



YBE Enterprise Agreement 2011

Proudly a Yolngu Business Enterprise

MinterEllison

L A W Y E R S

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YBE Enterprise Agreement

'New Australians working together as one'

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Part A – Application and operation of Agreement

1. Defined terms

In this Agreement:

Act means the *Fair Work Act 2009* (Cth) and supporting regulations.

AD Act means the *Anti-Discrimination Act 1992* (NT).

Applicable law means the relevant law of the NT or subsequently applicable law of the Commonwealth.

Board means the persons appointed as directors of the Company from time to time.

CEO means the Chief Executive Officer of the Company or this/her nominee.

Company means YBE (2) Pty Ltd ACN 091 442 410 and any other entity that is a Related Body Corporate of the Company.

Confidential Information means all confidential information which is privy to the Company including, but not limited to:

- (a) any information disclosed to an employee by or on behalf of the Company or any client;
- (b) any information which comes into an employee's possession, or is generated by an employee, in the course of employment whether or not the information was originally supplied by the Company;
- (c) any information relating to the dealings, financial arrangements, transactions, general affairs, and financial position of the Company and other matters that do or may affect the financial position or reputation of the Company;
- (d) any information relating to the Company's management, the structure of its business or its personnel, policies, strategies, market intelligence, plans and investments or aspects;
- (e) any intellectual property belonging to the Company.

Continuous Service means service that is continuous notwithstanding:

- (a) any interruption of employment due to paid leave or unpaid leave agreed to by the Company;
- (b) any absence from work on account of personal sickness, accident or stand-down imposed or agreed to by the Company, or any absence with reasonable cause proof of which must be provided by the employee; and
- (c) any period of casual employment will not be regarded as Continuous Service.

Co-ordinator means a person employed by the Company under a written employment contract as a co-ordinator.

Dangerous Goods has the same meaning as given in section 3 of the *Dangerous Goods Act 1998* (NT).

Dispute means a collective dispute over the application of this Agreement and, excludes grievances and/or disputes between individual employees and the Company about any issue relating to their employment.

Family Member means a member of the employee's immediate family or household as defined in the Act.

FWA means Fair Work Australia.

Handling has the meaning as in section 3 of the *Dangerous Goods Act 1998* (NT).

LHMU means United Voice NT Branch

Manager means a person employed by the Company pursuant solely to a written employment contract as a Manager.

MSDS means material safety data sheet.

National Minimum Wage means the minimum rate of pay for employees not covered by awards or agreements which is set by the FWA.

Nominal Expiry Date means three years after the date the Agreement is approved by FWA.

NT means the Northern Territory.

Parties means the Company, LHMU and all employees to whom the Agreement applies.

Pre-reform Workplace Agreement means any of the *YBE Workplace Agreements 1996, 1999, 2000 or 2002*.

Public Holiday means the Public Holidays prescribed in clause 35 of this Agreement.

Recognised qualification or skill means a skill or qualification recognised by a State, Territory or Commonwealth government. For example one which is listed on the Australian Qualifications Framework register.

Related Body Corporate has the same meaning as in sections 9 and 50 of the *Corporations Act 2001* (Cth).

Residue Disposal Area means the area on the Company's premises where bauxite waste, known as "red mud", is deposited, compacted and stored.

Serious Misconduct includes,:

- (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- (b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of the employer's business;
- (c) where the employee, in the course of the employee's employment, engages in:
 - (i) theft; and/or
 - (ii) fraud; and/or
 - (iii) assault;
- (d) where the employee is intoxicated at work;
- (e) where the employee refuses to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

Staff Reference Group means the group referred to in clause 39.

Supervisor means a person employed by the Company pursuant to a written employment contract as a supervisor.

Tradesperson: A tradesperson is an individual who has completed a minimum of 4 years formal training or skills recognition which is comparable with the appropriate AQF Certificate III level trade

qualification, and on-the-job trade-level employment such as metal industry, carpentry, plumbing, electrical or building.

Section includes subject to the Company's operating requirements, Administration, Civil Works, Haulage, RDA, Miscellaneous Works and Workshops.

Shift Worker is a worker who performs his/her duties outside the normal spread of hours as defined in clause 22 and who is regularly rostered to work on Sundays and public holidays.

Workplace includes any premises, site (including satellite mine site), vehicle or any other place where an employee carries out duties in the course of employment.

Workplace Agreement means any of the *YBE Workplace Agreements* 1996, 1999, 2000, 2002 or 2007.

2. Application of Agreement

- (a) This Agreement is made in accordance with the requirements of the Act between the Company and the employees employed within the classifications set out in clause 18 read with Appendix 1.
- (b) Unless otherwise stated, all provisions of this Agreement apply to the employees.
- (c) This Agreement does not apply to any employee designated by the Company as a Manager, Supervisor or Co-ordinator.

3. Operation of Agreement

- (a) This Agreement will commence to operate seven days after approval by FWA and will continue to operate after the Nominal Expiry 3rd March 2014 until terminated or replaced.
- (b) Subject to the Act and except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement, award, or industrial instrument.

4. No extra claims

The Parties undertake not to pursue any extra claims until after the Nominal Expiry Date.

Part B – How to interpret and apply the Agreement

5. Principles governing the operation of the Agreement

5.1 General principles

The following principles will govern the interpretation of this Agreement:

- (a) that appropriate respect and consideration be given to the traditional cultural, social and religious systems practiced by the Yolŋu people and, as far as possible, support shall be given to strengthen traditional cultural practices and identity;
- (b) an objective of this Agreement is to develop and maintain a culture of consultation, co-operation and trust, with the view to achieving improvement in the competitive performance of the Company, customer satisfaction, security of employment, improvement in the work environment and conditions of employment;
- (c) the Parties are committed to improving the terms of this Agreement so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction, improves profitability and change through a participative and consultative process;
- (d) a program of continual Workplace review and reform is essential and will occur in consultation with the Staff Reference Group. The Parties are committed to fully co-operate and participate in this endeavour;
- (e) generally employees are expected to undertake additional training to increase their skillset; and
- (f) the Parties agree to develop and accept responsibility for safe working conditions.

5.2 Statement of purpose and values

- (a) The Company's purpose is to train, employ and provide career opportunities for the Yolŋu people of north-east Arnhemland. Operating profitably and effectively, the Company gives excellent service to its customers in civil, mine site rehabilitation, bauxite haulage, mud farming, environmental management and other activities.
- (b) The Company's values (Core Beliefs) are:
 - (i) Gardaman (Professionalism)

The Company, through the Board, management and employees, conducts itself professionally in all its activities with sound management, good business practices and the formation of strategic alliances to work towards the common goal of excellent service.
 - (ii) ŋayaŋu Waŋgany (Collaboration)

Wherever possible, decisions by the Company are made in a collaborative way with the input of as many people as reasonably necessary to achieve a unity of purpose. Decisions are not made unilaterally; employees, management and the Board are consulted where appropriate.
 - (iii) Mäwayamirr (Harmony)

The Company strives to promote peace, tranquillity and fairness for all employees.

- (iv) Nāthilyun Nhama (Look to the Future)

The Company stands firm to develop its future and is committed to working together with its employees in order to provide opportunities for the Yolŋu people to participate in and to manage the Company.

5.3 Principles of management

The Company will observe the following principles of management:

- (a) the selection of all employees will be based upon a proper assessment of merit and capability to perform the job;
- (b) no form of material personal interest and/or nepotism will occur in the recruitment process at the Company; and
- (c) all employees will be treated fairly and consistently and there will be no barriers to the advancement of employees within this agreement structure or through access to training.

6. Confidentiality

- (a) The employees acknowledge that:
 - (i) Confidential Information is restricted to the Company; and
 - (ii) through employment, they may come into possession of, or be in a position to acquire, Confidential Information.
- (b) The employees acknowledge and agree that, during their employment, they must:
 - (i) keep the Confidential Information from external parties unless:
 - (A) disclosure is required by law; or
 - (B) the Confidential Information becomes part of the public domain other than by breach of this Agreement; and
 - (ii) take whatever measures are reasonably necessary to preserve the confidentiality of Confidential Information including:
 - (A) to comply with all security measures established to safeguard the Confidential Information from external access or unauthorised use;
 - (B) to keep the Confidential Information under the Company's control; and
 - (C) not to remove Confidential Information from the Workplace without the prior written approval of the Company; and
 - (D) to immediately notify the Company if they suspect or are aware of Confidential Information being used, copied or disclosed without authorisation.
- (c) The employees acknowledge and agree that, upon or after termination of employment, they must:
 - (i) not divulge or communicate to any person any Confidential Information; and
 - (ii) not make or retain records of any Confidential Information; and

- (iii) immediately notify the Company of any suspected or actual unauthorised use, copying or disclosure of Confidential Information; and
 - (iv) provide all reasonable assistance to the Company to prevent the unauthorised disclosure or use by any other person of the Confidential Information.
- (d) The employees acknowledge and agree that:
 - (i) all Confidential Information is be used internally and that any disclosure of it to outside parties will be harmful to the Company;
 - (ii) a disclosure of Confidential Information may result in disciplinary action which may lead to the termination of employment; and
 - (iii) in circumstances where damages would not be an adequate remedy for a breach of confidentiality obligations, the Company may seek injunctive relief to enforce its rights under this clause.

7. Flexibility

- (a) The Parties to this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the IFA if:
 - (i) the IFA deals with 1 or more of the following matters:
 - (A) arrangements about when work is performed;
 - (B) overtime rates;
 - (C) penalty rates;
 - (D) allowances;
 - (E) leave loading; and
 - (ii) the IFA meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (iii) the IFA is genuinely agreed to by the Company and employee.
- (b) The Company must ensure that the terms of the individual flexibility arrangement:
 - (i) are permitted under section 172 of the Act;
 - (ii) are not unlawful under section 194 of the Act and
 - (iii) results in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Company must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Company and employee; and
 - (iii) is signed by the Company and employee and if the employee is under 18 years of age, the agreement must be signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- (e) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (f) The Company or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Company and employee agree in writing — at any time.

8. Consultation

- (a) This term applies if:
 - (i) the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) the change is likely to have a significant effect on employees of the enterprise.
- (b) The Company must notify the relevant employees of the decision to introduce the major change.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this agreement.
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Company of the identity of the representative;
 the Company must recognise the representative.
- (e) As soon as practicable after making its decision, the Company must:
 - (i) discuss with the relevant employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the employees; and
 - (C) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.

- (f) However, the Company is not required to disclose Confidential Information or commercially sensitive information to the relevant employees.
- (g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in sub clauses (b), (c) and (e) will not to apply.
- (i) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.
- (j) In this term, **relevant employees** means the employees who may be affected by the major change.

9. Workplace equity

The parties to this Agreement are committed to the implementation of legislative standards prescribed by law in relation to anti-discrimination, sexual harassment, workplace harassment (workplace bullying) and equal employment opportunity.

No employee of YBE will be subjected to any form of discrimination, sexual harassment or workplace harassment (workplace bullying). The parties agree that all employees (management and staff) will respect and value diversity and equal opportunity at the workplace.

9.1 Anti-discrimination

- (a) The Parties agree to achieve the principle objects set out in section 351 of the Act and section 3 of the Anti Discrimination Act by helping to prevent and eliminate unlawful discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- (b) The Parties agree that, in fulfilling their obligations under this Agreement, they must not act either directly or indirectly in a discriminatory manner.
- (c) Nothing in this clause is to be taken to affect:
 - (i) any different treatment (or treatment having different effects) which is specifically exempted under the AD Act or federal anti-discrimination legislation; and
 - (ii) an employee, registered organisation or the Company pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

9.2 Equal employment opportunity

- (a) Under section 57 of the AD Act the Company may discriminate against a person in (or by means of) a program, plan or arrangement designed to promote equality of opportunity for a group of people who are disadvantaged or have a special need because of an attribute.
- (b) The Company may therefore adopt programs to positively discriminate to advance the interests of Yolŋu people and other indigenous Australians.

9.3 Harassment and workplace bullying

- (a) The Company will not tolerate any forms of harassment in the Workplace.
- (b) The parties agree that any form of sexual harassment in the workplace is unacceptable and objectionable. Sexual harassment will not be tolerated in Y.B.E workplaces.
- (a) The parties further recognise that sexual harassment occurs when an employee is humiliated and offended by unwanted and uninvited sexual behaviours, comments or representations at the workplace or at work related functions and a Dispute resolution process
- (c) The parties also recognise that workplace bullying occurs when bullying/harassing behaviour is repeated and intimidating. Workplace Bullying (also known as workplace harassment other than sexual harassment) is:
 - (i) unwelcome and unsolicited; and
 - (ii) the person considers to be offensive, intimidating, humiliating or threatening; and
 - (iii) a reasonable person would consider to be offensive, humiliating, intimidating or threatening.
- (d) 'Workplace harassment/Bullying' does not include reasonable management action taken in a reasonable way by the person's employer in connection with the person's employment. Types of behaviour that may constitute bullying are:
 - (i) abusing a person loudly, usually when others are present;
 - (ii) repeated threats of dismissal or other severe punishment for no reason;
 - (iii) constant ridicule and being put down;
 - (iv) leaving offensive messages on email or the telephone;
 - (v) sabotaging a person's work, for example, by deliberately withholding or supplying incorrect information, hiding documents or equipment, not passing on messages and getting a person into trouble in other ways;
 - (vi) maliciously excluding and isolating a person from workplace activities;
 - (vii) persistent and unjustified criticisms, often about petty, irrelevant or insignificant matters;
 - (viii) humiliating a person through gestures, sarcasm, criticism and insults, often in front of customers, management or other workers;

- (ix) spreading gossip or false, malicious rumours about a person with an intent to cause the person harm.

Part C –Employment conditions

10. Contract of employment

10.1 Basis of employment

- (a) All employees (other than casual employees) will be employed on a weekly basis;
- (b) All employees will be employed pursuant to a letter of offer (duly signed by the employee in confirmation of employee's acceptance of the offer) enclosing a copy of this Agreement; and
- (c) all employees are required to sign the Acknowledgment Form in Appendix 2 of this Agreement as a condition of employment.

10.2 Medical examinations

- (a) The Company will require a prospective employee to undergo a medical examination (the costs of which will be borne by the Company) which may include:
 - (i) a chest x-ray; and
 - (ii) a hearing test.
- (b) Employees may request a medical examination on the termination of their employment or at two yearly intervals.
- (c) The Employees agree to the results of any medical examination being provided to the Company.

10.3 Direction to perform work

The Company may direct an employee to perform a range of duties that are incidental or peripheral to their main tasks or functions provided that such duties are within the limits of the employee's skill, competence and training.

10.4 Termination of employment

- (a) Termination by the Company
 - (i) In order to terminate the employment of an employee, the Company will give to the employee the following notice in writing:

Period of Continuous Service	Notice period
Less than one year	One week
One year or more and less than three years	Two weeks
Three years or more and less than five years	Three weeks
Five years or more	Four weeks

- (ii) Employees over 45 years of age at the time of the giving of the notice with not less than two years' Continuous Service shall be entitled to an additional week's notice.
 - (iii) The Company may terminate the employment of an employee by making a payment in lieu of notice provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (iv) On or after payment in lieu of the notice prescribed in this clause, this Agreement will immediately cease to have effect between the Company and the employee concerned subject to the employee's obligations in relation to Confidential Information in clause 6. Payment in lieu of notice, however, will not affect any accrued rights or remedies which either the Company or the employee may have under this Agreement at the time of payment.
 - (v) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used. This includes regular/normal overtime and shift allowances that have occurred over the past three months.
 - (vi) The period of notice in this clause will not apply to:
 - (A) immediate termination under clause 10.4(c); or
 - (B) the termination of casual employees employed under clause 14.
 - (vii) For the purposes of this clause, continuity of service is calculated accordance with the meaning of Continuous Service in clause 1.
- (b) Termination by employee
- (i) The notice of termination required to be given by an employee is the same as that required of the Company except that there is no additional week's notice based on the age of the employee.
 - (ii) The employee must provide the Company with written notice of termination with the notice period commencing on the date the written notice is received by the Company.
 - (iii) No payment will be made to an employee who fails to give the Company the required written notice of termination and is absent from work during the notice period.
- (c) Immediate termination
- Notwithstanding the provisions of clause 10.4(a), the Company will have the right to immediately terminate (i.e. without notice) the employment of an employee for Serious Misconduct. In such an event, wages and any accrued leave shall be paid up to the time of termination only.
- (d) Workplace equity
- In exercising its right to terminate an employee's employment, the Company will comply with all laws of the Commonwealth and/or NT, relating to discrimination and unlawful termination.

11. Abandonment of employment

- (a) Employees who are absent from work for three consecutive working days without:
 - (i) notification to the Company; or
 - (ii) reasonable cause and the subsequent approval of the Company;
 will be deemed to have abandoned their employment thereby giving the Company the right to elect to terminate the employment.

- (b) Other than when on leave authorised pursuant to this Agreement, an employee not attending for duty will not be paid wages for the time of such non-attendance.

12. Redundancy

- (a) An employee is entitled to redundancy pay in terms of clause 12(c) of this Agreement if the employee's employment is terminated:
- (i) by the Company because the Company no longer requires the work done by the employee to be done by anyone,; or
 - (ii) because of insolvency or bankruptcy of the employer.
- (b) Where an employee is offered alternative employment either by the Company or where the Company arranges alternative employment, such alternate employment is acceptable employment the employee will not be entitled to redundancy pay.

Acceptable employment is employment in a role where the remuneration is at least equal to and the duties and status are similar to the previous employment.

- (c) Redundancy pay is calculated as per the table below and is based on the rate of pay for the employee's ordinary hours of work:

Redundancy pay period	
Period of Continuous Service	Redundancy pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks'
2 years and less than 3 years	6 weeks'
3 years and less than 4 years	7 weeks'
4 years and less than 5 years	8 weeks'
5 years and less than 6 years	10 weeks'
6 years and less than 7 years	11 weeks'
7 years and less than 8 years	13 weeks'
8 years and less than 9 years	14 weeks'
9 years and less than 10 years	16 weeks'
10 years and over	12 weeks'

- (d) The weekly base rate is the pay rate for 38 hours of work
- (e) Casual employee are not be entitled to any redundancy pay.

13. Part-time employment

- (a) A part-time employee is an employee who:
- (i) works fewer than 38 hours per week;
 - (ii) is paid on an hourly basis;

- (iii) is not paid a casual loading; and
 - (iv) is advised in writing of his/her part-time employment basis.
- (b) No full-time employee will be required to become a part-time employee or be transferred without their consent to enable part-time employment.
- (c) A part-time employee will work regular designated hours according to a written arrangement. Temporary changes in hours may be made by agreement between the Parties provided that any extra hours worked up to 38 hours plus two reasonable additional hours shall be paid at ordinary time rates (where 24 hours/two working days prior notice has been given). Nothing in this clause will prevent the Company from requiring a part-time employee to work reasonable overtime at overtime rates within the 48 hour/two working days notice period.
- (d) A part-time employee will be employed for not fewer than 16 hours over a fortnight provided that no employee shall be required to work less than four hours on any day or more than 76 hours per fortnight.
- (e) The Company and the employee may agree to a variation of clause 13(d) of fewer than 16 hours or more than 76 hours per fortnight.
- (f) A part-time employee will have a pro-rata entitlement to all of the conditions of employment that apply to a full-time employee.
- (g) Prior to the commencement of a part-time employee's employment, the Company will explain the effects of part-time employment on, for example, conditions of service, superannuation, leave, and increments.

14. Casual employment

- (a) A casual employee is an employee who:
 - (i) is employed on an hourly basis;
 - (ii) is employed for a limited period of time or for a specific task or tasks; and
 - (iii) has no reasonable expectation of continuing employment.
- (b) The employment and termination of a casual employee is entirely at the Company's discretion.
- (c) A casual employee will not normally be employed for longer than three months unless mutually agreed by the Parties. The Company will notify the casual employee at the expiration of the six months of employment and assess whether their casual employment is to continue.
- (d) On each instance of employment, a casual employee will be afforded a minimum payment for four hours of work.
- (e) A casual employee will be paid for working ordinary time at a rate per hour to the skill level for which he/she is employed plus an additional 25% loading in lieu of commensurate annual leave, personal/carer's leave and rostered days off.
- (f) For work in excess of eight hours in any one day or 38 hours plus two reasonable additional hours in any one week, a casual employee will be paid at the appropriate overtime rate for those hours including the 25% loading.
- (g) A casual employee who is instructed to report for work and/or is not required, will be paid for a minimum of four hours.

15. Probationary employment

- (a) The first six months of an Employee's employment is a probationary period.
- (b) Employees will be subject to termination of employment on one weeks' notice or payment in lieu if, in the Company's opinion, work performance or compliance with the Company's rules and regulations is unsatisfactory.

16. Payment of wages

- (a) Wages will be paid weekly on a set payday into an employee's bank account. The Company will, where necessary, collect wage advice slips on the following day and distribute them to employees. If a payday falls on a Public Holiday, the day before the Public Holiday will become payday for that pay period.
- (b) An employee whose services are terminated will be paid the full amount of wages and accrued payments due to them, subject to the deduction of any monies owing to the Company.
- (c) The Company may recover any previous overpayment of an Employee's wages by making a wage deduction (or deductions) from any monies due to be paid to the Employee.

17. Time and wages record

- (a) The Company will keep, or cause to be kept, time and wages records in accordance with the Act.
- (b) The Company will produce time and wages records for inspection in accordance with the Act.

Part D – Wages and allowances

18. Wages

18.1 Rates of Pay

Employees will be paid in accordance with the following rates of pay:

Permanent and Part-time						
Level	Pay rates prior to lodgement	Pay rates at lodgement	Levels	Lodgement 1 st year pay rise (2.5%) +\$0.64	01/07/2011 2 nd year pay rise (2.5%) +\$0.66	01/07/2012 3rd year pay rise (2.5%) +\$0.68
A	\$25.94	25.94	1	26.58	27.24	27.92
B	\$25.73	24.45	2	25.09	25.75	26.43
C	\$25.29					
D	\$24.26					
E	\$22.97	22.96	3	23.60	24.26	24.94
F1	\$20.66					
F	\$18.43	18.43	4	19.07	19.73	20.41
Casual 25% loading						
Level	Pay rates prior to lodgement	Pay rates after lodgement	Levels	Lodgement 1 st year pay rise (2.5%) +\$0.64	01/07/2011 2 nd year pay rise (2.5%) +\$0.66	01/07/2012 3rd year pay rise (2.5%) +\$0.68
A	\$32.43	32.43	1	33.23	34.05	34.90
B	32.16	30.35	2	31.36	32.19	33.04
C	\$31.61					
D	\$30.33					
E	\$28.71	28.29	3	29.50	30.33	31.18
F1	\$25.83					
F	\$23.04	23.04	4	23.84	24.66	25.51

18.2 Exception to Rates of Pay

Where an employee who is not carrying out duties at the Residue Disposal Area and who was paid an hourly rate of pay higher than the corresponding rate referred to in 18.1 above immediately prior to the commencement of this Agreement, that employee will remain on the higher rate of pay.

18.3 Junior rates of pay

Junior employees will be paid in accordance with the following scale of the rates of pay referred to in clause 18.1 above.

Age	Percentage of hourly rate referred to in clause 18.1 above
16	75%
17	85%
18	100%

18.4 Annual reviews in rates of pay

- (a) Increases in the rates of pay referred to in clause 18.1 will be the greater of:

- (i) the National Minimum Wage ordered by the FWA; be equal in dollars per week to any increase in the National Minimum Wage ordered by the FWA; or
 - (ii) 2.5% increase based on level 1 permanent wages, the numerical difference with then be added to permanent levels 2-4.
- (b) Increase will take effect at the same time determined by the FWA in the National Minimum Wage is to take effect ; and

The rates of pay in clause 18.1 will not increase as referred to in clause 18.4(a) until on or after 1 July 2011.

18.5 Job Skills and Classification

(a) Level 1

Employees at this level will have a level of organisation and/or industry specific knowledge and skills for them to be able to give advice to the company and clients in relation to specific areas of their responsibility. They require only limited guidance or direction and normally report to more senior staff as required. A feature of this level is the leadership of employees at lower levels in terms of responsibility for allocation duties, coordinating flow of the task, checking progress, quality control; minor problem solving and leading safe work practices. They are be able to train such employees by means of instruction and demonstration and exercise their initiative, discretion and judgement at all times in the performance of their duties.

(b) Level 2

Employees at this level have achieved a standard to be able to perform specialised or non- routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the limited exercise of initiative, discretion and judgment in carrying out their assigned tasks in a safe manner. The Company will expect employees at this level to give assistance and / or guidance [including planning; allocating personnel & resources; quality control in level 3 & 4 and would be able to train such employees by means of instruction and demonstration.

(c) Level 3

This level caters for employees who have sufficient experience and / or training to enable them to carry out their assigned duties under general direction. Employees are responsible and accountable for their own work which is performed within established safe working guidelines. In some instances detailed instructions maybe necessary. This may require the employee to exercise limited judgement & initiative within the range of their skills and knowledge. The work of theses employees may be subject to progress & final checking. They will be expected to provide guidance and check work of employees at a lower level and provide support to less experienced employees at the same level.

(d) Level 4

Initially work completed under supervision using established routine, practice, procedures and instructions. Moving towards being responsible and accountable for their own work; work quality & safety.

18.6 Levels

The levels described in subclause 18.3 must be read with Appendix 1 of this Agreement which sets out examples of demonstrated skills for each level.

18.7 Wage inclusions

- (a) Wages are inclusive of:
 - (i) industry, site or special payments;
 - (ii) climatic conditions associated with work at Gove;
 - (iii) conditions and disabilities associated with the Company's work generally;
 - (iv) conditions associated with operating plant and mine activities;
 - (v) disabilities associated with the wearing or using of requisite protective clothing and equipment; and
 - (vi) travelling to and from site.
- (b) Other than as specified in clause 21 of this Agreement, employees are not entitled to any other allowances or payments.

19. Superannuation

- (a) The Company will comply with the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth) as varied from time to time.
- (b) The superannuation contribution for a casual employee will be made at the end of each calendar month, based on all ordinary time earnings during the month provided that, if a casual employee's earnings are less than \$450.00 per month, the Company will not be required to make any contribution.
- (c) Employees may nominate to make additional superannuation contributions (in addition to the Company's contributions) of up to a maximum of 10% of their ordinary weekly pay rate. The Company may also agree to a request from an employee to substitute any pay increase provided by this Agreement for an increase to the individual's superannuation contribution provided that the Company meets its obligations under applicable laws.
- (d) The Company will make payments to the following funds at the direction of its employees;
 - (i) AMP Superleader
 - (ii) TWU Super
 - (iii) Westpac Super
 - (iv) the Australian Super Fund
 - (v) C+Bus

20. Higher duties

- (a) An employee engaged with the consent of the Company for a minimum period of eight consecutive hours on duties carrying a higher rate than his/her ordinary classification will be paid the higher rate for that period.
- (b) Where an employee is required to undertake these duties for a lesser period higher rates of pay will not apply.
- (c) Where an employee is called upon to perform duties for which a lower rate is fixed the employee shall suffer no reduction in pay.

21. Allowances

21.1 Tool Allowance

- (a) Where an employee is required to provide his/her own tools of the trade, he/she shall be paid a weekly allowance. This is applicable only for trade-related tools.

Weekly Allowance \$30.00 (**Tool Allowance**)

- (b) The Tool Allowance will increase from \$30.00 to \$36.00 on 1 July 2011.

21.2 Tradesperson's Allowance

- (a) On signing of the agreement the tradespersons will receive a hourly allowance in addition to their hourly rate of \$3.00 per hour.

21.3 Leading Hand Allowance

- (a) The Company will pay a daily allowance to employees who are appointed from time to time as leading hands for the purpose of supervising the work of other employees. The allowance will only be paid when the employee is on such duty.

Daily Allowance: \$25.00 (**Leading Hand Allowance**)

- (b) The Leading Hand Allowance will increase to \$30.00 on 1 July 2011.
- (c) A supervisor will nominate a leading hand prior to the daily commencement of work and notify the nominated employee of his/her selection. Upon notification, the leading hand must collect a timesheet from the supervisor.
- (d) Upon the daily completion of work, the leading hand must deliver the timesheet to the supervisor, which has been signed and completed by the leading hand to record:
 - (i) time worked;
 - (ii) time taken for rest breaks by the other employees; and
 - (iii) details of any safety incidents.
- (e) The timesheet is evidence of the leading hand's entitlement to the allowance. The allowance will be paid in accordance with the times recorded by the leading hand in the timesheet. The Company is not obliged to pay the allowance to the leading hand until a supervisor receives the timesheet from the leading hand.

21.4 Travelling and Camping Allowance

When an employee is employed on a project outside of a radius of 85km by road of the Nhulunbuy Post Office and needs to be accommodated in a camp for the purpose of employment on that project, the following entitlements will apply:

- (a) the Company will supply:
 - (i) a caravan or other accommodation and suitable messing including refrigeration, table, stove or camp oven, cooking utensils and lighting;
 - (ii) showers in the ratio of one shower to each seven employees (such showers will be properly screened and protected against the weather having regard to the location and permanence or otherwise of the camp);
 - (iii) sanitary facilities in a position completely isolated from the camp water supply (such sanitary facilities will be properly screened and protected from the weather having regard to the location, permanence or otherwise of the camp);

- (iv) food or, where food is not supplied, a daily food allowance of \$45;
- (b) at demobilisation, travel time for passengers and vehicle drivers will be paid at their appropriate hourly rate; and
- (c) employees may be required to work up to twelve hours per day over a period of up to 13 continuous days to complete the projects efficiently. On such projects employees will be paid a 5% loading.

21.5 First Aid Allowance

When an employee has:

- (a) has undertaken a first aid course and who is the holder of a current first aid qualification from the St John Ambulance or similar body; and
- (b) has been appointed by the Company as a first aid officer,

the employee will be entitled to be paid a first aid allowance of \$12.74 per week while that appointment lasts.

The Company requires all employees to refer workplace injuries or illness to professional medical help.

21.6 Special Class Hourly Allowance

Where an employee has skills or qualifications that the Company does not require to be utilised in the performance of the employee's usual duties, and such skills or qualifications:

- (a) are a Recognised qualification or skill, or
- (b) are recognised in writing by the CEO (Chief Executive Officer) or Area Manager of the Company,

and that employee is directed by the Company to carry out duties substantially utilising those skills or qualifications (**Higher Duties**) for a short period, the employee will be paid a Special Class Hourly Allowance for each hour spent carrying out Higher Duties.

This allowance will be paid in addition to the relevant hourly wage recorded in clause 18.1

Hourly Allowance: \$4.80

21.7 Herbicide Allowance

Where an employee is required to use an herbicide or assist an employee who uses an herbicide, they will be paid an hourly allowance. The section Supervisor will be responsible for approving this allowance. The allowance will only be paid for time handling or applying the herbicide.

Allowance \$2.00 per hour

Part E - Hours of Work and Related Provisions

22. Ordinary hours of work

- (a) For all employees, ordinary hours of work shall be 40 hours per week made up of either:
 - (i) 38 hours per week and two reasonable additional hours; or
 - (ii) if the Company and the employee agree in writing that the employee's hours of work are to be averaged over a specified averaging period that is no longer than 12 months – an average of 40 hours per week over that averaging period made up of 38 hours plus two reasonable additional hours.
- (b) Ordinary hours of work are from Monday to Friday between the hours of 6.00am and 6.00pm with half an hour unpaid for lunch. Each Section will arrange its most suitable core hours within that period. Hours will be calculated to the nearest quarter of an hour and will take into account any hours of authorised leave taken by the employee during the week or during the averaging period.
- (c) If an employee starts to work for the Company after the start of a particular averaging period that applies to the employee, that averaging period is taken, in relation to the employee, not to include the period before the employee started work.

23. Rostered day off

- (a) Full-time employees are entitled to a rostered day off (**RDO**) upon the completion of a 19-day cycle. Casual employees and part-time employees are paid for their hours worked and do not accrue time towards an RDO.
- (b) In exchange for full-time employees working a 40 hour week and being paid for 38 hours per week, 1/19th of actual days worked will be accrued per 19 day cycle. Upon the RDO being taken by the employee, the accrued hours will be paid at the ordinary rate. Should employment be terminated, any accrued hours will be paid on termination.
- (c) Hours worked will include any authorised leave period but will not include any unauthorised absence.
- (d) Subject to clause 23(h) RDOs are only to be taken following consultation and approval of the Section Manager.
- (e) A maximum of five RDOs may be accumulated in any 12 month period. In the event that more than five RDOs accumulate in a 12 month period, management may direct the employee to take the accumulated days within the next month.
- (f) The Section Manager may agree to substitute an RDO for another day to allow for greater continuity of the Company's operations. Flexibility from both Parties will ensure fair implementation of this system.
- (g) Where the employee has accumulated 3 days or more of RDOs, the parties may agree in writing for the accrued RDOs to be cashed out at the employee's ordinary rate of pay.
- (h) Employee must apply if they require 1 RDO day with at least 7 days notice given to their Section Manager , unless special circumstances apply.

- (i) Employee must apply if they require 2-5 RDO day with at least 14 days notice given to their Section Manager , unless special circumstances can be proven
- (j) Employees may be required to take RDOs prior to taking annual leave.

24. Meal breaks (lunch and evening meal breaks)

- (a) Employees who are rostered or requested to work on any day for any continuous period of more than five hours ordinary time will be provided with a meal break.
- (b) No employee shall work more than five hours without a meal break, except where an agreement in writing is reached between the Company and employees involved on specific tasks and or projects.
- (c) Meal breaks shall be for an unpaid period of 30 minutes.
- (d) For any time worked during a meal break with the approval of the Section Manager, overtime rates shall apply and these penalty rates shall continue to be paid for all time worked until the meal break is taken.
- (e) These breaks will be taken in designated areas to be specified by the respective supervisor. These may include, but not be limited to, the plant and mine site of the client. Employees should not expect to return to the yard for these breaks.

25. Tea breaks (smoko)

This break will be regarded for all purposes as paid time off duty. The following table is indicative of the breaks expected to be available and taken.

Length of shift	Number of breaks
Less than three hours	Nil
More than three hours but less than 10 hours	One 20 min tea break (plus unpaid meal break if appropriate)
More than 10 hours	Two 20 min tea breaks or one 40 minute break (plus 1 unpaid meal break)

These breaks will be taken in designated areas to be specified by the relevant supervisors. These may include, but not be limited to, the plant and mine site of the client. Employees should not expect to return to the yard for these breaks.

26. Shift work

26.1 Definitions

For the purpose of this Agreement:

- (a) **shift** means any rostered period of work
- (b) **night shift** means any shift commencing at or after 6.00pm and concluding at or before 6.00 am inclusive;
- (c) **short term night work** means work outside of ordinary hours of 6.00am to 6.00pm, Monday to Friday to meet the requirements of a project for periods of less than 5 nights provided that 24 hours' notice of the work is given and there is a 10 hour break between the completion of the work and the commencement the next work period.

26.2 Conditions of shift work

The following conditions will apply to shift work:

- (i) shift workers shall work at such times as the Company may require;
- (ii) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours, which period commences to run at the beginning of the relevant shift;
- (iii) shift rosters shall specify the commencing and finishing times or ordinary working hours of the respective shifts;
- (iv) for the purpose of this Agreement, the whole of a shift shall be deemed to be worked on the day on which the shift commenced;
- (v) the method of working shifts may be varied by agreement between the Company and the employees concerned to suit the circumstances of the establishment;
- (vi) the time of commencing and finishing shifts, once having been determined, may be varied by agreement between the Company and the employees concerned to suit the circumstances of the establishment or, in the absence of agreement, by 48 hours' notice of alteration given by the Company to its employees;
- (vii) prior to establishing any new shift or ceasing any established shift, the Company shall give the employees concerned not less than 48 hours notice of this intention;
- (viii) an employee who works a night shift, shall be paid an extra allowance of 15 % of the base rate for the night shift they have worked. The extra allowance will not be paid on any hours or part thereof worked during 6am to 6pm ie. Ordinary hours of work as referred to in clause 22; and
- (ix) an employee who works short-term night work will be paid 8 hours stand down at their base rate upon completion of the short term night work.

27. Overtime

27.1 Overtime rates

Subject to the provisions of the clause 21(a) of this Agreement:

- (a) work by employees in excess of the ordinary hours and/or outside the spread of ordinary hours shall be deemed to constitute overtime;
- (b) all overtime worked on any day other than Sunday or a Public Holiday shall be paid at the rate of time and a half for the first two hours and double time thereafter;
- (c) all overtime worked on a Sunday will be paid for at the rate of double time;
- (d) all overtime worked by a employee on a Public Holiday will be paid for at the rate of double time and a half;
- (e) an employee required to work overtime on a Saturday, Sunday or a Public Holiday, shall be afforded at least four hours' work or paid for four hours' work at the appropriate rate, except where such overtime is continuous with overtime commenced on the previous day. The employee will be entitled to a paid meal break of 30 minutes when required to work for five hours or more on such a day;
- (f) in calculating overtime, each day will stand alone;

- (g) if required, the Company will provide an employee with transport home after overtime has been worked.

27.2 Meal allowance

- (a) When an employee is called upon to work overtime for more than two hours after their usual finishing time, the Company will supply such employee with an adequate meal or will pay an allowance to meet the cost of a meal.
- (b) Where the amount of overtime to be worked necessitates a second or subsequent meal, the Company will supply such second and/or subsequent meal or pay an allowance to the employee for the second meal and each subsequent meal.
- (c) The Company and the employee may agree to any variation of the provision to meet the circumstances of the work in hand.
- (d) Overtime Meal Allowance -\$12.75.

27.3 Crib break (overtime break)

- (a) Where the period of overtime is to exceed two hours, an employee will be allowed an overtime break of twenty minutes paid for at ordinary rates before overtime commences.
- (b) An employee working overtime after working ordinary hours will be allowed a break of twenty minutes without deduction of pay after each four hours of overtime, if the employee continues work after such overtime break.
- (c) The Company and employee may agree to any variation of this clause to meet the circumstances of the work in hand provided that the Company will not be required to make any payment in respect of any time allowed in excess of twenty minutes.

27.4 Rest period before recommencing work

- (a) Where overtime work is necessary it will, wherever practicable, be arranged so that employees have at least ten consecutive hours off duty between the works of successive days.
- (b) Where an employee who is not a casual works overtime to an extent that he/she does not have ten consecutive hours off duty between finishing overtime and commencing their ordinary work on the next day, he/she shall not be required to attend work for their next shift until ten hours have elapsed from the end of their previous shift. Notwithstanding this, the employee shall be entitled to be paid as if he/she had commenced the shift at the usual time.
- (c) If, on the instructions of the Company, such an employee resumes or continues work without having had ten consecutive hours off duty, that employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

28. Stand-down of employees

- (a) The Company has the right not to pay for any day on which employees cannot be usefully employed through any breakdown of machinery, or any stoppage of work for any cause (other than for inclement weather subject to clause 27(e)) including shortage of work for which the Company cannot reasonably be held responsible.

- (b) Two hours' notice of any stand-down will be given and any period of stand-down will not affect the Continuous Service provisions.
- (c) Every attempt will be made to employ or train the employee in some other work before any stand-down occurs. Employees must undertake any training required by the Company in some other Section as directed by the Company.
- (d) Where an employee has been temporarily stood down, a minimum of four hours per day up to a maximum of 20 hours a week will be paid;

Part F – Leave and other absences from work

29. Annual leave

29.1 Paid entitlement to annual leave

Full time employees and part time employees are entitled to 25 days of paid annual leave for each year of Continuous Service. Casual employees are not entitled to any paid annual leave.

29.2 Taking of annual leave

- (a) Annual leave will be taken at a time fixed by mutual agreement between the Company and an employee and within 12 months of it becoming due.
- (b) In accordance with the relevant provisions of the Act, the Company may direct an employee to take any accrued annual leave.
- (c) An employee who is ill or suffers and injury whilst taking annual leave will, on production of a medical certificate from a medical practitioner be entitled to have that period of illness or injury as stated in the certificate applied against the employee's personal leave entitlement to the extent available and the recreation leave reinstated to that extent.

29.3 Treatment of Public Holidays

Annual leave will be exclusive of any Public Holiday which falls within the period during which the employee takes paid annual leave. This means that, if a Public Holiday occurs during the period of annual leave, there will be added to that period one day for each Public Holiday occurring in that period.

29.4 Cashing out annual leave

An employee and the Company may agree in writing to the employee cashing out credited annual leave provided the cashing out does not result in the employee's remaining accrued entitlement being less than 4 weeks.

29.5 Annual leave allowance

An employee who proceeds on annual leave will be paid a loading of \$25 each day of annual leave.

30. Personal/carer's leave

30.1 Paid entitlement to personal/carer's

Full time employees and part time employees are entitled to 10 days of paid personal/carer's leave for each year of Continuous Service. Casual employees are not entitled to any paid personal/carer's leave.

30.2 Taking of paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness or injury; or
- (b) to provide care and support to a Family Member because of a personal illness or injury or an unexpected emergency affecting the Family Member.

30.3 Treatment of Public Holiday

Paid personal/carer's leave will be exclusive of any Public Holiday which falls within the period during which the employee takes paid personal/carer's leave. This means that, if a Public Holiday occurs during the period of paid personal/carer's leave, there will be added to that period one day for each Public Holiday occurring in that period.

30.4 Unpaid entitlement to carer's leave

All employees (including casual employees) are entitled to unpaid carer's leave of up to two days for each separate occasion in which a Family Member requires care or support because of a personal illness or injury or an unexpected emergency affecting the Family Member provided the employee has exhausted any entitlement they may have to take paid personal/carer's leave.

30.5 Notice and evidence requirements

- (a) The employee must give the Company notice of taking personal/carer's leave as soon as is reasonably practicable and must advise the Company of the period, or expected period of leave.
- (b) The Company may:
 - (i) in the case of personal leave, require the employee to provide a medical certificate or other acceptable proof that he/she is unable to attend for work on account of the personal illness or injury; or
 - (ii) in the case of carer's leave involving an illness, injury or unexpected emergency affecting a Family Member, require the employee to provide the Company with satisfactory evidence confirming that illness, injury or unexpected emergency including, if reasonably practicable, a medical certificate or otherwise a statutory declaration.
- (c) The employee acknowledges that failure to comply with any provision of this clause may result in termination of employment.

31. Compassionate Leave

31.1 Paid entitlement

- (a) Full-time and part-time employees are entitled to up to three (3) days of paid compassionate leave on each occasion ('**permissible occasion**') a Family Member contracts or develops a personal illness or injury that poses a serious threat to their life, or dies.
- (b) Casual employees are not entitled to any paid compassionate leave. Where the funeral occurs outside Gove and the employee must travel from Gove, an extra two days unpaid travel time will be available.
- (c) Other compassionate leave may be provided at the CEO's discretion.

31.2 Unpaid entitlement

All employees (including casual employees) are entitled to two days of unpaid compassionate leave on each permissible occasion.

31.3 Taking compassionate leave

- (a) An employee may take compassionate leave for a permissible occasion if the leave is taken for the purpose of spending time with the Family Member or after the death of the Family Member. The leave may be taken as:
 - (i) a single continuous period of two (2) days; or
 - (ii) two (2) separate periods of one (1) day each; or
- (b) any separate periods as agreed between the employee and the Company.

32. Long service leave

- (a) An employee is entitled to long service leave in accordance with the *Long Service Leave Act* (NT).
- (b) Long service leave must be applied for at least eight weeks in advance of leave commencement. Where an employee leaves the Company, pro rata long service leave will be paid on completion of seven years of Continuous Service except where the employment is terminated by the Company for Serious Misconduct or breach of this Agreement.
- (c) An employee may chose to vary long service leave by choosing to take six months' leave at half normal pay.
- (d) The employee must nominate which mode of long service leave is to be chosen eight weeks in advance of the leave commencement.

33. Ceremonial leave

- (a) An employee (other than a casual employee) who is absent from work for ceremonial purposes will be entitled to up to five days' paid leave (which entitlement includes any compassionate leave taken by the employee pursuant to clause 30) for those purposes and an additional two weeks' unpaid leave in exceptional circumstances.
- (b) The CEO or the CEO's nominee, in consultation with the Chairman of the Board and/or Dilak of the relevant clan, will ratify the relevance of the ceremonial attendance for the paid portion of the ceremonial leave.
- (c) Notice to the Company for any absence from work under this clause must be given, prior to the desired leave.

34. Community service leave

- (a) Subject to clause 33(b), all employees are entitled to be absent from work on an unpaid basis for community service leave for the purpose of:
 - (i) jury service including attendance for the purpose of jury selection;
 - (ii) carrying out a voluntary emergency management activity; or
 - (iii) being called up for service as part of the National Reserves.
- (b) An employee (other than a casual employee) required to attend for jury service will be entitled to have pay made up by the Company to equal ordinary pay for each day absent from work. The employee will provide proof of such attendance and the amount received in respect of such jury service to the Company.

35. Parental leave

Employees are entitled to parental leave in accordance with the Act.

36. Public Holidays

- (a) An employee (other than a Casual Employee) will be entitled to the undermentioned Public Holidays at the ordinary rate of pay:
 - (i) New Year's Day;

- (ii) Australia Day;
 - (iii) Good Friday;
 - (iv) Easter Saturday;
 - (v) Easter Monday;
 - (vi) Anzac Day;
 - (vii) May Day (the first Monday in May);
 - (viii) Queens's Birthday;
 - (ix) Darwin Show Day;
 - (x) Picnic Day (the first Monday in August);
 - (xi) Christmas Day; and
 - (xii) Boxing Day.
- (b) Subject to prior approval by the Company, paid leave for NAIDOC Day will be granted to Indigenous employees or employees partaking in NAIDOC Day celebrations.
 - (c) For the purposes of this Agreement in accordance with Schedule 2 of the *Public Holidays Act 1981 (NT)*:
 - (i) where Christmas Day falls on a Saturday or Sunday the following Monday and Tuesday will be observed as Christmas Day and Boxing Day respectively;
 - (ii) where New Years Day falls on a Saturday or Sunday the following Monday will be observed as News Years Day;
 - (iii) where Boxing Day falls on a Saturday or Sunday the following Monday will be observed as Boxing Day;
 - (iv) where Australia Day falls on a Saturday or Sunday the following Monday will be observed as Australia Day and the Saturday or Sunday shall be deemed not to be Public Holidays.
 - (v) where Anzac Day falls on a Sunday, the following Monday will be observed as Anzac Day.
 - (d) An employee who, without reasonable excuse, fails to attend work on the working day before or the working day after such Public Holiday will not be entitled to be paid for such holiday.

Part H – Health and safety

37. Safety and security

- (a) All employees on commencement of employment will attend the designated induction course determined by the Company.
- (b) It is a condition of employment that all employees will wear the safety footwear, safety equipment and clothing supplied by the Company on commencement. One pair of boots

and three changes of clothing shall be provided. Other safety equipment will be issued in accordance with the prevailing regulations for specific work areas.

- (c) In the event that the particular duties of an employee require them to handle Dangerous Goods, the Company will make available appropriate protective clothing which may include a respirator or hazardous substance mask where appropriate.
- (d) All equipment will be replaced by the Company on a fair wear and tear basis provided the worn or damaged items are returned to the Company. Lost safety equipment will be replaced by the Company but may be subject to a wage deduction agreement for the cost of the equipment.
- (e) To achieve the highest safety and work performance standards, the Company requires all employees to be free from the influence of alcohol and other drugs when presenting themselves for work and while at work.
- (f) Employees must not misuse or abuse alcohol or other drugs (legal or illegal) at work, or arrive at or resume work under the influence of such substances as set out in the Company's Drug and Alcohol Policy.

PART I – Industrial relations

38. Dispute resolution process

- (a) Employees and the Company must genuinely attempt to resolve any disputes at the workplace level.
- (b) If a matter in dispute cannot be resolved at the workplace level, an Employee or the Company may elect to use an alternative dispute resolution process in an attempt to resolve the matter.
- (c) The Parties will determine if the alternative dispute resolution process is to be conducted by Fair Work Australia, in accordance with the Act, or any other party, in accordance with the Act.
- (d) During the alternative dispute resolution process affected Employees and the Company must genuinely attempt to resolve the dispute using due process.
- (e) While the dispute is being resolved Employees must:
 - (i) continue to work in accordance with this Agreement and their contract of employment, unless an Employee has a reasonable concern about an imminent risk to their health or safety; and
 - (ii) comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or another workplace.
- (f) In directing an Employee to work at another workplace the Company will have regard to:
 - (i) the provision (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that applies to the Employee or that other work; and
 - (ii) whether or not that work is appropriate for the Employee to perform.
- (g) During the alternative dispute resolution process an Employee or the Company may be represented by another party.
- (h) The alternative dispute resolution process is completed when:
 - (i) an Employee and the Company agree that the matters in dispute are resolved; or
 - (ii) the Company considers that the matters in dispute cannot be resolved.

39. Staff Reference Group

39.1 Commitment

The parties are committed to cooperating positively to increase the efficiency and productivity of the Company and to enhance the career opportunities and job security of employees. The purpose of the Staff Reference Group is to steer the direction of this agreement, promote positive communication between the employees and management and to resolve any workplace issues to the satisfaction of the parties concerned.

39.2 Consultation

The Company and its employees will establish the Staff Reference Group with procedures that are appropriate to the size of the workforce, it is expected that 1 person from each key work

group will make up the group. Procedures are to be formulated by the committee at its initial meeting.

39.3 Membership

Five members from the workforce and three members from management.

The Staff Reference Group will determine its own mode of operation and terms of reference within the following guidelines:

- (a) members from the workforce will hold that position for a period of 12 months. Upon this anniversary nominations will be put forward to fill the positions;
- (b) the CEO in consultation with the Board shall appoint the members from management;
- (c) temporary members may be appointed by the Staff Reference Group where the need arises and where a Section needs representation on particular matters concerning that Section;
- (d) the Staff Reference Group will be governed by normal committee rules including the posting of an agenda and that a quorum will be four members. In the absence of a nominated member, a proxy may attend on their behalf; and
- (e) meetings will be held in company time every four months.

Schedule 2– Demonstrated Skills

Criteria	Level 1	Level 2	Level 3	Level 4
Descriptors	Employees at this level will have a level of organisation or industry specific knowledge and skills for them to be able to give advice to the company and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. A feature of this level is the leadership of employees at lower levels in terms of responsibility for allocation duties, coordinating flow of the task, checking progress, quality control; minor problem solving and leading safe work practices. They would be able to train such employees by means of instruction and demonstration and exercise initiative, discretion and judgement at times in the performance of their duties.	Employees at this level have achieved a standard to be able to perform specialised or non- routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the limited exercise of initiative, discretion and judgment in carrying out their assigned tasks in a safe manner. We will expect employees at this level to give assistance and / or guidance [including planning; allocating personnel & resources; quality control] in level 3 & 4 and would be able to train such employees by means of instruction and demonstration.	This level caters for employees who have sufficient experience and / or training to enable them to carry out their assigned duties under general direction. Employees are responsible and accountable for their own work which is performed within established safe working guidelines. In some instances detailed instructions maybe necessary. This may require the employee to exercise limited judgement & initiative within the range of their skills and knowledge. The work of these employees may be subject to progress & final checking. They will be expected to provide guidance and check work of employees at a lower level and provide support to less experienced employees at the same level.	Initially work completed under supervision using established routine, practice, procedures,& instructions. Moving towards being responsible and accountable for their own work; work quality & safety.
Examples of demonstrated skills	Administration Prepare financial/tax Schedules; Calculate costings; Reconcile accounts to balance; Administer salary and payroll requirements of the organisation; Use of various computer packages at an advanced level including the integration of complex word processing/desktop publishing, text and data documents; Provision of high level Secretarial/Executive support services; Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions;	Administration Prepare cash payment summaries; Reconcile bank statements; Prepare payroll for authorisation; Follow credit referral procedures; Apply purchasing and inventory control requirements; Post journals to ledger; Provide specialised advice and information on the organisation's products and services; Respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills; Plan, arrange & deliver inductions; Use of various computer packages at a high level to create, format, edit, correct, print and save	Administration Reception/switchboard duties where interpersonal skills and the use of acquired knowledge of the organisation's operations and services are a key aspect of the position; Use of various computer packages at an intermediate level to create, format, edit, correct, print and save documents, following standard procedures and using existing models/fields of information; Maintenance of records and/or journals including petty cash, creditor/debtors, payroll data; Arrange routine travel bookings and itineraries, make appointments.	Administration Reception/switchboard; Basic level computer skills; Maintenance of basic records, filing, collating, photocopying; Handling or distributing mail; Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc. Operator A beginning operator who has basic licences (Eg HR; HC and smaller equipment). Limited versatility in operational areas. Maybe part time in machine operation areas. Miscellaneous Works A beginning labourer. Limited experience with limited skills. Capable of performing

Criteria	Level 1	Level 2	Level 3	Level 4
	<p>Provide reports for management in any or all of the following areas: accounts/financial, staffing, legislative requirements.</p> <p>Operator Demonstrated High skill and experienced across a range of pieces of equipment on YBE sites. Supported by licenses and certificates of attainment. Leadership in safety, operations and record management</p> <p>Miscellaneous Works An experienced skilled labourer with excellent levels of skills. Capable of performing most miscellaneous works activities across a wide range of operations in a productive manner eg gardening; Nursery; vegetation management; fencing; clean ups; road repairs; tree lopping. This employee is likely to have specific licences and certificates. These may include traffic management planning & delivery; HR; HC; loader; back hoe Chainsaw; EWP; Chemcert; Certificates in horticulture; Diplomas. Often these people are leading hands by way leadership in task, skill, safety and record management.</p> <p>Trade Person / Workshop A qualified tradesperson with a least 5 years post apprenticeship experience in the industry relevant to YBE works. Leadership in safety, training, operations and record management.</p> <p><u>Please note:</u> all of the above will have leadership skills in terms of safety</p>	<p>documents; Provide general Executive support.</p> <p>Operator Demonstrated High skill and experienced across a range of pieces of equipment on YBE sites. Supported by licenses and certificates of attainment. A versatile production operator. Eg Loader; excavator; Dozer; road train; Grader.</p> <p>Miscellaneous Works An experienced skilled labourer with a very good level of skills. Capable of performing most miscellaneous works activities across a wide range of operations in a productive manner eg gardening; traffic management planning & delivery; Nursery; vegetation management; fencing; clean ups; road repairs; tree lopping. This employee is likely to have specific licences and certificates. These may include HR; HC; loader; back hoe Chainsaw; EWP; Certificates in horticulture; ChemCert.</p> <p>Trade Person / Workshop A qualified tradesperson with between 2-5 years post apprenticeship experience in the industry relevant to YBE works or the probationary period for a qualified tradesperson with at least 5 years post apprenticeship experience in the industry relevant to YBE works.</p> <p><u>Please note:</u> all of the above will have strong skills and knowledge in terms of safety</p>	<p>Operator Demonstrated good skills and experience across a range of pieces of equipment on YBE sites. Supported by licenses and certificates of attainment. Capable of developing further in other equipment over time & with experience. Limited versatility.</p> <p>Miscellaneous Works A more experience labourer with a good level of skills. Capable of performing most miscellaneous works activities across a wide range of operations in a productive manner eg gardening; Nursery; traffic management planning & delivery; vegetation management; fencing; clean ups; Road repairs ; tree lopping; Chemcert. Generally will have a light vehicle relevant inductions, licence and relevant competencies in a broad range of equipment & activities</p> <p>Trade Person / Workshop A qualified tradesperson with between 0-2 years post apprenticeship experience in the industry relevant to YBE works or the probationary period for a qualified tradesperson with at least 3-5 years post apprenticeship experience in the industry relevant to YBE works. A trade assistant who has good skills and knowledge of machine / equipment and workshop practices. Is able to proactively support a trade person, Workshop Supervisor eg serviceman, tyre fitter, general hand.</p> <p><u>Please note:</u> all of the above will have sound skills and knowledge in terms of safety</p>	<p>basic environmental operations across a wide range of operations eg gardening; lawn mowing; Nursery; vegetation management; fencing; clean ups. Generally will have a light vehicle licence ; relevant inductions; relevant competencies in a small range of equipment & activities.</p> <p>Trade Person / Workshop Probationary period for a qualified tradesperson with at least 0-2 years post apprenticeship experience. A trade assistant who has reasonable mechanical and workshop knowledge or interest and be prepared to undertake further learning within this environment eg. Trainee serviceman, tyre fitter, general hand</p> <p><u>Please note:</u> responsible for their own personal safety and has an awareness of safe work practices in equipment use and working safely with others..</p>
Salary Permanent	\$25.94	\$24.45	\$22.96	\$18.43
Casual	\$32.40	\$30.35	\$28.29	\$23.04

Schedule 3- Acknowledgement Form

SIGNATORIES

Signed on behalf of:

YBE (2) Pty Ltd

by:

**Glenn Aitchison
Chief Executive Officer
YBE (2) Pty Ltd**

At YBE, Melville Bay Road Nhulunbuy NT on this day of 2011

Witnessed by:

At YBE, Melville Bay Road Nhulunbuy NT on this day of 2011

Signed on behalf of:

The United Voice NT Branch

by:

**LHMU
Branch Secretary
Northern Territory**

At Darwin on this day of 2008

Witnessed by:

At Darwin on this day of 2008