



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Trojan Workforce No. 3 Pty Ltd**  
(AG2023/3801)

## **TROJAN WORKFORCE NO. 3 PTY LTD SITE SPECIFIC (SORBENT - BOX HILL) METALS LABOUR HIRE AGREEMENT 2023-2025**

Industries not otherwise assigned

COMMISSIONER YILMAZ

MELBOURNE, 15 NOVEMBER 2023

*Application for approval of the Trojan Workforce No.3 Pty Ltd Site Specific (Sorbent – Box-Hill) Metals Labour Hire Agreement 2023-2025*

[1] An application has been made for approval of an enterprise agreement known as the *Trojan Workforce No.3 Pty Ltd Site Specific (Sorbent – Box-Hill) Metals Labour Hire Agreement 2023-2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Trojan Workforce No. 3 Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of 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 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and in accordance with s.54, will operate from 22 November 2023. The nominal expiry date of the Agreement is 1 July 2025.



COMMISSIONER

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## Annexure A



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South Australia  
Victoria  
Western Australia

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/3801

Applicant:  
Trojan Workforce No.3 Pty Ltd Pty Ltd

### Section 185 – Application for approval of a single enterprise agreement

#### Undertaking – Section 190

I, Jade Watson, Head of Human Resources, have the authority given to me by Trojan Workforce No. 3 Pty Ltd to give the following undertaking with respect to the *Trojan Workforce No. 3 Pty Ltd Site Specific (Sor bent – Box Hill) Metals Labour Hire Agreement 2023 - 2025 (Agreement)*:

1. In the event that the provisions of clause 21 of the *Manufacturing and Associated Industries and Occupations Award 2020 (Award)* are inconsistent with clause 28 of the Agreement, and the Award provides a greater benefit, clause 21 of the Award will apply to the extent of the inconsistency.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

A handwritten signature in black ink, appearing to be 'Jade Watson', written over a horizontal line.

Date

13.11.23

**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.**

**Trojan Workforce No. 3 Pty Ltd  
Site Specific (Sorbent - Box Hill)  
  
Metals Labour Hire Agreement  
2023-2025**

**PART 1**

**1. Title**

This Agreement shall be known as the Trojan Workforce No.3 Pty Ltd Site Specific (Sorbent – Box-Hill) Metals Labour Hire Agreement 2023-2025.

**2. Arrangement**

The Agreement is arranged as follows:

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### 3. Application of Agreement

3.1 This Agreement shall regulate the rates of pay and define the conditions of employment of employees of **Trojan Workforce No.3 Pty Ltd (ABN 61 096 722 593)** engaged in one of the classifications pursuant to Clause 10, and who are on-hired to clients' and work under the clients' direction under the terms of and conditions of this Agreement. This means, straight forward labour hire on an hourly hire basis for maintenance related tasks. Such tasks include contracted maintenance, installation, modification, de-Commissioning, demolition, trade and trade related fabrication, project, packaged and shutdown work. It excludes work carried out as part of a production process. It applies to such employees within the metal and engineering industry who are engaged from or work at client site 19 Ailsa Street Sorbent Box-Hill 3128

For the purposes of this clause, "**trade maintenance related fabrication work**" shall mean trade support functions such as trades' assistants, riggers, storeman, forklift drivers and the like, who are primarily assisting tradespeople.

3.2 This Agreement shall not apply to;

- 3.2.1 electricians or electrical work; or,
- 3.2.2 on-site building and construction [as defined below].
- 3.2.3 any operation that is a part of, or is preparatory to, or is for rendering complete, the prefabrication of made-to-order components to form part of any building, structure or works, whether carried out on-site or off-site;

'On-site building and construction' shall mean:

- (i) "on-site construction work" means metal trades work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:
- (ii) power stations, oil refineries, terminals, and depots; chemical, petro-chemical and hydrocarbon plants; and associated plant, plant facilities and equipment;
- (iii) major industrial and commercial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature;
- (iv) plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals, and the like;
- (v) transmission and similar towers, transmission lines and associated plant, plant facilities and equipment;
- (vi) metal trades work on other engineering projects;
- (vii) maintenance and/or repair and/or servicing work carried out on-site by the employees of contractors or subcontractors in connection with contracts for on-site construction work; and
- (viii) the on-site fabrication and/or installation of air-conditioning and/or ventilation systems and all work ancillary thereto, including packaged air conditioning units, thermostatic controls, water recirculation equipment, air volume regulators, diffusers, fans, heat exchange equipment and the like.
- (ix) But, on-site construction work does not include work which is incidental to or of a minor nature in relation to the work normally performed by an employee of an employer not engaged substantially in metal and engineering construction, including any such work associated with the installation or servicing of any of the following equipment or systems:
  - telephone;
  - telegraphic;
  - alarms;
  - surveillance;
  - electronic cash registers;
  - intercommunication;
  - sound;

- internal security systems;
- safes or other equipment designed to protect valuable items; or
- signs including illuminated signs.

#### 4. Parties Bound

The parties to this Agreement are:

- **Trojan Workforce No.3 Pty Ltd (ABN 61 096 722 593) ("Company");**
- all employees of the Company engaged in one of the classifications as contained in Clause 10 of this Agreement whose employment is, at any time when the Agreement is in operation, subject to this Agreement;
- subject to application pursuant to section 183 of the Act, the Automotive Food, Metals, Engineering, Printing and Kindred Industries Union ("union"), as the context requires, union means the union here named.
- This Agreement binds the Company, those of its employees to whom the Agreement applies, the union and its members to whom the Agreement applies.

#### 5. Date and Period of Operation

This Agreement will operate 7 days after the date of approval by the Fair Work Commission. The nominal expiry date of the Agreement is 1 July 2025.

The Agreement will continue in force until varied, terminated or replaced by another Agreement as agreed by the parties to this Agreement.

#### 6. Incorporation of Award Terms and National Employment Standards

- 6.1 The terms of the Manufacturing and Associated Industries and Occupations Award 2020 ("the Award"), as varied from time to time, are incorporated into this Agreement. However, variations to the Award that are detrimental to the employees covered by this Agreement will not be incorporated.
- 6.2 If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.
- 6.3 Despite clause 6.1, other than expressly provided for in this Agreement, any facilitative arrangements or Award flexibility clause in the Award shall not be used.
- 6.4 In this Agreement references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise.
- 6.5 Upon incorporating Award terms into the Agreement the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings, penalties and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.
- 6.6 Further, existing over Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.

#### 7. Objectives of Agreement

- a. To enable the Company to perform work in the activities covered by this Agreement in a productive and efficient manner.
- b. To enable employees to work in a productive, efficient, flexible, and safe manner in accordance with their full skill and competence to meet the requirements of the Company and their clients.
- c. To provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement.

**8. Dispute Settlement Procedure**

- 8.1 The parties to this Agreement agree that any issue in dispute including in relation to the National Employment Standards should be resolved following the disputes procedure outlined below.
- 8.2 For the avoidance of doubt, this includes but is not limited to the express terms of this agreement and any incorporated instrument, the "General Protections" provided in the Fair Work Act 2009 ("the Act"), and the National Employment Standards detailed in the Act, including any refusal of requests by the employer under s.65(5) and s.76(4).
- 8.3 The following procedure for the resolution of disputes shall apply:
- 8.4 The employee/s concerned shall first meet and confer with their immediate supervisor. The employee/s may appoint a representative to act on their behalf including a Shop Steward.
- 8.5 Subject to 8.11 and 8.12, below, where a representative who is an employee is involved, he or she shall be allowed the necessary time during working hours to interview the employee/s and the supervisor.
- 8.6 If the matter is not resolved at such a meeting further discussion involving more senior management and employee representatives will take place.
- 8.7 The representative shall be allowed, at a place designated by the Company, a reasonable period of time during working hours to interview external advisors requested by the employee representative, in the workplace.
- 8.8 To facilitate the speedy and efficient resolution of disputes:
  - 8.8.1 the party with the grievance must notify the other party at the earliest opportunity of the problem;
  - 8.8.2 throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
  - 8.8.3 sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedure is carried out as quickly as possible.
- 8.9 If parties have followed the above procedure and the matter remains unresolved, the parties may seek assistance through an agreed third party to assist in resolving the issue. If any party fails or refuses to follow any step of this procedure the non-breaching party shall not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to the Fair Work Commission.
- 8.10 If the matter remains unresolved the parties may, jointly or individually, refer it to Fair Work Commission.
- 8.11 Notwithstanding the above, if a matter arises directly between the parties to this Agreement or if the parties otherwise agree, without all the steps in this procedure being followed, the matter may be referred directly to Fair Work Commission
- 8.12 If conciliation fails to resolve the matter in dispute Fair Work Commission shall resolve the matter by arbitration.
- 8.13 While the parties are attempting to resolve the matter, the parties will continue to work in accordance with this Agreement and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of any State or Territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.
- 8.14 Subject to the pre-dispute status quo, except in the case of employee misconduct, whilst these processes are being followed the parties shall commit to avoiding stoppages of work, lock-outs or other bans and limitations on the performance of work. The Company shall ensure that all practices applied during the operation of this procedure are in accordance with safe working practices and consistent with its previous established practice.
- 8.15 Whilst these processes are being followed the parties shall be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.
- 8.16 In any dispute raised pursuant to this clause of the Agreement the employer and the union agree that each party shall bear its own costs.



## 9. No Extra Claims

The Company, employees covered by this Agreement and the unions party to this Agreement agree that they will not, for the duration of this Agreement pursue any extra claims in relation to any matters except where consistent with this Agreement.

## 10. Wage Rates

The wages payable are as follows

Classification		Column 1	Column 2	Column 3
		3.75%	3.50%	3.25%
	Current Hourly Rate	Effective 1 July 2023	First full pay period on or after July 1 2024	First full pay period on or after July 1 2025
C12	\$36.80	\$38.18	\$39.52	\$40.80
C11	\$40.27	\$41.78	\$43.24	\$44.65
C10	\$40.64	\$42.16	\$43.64	\$45.06
C9	\$44.09	\$45.74	\$47.34	\$48.88
C8	\$45.88	\$47.60	\$49.27	\$50.87
C7	\$48.38	\$50.19	\$51.95	\$53.64

The wage increases shall be payable as follows:

- The amount shown in column 1 shall be payable from the beginning of the first full pay period on or after 1st July 2023
- The amount shown in Column 2 shall be payable from the beginning of the first full pay period on or after 1st July 2024
- The amount shown in Column 2 shall be payable from the beginning of the first full pay period on or after 1st July 2025
- The hourly rates displayed in the above Wage table are ordinary hourly rates used to calculate overtime, and any other entitlements under this agreement and awards listed in this agreement

For the avoidance of doubt, the wage rates in this clause 10 do not include any leading hand allowance payable under the Award.

Note: The Award tool, and EFT allowance is included in the relevant classifications' rate of pay set out above. This will be adjusted according to Agreement variations.

## 11. Flexibility/Mobility of Labour

Employees of **Trojan Workforce No.3 Pty Ltd** in the Labour Hire Industry must possess a broad range of trade skills as over a period of three (3) months, for example, they could be employed in ship repair, on maintenance and installation of equipment in a manufacturing plant or on an oil refinery shutdown. These different industries have individual work tasks that are particular to that industry and employees are expected to perform to the requirements of the client Company. This requires a broad range of skills over and above what is expected from an employee in a fixed occupation.

As they move around the range of industries, employees must abide by the various work practices required by the client companies. Demarcation practices also differ between clients which places additional demands on employees requiring a more multi-skilled approach to the work situation.

In the course of a 3-month period, employees could work at up to 20 different workplaces. This requires starting and finishing

at different times as required by the client. Employees are also called upon to work overtime and shiftwork at short notice, as this is the nature of the industry.

## **12. Casual Labour**

Casual Conversion requirements are outlined and applicable as per the award.

The minimum period of engagement for a casual employee is 1 (one) working day. On each occasion a casual employee is required to attend work, the employee shall be entitled to payment for a minimum of 1 (one) day's work.

## **13. Employee Representatives**

### **13.1 Shop stewards:**

- 13.1.1 The Company must recognise shop stewards accredited by the Union.
- 13.1.2 The company will ensure that shop stewards are provided with the necessary access and facilities to promote the resolution of disputes at the site level, by measures based on consultation, co-operation and discussion.
- 13.1.3 The shop steward must have the opportunity to meet with all new employees covered by this agreement at induction or within one week of the commencement of their employment or at another time nominated by the shop steward, such meetings will be in paid time without loss of pay for the shop steward and employee.
- 13.1.4 Each year shop stewards will be granted 10 days paid training leave for attending union training / annual delegates forum/conference.
- 13.1.5 Shop stewards shall not be docked or suffer any loss of pay for attending proceedings relating to the dispute resolution procedure.

## **14. Welder's Certificate Allowance**

Employees who hold or obtain a Welders Certificate (or the replacement equivalent qualification) and use such certificate/s in connection with their employment, shall be paid an allowance of \$10.00 per week for each certificate to a maximum of three.

Once payment has been made for using such certificate/s, such payment will continue, regardless of whether the certificate/s is/are being used or not.

Separate payment for certificate/s will cease if the employee is transferred to the equivalent of a higher classification i.e. payment shall not be made twice, through a new designation level and this allowance.

## **15. Annual Leave Loading**

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An employee terminated (other than a casual) shall receive 17.5% annual leave loading paid on the all-purpose rate on a pro-rata basis to employees whose employment is terminated for any reason.

## **16. Travel Allowance**

16.1.1 The following rates of travel allowance shall apply where an employee is required to start and finish work away from the Company workshop or designated depot(s), not using Company transport;

- \$27.56 per day within a 35-kilometre radius
- Thereafter, 1.875 cents per kilometre each way, plus, in the case of an employee not using Company transport, 0.74 cents per kilometre car allowance to the site and return.

16.1.2 Should an employee commence work at the designated site and then be required/requested to travel to an alternate site during work time and using their own vehicle, any toll charges (E-Tag) reasonably incurred will be reimbursed by the company upon presentation of invoice/receipt.

## **17. Standby**

Where the Company is unable to provide work for a weekly hire full-time employee, the employee may be requested to remain at home awaiting work. If so, the employee shall keep in regular daily contact with the Company and be available

for work on short notice. Under these circumstances, the employee shall;

In the first instance, use any accrued time off entitlement (RDO's); and thereafter be paid their ordinary weekly base wage, \$10.00 less per day (annual leave only to be used by mutual agreement by employer & employee) in writing.

In the event which may result in not needing as many workers on any particular client site due to downturn in work and the like resulting in redundancy, the parties will come together and consult, if casuals or contractors will still exist, full-time employees will be given preference over casuals to remain.

Nothing in this clause shall affect the rights of the parties under section 524 of the Fair Work Act 2009.

#### **18. Payment of Wages**

The payment of wages shall be made pursuant to the National Employment Standards as prescribed by the Act.

The Company shall pay wages direct into an employee's bank account by electronic funds transfer ("EFT"), the money to be available on a normal pay day.

Pay slips showing full details of hours and allowances shall be issued within one working day of the pay date mailed or emailed to the employee's nominated address. Where possible, industry contributions noted in this agreement shall be included on the payslip.

The Company agrees to provide employees with a direct debit facility from wages for union dues for remittance to the relevant union.

If through the fault of the Company, an employee who is paid by EFT is kept waiting for their wages after the normal pay time and after the employee has notified the Company then the employer shall make a cash payment to the employee prior to noon the day after the day the employer was notified.

Where as a result of the direct fault and causation of the employer, an employee's wages are not actioned to be paid by the employer, and the employee receives a bank fee charged for the late payment of a loan or dishonour fee, the employee will raise a reimbursement claim for such fee incurred up to a maximum of \$85.00, subject to providing proof of the bank fee to the employer.

#### **19. Superannuation**

The Company agrees to make contributions into the C+BUS Superannuation Fund for all employees covered by this Agreement, both weekly hired and casual. These payments will be at the rate of 11% of ordinary time earnings of the Superannuation Guarantee Charge rate. These contributions will be paid on a pro rata basis for employment which is less than a completed week. This amount shall be calculated according to the number of day's employment per week.

## **20. Protective Clothing**

### **20.1 Overalls/Workpants + Shirts**

The employer will have the option to provide either overalls or workpants and shirt which will be issued free of charge (and they remain the respective Company's property) as near as practicable to commencement of employment and will be laundered and repaired each week, free of charge.

Before being issued with overalls or workpants and shirt, each employee will sign an authority allowing the Company to deduct from final wages, an amount equal to the replacement value of any overalls that are not returned, regardless of the conditions of the same.

### **20.2 Safety Boots**

Each employee, after 3 months' continuous service, will be reimbursed (on production of a receipt), the cost of one pair of safety boots (approved by the employer), in each year, to a maximum of \$200.00

### **20.3 Wet Weather**

All protective clothing such as wet weather jackets, safety helmets, welding jackets, welding shields, welding gauntlets, rubber boots, etc, (which remain the property of the Company), will be supplied on all occasions deemed necessary.

### **20.4 Jackets**

After 12 months' continuous service, each employee will be supplied by the Company, free of charge, with a Bluey Jacket (or equivalent in cost or quality) either heavy or light duty. These jackets are to be of good quality. The Bluey Jacket will be the property of the employee, who will be responsible for the cleanliness and upkeep of the garment. Replacement will be on the basis of fair wear and tear. The jacket shall be produced to the employer for examination if so required. This clause will supersede the supply of Bluey Jackets applying under any other industrial agreements.

### **20.5 Prescription Safety Glasses**

The company shall provide or reimburse for full-time employees upon receipt being provided capped at \$300- p/year and then on a fair wear & tear basis or documented deterioration or on a case-by-case basis.

### **20.6 General Conditions**

Where the Company is bound by a contract or other provisions which requires an issue of clothing which exceeds the above, the Company will observe the better provision.

## **21. Occupational Health and Safety Representative**

The Company will recognise a duly elected occupational health and safety representative. The occupational health and safety representative will be provided with training at a suitable course of his/her choice. The cost of this will be met by the Company.

## **22. Compliance with Laws**

The parties will comply with their obligations under the state occupational health and safety legislation.

### **23. Compensation for Stolen Tools**

The Company will provide compensation for employee's tools of trade stolen whilst engaged for duties at a client's premises subject to the following conditions:

23.1 The tools should be in a locked toolbox provided by the employee.

23.2 The tools should be clearly identified with the employee's name.

23.3 The tools must be secured in a safe place nominated by the client at the said client's premises, subject to the following conditions:

- Any claim will only be accepted if there is a proven breaking and entering and resultant theft of/from the client's premises;
- Any claim must be accompanied by a police report of the theft;
- This clause will only apply to employees who are classified as a tradesperson under this Agreement.
- Each claim for replacement of stolen tools shall only be considered where such claims is for at least \$100.00;

Each claim shall be limited to maximum total replacement value of \$800.00 regardless of trade.

23.4 Original receipts for purchases for any replacement tools must be produced by the employee prior to any reimbursements from the Company. This would not apply if the Company supplies equivalent replacement tools.

### **24. Severance**

24.1 Contributions for all employees will be made into the Protect Fund.

The maximum weekly contribution rate shall be to \$80.00 per week worked for the life of the Agreement. A pro rata amount shall be payable for employment which is less than a completed week. This amount shall be calculated according to the number of days employment per week.

24.2 In the case of apprentices, the following contribution rate will apply and index yearly with CPI

First year	\$35.00
Second year	\$40.00
Third year	\$55.00
Fourth year	\$65.00

(except where prevailing conditions are greater)

### **25. Shutdown or Start up on Major jobs**

There is potential for significant amounts of time to be lost in the start-up of jobs involving large numbers of employees.

It is agreed that all employees will be ready for work at the nominated start time for each shift to allow for the efficient and prompt deployment of personnel and to enable work to commence on time.

### **26. Induction**

Where an employee is invited to attend an induction specific to a client's site and then is employed on that client's site, the employee will be paid for attending the initial induction.

## 27. Income Protection Insurance

- 27.1 The company must provide and maintain income protection insurance for sickness and accident for all employees covered by this agreement.
- 27.2 Where the company at the time this agreement comes into operation, does not have income protection insurance arrangements the parties shall agree on a provider.
- 27.3 Such income protection insurance must be obtained by the company through a provider although the company shall not be required to contribute greater than 2.2% of payroll (including tax) for such insurance during the life of this agreement
- 27.4 Where at the fault of the company income protection has;
- Not been obtained, or
  - Been discontinued,

The company shall pay full wages including normal penalties, loading and allowances for all time an employee is unable to attend work due to accident, illness or injury to the extent as if the employee was covered by income protection insurance.

- The company shall pay the employees their benefits under this sub clause weekly.

If an income protection insurance provider is used. Benefits must commence as soon as the income protection insurance provider approves the claim.

## 28. Apprentices

The Company agrees that they will, subject to operational and business requirements, take on apprentices provided that the use of such apprentices does not jeopardise the employment of current personnel.

Consideration will be given to the usage of apprentices for short term duration from group schemes on a workload requirement basis.

All apprentices shall be supervised by an appropriately qualified tradesperson.

Apprentices working at sites pursuant to a written contract for the provision of a permanent maintenance crew will be paid the following percentages of the C10 rate of pay as set out in this Agreement:

- Year 1 50%
- Year 2 60%
- Year 3 75%
- Year 4 90%

The variations to the Manufacturing and Associated Industries and Occupations Award 2020 made pursuant to the Full Bench decision in Modern Awards Review 2012—Apprentices, Trainees and Juniors [2013] FWCFB 5411 shall be incorporated into this Agreement.

Apprentices shall be entitled to superannuation pursuant to the Superannuation Guarantee Levy.

The parties are committed to the further development of skills in the industry. In an endeavour to boost apprentice numbers in labour-hire, a joint committee will be formed to develop a framework with the aim of achieving this.

## 29. CoINVEST/LeavePlus



All eligible employees will be registered with LeavePlus (entity name CoINVEST Limited).

### **30. Roster Days Off (RDO) and Additional RDO**

- 30.1 Employees that are on a 37 hour week (40 ordinary hours worked with a deduction of 3 hours for RDO accrual), will accrue 13 RDO per year, plus an additional 6 RDO's per year (the "Additional RDO"), 19 RDO's in total per year.
- 30.2 Employees shall not have more than 10 banked RDO's at any one time.
- 30.3 The Additional RDO do not accrue in hours. The Additional RDO will continue to accrue by deducting the proper quantum (in dollars) from the employee's gross ordinary weekly earnings, which is then set aside. The employee may take the Additional RDO when sufficient monies have been accrued.
- 30.4 The way in which the additional RDO are taken will be agreed between the parties, in consultation with the employees concerned.

### **31. Picnic Day**

Where practicable the company will allow employees to take a rostered day off on the first Monday in December for the purpose of attending the union picnic day. The request for taking this RDO will be gauged against client requirements and will not be unreasonably declined providing that it does not impact dramatically on client requirements.

### **32. Training**

Where an employee undertakes training required by the Company it shall be at the Company's expense and as far as practicable in the employee's usual working time and the employee shall not lose pay for attendance or travel costs associated with such training. Where an employee seeks to undertake further training and development that is consistent with the needs of the Company, the Company will provide assistance to the employee, in terms that the Company approves, for this to occur.

### **33. Higher Classifications**

Where a client of the employer employs mechanical trade maintenance employees at the relevant client site, to perform the same work as employees covered by this agreement, and such client employees are classified at a higher classification than normal, the relevant employee of the employer shall be paid the same rate of pay as that equivalent client employee for the duration of the assignment at that client site. This clause shall not apply where an employee covered by this agreement is paid a higher rate of pay than the equivalent client employee.

Where the employer has entered into a client service arrangement with a business at a relevant client site prior to the approval of this agreement, the Company and the employees' union shall meet to agree on arrangements for the implementation of this clause.

### **34. Modern award application**

Please refer to the Modern Award for the application for the following:

- 1. Shiftwork
- 2. Ordinary hours of work – continuous shiftwork
- 3. Ordinary hours of work – other than continuous shift work
- 4. Rosters
- 5. Shift allowances
- 6. Rate for working Saturday shifts and Sunday and Public Holiday Shifts
- 7. Overtime on shiftwork
- 8. Termination

### 35. Consultation

#### 35.1 Introduction of Change and duty to notify

Prior to the company making a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the employee representatives.

"Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award (as varied by clause 5 of this Agreement) makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

When the employer contemplates changes to regular rostering or ordinary hours of work, the employer must genuinely consult the affected parties covered by this agreement, and any other representative of employees nominated by any affected employee, prior to the introduction of such changes, the effects they are likely to have and the measures for averting or mitigating the adverse effects of such changes.

#### 35.2 Company's duty to discuss change

The Company shall discuss with the employees affected and their representatives, inter alia, the introduction of the changes referred to 35.1.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

For the purposes of such discussion, the Company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

The relevant employees may appoint a representative for the purposes of the procedures in this term. If employee/s appoint a representative for the purposes of this term; the employer will be notified of the identity of the representative and the employer must recognise the representative.

The company will ensure that relevant employees are invited to give their views about the impact of any change (including any impact in relation to their family or caring responsibilities).

#### 35.3 A The company shall provide information in languages other than English for employees of non-English speaking background.

#### 35.4 Company's duty to be reasonable

The Company shall take reasonable steps to mitigate the adverse effects of change upon employees.



### **36. Workplace Flexibility**

- 36.1 The terms in clause 36.6.1 of the Agreement may be varied by an individual flexibility arrangement ("IFA").
- 36.2 The Employer will not make an IFA unless the following conditions are satisfied:
- 36.2.1 The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
  - 36.2.2 The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
  - 36.2.3 The IFA must be genuinely agreed to by the employer and the employee;
  - 36.2.4 The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to;
  - 36.2.5 The IFA must be able to be terminated:
    - 36.2.5.1 by either the employee, or the employer, giving written notice of not more than 28 days; or
    - 36.2.5.2 by the employee and the employer at any time if they agree, in writing, to the termination.
  - 36.2.6 The IFA must be in writing and signed:
    - 36.2.6.1 in all cases—by the employee and the employer; and
    - 36.2.6.2 if the employee is under 18—by a parent or guardian of the employee; and
  - 36.2.7 The IFA must be given to the employee within 14 days after it is agreed to.
- 36.3 Where the employer intends to reach any individual flexibility arrangement under this Agreement, the employer must inform in writing, any union(s) covered by this agreement of the employer's intent to enter such an arrangement, at least seven days prior to entering that arrangement. When informing the union(s) under this subclause, the employer must:
- 36.3.1 include details of the term(s) of the agreement and/or incorporated award(s), and which classification of employees are proposed to be subject to such an arrangement.
  - 36.3.2 not disclose the name of any employee who the employer proposes to be subject to the individual flexibility arrangement, without the consent of that employee.
- 36.4 For the avoidance of doubt, informing union(s) under this subclause does not mean that those union(s) must approve or consent to the individual flexibility arrangement.
- 36.5 It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.
- 36.6 The terms that may be subject to an IFA are:
- 36.6.1 (b) RDO's

### **37. Paid Parental Leave**

When an employee takes the PPL entitlement as per the Parental Leave Act 2010 and the Paid Parental Leave Amendment (Improvements for Families and Gender Equality) Act 2023, the employee will be eligible for the benefits provided by the PPL scheme specified by current legislation.

### **38. Personal Leave**

An employee will not be required to provide a medical practitioner certificate or statutory declaration in lieu of a medical practitioner's certificate for single day absence. This will only be required for those absences that are more than one single day.

### **39. Public Holidays**

Employees will be entitled to the Victorian state government as gazetted public holidays published annually.

#### **40. Family Violence**

- 40.1 Employees experiencing family violence will have access to personal/sick leave additional paid leave and leave without pay as per the NES.
- 40.2 An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the employee's minimum wage rate prescribed in clause 10 to attend proceedings, counselling and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family violence.
- 40.3 Employees experiencing family violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.
- 40.4 Employees may use accrued personal carer's leave and where necessary leave without pay to a maximum of 10 days per annum to support a person experiencing family violence.
- 40.5 An employee may be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional or by statutory declaration.
- 40.6 All personal information about family violence will not form part of the employee records and will be kept confidential.
- 40.7 An employee experiencing family violence will be offered referral to the employee assistance program and/or other local resources.
- 40.8 An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of or perceived experience of family violence.
- 40.9 Delegates and Health and Safety Representatives will be provided time off work for appropriate training in supporting employees at the workplace who are experiencing family violence.

#### **41. Compliance with Licensing Requirements**

When being engaged to do or provide labour-hire services under this agreement, the company/employer must comply with the Labour Hire Licensing Act 2018 (Vic).

#### **42. Aboriginal and Torres Strait Islander commitments**

- 42.1 The Parties to this Agreement recognise the significant cultural importance of Indigenous Australians. To this end, the Employer, wherever possible, shall endeavour to employ, mentor, and support Aboriginal and/or Torres Strait Islander people.
- 42.2 Where the Parties to this Agreement cannot achieve direct employment, mentoring and support, the Employer shall endeavour to engage certified Indigenous Australian owned and controlled organisations in order to meet Aboriginal and/or Torres Strait Islander Employment Commitments as per agreement obligations.

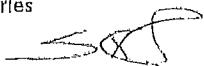
#### **43. Commitment to Productivity and Continuous Improvement**

The Parties to this agreement recognise and strive towards efficient workplace practices, effective communication and those measures that promote and enhance productivity and efficiency.

The parties agree to productivity improvements and those initiatives designed to increase effective workplace practices where reasonable. These initiatives may apply to the way things are done, when they are done to the quality of what is done or to improve the ability of the site to meet the operational needs.

The primary focus is to be on best practice, efficiency, effectiveness, and quality of employment.

44. Signatories



~~Signed and dated on behalf of the Automotive Food, Metals, Engineering, Printing and Kindred Industries Union~~  
~~251 Queensberry Street, Carlton South, Victoria, 3053~~

SIMON KENT FITTER

18/10/23

Name

Title

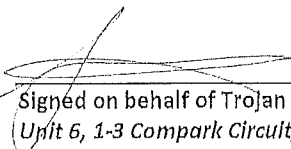
Date

DAMIAN HIBBERT

Witness

Witness Signature



  
Signed on behalf of Trojan Workforce No. 3 Pty Ltd  
Unit 6, 1-3 Compark Circuit, Mulgrave Victoria 3170

Jade Watson Head of HR

19/10/23

Name


Title

Date

Jane Egan

Witness

Witness Signature





THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/3801

Applicant:  
Trojan Workforce No.3 Pty Ltd Pty Ltd

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

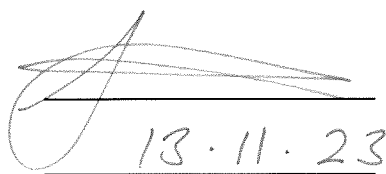
I, Jade Watson, Head of Human Resources, have the authority given to me by Trojan Workforce No. 3 Pty Ltd to give the following undertaking with respect to the *Trojan Workforce No. 3 Pty Ltd Site Specific (Sorbent – Box Hill) Metals Labour Hire Agreement 2023 - 2025 (Agreement)*:

1. In the event that the provisions of clause 21 of the *Manufacturing and Associated Industries and Occupations Award 2020 (Award)* are inconsistent with clause 28 of the Agreement, and the Award provides a greater benefit, clause 21 of the Award will apply to the extent of the inconsistency.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

Date

  
13.11.23