



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Trojan Workforce Pty Ltd TWF3
(AG2018/5497)

TROJAN WORKFORCE NO.3 ASC SUPPLEMENTARY LABOUR HIRE AGREEMENT 2017-2020

Manufacturing and associated industries

COMMISSIONER MCKINNON

MELBOURNE, 9 NOVEMBER 2018

Application for approval of the Trojan Workforce No.3 ASC Supplementary Labour Hire Agreement 2017-2020.

[1] An application has been made for approval of an enterprise agreement known as the *Trojan Workforce No.3 ASC Supplementary Labour Hire Agreement 2017-2020* (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 Pty Ltd TWF3. The Agreement is a single enterprise agreement.

[2] Written undertakings have been given in accordance with s.190 of the Act. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), The Australian Workers’ Union, and Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 November 2018. The nominal expiry date of the Agreement is 27 September 2020.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/5497- Trojan Workforce No.3 Pty Limited ASC Supplementary Labour Hire Agreement 2017-2020

Applicant:

Trojan Workforce No.3 Pty Limited.

Undertaking- section 190

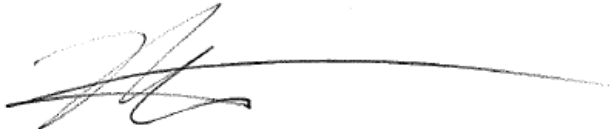
I, Frank Morgante, General Manager Southern Region at Trojan Workforce Pty Limited give the following undertakings with respect to the *Trojan Workforce No.3 Pty Limited ASC Supplementary Labour Hire Agreement 2017-2020* ("the Agreement"):

1. I have the authority given to me by Trojan Workforce Pty Limited (the Company) to provide this undertaking in relation to this application before the Fair Work Commission.
2. Notwithstanding anything that may be written in the Agreement. The company undertakes that the following clauses will operate subject to the National Employment Standards:
 - a. Clause 12 – Redundancy
 - b. Clause 15(a) – Casual Employees
 - c. Clause 15(c) – Termination

Employer name: Frank Morgante

Authority to sign: General Manager Southern Region

Signature:



Date: 16 October 2018

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

TROJAN WORKFORCE NO. 3 PTY LIMITED

ASC - SUPPLEMENTARY LABOUR HIRE AGREEMENT 2017-2020

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1. TITLE

This Agreement shall be known as the *Trojan Workforce No.3 ASC Supplementary Labour Hire Agreement 2017-2020*.

2. DEFINITIONS

"Act" shall mean the *Fair Work Act 2009*;

"Agreement" shall mean the *Trojan Workforce No.3 ASC Supplementary Labour Hire Agreement 2017-2020*

"ASC" means the ASC Site at Osborne;

"Award" shall mean the *Manufacturing and Associated Industries and Occupations Award 2010*;

"Company" shall mean Trojan Workforce No. 3 Pty Limited;

"Employee" shall mean any person who is employed by Trojan Workforce No. 3 Pty Limited whether on a full time or casual basis in a classification contained in Appendix 1 and who works at ASC;

"Unions" shall mean Australian Manufacturing Workers Union, the Australian Workers Union and the Communications, Electrical and Plumbing Union.

3. SCOPE

This Agreement shall apply to the employment of Trojan Workforce employees whilst employed at the ASC Site, Osborne and any other ASC Sites within Australia.

4. PARTIES BOUND

This Agreement shall cover:

- a) The Company in respect of its Employees employed under this Agreement.
- b) All employees of the Company as defined in clause 2.
- c) Subject to the Unions giving the required notice to Fair Work Australia under s.183 of the Act then the Unions will be covered by this Agreement.

5. DATE AND PERIOD OF OPERATION

This Agreement shall be operative from 7 days after it is approved by the Fair Work Commission and will expire on the 27th of September 2020

6. RELATIONSHIP TO AWARD

The Act permits this Agreement to incorporate by reference terms from the Award.

Consequently the Award is incorporated as amended from time to time by Fair Work Australia.

In incorporating the Award terms by reference into this Agreement they are to be read as altered to incorporate necessary changes resulting from them being provisions of an agreement rather than provisions of the Award. For example, the words "this award" would become "this agreement".

Where there is any inconsistency between a term in this Agreement and a term of the Award which has been incorporated by reference, the term in this Agreement shall take precedence to the extent of the inconsistency.

7. NO EXTRA CLAIMS

All parties to this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increase or any claims sought of any nature, for wages or otherwise, or granted, except for those provided under the terms of this Agreement.

Any pay increases awarded by Fair Work Australia during the life of this Agreement shall be absorbed into the rates of pay determined by this Agreement.

8. EMPLOYEE CONSULTATION

This term applies if:

- a) 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
- b) the change is likely to have a significant effect on employees of the enterprise.

The Company must notify the relevant employees of the decision to introduce the major change. The relevant employees may appoint a representative for the purposes of the procedures in this term. If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.

As soon as practicable after making its decision, the Company must:

- a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and

b) for the purposes of the discussion — provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees. 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 above are taken not to apply. In this term, a major change is likely to have a significant effect on employees if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.

In this term, *relevant employees* means the employees who may be affected by the major change.

9. WAGE RATES AND ALLOWANCES

a) Wage Rates

Employees of the Company shall be classified into one of the undermentioned classifications and once classified shall be entitled to receive the weekly wage rate for the classification concerned for working ordinary hours:-

The weekly rates of pay are set out below..

Classification	Current	3% First pay period after the Agreement comes into operation	2 % First pay period to commence 12 months after the agreement comes into operation	1% First pay period to commence 18 months after the agreement comes into operation
GSW5	\$1027.88	\$1058.72	\$1079.89	\$1090.69
GSW4	\$1081.71	\$1114.16	\$1136.44	\$1147.80
GSW3	\$1135.85	\$1169.93	\$1193.33	\$1205.26
GSW2	\$1189.15	\$1224.82	\$1249.32	\$1261.81
GSW1.5	\$1216.65	\$1253.15	\$1278.16	\$1290.94
GSW1	\$1243.83	\$1281.14	\$1306.76	\$1319.83
GSW9.5	\$1274.16	\$1312.38	\$1338.63	\$1352.02
GSWB		\$1345.16	\$1372.07	\$1385.79
GSWA	\$1337.81	\$1377.94	\$1405.50	\$1419.56
GSWB#	\$1404.72	\$1446.86	\$1475.80	\$1490.56
TC10	\$1243.83	\$1281.14	\$1306.76	\$1319.83
TC9	\$1304.31	\$1343.44	\$1370.31	\$1384.01
TC8	\$1364.25	\$1405.18	\$1433.28	\$1447.61
TSW1	\$1424.37	\$1467.10	\$1496.44	\$1511.40
TSW2	\$1484.86	\$1529.41	\$1560.00	\$1575.60
TSW3	\$1545.68	\$1592.05	\$1623.89	\$1640.13
TSW4	\$1605.98	\$1654.16	\$1687.24	\$1704.11
TSW5#	\$1686.28	\$1736.87	\$1771.61	\$1789.33

Note: refer to Appendix 1 to cross-reference Classifications to Award Classifications.

= Management Approved Positions only

Such classifications and rates therefore, together with the allowances payable in accordance with Appendix 2, are to cover all aspects of the business of the Company at ASC including any premises or worksites within the ASC site at which employees of the Company might need to perform their duties on behalf of the Company.

* Employees who have completed 12 months accumulative service at TSW1 or GSW4 on ASC sites and have displayed to management their ability to work at this level will be paid as such.

For the life of this Agreement all periods of employment under the Agreement will be deemed to be continuous.

b) Special Rates & Allowances

i. Confined spaces

Employees when working in confined spaces (as defined below) shall be paid the standard rate per hour in accordance with Appendix 2.

"Confined space" means a Tank:

- the dimensions of which necessitates an employee working in a stooped or otherwise cramped position; and
- is fully enclosed; and
- the only access is through one or more manholes, being a hole for temporary access to the tank, about 450mm x 350mm, where a cover is bolted on when the tank is in use or a temporary opening of the same size taken for access during the production phase, this will be closed by welding when the opening is not further needed.

Exceptions are:

- the battery compartments' side and bottom tanks;
- number 5 fuel tank;
- number 2 slop drain tank;
- which are considered confined as soon as installed

ii. Combination confined space and hot place

Employees when working in a combination confined space and hot place (as defined below) shall be paid in accordance with the rate identified in Appendix 2 per hour as follows:

Temperature

"Combination confined space and hot place" means a confined space as defined wherein an employee is required to weld steel, preheated to temperatures in excess of 54 degrees Celsius.

iii. Wave Guide Installation and handling

A 2 tier allowance (Appendix 2) applies to Electricians and Operators handling and installing wave guide components. By way of explanation equipment operating at microwave frequencies are often interconnected by waveguide assemblies. These Radio Frequency (RF) transmission lines are made of metal sections of round or rectangular tubing. A standard length of tube with attached flanges comprises a standard waveguide section. A waveguide assembly uses internal air (or gas) as a dielectric and consists of a series of bolted-together sections to form an interconnecting assemble.

- (i) Tier 1 Allowance: Employees conducting installation and alignment of waveguide components on a ship or part of connecting waveguide components to ship interfaces and testing of installed waveguide components shall be paid in accordance with the agreed rate identified in Appendix 2.

- (ii) Tier 2 Allowance: Employees conducting general pre-installation and pre-assembly duties shall be paid in accordance with the agreed rate identified in Appendix 2.
 - General pre-installation duties include identification and inspection of delivered waveguide components in accordance with installation drawings.
 - Pre-assembly duties of waveguide components includes packing and handling of waveguide components in preparation for transport to ship and handling and transport of waveguide components to ship.

iv. Restricted Access Pipewelders

Restricted Access Pipe Welding Rate

A Pipe Welder, who maintains the required qualification and skill level, will be eligible to receive the restricted access pipe welding rate in accordance with the agreed rate identified in Appendix 2 which is inclusive of all other allowances when:

- (i) Pipe welding is being performed in tanks and free flood or confined spaces where access is restricted and advanced techniques are required (e.g. through the root welding method, welding with the aid of a mirror, welding using his opposite hand, using a combination of the above).
- (ii) Pipe welding is being performed in restricted areas or section consolidation and where advanced welding techniques are required (e.g. through the root welding method, welding with the aid of a mirror, welding using his opposite hand, using a combination of the above).
- (iii) Other areas as designated by the Senior Welding Foreman prior to any welding commencing.

NB: It is agreed that as other areas are identified, the details will be included with those aforementioned.

- (iv) It is further agreed that employees performing this work for more than four hours will be paid the allowance for the remainder of ordinary hours (and any overtime hours) performed on that day.
- (v) Pipewelders identified as being of sufficient skill to undertake and complete TIG Welding of pipes in restricted positions i.e. the use of mirrors, ambidextrous applications and welding through the root in difficult locations will be sent for a fitness assessment for the required role.

It is intended where possible to use the system of back to back and rotation of qualified personnel for this work. The current work/rest routine will continue to apply.

v. Shipwatch / Subwatch Allowances

- (i) **Shipwatch allowance:**

will be in accordance with the agreed rate identified in appendix 2

- (ii) **Subwatch allowance: ASC North employees only.**

Production employees who are required to monitor systems on-board the boat will be paid a Subwatch allowance in accordance with appendix B

A competency all-purpose allowance for the successful completion of Subsafe modules 1 and 2 will be in accordance with appendix B to become effective 10th June 2013. In the event that some production employees have not been trained by 10th June 2013 payment will be made.

vi. Plumbers, Gas Fitters and Electricians Regulations 2010 (SA) Electrical Workers Registration

To enable the formal practical training of electrical apprentices on site, those electricians currently holding Electrical Workers Registration (formerly recognised as an A Class Licence) will be reimbursed for renewal fees on evidence provided and application to the Company.

vii. Special Tank/Cleaning Rate

- (i) Operators carrying out pre survey and/or repair work cleaning of fuel oil, slop drain and sewage tanks that have been in service will be paid the hourly rate (inclusive of all allowances) identified in Appendix 2, in addition to their usual hourly rate, whilst engaged in this task.
- (ii) Operators carrying out specific cleaning duties as directed by Production supervisors will be paid the hourly rate (inclusive of all allowances) identified in Appendix 2, in addition to their usual hourly rate, whilst engaged in this task.
- (iii) Carries out work on the Sewage System: Sewage Tank, Bladder removal/replacement. System flush, black water drain prior to maintenance, sewage macerator replacement/maintenance, black water pipe (including trellaborg hose or valve removal/replacement).

viii. Restricted Access Hull Welding

- (i) Restricted Access Welding Rate.

It is agreed that a rate per hour as defined in Appendix 2 (inclusive of all allowances if work is performed for under four hours) for restricted access welding will be paid to hull welders who are nominated by management and who meet the criteria described in this clause.

It is further agreed that hull welders performing this work for more than four hours will be paid the allowance for the remainder of ordinary hours (and any overtime hours) performed on that day.

A hull welder will be eligible to receive the restricted access welding rate which is inclusive of all other allowances only when:

- Welding is being performed onboard vessels where access is restricted and advanced techniques are required (e.g. single sided welding method, welding with the aid of a mirror, welding using his opposite hand, using a combination of the above).
- A Tradesperson who has achieved recognition by Management as a restricted access welder who demonstrates an advanced capability to weld proficiently in positions that are in difficult locations by using standard welding techniques and maintains required qualification and skill levels.

- Other weld areas onboard as designated by the Senior Welding Foreman prior to any welding commencing. In the event of a dispute over payment eligibility, the employee representative shall be notified.
- Consolidation Welding. Advanced welding techniques being performed on the hull, below main deck, superstructure and double bottoms, where advanced welding techniques are required; (e.g. Single sided welding method, ceramic backing method, sequence welding, welding with the aid of a mirror on the listed areas, welding using opposite hand in a combination of the above.

NOTE: (1) Welders who meet the aforementioned criteria and who are classified at TSW 3 and are recognised by Management as restricted access hull welder will be paid at TSW 4.

ix. ERG Allowance

Employees who are members of the Emergency Response Group shall be paid the allowance identified in Appendix 2.

x. Restricted Access Grinding Allowance

Employees who have been tasked by the Senior Welding Foreman to perform restricted access grinding tasks associated with hull welds and consolidation activities (refer above for guidance on Consolidation activities) will be entitled to the higher duties allowance as contained in Appendix 2, this will be agreed with the Senior Welding Supervisor before such grinding commences.

Any operator performing this work for more than four hours will be paid the allowance for the remainder of that day/shift.

xi. Open Crane Ticket

(Management Approved Position)

An employee who has an open crane ticket and is trained and deemed competent to operate the Manitowoc Crane shall be paid at the equivalent rate of TSWET#.

xii. Special Industry Allowance

In order to recognise the peculiar aspects of working in a Shipbuilding / Submarine building / maintaining environment, an allowance will be paid for all purposes outlined in Appendix 2 and having regard to such factors as:

1. Climatic conditions when working in the open.
2. Physical demands of having to climb stairs and ladders.
3. Working on all types of scaffolding.
4. Amenities not always being convenient.
5. Exposure to dust, fumes, heat, cold and windy conditions.
6. Other related industry factors.

NB: This allowance will become effective from the 10th of June 2013.

xiii. Set to work Allowance

Employees undertaking tasks which involve diesel running during STW and as a consequence are required to wear ppe including the use of EABS if required on board the submarine will be paid an allowance in accordance with 2. Any employee performing this work for more than four (4) hours will be paid the allowance for the remainder of that day/shift.

xiv. Installation and Removal of Battery Cells

A two tier allowance applies if the following criteria are met;

NB:

- i) To be paid to all members of the dedicated battery team (as nominated and directed by nominated supervisors) instead of confined space allowance when batteries are being installed in that battery compartment.

Tier 1

Amount - in accordance with the agreed rate identified in Appendix 2 per hour.

- Installation of the battery;
- Millivolt drop test;
- Removal and replacement of defective cells;
- Periodical battery maintenance duty of torque testing (every 8 months);
- Rectification of defects requiring removal & reinstallation of copper;
- Cooling and/or agitation systems;
- Installation work undertaken in the compartment, eg, installation of earth monitoring systems, etc;
- Cleaning of oxidation off bars; and
- Removal and replacement of battery probes.

Tier 2

Amount - in accordance with the agreed rate identified in appendix 2 per hour.

General maintenance duties, eg:

- All round readings;
- Dipping;
- Cleaning of cells, cleaning of vent plugs;
- Agitation checks;
- Maintenance of lighting; and
- Gas sensor maintenance, etc.

Employees performing this work for more than four (4) hours will be paid the allowance for the remainder of that day/shift.

xv. Prescription Safety Glasses

Employees required to have prescription safety glasses to perform their duties will be entitled up to \$130 contribution from the employer. This will be paid on receipt of the cost of the prescription safety glasses and will only be available once per annum. If Prescription Safety Glasses are damaged on the job they will be replaced on receipt of the cost up to \$130.00 contribution from the employer once per annum.

xvi. First Aid Qualification

An employee who holds a current appropriate first aid qualification (such as a certificate from the St. John's Ambulance) and who is appointed by the Company to perform first aid duty shall be paid a weekly allowance in accordance with the agreed rate identified in Appendix 2 for all purposes of the Agreement.

xvii. Call Back

An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work or where the employee has been paid for standing by in accordance with sub-clause (f) hereof shall be paid for a minimum of three hours' work at the appropriate rate for each time he or she is so recalled; provided that:-

- i. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three or four hours as the case may be if the job the employee was recalled to perform is completed within a shorter period.
- ii. this sub-clause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- iii. Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purpose of sub-clause (c) of this clause when the actual time worked is less than three hours on such recall or on each of such recalls.
- iv. A call back "allowance" as identified in Appendix 2 will apply to any employee who is called back in accordance with this clause. If requested, the company will provide an appropriate letter for taxation purposes.

Where a docking or undocking occurs which results in the work continuing past 7.00am the call in will be treated as an allowance in accordance with Appendix 2.

xviii. Motor Allowance

An employee who by agreement with the Company uses their own motor vehicle on the Company's business shall be paid an allowance in accordance with the agreed rate identified in Appendix 2 per kilometre travelled.

10.AVOIDANCE OF INDUSTRIAL DISPUTES

The following procedure shall apply to the handling of any disputes which may arise within the Company, or under this agreement or in relation to the National Employment Standards.

- (i) An employee who has a grievance should report it to their immediate foreman and may resolve it at that time. After reporting the matter to the foreman advice may then be sought from a representative of the employee's choice.
- (ii) Where any matter remains in dispute after it has been considered jointly by the appropriate supervisor and by the employee/s concerned, it shall then be examined by the officer appointed by the Company to deal with industrial matters in conjunction with the employee, or if requested, the employee representative and in any case within one ordinary working day unless otherwise agreed.
- (iii) All of whom shall take all reasonable steps to settle the dispute.

- (iv) If the dispute remains unsettled after the procedures specified above have been concluded, the matter will be referred to Fair Work Australia for conciliation and/or arbitration. The parties to the dispute will comply with Fair Work Australia's decision. Any party to the dispute may appeal the decision to a full bench of Fair Work Australia within 14 days of advice of the arbitrated decision. Parties to the dispute are entitled to representation.
- (v) While the procedures specified herein are being followed work shall continue normally and the status quo of the matter in dispute shall remain, having regard to the Work Health and Safety Act 2011. "Status Quo" means the established work practices in place immediately prior to the clause being activated.
- (vi) The ultimate terms of settlement of the dispute shall not be affected in any way, nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that normal work has continued without interruption.
- (vii) The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion, to reduce the level of industrial confrontation, and to avoid interruption to the performance of work and the consequential loss of production and wages in accordance with the Fair Work Act 2009.

11. SUPERANNUATION

The Company will contribute for all employees to either Australian Super or CBUS (as nominated by the employee), in accordance with the relevant trust deed.

The superannuation payment will be made in accordance with *Superannuation Guarantee (Administration) Act 1992*.

Where there is a dispute clause 10 – avoidance of industrial disputes of this Agreement shall apply.

12. REDUNDANCY

BIRST Severance Scheme

The amount of \$95.00 per week shall be paid on behalf of each employee to BIRST and the Company shall enter the necessary agreement arrangements with that organisation.

Employee terminated for operational reasons will be regarded as being redundant and will be entitled to claim redundancy entitlements from BIRST.

13. LONG SERVICE LEAVE

The Company for each employee will pay their long service leave entitlement into the South Australian Portable Construction Long Service Leave Scheme.

14. OCCUPATIONAL HEALTH AND SAFETY

The Company insists that all work on site be performed safely, in accordance with the *Work Health and Safety Act 2012* as a minimum, having regard to client requirements and appropriate legislation and statutory requirements.

15. CONTRACT OF EMPLOYMENT

Except as provided in 15.a) employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

- a) Casual Employment – The company may employ persons on a casual basis. A casual employee will be engaged on a daily basis. A casual who is employed on a full-time basis for a continuous period of six (6) weeks will convert to a weekly employee.
- b) A casual employee shall be paid a loading of 25% in addition to the ordinary time hourly rate for the classification for which they are employed.

This loading constitutes part of the casual employees all purpose rate.

- c) Termination of Employment – The period of notice required to be given by both the employer and employee under this Agreement shall be one (1) week. This shall not apply to casuals.

16. HOURS OF WORK (DAY WORKERS)

(a) Ordinary Hours

- (a) The ordinary hours of work shall be an average of 38 hours per week calculated over a fortnight to be worked on any or all of the days of the week Monday to Friday.

The hours of work will be 8.5 hours per day Monday to Thursday and 8 hours on alternate Fridays.

The ordinary hours of work prescribed on any day shall be worked continuously except for meal breaks at the discretion of the company between 6.00 am and 6.00 pm, provided that:

- (i) The spread of hours may be reasonably altered after consultation between the Company and an employee or employees concerned
- (ii) Provided further that work done prior to the spread of hours fixed in accordance with this sub-clause for which overtime rates are payable shall be deemed for the purpose of this sub-clause to be part of the ordinary hours of work.
- (iii) The ordinary hours of work prescribed herein shall not exceed 12 on any day. Provided that:
 - i. In any arrangement of ordinary hours where the ordinary working hours are to exceed the hours prescribed in Subclause (a) on any day, the arrangement of hours shall be subject to agreement between the company and an employee or employees concerned.

- ii. By arrangement between the Company and an employee or employees, ordinary hours not exceeding 12 on any day may be worked subject to:
 1. the company and the employee or employees concerned being guided by the companies policies on 12 hour shifts;
 2. the implementation of appropriate health monitoring procedures;
 3. the provision of suitable roster arrangements; and
 4. The provision of appropriate supervision arrangements.

In accordance with section 190(5) of the Fair Work Act 2009 (Cth) and regulation 2.07 of the Fair Work Regulations 2009 (Cth)

1. All employees who to be covered by the proposed enterprise agreement Trojan Workforce No 3 ASC Supplementary Labour Hire Agreement 2017 will only be working dayshifts only: and
2. As such, those employees would not be considered shift workers for the purpose of the Fair Work Act 2009 (Cth) and / or the Manufacturing and Associated industries and Occupations Award 2010.
3. In the event that employees covered by the proposed enterprise agreement work other than the usual day shift work on a permanent basis, then Trojan Workforce will provide the employees with the required shift allowances and additional leave entitlements in accordance with the applicable entitlements under the Fair Work Act 2009 (Cth) and the Manufacturing and Associated Industries and Occupations Award 2010.

(a) Hours of Work (Shiftworkers)

It is acknowledged by the parties that the preferred times to work shiftwork ordinary hours are:

Afternoon Shift:	Non RDO Week
	4.00 pm to 12.30 am Monday to Thursday 3.30 pm to 11.30 pm Fridays
	RDO Week
	4.00 pm to 12.30 am Monday to Thursday
Night Shift	Non RDO Week
	11.00 pm to 7.30 am Sunday to Wednesday 11.00 pm to 7.00 am Thursdays
	RDO Week
	11.00 pm to 7.30 am Sunday to Wednesday

NB: The parties also acknowledge that irrespective of the above mentioned preferred times some exceptions will be required from time to time eg battery installation shift, flushing shifts, and shifts to deal with operational situations that may arise due to special or unforeseen work requirements.

Afternoon and Night Shift Allowances

An employee whilst on afternoon or nightshift shall be paid for such shift 30 per cent more than his or her ordinary wage rates.

17. PROTECTIVE CLOTHING

An employee starting on site will be issued with protective clothing where reasonably required:

- a) 2 x sets of clothes (as soon as practicable after commencement). A "set of clothes" will consist of one pair of **trousers** and a **shirt** or one pair of **overalls**;
- b) 1x pair of Safety Boots (as soon as practicable after commencement). A pair of Safety Boots shall be provided in accord with accepted Occupational Health and Safety standards, not to exceed a value of \$85.00 per pair. Should an employee request Safety Boots of a greater value, he/she will be required to pay the difference in value;
- c) 1 x Bluey Jacket

Bluey Jackets may be requested by employees only between the 1st of May and the 1st of September.

It is accepted as a guide that jackets would normally have an expected working life of approximately two years.

Replacement issues for clothing and Safety Boots shall be on a new for old basis only, on a "fair wear and tear basis."

d) Safety Footwear and Protective Clothing

Where employment is terminated by the Company then the employee would not have to pay for supply of boots and clothing. The employee will have to pay only if they have left of their own accord prior to the completion of the 6 week period of casual employment, the cost of boots and clothing (other than Bluey Jackets), will be reimbursed to the Company on a pro rata basis as detailed.

Pro-rata basis – the difference between the credit accrued, (at one sixth of the value per week), and the total cost of the footwear/clothing.

e) Bluey Jackets

The cost of the jackets is assessed at \$4.00 per week. Where employment is terminated by the employee prior to the completion of 20 weeks from issue, the cost will be reimbursed to the Company on a pro-rata basis as detailed.

Pro-rata basis – the difference between the credit accrued (at one twentieth of the value per week), and the total cost of the jacket.

18. UNIONS REPRESENTATION

a) Delegates

The Company recognises the Unions delegates who are elected by the employees as the on-site representatives of the Unions.

b) Delegates on site-business

Delegates will be allowed, subject prior approval of their supervisor, reasonable paid time (at ordinary time rates and will not count towards overtime), to conduct on-site business, including recruitment, with workers at the induction of new employees. Such time will not hinder or obstruct the performance of work. Delegates shall have reasonable access to resources to perform their role, including the photocopier and telephone and fax machine.

19. TRAVEL ALLOWANCE

19.1 Excess Travelling and Fares

An employee who on any day or from day to day is required to work at a job away from his or her usual place of work shall at the direction of the Company present himself or herself for work at such job at the usual starting time; and shall be paid for any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and the usual place of work.

An employee who with the approval of the Company uses his or her own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which would have been incurred in using public transport unless he or she has an arrangement with the Company for a regular allowance.

19.2 Change of Residence

An employee:

Engaged in one locality to work in another; or
Sent, other than at his or her own request, from the locality to another for employment which can reasonably be regarded as permanent; involving a change of residence shall be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding six months. Provided that such expenses shall cease after the employee has taken up permanent residence or abode at the new location.

19.3 Distant Work

An employee sent from his or her usual locality to another and required to remain away from his or her usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from the usual locality.

19.4 Payment for Travelling

The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and a half.

The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the Company for all night travel, eight hours out of every twenty-four.

An employee is eligible for a 10 hour break before starting work when returning from deployment in Australia and arriving at Adelaide Airport after 9.00 pm.

19.5 Expenses – Travel Within Australia

Reimbursement via per diem.

Employees required to travel for business purposes will receive a Per Diem allowance of no higher than the minimum salary band dollar value, as nominated by the Australian Taxation Office. This rate can be obtained from the Group Taxation Accountant. The Per Diem calculation will be based on times of departure of your initial flight and time of arrival of your home flight (the Incidental portion of the Per Diem will be paid for each day from departure to return). Nominal charges for some meals incurred on days of travel outside of the Per Diem may be reimbursable via the Expense claim form and provision of a Tax Invoice/Receipt and justification of the expense.

Please note that any personal leave days included in travel will not incur the Per Diem payment.

19.6 WA Allowance

To be paid to employees who provide operational support to Western Australia. Refer to Appendix 2.

20. FLEXIBILITY CLAUSE

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:

(i) arrangements about when work is performed;

(ii) Ordinary Hours;

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

(3) The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

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

21. ANNUAL LEAVE

A full time employee is entitled to 4 weeks of paid annual leave for each year of service with the Company in accordance with the Act. Part-time employees are entitled to a pro rata amount.

Instead of the base rate of pay as referred to in section 90(1) of the Act, an employee must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.

22. PERSONAL/CARERS LEAVE

a) Entitlement to personal/carers leave

For each year of service with the Company, full-time employees are entitled to 10 days of paid personal/carer's leave in accordance with the Act. Part-time employees are entitled to a pro rata amount.

The employee shall, as soon as reasonably practicable and preferably within four hours of commencement of the first day or shift of such absence, inform the Company of his or her inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

As a consequence of the aforementioned a "Register" system has been established to record all personal/carers leave related calls.

Therefore all employees are requested to personal/carers leave related messages on the following telephone number:

Trojan Workforce	08 8443 5130
ASC North	Supervisors mobile number
ASC South	Supervisors mobile number

The employee shall prove to the satisfaction of the Company that he or she was unable on account of such illness or injury to attend for duty on the day or days for which personal/carers leave is claimed. The Company reserves the right to review each individual case as appropriate.

The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.

Each employee will have a notional accrual of 80 hours personal/carers leave credited per annum on their start anniversary each year.

Any new employees accrue 80 hours per annum on a pro rata basis.

Leave taken will be deducted against this accrual and a running balance maintained.

b) Medical certificate

An employee who claims paid personal/carers leave and who has already had two paid personal/carers leave absences (without a medical certificate) in the year, the duration of each absence being one day only, shall not be entitled to further paid personal/carers leave in that year unless he or she produces to the Company a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident or any other evidence that would satisfy a reasonable person.

Nothing in this sub-clause shall limit the Company's rights under sub-clause (a) hereof.

Note: In reference to this sub-clause a year shall be deemed be the period starting on an employee's anniversary date and conclude the day before the employees next anniversary date.

c) Personal/carers leave during a period of annual leave

In the case of an illness occurring while an employee is on annual leave being an illness of the kind referred to in sub-clause (a) above, if the employee asserts an entitlement to paid personal/carers leave the employee shall, within three days of resuming work after taking such annual leave, deliver to the Company a certificate furnished by a legally qualified medical practitioner certifying the employee would have been unable to attend for duty on account of such illness or injury if he had been required to do so or any other evidence that would satisfy a reasonable person.

Where such claim has been made and is properly supported the Company shall treat such period of absence as personal/carers leave, and credit the employee's annual leave accrual with the equivalent amount of time. Such period of annual leave re-credited shall not be subject to annual leave loading where that loading has already been paid to the employee.

d) Attendance at hospital, etc.

With due regard to sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of employment under this Agreement (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, may claim paid personal/carers leave for the time so occupied on the day of the accident, and shall be reimbursed by the Company all expenses reasonably incurred in connection with such attendance.

Where prior arrangements have been made with the Company, and subject to the provision of documentary evidence of attendance, employees may claim paid personal/carers leave in respect of a visit during ordinary workings hours at a doctor's surgery, medical specialist, physiotherapist, dentist or optometrist.

e) Unpaid personal/carer's leave

An employee may use their accrued personal/carers leave for the purpose of providing care or support to a member of the employee's immediate family or household, who requires care or support because of a personal illness or injury or an unexpected emergency.

An employee is entitled to up to two days unpaid personal/carers leave for each occasion when a member of the employee's immediate family or household requires care or support because of personal illness or injury or unexpected emergency. Such unpaid leave is only available if the employee has exhausted their paid personal/carers leave.

To be entitled to personal/carers leave, the employee must give the Company notice as soon as reasonable practicable to the effect that the employee requires (or required) leave to provide care or support to a member of the employee's immediate family or household who required care or support because of a personal illness or injury or unexpected emergency. The employee must also give the Company a document as soon as reasonably practicable that is:

- (i) in the case of a personal illness or injury, a medical certificate from a registered health practitioner or a statutory declaration made by the employee or any other evidence that would satisfy a reasonable person;
- (ii) in the case of an unexpected emergency – a statutory declaration made by the employee or any other evidence that would satisfy a reasonable person.

f) Compassionate Leave

An employee is entitled to paid compassionate leave of two days for each occasion when a member of the employee's immediate family or household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life;
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies.

The employee is entitled to compassionate leave only if the employee gives the Company any evidence that the Company reasonably requires of the illness, injury or death.

The employee will be paid the amount the employee would reasonably have expected to be paid by the Company if the employee had worked during the period of leave.

"Immediate family" is defined as:

- (i) A spouse, de-facto partner, child, parent, grandparent, grandchild; or
- (ii) sibling of the employee (and includes a former spouse or former de-facto partner); or
- (iii) A child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the employee.

23. COMMUNITY SERVICE LEAVE

In accordance with the Act, an employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:

- a) time when the employee engages in the activity;
- b) reasonable travelling time associated with the activity;
- c) reasonable rest time immediately following the activity; and
- d) the employee's absence is reasonable in all the circumstances.

Each of the following is an eligible community service activity:

- a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- b) a voluntary emergency management activity.
- c) An activity prescribed by the Fair Work Regulations.

APPENDIX 1 CLASSIFICATIONS

"Metals" Classification

Company Classification

Engineering / Manufacturing Employee Level 1 C14	GSW5
Engineering / Manufacturing Employee Level 2 C13 IV	GSW4
Engineering / Manufacturing Employee Level 3 C12	GSW3
Engineering / Manufacturing Employee Level 4 C11	GSW2
Engineering / Manufacturing Employee Level 4a C11a	GSW1.5
Engineering / Manufacturing Employee Level 5 C10	GSW1
Operator Level 9.5	GSW9.5
Production Operator Level A	GSWA
Production Coordinator	GSWB #
Engineering / Manufacturing Tradesperson Level 1 C10	TC10
Engineering / Manufacturing Tradesperson Level 2 C 9	TC9
Engineering / Manufacturing Tradesperson Special Class Level 1 C 8	TC8
Engineering / Manufacturing Tradesperson Special Class Level 2 C 7	TSW1
Engineering / Manufacturing Tradesperson Special Class Level 3 C 7a	TSW2
Advanced Engineering Tradesperson Level I	TSW3
Advanced Engineering Tradesperson Level II	TSW4
Engineering Technician C5	TSW5#

Rigger/Scaffolder (at intermediate level or above) commences at GSW3, upon utilisation of those skills, will be paid GSW2 increasing to GSW1 after a period of 6 weeks following sanction by Management.

Metals classification means the classification contained in the *Australian Pay and Classification Scales* previously contained in the *Manufacturing and Associated Industries and Occupations Award 2010*.

APPENDIX 2 WORKPLACE ALLOWANCES

These allowances as listed are to replicate the allowances and values as used on the North and South Site and have been modified in wording to make them applicable to the Shipbuilding environment.

Workplace Allowances

Workplace Allowances

	Clause	Current	2018	Oct 2018	Oct 2019	Comments
<u>Environment Related</u>						
Confined Space	9 b) i	\$0.81	\$0.83	\$0.85	\$0.86	Per hour
Combination Con. Space & Heat Install / Remove Batteries cells	9 b) ii	\$1.86	\$1.92	\$1.95	\$1.97	Per Hour in lieu of 16A (a)
	9 b) xiv Tier 1	\$6.34	\$6.53	\$6.66	\$6.73	Per hour paid in lieu of Con. Space Allowance & only for hours spent in the compartment
Battery Maintenance	9 b) xiv Tier 2	\$3.62	\$3.73	\$3.80	\$3.84	Per hour paid in lieu of Con. Space Allowance & only for hours spent in the compartment
Handling and Installation of Waveguide components	9 b) iii Tier 1	\$6.34	\$6.53	\$6.66	\$6.73	(electricians and Operators paid per hour
Handling and Installation of Waveguide components	9 b) iii Tier 2	\$3.62	\$3.73	\$3.80	\$3.84	Paid Per hour
Special Tank/Cleaning Rate	9 b) vii (i)	\$6.14	\$6.32	\$6.45	\$6.52	Paid per hour
	9 b) vii (ii)	\$9.56	\$9.85	\$10.04	\$10.14	Per week
	9 b) vii (iii)	\$1.56	\$1.61	\$1.64	\$1.66	Per hour
Special industry Allowance	9 b) xii	\$9.88	\$14.24	\$14.52	\$14.67	All-purpose Per week
Shipbuilding Special		\$9.88	\$10.18	\$10.38	\$10.48	Per Week
STW Diesel Running	9 b) xiii	\$6.34	\$6.53	\$6.66	\$6.73	Per Hour

Expense Related

Meal Allowance	18	\$14.93	\$15.38	\$15.69	\$15.85	When taken
Travel Within Australia	21 c)					Australia – Per Diem as per Clause 20 c)
Motor Allowance	9 b) xviii	\$1.02	\$1.05	\$1.07	\$1.08	Per Kilometre
WA Allowance	21 d)	\$17.12	\$17.63	\$17.99	\$18.17	Per Day

Skill Related

First Aid Cert.	9 b) xvi	\$17.72	\$18.25	\$18.62	\$18.81	Per week
Restricted Access Grinding, Fibre Glass / composite Materials and Battery Tank Rubber	9 b) ix	\$4.04	\$4.16	\$4.24	\$4.29	Per hour inclusive of all allowances, if performed for more than 4 hrs, allowance paid for rest of day.
Restricted access pipe or hull welders	9 b) viii	\$8.77	\$9.03	\$9.21	\$9.31	Per hour inclusive of all allowances if performed for more than 4 hrs, allowance paid for rest of day. Also Adv Lvl I made up to Adv. Lvl II whilst undertaking task.
Electrical Licence	9 b) vi					Prescribed fee payable every three years upon expiry.

Work Related

Shipwatch Allowance	9 b) v (i)	\$25.46	\$26.22	\$26.75	\$27.02	Per fortnight
Subwatch Allowance	9 b) v (ii)	\$25.46	\$26.22	\$26.75	\$27.02	Per fortnight
Call Back Allowance / Docking/undocking	9 b) xvii	\$47.09	\$48.50	\$49.47	\$49.97	Subject to call back time.
ERG	9 b) ix	\$17.72	\$18.25	\$18.62	\$18.80	Per week

SIGNATORIES TO AGREEMENT

Signed on behalf of Trojan Workforce No. 3 Pty Limited by:

.....
Signature

22/9/2018
Date

FRANK MORGENTHAU
Name of Authorised Person

65 CANTERBURY AVE PAYMANTON SOUTH 5070
Address

GARY JONES
Name of Witness

35 NINNIS CRT GREENWITH
Address

Signed on behalf of Australian Manufacturing Workers Union by:

.....
Signature

28 September 2018
Date

Peter BAUER
Name of Authorised Person ASSISTANT STATE SECRETARY

53-61 DALE STREET PORT ADELAIDE 5015
Address

.....
Name of Witness

53-61 DALE STREET PORT ADELAIDE 5015
Address

Signed on behalf of Communications, Electrical and Plumbing Union by:

.....
Signature

.....
Date

.....
Name of Authorised Person

.....
Address

.....
Name of Witness

.....
Address

SIGNATORIES TO AGREEMENT

Signed on behalf of Trojan Workforce No. 3 Pty Limited by:

.....
Signature

22/9/2018
Date

FRANK MORGENTHAU
Name of Authorised Person

65 CANTERBURY AVE CANTERBURY SA 5070
Address

GARY JONES
Name of Witness

35 NINNIS CRT GREENWITH.
Address

Signed on behalf of Australian Manufacturing Workers Union by:

.....
Signature

.....
Date

.....
Name of Authorised Person

.....
Address

.....
Name of Witness

.....
Address

Signed on behalf of Communications, Electrical and Plumbing Union by:

.....
Signature

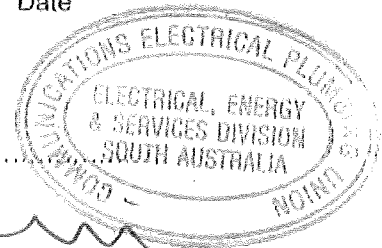
25/09/18
Date

JOHN ADLEY
Name of Authorised Person

312 SOUTH RD, RICHMOND, S.A. 5033
Address

Simon Piseni
Name of Witness

312 South Rd Richmond SA
Address



Signed on behalf of Australian Workers Union by:

Signature

28/09/18
Date

PETER LAMP
Name of Authorised Person

22-24 MAIN ST. MANSON LAKES 5095
Address

Frank Matcos
Name of Witness

22-24 Main St Manson Lakes 5095
Address

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018/5497- Trojan Workforce No.3 Pty Limited ASC Supplementary Labour Hire Agreement 2017-2020

Applicant:

Trojan Workforce No.3 Pty Limited.

Undertaking- section 190

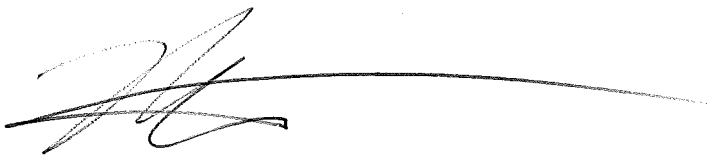
I, Frank Morgante, General Manager Southern Region at Trojan Workforce Pty Limited give the following undertakings with respect to the *Trojan Workforce No.3 Pty Limited ASC Supplementary Labour Hire Agreement 2017-2020* ("the Agreement"):

1. I have the authority given to me by Trojan Workforce Pty Limited (the Company) to provide this undertaking in relation to this application before the Fair Work Commission.
2. Notwithstanding anything that may be written in the Agreement. The company undertakes that the following clauses will operate subject to the National Employment Standards:
 - a. Clause 12 – Redundancy
 - b. Clause 15(a) – Casual Employees
 - c. Clause 15(c) – Termination

Employer name: Frank Morgante

Authority to sign: General Manager Southern Region

Signature:



Date: 16 October 2018