

29 November 2019

Mitch Warrener
Contract Manager
Utilities
UGL Pty Limited.
Email: mitchell.warrener@ugllimited.com



Dear Mitch,

I am writing regarding the current negotiations for an agreement to replace the UGL Engineering Pty Ltd Stanwell Corporation Enterprise Agreement 2016 which expired on 30 April 2019.

The purpose of this letter is to clarify the AMWU position on some of the claims that have been under consideration since May 2019.

Despite the reality that most of the claims advanced by the AMWU have been rejected by the Company, I believe it is useful to provide the AMWU position in a single document so we are clearer about what needs to be resolved to reach an agreement.

It remains my preference to amend the draft document you recently circulated in the manner you had requested. However, that is currently impractical because of the significant amount of formatting work required to make the document legible. I again request that you make a priority of getting the draft document fit for purpose so that the finalisation process is not delayed by this impediment.

To assist your consideration of the AMWU claims, they are listed below. Each claim is detailed, and a draft clause has been provided (*in italics*) to clarify how it would operate within the context of an overall agreement.

The AMWU remains committed to bargaining in good faith with UGL and to reaching an agreement that meets the needs of both the company and its employees.

I look forward to discussing these matters further as negotiations proceed.

Please feel free to contact me directly if you wish to discuss any of the issues covered within this correspondence.

With best wishes,

A handwritten signature in black ink, appearing to read 'J Stein', written over a light grey rectangular background.

Jason Stein
Industrial Advocate
Australian Manufacturing Workers' Union

CLAIMS TO BE RESOLVED:

1. Wage rates
2. Allowances
3. Casual Employment Arrangements
4. Incentive Scheme
5. Rosters
6. Provision of clothing
7. Redundancy/ Severance Pay
8. Living Away from Home
9. Mobilisation and Demobilisation
10. Rope access work
11. Tradesperson Special Class
12. Income Protection Insurance
13. Apprentice and Trainee Rates
14. Superannuation
15. Leading Hand/Supervisors rates
16. Public Holiday arrangements
17. Employee representation
18. Meal, crib and rest breaks

WAGE RATES

As you will note from the information below, I have elected to use the Tarong Agreement wage rate as the benchmark for the proposed wages outcome. The rationale for this is that the bargaining representatives have been unable to reach consensus over an acceptable comparator using the Stanwell Agreement wage rate that you have proposed.

Having reviewed the spreadsheet you provided; I cannot confidently advise our members that the Stanwell wage rate is the most appropriate to use. My analysis of the Stanwell wage rate is that, the discounting of overtime results in the rate becoming lower than the comparable Tarong wage rate. In contrast, the Tarong Agreement wage rate appears to be more transparent and can therefore be readily explained to the workers who will be asked to vote on the proposed agreement.

Whilst I remain open to further discussion about the hourly rate that is to be detailed within the proposed agreement, I must reiterate that the AMWU does not accept the methodology used thus far to determine an aggregate comparison rate. By way of example, the inclusion of living away from home allowance for all workers for all periods of work is not an equitable calculation as it significantly skews the final wages figure.

As I have previously advised, your employees have a reasonable expectation that the nexus between the Stanwell/Tarong wage rates and their own rates will be maintained. I have been instructed by those employees to establish a set of rates that meet that objective.

Consequently, the commencement figure below for a base level tradesperson is equivalent to the current Tarong rates. The classifications below ensure an appropriate margin for skills and reflect industry standards. The escalation rate is 3% per year which equals the escalation rates in the Stanwell and Tarong Agreements.

The proposed wages clause also removes the words contained in the current agreement that effectively eliminate numerous entitlements (e.g. Tool allowance)

The AMWU proposes that the words and table below should be incorporated into the proposed agreement:

Wages

Employees shall be paid the following all-purpose wage rates based on their classification:

Classification	Commence	1-Aug-20	1-Aug-21	1-Aug-22
<i>Big Bore Welder, Tube Welder</i>	\$51.31	\$52.85	\$54.44	\$56.07
<i>Welder Special Class, Special Class Electrician</i>	\$49.08	\$50.55	\$52.07	\$53.63
<i>Tradesperson Special Class/Electrician</i>	\$46.85	\$48.26	\$49.70	\$51.20
<i>Tradesperson</i>	\$44.62	\$45.96	\$47.34	\$48.76
<i>Crane Driver > 80t, Dual Advanced Rigger & Scaffolder</i>	\$41.23	\$42.47	\$43.74	\$45.05
<i>Rigger, Scaffolder, Crane Driver <80t, Experienced Lagger</i>	\$40.25	\$41.46	\$42.70	\$43.98
<i>Trades Assistant, Peggy</i>	\$39.00	\$40.17	\$41.37	\$42.61
<i>Storeperson, Lagger,</i>	\$36.59	\$37.69	\$38.82	\$39.98

ALLOWANCES

The AMWU considers the allowances arrangements under the current agreement are interconnected with the overall wages settlement. Consequently, the proposed alignment with the Tarong rates of pay means the existing allowances arrangements will need to change.

Our analysis of the Tarong wage rate has included an examination of the various disability and expense related allowances contained within the Tarong Agreement. In undertaking this work, we have assessed the value of the current UGL Site Disability allowance, and we have found it does not adequately compensate employees for the removal of various other allowances to which they would at various times, become entitled.

Excision of applicable allowances and entitlements:

The current Agreement incorporates various entitlements and allowances into the Site Disability allowance. This allowance is intended to compensate for the various disability allowances detailed in the Tarong Agreement and various other unrelated entitlements including:

- All disabilities and/or special rates associated with work by UGL employees on the site,
- non-continuous employment,
- levels of competency,
- experience,
- knowledge of the site,
- dirty work,
- hot work,
- confined spaces,
- Irritant materials,
- working at heights,
- other allowances of a similar nature.

The AMWU believes the inclusion of many of the above provisions into the Site Disability allowance clause is unnecessary, creates inequity and may contribute to future ambiguity. For example, the reference to “*experience, (and) knowledge of the site*” contradicts the entitlement to the Tradesperson Special Class classification.

Competency and experience

The AMWU believes compensation for competency and experience is best addressed via the classification structure as is the case in your current structure (i.e. Tradesperson Special Class), the Tarong and Stanwell Agreements and in all best practice competency-based classification arrangements.

The AMWU maintains employees must be appropriately compensated for disabilities, particularly in the circumstances where applicable provisions exist in the Tarong Agreement. To ensure wages for UGL employees remain comparable to those of Tarong and Stanwell employees, the allowance provisions detailed in Clause 3.4 of the current Tarong Agreement should be incorporated into the agreement to address the existing deficiencies.

Tarong Agreement allowances:

The AMWU believes that in order to maintain an equitable nexus with the Tarong/Stanwell rates, a new allowance framework is required. This will include the development of new weekly allowance and hourly allowance frameworks. The tables immediately below identify the allowances that are to be paid to all employees on a weekly basis. Other disability allowances as contained in the Tarong Agreement would also be payable on an hourly. Words to the effect of those below should be incorporated into the proposed agreement:

Weekly Allowances

The allowances below are to be paid to all employees for each week or part week’s service:

All purpose

Weekly Allowance	Commence	1-Aug-20	1-Aug-21	1-Aug-22
Power Station Work Allowance	\$44.14	\$45.46	\$46.83	\$48.23

Flat

Weekly Allowance	Commence	1-Aug-20	1-Aug-21	1-Aug-22
Tool allowance	\$29.46	\$30.34	\$31.25	\$32.19
Clothing/boots allowance	\$6.00	\$6.18	\$6.37	\$6.56
Uniform and Laundry Allowance	\$3.00	\$3.09	\$3.18	\$3.28
Total	\$38.46	\$39.61	\$40.80	\$42.03

Laundry allowance

UGL employees have sought to have this matter addressed unsuccessfully during negotiations. As the employer has not satisfactorily addressed the claim, an allowance contained in the Tarong Agreement has been included in this allowances’ framework.

Words to the effect of those below should be incorporated into the proposed agreement:

Laundry allowance

The Uniform and Laundry Allowance shall apply to all UGL employees who must launder clothes made dirty through their work. The rate contained in Attachment A, shall be paid for each week or part week worked.

Clothing/Boots allowance

This allowance is identified within the Provision of Clothing claim detailed below. The current UGL agreement provides for a payment in lieu of the supply of a jacket. Attempts to negotiate an acceptable resolution to the supply of safety boots have been unsuccessful. Consequently, the current ‘jacket’ payment has been expanded to provide adequate compensation in lieu of the provision of boots.

Words to the effect of those below should be incorporated into the proposed agreement:

Clothing/Boots allowance

The Clothing and Boots allowance shall be paid to all employees who are not issued with an appropriate jacket or pair of work boots that are replaced after fair wear and tear. The allowance shall be paid for each week or part week worked.

Allowance Appendix

Attached at Appendix 1 is an amended version of the Tarong Agreement Allowances. It contains various allowances that are to apply under the proposed agreement and it is to be incorporated into the proposed agreement. For clarity, the allowances contained in Appendix 1 are to increase by 3% for each year that the UGL agreement continues to operate after the last date identified.

Words to the effect of those below should be incorporated into the proposed agreement:

Hourly allowances

Hourly allowances are detailed at Appendix 1. These allowances shall be paid to employees engaged in work as defined within each allowance description. The minimum payment for these allowances shall be one (1) hour unless otherwise specified. In circumstances where more than one allowance applies, the employee's entitlement shall not be restricted.

Dirty Work allowance

Unlike the various allowances contained in Appendix A which apply based on specific work situations, the Dirty Work Allowance is intended to apply to all work performed on the site.

Words to the effect of those below should be incorporated into the proposed agreement:

Dirty Work allowance

Due to the nature of the work performed by the employees engaged under this agreement, the Dirty Work Allowance shall be paid for all hours worked by employees engaged in the classifications contained in the wages schedule. Further, the allowance shall be paid for all purposes and shall be included in the calculations of superannuation.

OTHER ALLOWANCES:

Leading Hand Allowance

The definition of Leading Hand contained at the rear of the current agreement should be removed to avoid potential ambiguity.

Words to the effect of those below should be incorporated into the proposed agreement:

Leading Hand Allowance

The leading hand allowance as contained in the Award shall apply. The allowance shall be paid for all purposes as per the Award. For the purposes of this clause, the "standard rate" shall be the relevant employee's hourly rate prescribed under this agreement.

"On Call" Allowance

The use of ordinary hours pay as the mechanism for the On-Call Allowance aligns the calculation of the allowance with the factor used for various Award allowances. Words to the effect of those below should be incorporated into the proposed agreement:

"On Call" Allowance

An employee required by the Company to be "On Call" during a weekend, public holiday or annual closure shall be paid a single 'flat' allowance per day or part thereof that equates to 300% of the ordinary hourly rate of pay. This payment shall be in addition to any payment owing due to work performed. For this purpose, one day shall be a period of 24 hours from the time of commencement of the on-call period.

CASUAL EMPLOYMENT

The ongoing, unrestricted use of casual employment by UGL erodes the employment status of Tarong and Stanwell employees. The provisions from the Tarong agreement limiting the length of casual engagement are appropriate for inclusion in the agreement. Also, as the Manufacturing Award is intended to form part of the

proposed Agreement, the inclusion of the all-purpose provision and the 25% rate as defined in the Award is appropriate.

The wording within the current agreement acts to eliminate the entitlement of casual employees to receive payments associated with the Non-local personnel entitlement. This should be removed from the proposed Agreement.

To ensure equity is maintained between employees of contractors working for Stanwell Corporation and employees of Stanwell Corporation, words to the effect of those below should be incorporated into the proposed agreement:

Length of engagement

A Casual Employee shall mean an employee engaged by the hour for less than one week and paid as such.

Casual loading

A casual employee must be paid the hourly rate for the employee's classification plus a casual loading of 25%. The loading constitutes part of the casual employee's all-purpose rate.

PRODUCTION BONUS/INCENTIVE SCHEME

The claim for a production bonus has previously been tabled during negotiations. The Tarong and Stanwell Agreements contain bonus systems that form part of the overall salary. Further, the current UGL Agreement at Clause 14.5 provides for an Achievement Based Rewards to be established, but there is no evidence that any activity occurred. UGL employees are entitled to pursue future bonus payments that may deliver results in future. An appropriate clause can be negotiated.

ROSTERS

Compressed weekly rosters

The Log of Claims has detailed a request for employees working 9-hour rosters to be paid the equivalent hours when taking leave and for payment for public holidays. Words to the effect of those below should be incorporated into the proposed agreement:

Compressed weekly rosters

Employees who are required to work compressed rosters such as the working of a 4-day week shall be entitled to accrue and be paid personal leave and public holidays based on the number of hours that would have been worked on that day under the existing roster arrangements.

PROVISION OF CLOTHING:

To resolve the claim relating to the provision of clothing, words to the effect of those below should be incorporated into the proposed agreement:

PROVISION OF CLOTHING:

All employees will be provided with workwear in accordance with the details below:

Shutdown crew

- *5 shirts issued on commencement.*
- *3 replacement shirts issues on the anniversary of commencement.*
- *\$3.00 per week (flat amount) in lieu of workboots*

- \$3.00 per week (flat amount) in lieu of jacket
- Overalls provided to all employees and laundered by the company. *

FM Crew

- 5 shirts issued on commencement.
- 3 replacement shirts issues on the anniversary of commencement.
- 3 pair trousers issued on commencement
- 3 pair trousers issued on the anniversary of commencement.
- Workboots issued on commencement and replaced on the anniversary of commencement.
- Suitable jacket for all employees working between May and September. Replaced every 2 years.
- Overalls provided to all employees and laundered by the company. *

* In the event that laundering is provided, the Laundering Allowance will cease to apply

REDUNDANCY/ SEVERANCE PAY

The AMWU claim is to increase the existing weekly payment to \$70 per person from the commencement of the agreement. The rate shall not increase for the duration of the agreement. The previously advised claim for casual employees to receive weekly contributions, will be addressed through the Workforce Casualisation Payment claim.

WORKFORCE CASUALISATION PAYMENT

A claim has been advanced during negotiations seeking to have casual employees appropriately remunerated for ongoing precarious employment. UGL has refused to consider this proposal. The clause below provides all employees with appropriate remuneration to compensate for the lack of employment security. The below words should be incorporated into the proposed agreement.

Workforce Casualisation Payment

1. *Employees who are not entitled to receive redundancy entitlements under the terms of this agreement and who are engaged under the employment categories detailed in the table below shall receive a weekly Workforce Casualisation Payment.*
2. *The payment shall be calculated by multiplying the employee’s ordinary hourly rate by the weekly entitlement for the employment category detailed below.*

EMPLOYMENT TYPE	PERIOD OF SERVICE	WEEKLY ENTITLEMENT
<i>Casual (short term)</i>	<i>First 26 weeks employment</i>	<i>1.5 hours</i>
<i>Casual (long term)</i>	<i>Greater than 26 weeks employment</i>	<i>3 hours</i>
<i>Full time/part time</i>	<i>Less than 12 months employment</i>	<i>3 hours</i>
<i>Fixed term</i>	<i>Any duration</i>	<i>3 hours</i>

3. *The Workforce Casualisation Payment shall be paid to the Protect fund in arrears on a monthly basis. Provided however, that upon termination of employment, all outstanding payments shall be forwarded to the fund within 7 days of termination.*

4. *For the purpose of this clause, from 01/01/2020, all service with the employer will be counted cumulatively, regardless of the duration or employment category.*
5. *As the Workforce Casualisation Payment is in lieu of any redundancy entitlement, any cumulative entitlement arising from this payment shall not be counted toward any future redundancy entitlement for an employee.*

LIVING AWAY FROM HOME

This provision is effectively split into 2 separate, related clauses. As the outcomes of each clause has been separately negotiated, they are addressed separately.

NON-LOCAL PERSONNEL

The scope of negotiations for this claim has been focussed on the radius. It is noted that the Company has sought to increase the radius. This has not been agreed. The wording of the existing clause is generally acceptable, subject to some minor alteration. It is proposed words to the effect of those below should be incorporated into the proposed agreement:

Non-local Personnel

A non-local employee is an employee working at such a distance from the employee's usual place of residence that it is impracticable for the employee to return home each evening. From the commencement of this Agreement, this distance shall be a radius of 50 kilometres or more from the employee's designated workplace.

Eligibility for the provisions of this clause shall be based on information provided by the employee to the Company at the time of employment. This shall include the employees nominated "Principal Place of Residence". The Company shall have the right to require the employee to provide evidence of proof of residency. This may include; current Rates Notice(s), Rental or Power receipts in the employee's name.

ACCOMMODATION ENTITLEMENTS

The scope of negotiations for this claim has been focussed on the daily rate. It is noted that the Company has advised it is considering an offer to increase the daily LAHA rate. The rates detailed below provide a reasonable graduated increase that should over time align with the costs associated with living away from home.

It is proposed that words to the effect of those below should be incorporated into the proposed agreement:

Accommodation Entitlements

The Company shall provide non-local employees working under this agreement with accommodation arrangements in accordance with one of the following alternatives at no cost to the employee:

- *Company provided accommodation & meals with no allowance; or*
- *Company provided accommodation & Meal component allowance; or*
- *Full Living Away from Home Allowance (LAHA)*

The amounts per overnight absence shall be:

<i>Date</i>	<i>Full allowance</i>	<i>Meal Component</i>
<i>Commence</i>	<i>\$110</i>	<i>\$75</i>
<i>01/08/2020</i>	<i>\$120</i>	<i>\$75</i>
<i>01/08/2021</i>	<i>\$130</i>	<i>\$75</i>
<i>01/08/2022</i>	<i>\$135</i>	<i>\$75</i>

Fatigue based entitlement

To ensure employees are not influenced to drive while fatigued, the Company will provide accommodation or pay living away from home allowance for the night before commencement and the night of completion of the employee's engagement at the worksite if the employee so requests. In such circumstances, the Employee shall provide evidence satisfactory to the Company that such accommodation has been occupied.

Entitlement related declarations

Employees receiving this Allowance must complete the relevant Declarations as directed by the Company. Failure to comply with such Directions may result in the suspension of all further Working Away from Home Allowance payments until the Employee has complied with this provision.

If an employee has not complied with these requirements at the time of termination, the company shall withhold the amount of an employee's termination payment that is required to meet any tax related costs. These funds shall be forwarded by the Company to the Australian Tax Office or returned to the employee if applicable.

MOBILISATION AND DEMOBILISATION

Existing employees have claimed they have been refused this payment for a variety of reasons, including the claim that UGL has been unsuccessful in negotiations with the Principal Contractor. An employee's costs relating to of mobilisation and de-mobilisation are constant and consequently, reimbursement for these costs should not be subject to the vagaries of third-party negotiations. Consequently, the clause must be unambiguous to ensure eligible employees are paid. The clause below should be incorporated into the proposed Agreement:

Mobilisation and demobilisation

All employees directed to work at a UGL project shall be provided with transport or reimbursed transport and incidental costs related to mobilisation and demobilisation. Travel time during normal working hours shall be considered work time.

ROPE ACCESS WORK

This issue has been discussed without a satisfactory conclusion being reached. To ensure an appropriate provision is included in the agreement, the AMWU has drafted a clause. The words below should be incorporated into the proposed agreement:

Rope Access Work

Employees shall be provided training and assistance to acquire the qualifications required to safely perform rope access work.

The Company recognises employees who perform this work must develop skills that are additional to the range of skills typically associated with the employee's classification.

The rope access allowance shall be paid for all-purposes with a minimum payment of 4 hours for each day when the employee is required to perform the work.

The Rope access allowance incorporates both a skill premium and a disability premium. An employee qualified and required to perform rope access duties shall be paid the allowance detailed below:

<i>IRATA Level qualification or equivalent</i>	<i>Commence</i>	<i>01/08/2020</i>	<i>01/08/2021</i>	<i>01/08/2022</i>
<i>1</i>	<i>\$5.00</i>	<i>\$5.15</i>	<i>\$5.30</i>	<i>\$5.46</i>
<i>2</i>	<i>\$6.00</i>	<i>\$6.18</i>	<i>\$6.37</i>	<i>\$6.56</i>
<i>3</i>	<i>\$7.00</i>	<i>\$7.21</i>	<i>\$7.43</i>	<i>\$7.65</i>

TRADESPERSON SPECIAL CLASS

UGL has requested a more detailed definition be developed to remove ambiguity. Employees have reported being denied the entitlement for a variety of reasons. The words proposed by UGL to date would unreasonably limit access to the entitlement. The words below reduce ambiguity and enable employees to have relevant experience recognised for the purposes of receiving the entitlement. In the event of a dispute regarding the interpretation of the clause, the disputes settlement procedure should be followed. The words below should be incorporated into the proposed agreement:

Tradesperson Special Class

Tradesperson Special Class shall mean a mechanical tradesperson (Boilermaker or Fitter) or electrical trade qualified person who has worked on relevant Power Station outages and has gained suitable experience on the sites to which this agreement applies than a person classified at the Tradesperson level. To be eligible the employee must have:

- *Performed relevant work for a cumulative period of 12 months; or*
- *worked on at least five relevant Outages.*

Proof of experience is to be provided on request. The employer will not unreasonably refuse payment of the allowance where such evidence has been provided. For the purposes of this clause, proof and evidence shall include the testimony of other experienced workers or that of an elected workplace representative.

INCOME PROTECTION INSURANCE

The current agreement limits this entitlement to permanent employees. This is inequitable. All employees should be covered. Words to the effect of those below should be incorporated into the proposed agreement:

Income Protection Insurance

The Company will provide income protection insurance for all employees covered by this agreement. The Company contribution shall not exceed an amount equivalent to 1.3% of the gross earnings of the relevant employee as provided for under this agreement.

The applicable funds will be Protect and Energy Super.

APPRENTICE AND TRAINEE RATES

The existing provisions for apprentices do not sufficiently meet industry recognised standards regarding entitlements such as the provision of tools, progression arrangements, etc. The words below should be incorporated into the proposed agreement:

Apprentice and Trainee Rates

Apprentices shall be paid the following percentages of the relevant tradesperson:

First year 65%

Second year 75%

Third year 85%

Fourth year 95%

Unless provided for elsewhere within this agreement, training arrangements for Apprentices & Trainees shall be as provided in QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 as it was immediately prior to this rescission.

The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.

During each year of an Apprenticeship, tools to the minimum retail value of \$600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs and subsequently on the anniversary of the date of such provision.

SUPERANNUATION

UGL employees have submitted a claim for superannuation to be increased. Further, employees want certainty that superannuation contributions will increase over time. As the Tarong Rate is being used for comparison purposes, the superannuation claim also reflects the current Tarong rate of 10% of ordinary time earnings. Increases to the rate are based on maintaining the existing margin over the Superannuation Guarantee percentages as at the time this agreement is made.

The words below should be incorporated into the proposed agreement:

Superannuation

The Company shall contribute a percentage of ordinary time earnings for each employee per week into an appropriate My Superannuation Complying Scheme.

The following funds will be utilised for this purpose:

- *Australian Super*
- *BUSSQ*
- *CBUSS*
- *Energy Super*

The following rates will be used to determine the weekly contribution:

<i>Commence</i>	<i>10%</i>
<i>From 01/07/2021</i>	<i>10.5%</i>
<i>From 01/07/2022</i>	<i>11%</i>
<i>From 01/07/2023</i>	<i>11.5</i>
<i>From 01/07/2024</i>	<i>12%</i>

EMPLOYEE REPRESENTATION

The current agreement contains clauses addressing employee representation and the associated training arrangements. The AMWU believes these clauses require some amendment to ensure they represent an agreed position between the parties. We propose the words below should be incorporated into the proposed agreement:

Employee Representatives' Rights

The Company is committed to utilising best practice workforce management arrangements. This includes the utilisation of systems, processes and procedures that minimise risk, maximise open communication and promote a cooperative workplace culture. A fundamental aspect of these arrangements is the recognition of the right of employees to be represented. The Company also recognises the following rights of an Employee Representative:

- To be treated fairly and to perform their role without discrimination;*
- To be consulted by the employer about relevant workplace issues,*
- To have access to relevant workplace information,*

- d) *To be provided with communication equipment and facilities for conducting representative duties*
- e) *To be paid time during normal working hours to:*
 - (i) *represent the interests of represented employees, to relevant groups, in relevant forums.*
 - (ii) *deal with matters pertaining to the employment of employees they represent.*
 - (iii) *attend relevant accredited education and training.*
 - (iv) *Attend meetings agreed by the Employer and the Union*
- f) *To distribute information relevant to employment, safety and well-being.*
- g) *To promote compliance with all aspects of this Agreement.*

Training for Employee Representatives

The Company will make available a bank of 20 days per year for Employee Representatives employed under this agreement.

An employee representative may apply for up to 5 days paid leave each calendar year, non-cumulative, to attend courses that are designed to provide skills and competencies that will assist the Employee Representative fulfil the requirements of the role.

The application to the Company must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with four (4) weeks' notice of the proposed training.

The granting of leave pursuant to this clause shall be subject to the time in the bank and to the Company being able to make adequate staffing arrangements amongst current employees during the period of such leave. the Company and the Union shall not use this subclause to avoid an obligation or abuse discretion under this clause.

Each employee on approved leave in accordance with this clause shall not suffer any reduction of wages for the duration of the period of leave other than for unworked overtime. Leave of absence granted under pursuant to this clause, shall count as service for all purposes of this Agreement.

All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.

An employee shall be required to satisfy the employer of attendance at the course to qualify for payment of leave.

MEAL, CRIB AND REST PAUSE

Rest Pause

The current agreement provides for a 10-minute paid rest pause. The customary practice is for the employees to have a 20-minute rest pause. This issue has been discussed during negotiations and in-principle agreement was reached for the 20-minute rest pause to be included in the proposed agreement. We propose the words below should be incorporated into the proposed agreement:

Rest Pause

Employees will be entitled to a paid 20-minute rest pause between the commencement of work on each day and the main meal break. The timing of the rest break pause shall be subject to agreement between the employer and the majority of the relevant employees. The parties agree that on occasions it may be necessary to alter the timing of the scheduled rest pause for the purpose of completion of specific tasks. On these occasions the rest pause will be observed as soon as possible after the original scheduled time.

Meal Break

The current agreement does not clearly define the entitlements of employees to the meal break. We propose the words below should be incorporated into the proposed agreement:

Meal Breaks

Day Work

All employees engaged on day work shall be entitled to an unpaid 30-minute Meal Break. The timing of the Meal Break shall be subject to agreement between the employer and the majority of the relevant employees. An employee shall not be required to work more than 5 hours without a meal break.

Shift work

All employees engaged on shift work shall be entitled to a paid 20-minute Meal Break. The timing of the Meal Break shall be subject to agreement between the employer and the majority of the relevant employees. An employee shall not be required to work more than 5 hours without a meal break.

Weekend Overtime

Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the rest break must be paid at the employee's ordinary time rate.

Crib Time

For the purposes of clarity, it is proposed that the words below be incorporated into the proposed agreement:

Crib Time

Day work Overtime

Where overtime is to be worked immediately after the completion of ordinary hours and the period of overtime is to be one and a half hours (or more, an employee, before starting the overtime is entitled to a rest time of 30 minutes without deduction of pay. The Company and an employee may agree to a variation of this provision to meet the circumstances of the work in hand provided the Company shall not be required to make any payment in respect of any time allowed in excess of 30 minutes.

Overtime

An employee working overtime shall be allowed a crib time of 30 minutes after each four hours of overtime worked if the employee continues work after such crib time. Payment for crib time shall be at the rate applying at the time when crib is taken.

Appendix 1

The following allowances should be incorporated into the proposed agreement.

Name and Description	Type	Increase 3% 1-Aug-19	Increase 3% 1-Aug-20
Ability – Explosive Power Tools <i>Employees required to use explosive powered tools shall be paid a per hourly rate extra with a minimum per daily payment in addition to their ordinary rates.</i>	Hourly	\$0.24	\$0.25
	Minimum	\$1.87	\$1.92
Ability – Motor Vehicle Drawing Trailers <i>Employees driving a motor vehicle with a trailer attached shall be paid extra amounts set per day:</i> a) loaded single axle trailer, b) empty single axle trailer, c) loaded trailer with more than 1 axle, d) empty trailer with more than 1 axle. <i>Provided that:</i> i. when on the day an employee drives a motor vehicle drawing an empty & a loaded trailer the employee shall be paid for that day the extra rate applicable for such loaded trailer; ii. not more than 1 trailer shall be attached & drawn at any one time; iii. the extra payment prescribed herein shall not apply to employees driving articulated vehicles or machinery floats &/or low loaders; iv. these allowances shall apply only in respect of the drawing of trailers having a loaded capacity in excess of .508 t; v. the term "trailer" does not include <ul style="list-style-type: none"> • compressors, • concrete mixers, • welding plants & road brooms; vi. employees driving a motor vehicle drawing compressors, concrete mixers or welding plants shall be paid a per hour rate or part thereof whilst so engaged.	a – Loaded Single	\$3.03	\$3.13
	b – Empty Single	\$1.75	\$1.80
	c – Loaded Single Plus	\$3.93	\$4.04
	d – Empty Single Plus	\$2.21	\$2.27
	f – Motor Vehicle Towing	\$0.32	\$0.33
Apply First Aid Allowance & Advanced First Aid Allowance. <i>Employees who hold a current appropriate Certificate, are appointed by the employer to provide First Aid cover and shall be paid the appropriate allowance.</i> <ul style="list-style-type: none"> • Apply First Aid Allowance • Advanced First Aid Allowance 	Senior First Aid	\$18.63	\$19.19
	Occupational First Aid	\$35.14	\$36.19

Name and Description	Type	Increase 3% 1-Aug-19	Increase 3% 1-Aug-20
<p>Disability – Battery Work</p> <p>Employees mainly engaged in the maintenance of storage batteries, or engaged in overhauling or repairing of storage batteries or erecting second-hand storage batteries that have been previously in use shall be paid a daily rate in addition to their ordinary rates.</p>		\$5.70	\$5.87
<p>Disability – Boiler Ducting Work</p> <p>Employees engaged in maintenance work in the following areas: a) furnace wall, b) boiler rear pass, c) air heart, d) crossover ducting, e) ID fans, of boilers shall be paid a per hourly rate in addition to their ordinary rates of pay, with a minimum payment of 2 hours.</p>		\$2.07	\$2.13
<p>Disability – Boiler Repair Work</p> <p>Employees engaged in repairs & alterations to old work only, regardless of the fact that new material may have to be used for the purpose, shall be paid a per hourly rate for actual time so worked, in addition to their ordinary rates but nothing extra shall be claimed for dirty work.</p>		\$0.89	\$0.92
<p>Disability – Concrete Mixing Work</p> <p>Employees engaged in mixing concrete shall be paid a per hourly rate in addition to their ordinary rates whilst so engaged.</p>		\$0.73	\$0.75
<p>Disability – Confined Space Work</p> <p>Employees working in a confined space, i.e. A compartment, space or place the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation shall be paid a per hourly rate in addition to their ordinary rates</p>		\$0.89	\$0.92
<p>Disability – Dirty Work</p> <p>Employees working in dirty or offensive work shall be paid a per hourly rate for actual time employed in addition to their ordinary rate.</p>		\$0.67	\$0.69
<p>Disability – Hot and Cold Work</p> <p>Employees who are required to work for more than one hour continuously in the shade in places where the temperature is raised by artificial means to 45 degrees Celsius or more, or is below 0 degrees Celsius, shall be paid a per hourly rate in addition to their ordinary rates.</p>		\$0.89	\$0.92

Name and Description	Type	Increase 3% 1-Aug-19	Increase 3% 1-Aug-20
<p>Disability – Insulation Work</p> <p>Employees who are required to work in areas which involve the handling of loose slag wool, loose insulwool, or other loose material of a like nature used in the construction, repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise, shall be paid a per hourly rate in addition to their ordinary rates.</p>		\$0.87	\$0.90
<p>Disability – Jack Hammer and Handling Cement Work</p> <p>Employees using jack hammers shall be paid a daily rate in addition to their ordinary rate & shall be provided with aprons & gloves by the employer free of charge.</p> <p>Powder workers loading or unloading a quantity of not less than six bags of cement shall be paid a per hourly rate in addition to their ordinary rates.</p>	<p>Jackhammer</p> <p>Cement</p>	<p>\$4.58</p> <p>\$0.71</p>	<p>\$4.72</p> <p>\$0.73</p>
<p>Disability - Live Sewer Work</p> <p>Employees engaged on live sewer work shall be paid an additional ½ a time on top of the applicable rate for such work. For this purpose 'live sewer work' shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but shall not apply to routine maintenance which does not require the dismantling of pumps etc. The term shall also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping. Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply.</p> <p>Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) shall be paid not less than 4 hours.</p>		<p>If time and a half is applicable – double time is paid.</p>	
<p>Disability – Noxious Gas Fumes Work</p> <p>Employees who are required to work amongst noxious gas fumes shall be paid a per hourly rate for actual time worked therein in addition to their ordinary rates</p>		\$0.89	\$0.92

Name and Description	Type	Increase 3% 1-Aug-19	Increase 3% 1-Aug-20
<p>Disability – Powerstation Work</p> <p><i>Power Station Allowance: In addition to the ordinary rates prescribed, employees employed at power stations, shall be paid a weekly allowance.</i></p> <p><i>This allowance shall be treated as part of the total ordinary rate & shall be taken into consideration for the purpose of computing overtime, weekend penalty rates etc.</i></p>		\$44.14	\$45.47
<p>Disability – Precipitator Work</p> <p><i>Employees working in uncleaned or hot precipitators shall be paid a per hourly rate with a minimum payment of 2 hours in addition to their ordinary rates of pay. When working in cleaned precipitators, they shall be paid a per hourly rate with a minimum payment of 2 hours in addition to their ordinary rates.</i></p>	<p><i>Uncleaned</i></p> <p><i>Cleaner</i></p>	<p>\$4.24</p> <p>\$2.84</p>	<p>\$4.37</p> <p>\$2.93</p>
<p>Disability – Shot Sandblasting Work</p> <p><i>Employees working a shot blast or sand blast shall be paid an allowance a per hourly rate for the actual time engaged in working such shot blast or sand blast, in addition to their ordinary rates.</i></p>		\$0.70	\$0.72
<p>Disability – Toxic Substances Work</p> <p><i>Employees using toxic substances or materials of a like nature shall be paid a per hourly rate in addition to their ordinary rates. Employees working in close proximity to employees so engaged shall be paid a per hourly rate in addition to their ordinary rates.</i></p> <p><i>For the purpose of this subclause toxic substances shall include epoxy-based materials & all materials which include or require the addition of a catalyst hardener & reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.</i></p>	<p><i>Using</i></p> <p><i>Close Proximity</i></p>	<p>\$0.87</p> <p>\$0.73</p>	<p>\$0.90</p> <p>\$0.75</p>

Name and Description	Type	Increase 3% 1-Aug-19	Increase 3% 1-Aug-20
<p>Disability – Unpleasant Conditions Work</p> <p><i>Employees who work under particularly hot & unpleasant conditions on or in boilers or condensers, on soot blower systems of steaming or banked boilers, or in alternator air chambers during short outages or breakdowns will be paid a per hourly rates in addition to ordinary rates. This allowance shall not apply after a boiler has been out of service for 48 hours, or an alternator or condenser out of service for 12 hours.</i></p> <p><i>Furthermore, this allowance shall not apply to work done during overhauls or condenser brushing, or for work done on stoker motors and stoker gear box mechanisms.</i></p> <p><i>A minimum payment of 4 hours of the Unpleasant Conditions Allowance will be paid to employees when they are required to wear a chemical suit during their work duties. The minimum payment of four hours can only be claimed once a day.</i></p>		\$1.90	\$1.96
<p>Disability – Wet Work</p> <p><i>Employees required to work in places where water, other than rain, is continually dripping so that their clothing becomes saturated with water, or where there is water under foot to a depth exceeding 50 millimeters so that their feet become wet, shall be paid a per hourly rate in addition to ordinary rates. This allowance shall not apply when protective waterproof clothing and/or footwear is supplied.</i></p>		\$0.89	\$0.92
<p>Disability – Work in rain</p> <p><i>This payment applies only where employees are directed to work in the rain.</i></p> <p><i>Suitable waterproof clothing shall be supplied by the employer, where practicable, to employees who are required to work in the rain.</i></p> <p><i>Notwithstanding the foregoing, where in the performance of such work, an employee whose clothes become wet from rain, shall be paid double rates for all work so performed and such payment shall continue until the employee is able to change into dry clothing or until work ceases, whichever is the earlier.</i></p>		\$0.89	\$0.92
<p>Meals</p> <p><i>Employees required to do overtime work for more than 1 hour shall be paid a per meal rate between the ordinary ceasing time and the completion of overtime work, unless the employer provides such meal for them.</i></p>		\$15.62	\$16.08

Name and Description	Type	Increase 3% 1 Aug-19	Increase 3% 1-Aug-20
Tools – Bricklaying <i>Employees who supply and use their own tools.</i>		\$ 24.35	\$25.08
Tools – Electrical (general), Electrical (instrumentation and process control), (mechanical general), Mechanical (automotive), Refrigeration <i>Employees who supply and use their own tools.</i>		\$29.46	\$30.35
Tools – Electrical (automotive), Electronic, Boilermaking, Toolmaking, Turning, Sheetmetal <i>Employees who supply and use their own tools.</i>		\$22.09	\$22.75
Tools – Cable Jointing, Electrical Line, Blacksmithing, Welding <i>Employees who supply and use their own tools.</i>		\$14.74	\$15.18
Tools – Carpentry, Joinery, Plumbing, Gasfitting <i>Employees who supply and use their own tools.</i>		\$34.00	\$35.02
Tools – Painting, Draining (by a licensed Drainer) <i>Employees who supply and use their own tools.</i>		\$8.37	\$8.62
Laundry Allowance <i>Where uniforms are not laundered at the employer's expenses, this weekly allowance shall be paid.</i>		\$3.00	\$3.09