

AUSDRILL MAINTENANCE ENTERPRISE AGREEMENT 2019



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SECTION A – AGREEMENT ADMINISTRATION

1 AGREEMENT TITLE

1.1 This Agreement is called the *Ausdrill Maintenance Enterprise Agreement 2019 (Agreement)*.

2 PERSONS BOUND

2.1 This Agreement covers:

2.1.1 Perenti Global Limited (ABN 95 009 211 474) previously trading as Ausdrill Limited, Ausdrill Pty Ltd (ABN 58 103 661 374) previously trading as Ausdrill Northwest and Drill Rigs Australia (ABN 99 128 786 603) (collectively **Ausdrill**); and

2.1.2 Employees of Ausdrill who are engaged in the classifications set out in Schedule One, in any locations in Australia where Ausdrill may operate (excluding black coal mining and oil and gas operations).

3 WHOLE AGREEMENT

3.1 Except as specifically provided for, this Agreement operates to the exclusion of any Modern Award or other industrial instrument.

3.2 The Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

4 COMMENCEMENT AND PERIOD OF OPERATION

4.1 This Agreement will operate seven (7) days from the date it is approved by the Fair Work Commission.

4.2 This Agreement will have a nominal expiry date of four (4) years from the date of approval.

5 DEFINITIONS

Agreement means *Ausdrill Maintenance Enterprise Agreement 2019*

Ausdrill means Perenti Global Limited (ABN 95 009 211 474) previously trading as Ausdrill Limited, Ausdrill Pty Ltd (ABN 58 103 661 374) previously trading as Ausdrill Northwest and Drill Rigs Australia (ABN 99 128 786 603)

Perenti Group means any of the related entities of Ausdrill

Flat hourly rate means the flat hourly rate of pay for all hours worked, as listed in Schedule One

NES means National Employment Standards

SECTION B – CONTRACT OF EMPLOYMENT

6 TYPE OF EMPLOYMENT

- 6.1 An Employee may be engaged on a full-time, part-time or casual basis, and this will be set out in the offer of employment.
- 6.2 Full-time and part-time engagements may either be ongoing, fixed-term or maximum-term.
- 6.3 Part-time Employees will accrue entitlements on a pro rata basis.

7 PROBATION

- 7.1 Employees will be subject to a three (3) month probationary period from their commencement date with Ausdrill. Where reasonable, the probationary period may be extended up to a further three (3) months.
- 7.2 The purpose of the probationary period is to enable both parties to ascertain their suitability and capability to work together.
- 7.3 During the probationary period, either party has the right to terminate the employment by providing one (1) week's notice (except in cases of serious misconduct). Ausdrill and the Employee may mutually agree to a lesser period of notice.
- 7.4 This clause does not apply to casual Employees.

8 DUTIES / RESPONSIBILITIES

- 8.1 Employees are required to present for work as rostered, in a fit state and ready, willing and able to perform their duties.
- 8.2 Employees are required to safely undertake all duties within their skill and competence in accordance with their position description and any other duties as reasonably directed by Ausdrill.
- 8.3 Employees will observe all lawful directions from Ausdrill, as well as complying with relevant Acts, Regulations, Codes of Practices and safety systems.
- 8.4 Employees agree to comply with Ausdrill's Fitness for Work standard, including the requirement for random, blanket and causal drug and alcohol testing.
- 8.5 Employees working on client sites must obtain and maintain relevant clearances for site access, to Ausdrill and the client's satisfaction. Should clearance be withdrawn for reasons including, but not limited to:
 - 8.5.1 The Employee breaching site and / or accommodation policies, procedures and rules;
 - 8.5.2 The Employee engaging in serious misconduct; or

8.5.3 Ausdrill's client instructing Ausdrill that the Employee's clearance for site access has been withdrawn;

Ausdrill may terminate the Employee's employment in accordance with clause 11.

9 RELATIONSHIP TO POLICY AND PROCEDURES

9.1 Employees covered by this Agreement agree to abide by Ausdrill's policies and procedures (as varied, amended or introduced from time to time) but those policies and procedures do not form part of this Agreement.

9.2 No party may raise a dispute under clause 26 this Agreement in relation to Ausdrill's policies and procedures.

10 STAND DOWN

10.1 Ausdrill may stand down an Employee without pay for any day, or portion of a day, on which the Employee cannot usefully be employed because of any industrial action, any breakdown of machinery or equipment for which Ausdrill cannot reasonably be held responsible, or any stoppage of work for any cause for which Ausdrill cannot reasonably be held responsible.

10.2 Ausdrill may allow the taking of any accrued annual leave rather than standing down Employees, subject to agreement with the Employees.

11 TERMINATION OF EMPLOYMENT

11.1 Ausdrill may terminate employment by providing the notice as specified in the table below:

Period of continuous service	Notice period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

11.2 In addition, if an Employee is over 45 years of age and has completed at least two (2) years continuous service at the time Ausdrill gives notice, Ausdrill will provide an additional week's notice.

11.3 At its discretion, Ausdrill may provide payment in lieu of notice or part payment in lieu and part notice.

11.4 An Employee may terminate employment by providing a minimum of one (1) week's notice, but the termination should take effect from the end of the current site roster if applicable. Should an Employee (who is at least 18 years old) not provide the requisite amount of notice, Ausdrill may withhold from any monies owing an amount equivalent to no more than one (1) week's wages.

11.5 Ausdrill and an Employee may mutually agree on a lesser period of notice to terminate the employment.

- 11.6 Ausdrill is not required to provide notice in circumstances where employment is terminated by Ausdrill due to serious misconduct by an Employee.
- 11.7 Ausdrill or a Casual Employee may terminate a casual engagement by providing four (4) hours' notice.

12 REDUNDANCY

- 12.1 Redundancy occurs where Ausdrill decides it no longer requires the job an Employee has been performing to be done by anyone, and this is not due to the ordinary and customary turnover of labour.
- 12.2 In addition to the notice of termination entitlement set out in clause 11, where an Employee is terminated due to redundancy, the following redundancy payments in respect of continuous service up to the date of termination will apply:

Period of continuous service	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 12.3 For the purposes of this clause, a week of redundancy pay means the flat hourly rate of pay for forty (40) hours.
- 12.4 If an Employee resigns after having been provided notice of termination due to redundancy, they will still be entitled to redundancy pay as per clause 12.2. However, they will not be entitled to payment for notice not worked.
- 12.5 Ausdrill may make application under Section 120 of the *Fair Work Act 2009* (Cth) for a reduction in redundancy payments if an Employee is offered suitable alternative employment for which the employee is reasonably suited, either:
- 12.5.1 with Ausdrill (including transfer to another Ausdrill site or location); or
 - 12.5.2 with another company within the Perenti Group; or
 - 12.5.3 an unrelated company through transfer of business.
- 12.6 This clause is not applicable to Casual Employees, Apprentices, or fixed term or maximum term engagements.

13 CASUAL EMPLOYMENT

- 13.1 A Casual Employee is an Employee engaged and paid as such.
- 13.2 A Casual Employee will be paid by the hour and receive the flat hourly rate for the classification of work performed, plus a casual loading of 25%. The casual loading is calculated on the flat hourly rate and is not cumulative on any other payments.
- 13.3 The 25% casual loading is paid in lieu of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- 13.4 Casual Employees will be entitled to a minimum of four (4) hours work on each day of engagement.
- 13.5 A Casual Employee who over the preceding 12 months has worked a regular pattern of hours which could be performed on ongoing basis in a full-time or part-time capacity may request to have their appointment converted to full-time or part-time, subject to the following:
- 13.5.1 The Employee must make the request in writing;
- 13.5.2 Ausdrill may only refuse the request on reasonable grounds after consulting with the Employee; and
- 13.5.3 Where Ausdrill refuses a request, Ausdrill will provide the reasons for refusal in writing to the Employee within 21 days of the request being made.

14 APPRENTICES

- 14.1 Where an apprentice is required to attend block release training for their training contract, and such training requires an overnight stay, Ausdrill will pay for the excess reasonable travel costs (including, where necessary, accommodation and reasonable expenses) incurred travelling to and from the training.
- 14.2 The amount payable under clause 14.1 may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or Ausdrill has advised them in writing of the availability of such assistance.
- 14.3 Ausdrill will reimburse an apprentice the cost of all training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks Ausdrill makes available to the apprentice), or alternatively pay the costs directly to the RTO, unless there is unsatisfactory progress by the apprentice.
- 14.4 Apprentices will be released from work to attend any training and assessment specified in, or associated with, the training contract. Time spent attending training and assessments will be regarded as time worked for the purposes of determining wages and continuity of service.
- 14.5 Except in an emergency, no apprentice will be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

15 HOURS OF WORK AND ROSTERS

- 15.1 Full time ordinary hours of work shall be an average of thirty-eight (38) per week to be worked over any days of the week. Ordinary hours may be averaged over a period of up to twenty-six (26) weeks.
- 15.2 Due to the nature of Ausdrill's business, Employees will be required to work a minimum of two (2) additional hours per week. Nominal weekly hours therefore will be forty (40) per week (i.e. 38 ordinary hours plus two (2) additional hours). Nominal daily hours will be eight (8) hours per day.
- 15.3 Employees are generally required to work shift work and typically work additional hours not exceeding twelve (12) hours per day, except in exceptional circumstances. These shifts will be inclusive of paid meal breaks totalling 30 minutes per shift, scheduled based on operational requirements to ensure continuity of operations. The actual hours worked will be based on the relevant shift roster patterns at the relevant site.
- 15.4 In lieu of a standard work week, hours of work may be rostered by Ausdrill so that work may be carried out over consecutively recurring cycles, each consisting of a specified number of consecutive working days followed by a specified number of non-working days. As an example, a cycle may consist of fourteen (14) consecutive working days followed by seven (7) consecutive non-working days but may be varied to meet the operational needs of Ausdrill or the client. The non-working days are unpaid.
- 15.5 Depending on the production or site requirements, employees may be required to work day and / or night shifts according to their roster. Under this Agreement, Employees may be required to work day shift only, or a combination of day and night shifts.
- 15.6 The shift commences at the assigned machine or work station or where required to attend a pre-shift information meeting at the commencement of that meeting.
- 15.7 Ausdrill will endeavour to provide Employees with at least ten (10) consecutive hours off duty between the work of successive working days.
- 15.8 Ausdrill may vary an Employee's place of employment from time to time. Employees accept that it is a condition of employment that they work at other locations and will accept a transfer if required to do so by Ausdrill. Employees will be given reasonable notice. Transfers may be temporary or permanent.
- 15.9 Roster patterns may be varied due to client or operational requirements from time to time. Ausdrill will consult with employees in accordance with clause 27.11.

SECTION C – REMUNERATION

16 REMUNERATION

- 16.1 The minimum rates of pay for each classification of work are set out in Schedule One. The flat hourly rate is payable on all hours worked as authorised by Ausdrill.

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- 16.2 The applicable flat hourly rate will depend on the location of the work performed. The metro and regional rates are defined as followed:
- 16.2.1 The metro rate is applicable to work performed in a Capital city (e.g. Perth-based).
- 16.2.2 The regional rate is applicable to work performed in a regional area (e.g. Kambalda, Kalgoorlie or site-based).
- 16.3 Ausdrill may choose to pay Employees above the rates of pay in this Agreement.
- 16.4 The flat hourly rates in Schedule One have been calculated to satisfy the 'Better Off Overall Test' under the *Fair Work Act 2009* (Cth). Ausdrill has contemplated the relevant Modern Award and the existing rosters in operation at the time of making this Agreement. The flat hourly rates have been calculated to compensate for all aspects of work and conditions under which work is performed, including but not limited to wages, allowances, overtime, penalty rates, loadings and shift penalties as specified in the relevant Modern Award.
- 16.5 Due to the nature of the mining industry and Ausdrill's operations, Ausdrill acknowledges that new contracts or client requirements may result in the need to introduce new rosters. Should Ausdrill introduce new rosters during the term of the Agreement, Ausdrill undertakes to review the applicable flat hourly rate of pay at the commencement of the new roster to ensure that affected Employees working under the new roster are better off than under the relevant Modern Award by at least 1.25%.
- 16.6 Employees will be paid fortnightly by electronic transfer into the Employee's nominated bank account.
- 16.7 Ausdrill will increase the flat hourly rates in Schedule One by the Consumer Price Index (6401), Weighted Average of Eight Capital Cities (Dec Qtr.) on the first full pay period following:
- 16.7.1 1 February 2021
- 16.7.2 1 February 2022
- 16.7.3 1 February 2023
- 16.8 Ausdrill will be under no obligation to pay for any day or part day which would normally be required to be worked but is not worked, except where the absence is due to entitlements to paid leave provided for under this Agreement.
- 16.9 Ausdrill will determine the classification of each Employee at its discretion. Movement between the levels set out in Schedule One will be by appointment only, subject to the Employee possessing the applicable skills for the level and being required by Ausdrill to perform at that level.
- 16.10 A **site allowance** of \$2.75 per hour is payable to Employees (excluding apprentices) on all hours worked, subject to meeting site requirements. It is not payable on leave, public holidays payments, redundancy or termination payments.
- 16.11 A **field uplift** of \$12 per hour is payable to apprentices on all hours worked in a regional area. It is not payable on leave, public holidays payments, redundancy or termination payments.

17 SUPERANNUATION

- 17.1 Ausdrill will pay superannuation contributions (on all approved hours worked) in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) as replaced or amended from time to time. Contributions will be made into a complying superannuation fund as nominated by the Employee or, where no fund is nominated, into a complying fund which offers a 'MySuper' product as nominated by Ausdrill.
- 17.2 Employees may change their choice of fund a maximum of once every twelve months by notifying Ausdrill in writing of their new choice of fund.

SECTION D – LEAVE PROVISIONS

18 ANNUAL LEAVE AND PUBLIC HOLIDAYS

- 18.1 Employees will accrue four (4) weeks of annual leave per year of completed service in accordance with the NES.
- 18.2 Employees employed as a continuous shiftworker will be entitled to an additional week of annual leave. For the purposes of the additional week of annual leave, a continuous shiftworker is an Employee who:
- 18.2.1 Is engaged in a continuous process in which shifts are continuously rostered 24 hours a day for seven (7) days a week; and
 - 18.2.2 Is regularly rostered to work those shifts (both day and night); and
 - 18.2.3 Works at least 34 Sundays and six (6) public holidays over 12 months.
- 18.3 Annual leave will accrue and be deducted based on 40 nominal hours of work per week. Annual leave will be paid at the flat hourly rate based on the nominal hours of work. The flat hourly rates in Schedule One are inclusive of annual leave loading.
- 18.4 Annual leave will be paid at the metro or regional flat hourly rate that is applicable to the Employee's usual place of work (i.e. metro or regional).
- 18.5 Leave can be taken at a mutually convenient time as agreed between an Employee and Ausdrill.
- 18.6 Ausdrill reserves the right to direct Employees to take accrued annual leave during a shutdown of all or part of the business where the Employees work. If the Employee does not have sufficient accrued annual leave for the period, they may be required to take leave without pay.
- 18.7 Where an Employee has accrued excessive annual leave (being a minimum of eight (8) weeks) they may be directed by Ausdrill to take up to a quarter of the accrued annual leave. Ausdrill will provide at least eight (8) weeks' notice of the requirement to take excessive annual leave.
- 18.8 Employees may apply to have annual leave paid as a cash amount in lieu of taking accrued annual leave. An application for cash in lieu of taking accrued leave may only be approved in the circumstances where the Employee retains a minimum of four (4) weeks accrued leave.

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- 18.9 Any accrued but untaken annual leave shall accumulate year on year and be paid out on termination of employment.
- 18.10 An Employee is entitled to a Public Holiday without loss of pay if rostered to work.
- 18.11 Employees rostered and authorised to work on a Public Holiday will be paid their flat hourly rate for all hours worked, plus an additional eight (8) hours at their flat hourly rate.
- 18.12 Public Holidays shall mean New Year's Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, Christmas Day, Boxing Day, Labour Day, WA Day and Queen's Birthday (as gazetted) and any other day, or part day, declared or prescribed under a law of the State or Territory where the Employee is working.
- 18.13 Casual Employees are not entitled to annual leave.

19 PERSONAL / CARER'S LEAVE

- 19.1 Employees will be entitled to personal / carer's leave in accordance with the provisions of the NES.
- 19.2 Employees will accrue ten (10) days of personal / carer's leave per year of completed service.
- 19.3 For the purposes of payment, personal / carer's leave will be paid at the rate of eight (8) nominal hours per shift not worked (including 7.6 ordinary hours and 0.4 additional hours).
- 19.4 By way of summary, the NES provides the following entitlement:
- 19.5 Personal / carer's leave is available where:
- 19.5.1 an Employee is unable to attend work due to personal ill health or injury; or
 - 19.5.2 for the purpose of providing care or support to a member of the Employee's immediate family or a member of the household who requires care or support because of their personal illness or injury or an unexpected emergency affecting the person.
- 19.6 Accrued but untaken personal leave shall accumulate from year to year but will not be paid out on termination of employment.
- 19.7 Personal / carer's leave of greater than two (2) consecutive days must be supported by a medical certificate from a registered health practitioner or, in certain circumstances, other suitable evidence such as a statutory declaration.
- 19.8 Ausdrill may also require that any claim for personal / carer's leave taken after the first two (2) occasions of personal / carer's leave in the year be supported by a medical certificate from a registered health practitioner or other suitable evidence such as a statutory declaration.
- 19.9 Employees are required to advise their immediate supervisor of their absence under this clause as soon as reasonably practicable which, if possible, should be at least one (1) hour prior to their commencement time.
- 19.10 For the purposes of this clause, an Employee's immediate family or member of the household is defined as any of the following:

19.10.1 A spouse, child, parent, grandparent, grandchild or sibling of an Employee; or

19.10.2 A child, parent, grandparent, grandchild or sibling of an Employee's spouse.

19.11 Casual Employees are not entitled to paid personal / carer's leave. Casual Employees will be entitled to two (2) day's unpaid personal / carer's leave subject to the same notice and evidence requirements outlined above.

20 COMPASSIONATE LEAVE

20.1 Employees are entitled to two (2) day's paid compassionate leave in accordance with the NES.

20.2 Compassionate leave may be taken where a member of an Employee's immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life, or dies.

20.3 Ausdrill may require reasonable evidence to support a claim for compassionate leave.

20.4 Casual Employees are not entitled to paid compassionate leave. Casual Employees will be entitled to two (2) day's unpaid compassionate leave subject to the same evidence requirements outlined above.

21 LONG SERVICE LEAVE

21.1 Long service leave (**LSL**) will accrue at the rate of 13 weeks' leave for ten (10) completed years of continuous service.

21.2 Except for a more generous accrual rate, LSL shall otherwise be in accordance with the provisions of the relevant LSL state legislation.

21.3 Subject to the relevant state legislation, Employees who have completed the required years of qualifying service will have their LSL entitlement paid out on termination proportionate to their years of completed service. This does not apply to Employees terminated for serious misconduct.

21.4 Employees may apply to access a pro rata entitlement to LSL provided they have exhausted all other available paid leave entitlements.

21.5 Subject to approval, an Employee may apply for payment in lieu of taking accrued LSL.

21.6 Where Employees are entitled to LSL through an industry-based legislation (e.g. construction industry) eligibility for LSL will be in accordance to the relevant legislation.

22 PARENTAL LEAVE

22.1 Employees will be entitled to unpaid parental leave in accordance with the NES.

22.2 In summary, Employees are entitled to 12 months of unpaid parental leave if:

22.2.1 The leave is associated with the birth of a child of the Employee or their spouse or de facto partner, or the placement of the child with the Employee for adoption; and

22.2.2 The Employee has, or will have, a responsibility for the care of the child.

23 COMMUNITY SERVICE LEAVE

23.1 Employees may apply for an unpaid leave of absence to engage in eligible community service in accordance with the NES. Eligible community service includes activities associated with emergencies, disasters, natural disasters, civil defence, fire-fighting and rescue, and jury service.

23.1 To be eligible for community service leave (excluding jury service) an Employee must be a member of, or have member-like association with a recognised emergency management body and either:

23.1.1 be requested on behalf of the body to participate in the activity; or

23.1.2 where a request has not been made, if the circumstances had permitted, a request would be most likely have been made.

23.2 Jury service applies to Employees who are summoned to attend for Jury service.

23.3 Employees summoned will receive their flat hourly rate of pay for ordinary working hours for a maximum of ten (10) days jury service. The flat hourly rate of pay received will be reduced by the total amount of jury service pay received, or is payable, to the Employee. The Employee will be required to provide evidence of summons, attendance and jury pay received.

23.4 For jury service in excess of ten (10) days, payment will only be paid in accordance with applicable state legislation.

23.5 Casual employees are not entitled to paid jury service.

24 FAMILY AND DOMESTIC VIOLENCE LEAVE

24.1 Employees will be entitled to five (5) days unpaid family and domestic violence leave in accordance with the NES.

25 LEAVE ENTITLEMENTS – GENERAL

25.1 For the purposes of calculating payment for leave entitlements, a day shall mean eight (8) nominal hours at the flat hourly rate and a week shall mean 40 nominal hours at the flat hourly rate (i.e. 38 ordinary hours plus two (2) additional hours).

25.2 Periods of leave without pay or unauthorised absences, including any absences on worker's compensation (to the extent that it is permitted by the laws of a State or Territory), do not count as service for the purposes of accruing leave entitlements, subject to any statutory provisions to the contrary.

SECTION E – GENERAL

26 DISPUTE SETTLEMENT PROCEDURE

- 26.1 To resolve any dispute relating to a matter under this Agreement or the NES, the following procedure is to apply:
- 26.1.1 On becoming aware of any issue over the application of this Agreement, the Employee will immediately notify Ausdrill.
 - 26.1.2 The parties are committed to resolving any issues as quickly as possible at the workplace level.
 - 26.1.3 Where an issue is raised to which this procedure applies, the matter will be initially discussed between the Employee and the direct Supervisor.
 - 26.1.4 If the issue is unresolved within three (3) days the issue shall be referred, without delay to the Manager by the direct Supervisor.
 - 26.1.5 The Manager and Employee will endeavour to resolve the issue.
 - 26.1.6 If the issue cannot be resolved between the Employee and the Manager within a further three (3) days, it shall then be referred to the General Manager, who will endeavour to resolve the issue.
- 26.2 Where the issue is not resolved, either party may refer the issue to an agreed independent third party for mediation of the issue.
- 26.3 At the time the parties agree on an independent third party for mediation, the parties will also discuss and seek to agree upon a process to be followed for mediation.
- 26.4 If the parties cannot agree upon an independent third party to conduct the mediation; or upon the process to be followed for mediation:
- 26.4.1 a party to the dispute may refer the matter to the Fair Work Commission;
 - 26.4.2 the Fair Work Commission may resolve the dispute by mediation, conciliation, expressing an opinion or making a recommendation; and
- 26.4.3 the Fair Work Commission can only make a determination which is binding on the parties with the agreement of all parties.
- 26.5 Ausdrill and the Employee agree that work will continue in accordance with the contract of employment unless the Employee has a reasonable concern about an imminent risk to health or safety.
- 26.6 Either party may appoint a representative at any stage of the dispute settlement procedure.

27 CONSULTATION

- 27.1 This term applies if Ausdrill:

27.1.1 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

27.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

MAJOR CHANGE

27.2 For a major change referred to in clause 27.1.1:

27.2.1 Ausdrill must notify the relevant Employees of the decision to introduce the major change; and

27.2.2 clauses 27.3 to 27.9 apply.

27.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

27.4 If:

27.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

27.4.2 the Employee or Employees advise Ausdrill of the identity of the representative;

Ausdrill must recognise the representative.

27.5 As soon as practicable after making its decision, Ausdrill must:

27.5.1 discuss with the relevant Employees:

27.5.1.1 the introduction of the change; and

27.5.1.2 the effect the change is likely to have on the Employees; and

27.5.1.3 measures Ausdrill is taking to avert or mitigate the adverse effect of the change on the Employees; and

27.5.2 for the purposes of the discussion provide, in writing, to the relevant Employees:

27.5.2.1 all relevant information about the change including the nature of the change proposed; and

27.5.2.2 information about the expected effects of the change on the Employees; and

27.5.2.3 any other matters likely to affect the Employees.

27.6 However, Ausdrill is not required to disclose confidential or commercially sensitive information to the relevant Employees.

27.7 Ausdrill must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

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- 27.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to Ausdrill's enterprise, the requirements set out in clauses 27.2.1, 27.3 and 27.5 are taken not to apply.
- 27.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- 27.9.1 the termination of the employment of Employees; or
 - 27.9.2 major change to the composition, operation or size of Ausdrill's workforce or to the skills required of Employees; or
 - 27.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 27.9.4 the alteration of hours of work; or
 - 27.9.5 the need to retrain Employees; or
 - 27.9.6 the need to relocate Employees to another workplace; or
 - 27.9.7 the restructuring of jobs.
- 27.10 Where this Agreement makes provision for the alteration of any of the matters defined at clause 27.9, such alteration is taken not to have significant effect.

CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

- 27.11 For a change referred to in clause 27.1.2:
- 27.11.1 Ausdrill must notify the relevant Employees of the proposed change; and
 - 27.11.2 clauses 27.12 to 27.16 apply.
- 27.12 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 27.13 If:
- 27.13.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 27.13.2 the Employee or Employees advise Ausdrill of the identity of the representative;
- Ausdrill must recognise the representative.
- 27.14 As soon as practicable after proposing to introduce the change, Ausdrill must:
- 27.14.1 discuss with the relevant Employees the introduction of the change; and
 - 27.14.2 for the purposes of the discussion provide to the relevant Employees:
 - 27.14.2.1 all relevant information about the change, including the nature of the change; and

- 27.14.2.2 information about what Ausdrill reasonably believes will be the effects of the change on the Employees; and
- 27.14.2.3 information about any other matters that Ausdrill reasonably believes are likely to affect the Employees; and
- 27.14.3 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).
- 27.15 However, Ausdrill is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 27.16 Ausdrill must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 27.17 In this term relevant Employees means the Employees who may be affected by a change referred to in clause 27.1.

28 FLEXIBILITY TERM

- 28.1 Ausdrill and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 28.1.1 the Agreement deals with one (1) or more of the following matters:
 - 28.1.1.1 arrangements about when work is performed;
 - 28.1.1.2 overtime rates;
 - 28.1.1.3 penalty rates;
 - 28.1.1.4 allowances;
 - 28.1.1.5 leave loading; and
 - 28.1.2 the arrangement meets the genuine needs of Ausdrill and the Employee in relation to one (1) or more of the matters mentioned in clause 28.1.1; and
 - 28.1.3 the arrangement is genuinely agreed to by Ausdrill and the Employee.
- 28.2 Ausdrill must ensure that the terms of the individual flexibility arrangement:
 - 28.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
 - 28.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
 - 28.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 28.3 Ausdrill must ensure that the individual flexibility arrangement:
 - 28.3.1 is in writing; and
 - 28.3.2 includes the name of Ausdrill and the Employee; and

- 28.3.3 is signed by Ausdrill and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 28.3.4 includes details of:
 - 28.3.4.1 the terms of the Agreement that will be varied by the arrangement; and
 - 28.3.4.2 how the arrangement will vary the effect of the terms; and
 - 28.3.4.3 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
- 28.3.5 states the day on which the arrangement commences.
- 28.4 Ausdrill must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 28.5 Ausdrill or the Employee may terminate the individual flexibility arrangement:
 - 28.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 28.5.2 if Ausdrill and the Employee agree in writing at any time.

29 REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

- 29.1 Employees will be entitled to make a request for a flexible working arrangement in accordance with the NES.
- 29.2 In addition, before responding to the request Ausdrill will discuss the request with the Employee and try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
 - 29.2.1 the needs of the Employee arising from their circumstances;
 - 29.2.2 the consequences for the Employee if changes in working arrangements are not made; and
 - 29.2.3 any reasonable business grounds for refusing the request.
- 29.3 Where Ausdrill refuses the request and cannot reach an agreement as per clause 28.2, Ausdrill will provide a written response that:
 - 29.3.1 Includes details of the business reasons for the refusal;
 - 29.3.2 States whether or not there are any alternative changes to working arrangements Ausdrill can offer to better accommodate the Employee's circumstances; and
 - 29.3.3 If there are alternative arrangements, sets out those changes to working arrangements.
- 29.4 Where Ausdrill and an Employee agree to a flexible working arrangement that differs from the original request, the agreement changes to working arrangements must be set out in writing.

SCHEDULE ONE – CLASSIFICATIONS AND RATES

	Metro Flat Hourly Rate	Regional Flat Hourly Rate	Site Allowance
Maintenance Tradesperson – trade qualified			
Level 5	\$48.31	\$63.56	\$2.75
Level 4	\$47.04	\$61.02	\$2.75
Level 3	\$45.77	\$58.48	\$2.75
Level 2	\$40.68	\$55.94	\$2.75
Level 1	\$35.60	\$50.85	\$2.75
Manufacturing Tradesperson – trade qualified			
Level 3	\$42.71	\$42.71	\$2.75
Level 2	\$38.65	\$38.65	\$2.75
Level 1	\$35.60	\$35.60	\$2.75
Semi-skilled person (e.g. Tyre Fitter, Serviceperson)			
Level 4	\$36.61	\$46.78	\$2.75
Level 3	\$34.58	\$44.75	\$2.75
Level 2	\$32.54	\$42.71	\$2.75
Level 1	\$30.51	\$40.68	\$2.75
Unskilled person (e.g. Trades Assistant / Store person)			
Level 3	\$32.54	\$32.54	\$2.75
Level 2	\$28.98	\$28.98	\$2.75
Level 1	\$25.43	\$25.43	\$2.75
Truck driver (nationally accredited)			
Level 1	\$39.66	\$39.66	\$2.75

Junior employees receive:

- At 16 years of age, 75% of the applicable adult rate
- At 17 years of age, 85% of the applicable adult rate
- At 18 years of age, 100% of the applicable adult rate

Flat hourly rate		Field uplift	Flat hourly rate		Field uplift
Junior Apprentices			Adult Apprentices		
1 st year	\$16.42	N/A	\$29.49		\$12
2 nd year	\$19.40	\$12	\$29.49		\$12
3 rd year	\$24.20	\$12	\$29.49		\$12
4 th year	\$27.98	\$12	\$29.49		\$12

SIGNATORIES**Signed on behalf of:**

Perenti Global Limited (ABN 95 009 211 474) previously trading as Ausdrill Limited;

Ausdrill Pty Ltd (ABN 58 103 661 374) previously trading as Ausdrill Northwest;

Drill Rigs Australia (ABN 99 128 786 603);

Collectively referred to as **Ausdrill**

Name:

Signature:

Address:

Authority to sign:

Witnessed by:

Signature:

Address:

Signed for and on behalf of employees

Name:

Signature:

Address:

Authority to sign: An employee of Ausdrill employed in a class of employees to be bound by the Agreement

Witnessed by:

Signature:

Address:

