

AUSTRALIAN WORKPLACE AGREEMENT
As provided by Part VII of the Workplace Relations Act 1996

Part 1

PARTIES BOUND, OPERATION AND VARIATION

1.1 PARTIES BOUND BY THIS AGREEMENT

This Australian Workplace Agreement (AWA) is made in accordance with the Workplace Relation Act 1996 ("the Act") between -:

MPA Energy Services Pty Ltd, ACN 059 613 984
("the Employer"), of PO Box 1228 Milton Qld. 4064

and

.....("the Employee"), of
(full name)
.....
..... Post Code.....
(address)

This agreement is initially for.....employment.
(State if Casual or Part-time/Continuing employment)

1.2 DEFINITIONS OF EMPLOYMENT

Continuing Employment – a contract of employment with an expectation of ongoing and continuing employment. Continuing employees may be employed full-time or part-time. With continuing employment, all terms in this agreement may be applied.

A part-time employee will be one engaged for up to an average of 36 hours a week with a minimum engagement of 8 hours a week.

Casual employment – a contract of employment which is irregular and/or occurs from time to time as the need arises. Casual employment includes work which is only undertaken from time to time by agreement of the employee. Casual employment is paid at a specific hourly rate. This rate will include an agreed percentage above the rate paid to continuing employees. Because casual employees receive an extra percentage on the normal hourly rate, they will not be entitled to any additional benefits of

employment – such as annual leave, sick leave, severance or redundancy pay.

If employment is of a casual nature, some terms of this agreement will not apply. The terms that may not apply have been especially noted in the text of this agreement.

1.3 OPERATION OF THIS AWA

1.3.1 This agreement shall take effect on..... , or the day after the filing receipt is issued by the Employment Advocate or the date of commencement of employment (whichever is latest).

1.3.2 The nominal expiry date of this AWA will be 36 months from the date of effect noted above, however the AWA will continue to operate until formally terminated or replaced in accordance with the Act.

1.4 VARIATION OF THIS AWA

This AWA represents the full extent of the terms and conditions of employment. The employer and employee agree that this AWA may be changed by consent of both employer and employee at any time during the set time in which the agreement is to run, but the Employment Advocate must approve any changes before they take effect.

Part 2

TERMS AND CONDITIONS OF EMPLOYMENT

2.1 FORM OF EMPLOYMENT

2.1.1 Casual

An employee engaged as a casual will not receive paid leave, except where specifically indicated, nor payment for any time not worked. In the case of a casual employee, compensation for this non-payment is included in the pay rate .

The nature of the employment may be changed from casual to continuing employment by the giving and acceptance of one week of notice of the change.

2.1.2 Continuing

An employee on continuing employment will be engaged calendar monthly on a full-time or part-time basis, of which the first three (3) months will be a

probationary period. During the probationary period, the Company may, in its absolute discretion, and without any reason being given, either confirm the employee's continues employment or terminate the employee's employment during the probationary period.

2.2 TERMINATION OF EMPLOYMENT

2.2.1 Termination of employment shall be by the giving of notice or payment in lieu of notice in the case of the employer, or by the giving of notice or the forfeiture of monies in the case of the employee. Termination may be by part notice and part payment or forfeiture.

The following notice periods shall apply:

- Casual employee - one hour
- Continuing employee -
 - During the probationary period - one week
 - After the probationary period - one calendar month of notice.

In the case of a continuing employee over 45 years of age with more than two years of continuous service, an additional one week of notice, or payment in lieu will be given by the employer.

2.2.2 Nothing in this clause shall limit any rights of the Employer to dismiss an employee without notice for misconduct.

2.3 GRIEVANCE PROCEDURE

The parties are aware that Section 170W of the Act prohibits industrial action during the term of an AWA.

Therefore, in relation to any matter that may be in dispute between the parties to this A.W.A. ('the matter'), the parties will attempt to resolve the matter in the following manner -

- (1) Should a matter arise which gives concern to an employee, the matter will be raised with the immediate supervisor.
- (2) If the matter is not satisfactorily resolved, it will be brought to the attention of the Site Manager.
- (3) If the matter is not resolved to the satisfaction of the parties, discussions involving more senior levels of management will be arranged.

- (4) In the event that the matter still remains unresolved a mutually acceptable mediator will be appointed to resolve the dispute. Both parties commit to participate in the mediation process in good faith.
- (5) Whilst the parties attempt to resolve the matter -
- i. They will continue to work in accordance with the contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - ii. subject to relevant provisions of any State or Territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform.
- (6) The parties will cooperate to ensure that the above dispute resolution procedures are carried out as quickly as is reasonably possible; and during this period agree not to commence an action -
- i. to seek the imposition of a penalty under section 170VV of the Act; or
 - ii. to seek to obtain damages for breaches of an A.W.A.; or
 - iii. to enforce a provision of the A.W.A. or Part VID of the Act (other than an action to enforce section 170VU of the Act); unless the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and either -
 - a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or
 - mediation was requested by either party and that mediation has been completed.

2.4 REDUNDANCY

(This clause does not apply to a casual employee)

Termination of employment due to redundancy shall be in accordance with the Statement of Policy on Termination, Change, and Redundancy contained in the decision of the Full Bench of the Industrial Relations Commission of Queensland, dated 29 October 2003 and published in the Queensland Government Industrial Gazette dated 18 August 2003 and 15 October 2003, which sets out the following payments -

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

2.5 PERFORMANCE OF DUTIES

The employee is to carry out the duties -

- with due care and proper skill in a proper, thorough and professional manner
- safely in accordance with Company and site safety requirements
- in accordance with the day to day and longer term directions given by the Company from time to time
- in accordance with any written direction, policy or procedures manual or other specification the Company provides from time to time.

2.6 STAND DOWN

The employer shall have the right to deduct or withhold payment for any day or part of a day when the employee cannot be usefully employed because of any strike, breakdown in machinery or a stoppage of work or other event for which the employer is not reasonably responsible, or over which the employer has no control.

The employer may, at the request of an employee, allow the employee to take time off in place of overtime, or take annual or special leave rather than be stood down.

Part 3

3.1 PAYMENT OF WAGES

The Employer shall pay wages on a calendar monthly basis by bank transfer or by electronic funds transfer to an account nominated by the employee to the Employer without cost to the employee.

3.2 WAGES AND ALLOWANCES

Wages and allowances are shown in Appendix A to this agreement. The wages include an allowance for all disabilities associated with or incidental to the work of the employer at the Millmerran site.

3.3 VARIATION TO WAGES

During the term of this agreement, the wage rates shown in Appendix A of this agreement will be varied annually in May in line with the percentage movement in the Australia Bureau of Statistics (ABS) wages figures for the March quarter in one year over the March quarter figures of the previous year.

For the purpose of this clause the ABS wages figures shall mean the "Total Hourly rates of pay excluding bonuses, Sector by Occupation" for "Tradespersons and related workers" for the "Private sector".

Provided that the annual increase will be not less than 2%.

3.4 SUPERANNUATION

Subject to agreement by the Trustees of the fund, all employees, respondents to this agreement shall become members of the Nationwide or Sunsuper Superannuation Fund.

Contributions to superannuation will be made on ordinary time earnings which shall mean the actual pay the employee receives for ordinary hours of work (including any casual or shift loading or leading hand/supervisory allowance). Contributions to superannuation are not made on overtime, disability allowances, commission, bonuses, annual leave loading, penalty rates for public holiday work, travelling time allowances, lump sum payments on termination or any other extraneous payments.

Where the employee elects to salary sacrifice part of the wage to a superannuation fund, this will be deemed to be part of the agreement wage. This provision does not in any way alter or affect the contribution required by the employer under the Superannuation Guarantee Act.

Part 4

4. HOURS OF WORK

4.1 Day Work - Ordinary hours of work

The ordinary hours of work will be an average of forty-two (42) hours per week (exclusive of meal breaks) worked over a cycle of four (4) consecutive weeks.

Ordinary hours are to be worked between 6am and 6pm, on any Monday to Friday inclusive, and on one Saturday in a 4-week cycle, or such other system as may be agreed between the employee and the Site Manager.

4.1.1 Daily Starting times

The daily start time of ordinary hours may be changed by agreement or by the employer giving the employee a minimum of forty-eight (48) hours notice.

4.1.2 Meal Breaks / Rest Pauses

The ordinary working day, for day workers will be broken into three approximately equal working periods separated by two breaks.

One break will be an unpaid meal break of thirty minutes.

The other break will be of twenty minutes without loss of pay, to be taken on the job.

The timing of breaks may be staggered, and will be at such times as to not interfere with the continuity of work where continuity is necessary, and at other times, so as to not unduly affect the productivity of the workforce.

4.1.3 Overtime - Day Workers

- (A) Overtime is work performed in excess of or outside the ordinary hours prescribed in clause 4.1.
- (B) The employee will be required to work overtime as and when required, however overtime shall not exceed an average of Twenty-six (26) hours per month unless brought about by unforeseen or extenuating circumstances.
- (C) An employee required by the employer to be on call, will be issued with a pager or mobile phone whilst so required.

4.1.4 Payment for Overtime Work --

- (A) Overtime worked will be paid for at the rate shown in appendix A of this agreement
- (B) When calculating overtime work, each day's work shall stand alone except that work extending beyond midnight shall be deemed to be work of the day on which the overtime commenced.
- (C) An employee on call who is called-in to work overtime on any day Monday to Friday inclusive, will be paid for a minimum of 4 hours.

4.1.4 Crib Breaks When Working Overtime

The employee if required to continue work after the usual ceasing time shall be allowed a thirty-minute crib break after two hours of overtime work. After each further period of four hours work, the employee shall be allowed another crib break of thirty minutes. These crib breaks will be without deduction of pay.

4.1.5 Meal allowance

When the employee works overtime after the completion of ordinary hours, and a minimum of 24 hours advance notice of the overtime has not been given, the employee will be entitled to a meal provided by the company or a meal allowance of \$10.00. This entitlement will fall due with each paid crib break.

4.2 SHIFT WORK

The employee will be required to work shift work as and when required. All types of shifts may be worked including continuous shifts and shift work on Saturdays, Sundays and public holidays.

A rostered shift is one of which the employee concerned has had at least forty-eight hours notice.

4.2.1 Shift work - Ordinary Hours of Work

The ordinary hours of work will be an average of forty-two (42) hours per week (inclusive of meal breaks) worked over a cycle of four (4) consecutive weeks.

The ordinary hours of work for shift workers shall be in accordance with rosters posted by the Employer.

The employer and employee may enter into arrangements for all types of work or work scheduling, including 12 hour shifts.

4.2.2 Crib-breaks, Rest Pauses

The shift will be broken into three approximately equal working periods separated by two breaks.

One break will be a paid crib break of thirty minutes.

The other break will be of twenty minutes without loss of pay to be taken on the job.

The timing of breaks may be staggered, and will be at such times as to not interfere with the continuity of work where continuity is necessary, and at other times, so as to not unduly affect the productivity of the workforce.

If the need for continuity of work requires a shift worker to forego one or both breaks, the additional time worked shall be paid at the overtime rate.

4.2.3 Shift Allowance

The employee when working ordinary hours on shift will be paid a flat shift allowance for each shift worked in accordance with the allowance in appendix A of this agreement. This allowance includes provision for, shift penalties, including weekend penalties, work on public holidays, public holidays not worked, and payment in lieu of one week of annual leave.

4.2.4 Overtime (Shift Workers)

The employee will be required to work overtime as and when required. Overtime shall not exceed an average of Twenty-six (26) hours per month unless brought about by unforeseen or extenuating circumstances.

Overtime worked will be paid for at the rate shown in Appendix A of this agreement.

4.2.5 Meal allowance

When a shift worker works overtime after the completion of a rostered shift, and a minimum of 24 hours advance notice of the overtime has not been given, the shift worker will be entitled to a meal provided by the company or a meal allowance of \$10.00. This entitlement will fall due after each 4 hours of overtime work done.

PART 5

LEAVE, PUBLIC HOLIDAYS

(This part does not apply to a casual employee, except where long service leave and family leave arrangements imported into this agreement apply to casuals).

5.1 PUBLIC HOLIDAYS

5.1.1 The employee will be entitled to a holiday without deduction of pay on any day gazetted as a Public Holiday by the Government of Queensland for the Toowoomba region.

5.1.2 For work done by the employee on a Public Holiday, (other than a shift worker working on a rostered shift), payment will be made at the overtime rate in Appendix A of this agreement for all hours worked, with a minimum payment for four hours.

This payment will be in addition to the payment for the public holiday.

5.1.3 By agreement between the employer and the employee another day may be substituted as a public holiday.

5.1.4 The employee if required to work on a substituted day will be paid at the rate applicable for work on the public holiday that has been substituted.

5.1.5 Where an employee is absent from work on the working day before or the working day after a public holiday without reasonable cause (proof to be established by the employee) the employee will not be entitled to payment for the public holiday.

5.2 ANNUAL LEAVE

The employee at the end of each year of employment will be entitled to an annual holiday of four weeks, which shall be exclusive of any statutory holiday which may occur during that time.

If the employment is terminated before a full year of employment, the employee shall be paid a pro-rated amount for annual leave.

Annual leave will be taken at an agreed time or determined by the employer provided a minimum period of 14 days, of the commencement of annual leave shall be given to the employee.

An amount for annual leave loading has been incorporated into the pay rate and no additional payment shall be made whilst on annual leave.

In the case of shift workers, a payment in lieu of an additional week of annual leave has been included into the shift allowance.

5.3 SICK LEAVE

An employee will be entitled to paid leave during ordinary hours when absent because of a genuine illness or injury by accident, subject to this clause.

During the first year of employment, paid sick leave will be provided on the basis of 1.30 ordinary hours for each completed week of employment, and thereafter on the basis of 68 ordinary hours each year. The employee must provide satisfactory proof of an illness or injury for which leave is claimed.

Unused sick leave will accumulate and may be taken in subsequent years.

5.4 FAMILY LEAVE (incorporating Maternity, Paternity & Adoption Leave and Special/Bereavement/Compassionate Leave)

An employee shall be entitled to Family leave in accordance with the Family Leave Award - State published in the Queensland Government Industrial Gazette of 18 January 1992.

Special leave may be taken by the employee for emergencies such as the death of a friend relative, or where a family member must be cared for.

5.5 JURY SERVICE

An employee who is required to attend for jury service shall notify the Employer as soon as practicable of the dates on which the employee is required to attend at Court.

Income will continue to be paid during such jury service, but the employee will reimburse to the employer any monies paid by the Court.

5.6 LONG SERVICE LEAVE

The employee shall be entitled to long service in accordance with Queensland long service leave legislation, and this clause.

The employer may agree to the employee's request to -

- (A) Take the leave entitlement at a mutually acceptable time, or
- (B) Take the leave at double pay and halve the period of leave, or
- (C) Take a payment in lieu of part or all of the long service leave entitlement.

PART 6

OTHER CONDITIONS, REQUIREMENTS

6.1 SAFETY

It is recognised that safety is the prime responsibility of every employee and the employer.

The employer recognises an obligation to provide a safe working environment, to provide adequate safety equipment, to provide training for the employee in safe operating procedures and to establish and enforce safety regulations.

Both parties to this agreement have a goal of Zero Lost Time Injuries, there being no acceptable level of injury.

- 6.1.1 Protective Apparatus** – The employee shall wear such protective items when required and/or directed. Where the work of the employee requires the provision of personal protective equipment, the employer shall provide and the employee shall wear the equipment in such a way as to achieve the purpose for which it is supplied. Except as provided in sub-clauses 6.1.2 and 6.1.3, the equipment shall remain the property of the employer.

The employee issued with such equipment in accordance with this sub-clause shall return it in the same condition as when it was issued, fair wear and tear excepted. In the event that the employee does not do so the employer may deduct the replacement costs of the equipment from monies due to the employee.

- 6.1.2 Safety Footwear** – The employee shall be entitled to an issue of one pair of safety footwear free of charge on commencement of service.

The employer shall replace the footwear when it is returned unserviceable due to fair wear and tear.

The safety footwear is to be worn only when the employee is engaged in work for the Company.

- 6.1.3 Clothing Issue** -The employee shall be issued with three sets of uniforms of a style and quality suitable to the Company, and these will be replaced when returned unserviceable due to fair wear and tear.

The employee will wear the clothing whilst at work and shall not modify it to substantially alter its appearance.

An employee who ceases employment within three months of an issue of clothing shall return that issue to the employer or pay or forfeit to the employer from monies due the depreciated value of the clothing.

6.2 COMPANY POLICY, WRITTEN DIRECTION, PROCEDURES OR OTHER SPECIFICATION

The employee shall abide by all Company policies, written directions, Procedures Manuals, or other specifications and the employee will become familiar with such written directions, policies or other specifications and in particular any new requirement arising from said material.

6.3 MEDICAL EXAMINATIONS

The Company -

6.3.1 may require the prospective employee to undertake a medical examination by a nominated medical practitioner prior to Company offering employment.

6.3.2 may require the employee whilst in employment to undertake medical examinations by a nominated medical practitioner at the Company's request from time to time.

6.3.3 will make the results of such tests available to the employee.

6.3.4 may terminate employment if the employee is considered medically unfit for the work or is unable to safely operate Plant and equipment.

6.3.5 treat all medical records with the strictest confidence, will nominate the medical practitioner and will bear all associated costs.

6.4 ELIMINATION OF DISCRIMINATION

The parties to this A.W.A. agree -

6.4.1 It is their intention to achieve the principal object in paragraph 3(j) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

- 6.4.2 any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this A.W.A.; and
- 6.4.3 nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- 6.4.4 nothing in these provisions prohibits any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position:

6.5 PERFORMANCE REVIEW, WORKPLACE CHANGE AND TRAINING

The employer and the employee agree that there will be changes to work and work practices and even the business itself. The employer and employee agree that changes will take place as part of the development of a business that has a flexible and productive workplace where consultation takes place.

As a part of this process, there will be a regular review of an employee's work performance, including an assessment of training requirements to support the intention of this agreement to encourage a flexible and productive workplace.

It is intended that these performance reviews will be conducted twice yearly.

The employer agrees to make available to the employee agreed relevant training to improve the employee's skills when work changes take place. The employee agrees to be flexible and to accept any changes to work methods or the work position within the business, as may be required in the best interests of the company.

6.6 PERMITS AND LICENCES

The employee, if required to maintain a permit or licence (other than a Drivers Licence issued by Queensland Transport) will be reimbursed the cost of the permit or license by the employer.

The employee is required to maintain at all times a current Drivers License issued by Queensland Transport and produce such licence on request.

APPENDIX A

A1 Wage Rates

The employee will be paid the appropriate rate for the position held as follows -

Utility Worker Level 2 - annual rate \$ 46,954.61

The amounts above have been calculated to include an allowance to recognise that the ordinary working week is greater than the standard working week and an amount for annual leave loading.

The wage rate above will be varied annually in May in line with the percentage movement in the Australia Bureau of Statistics (ABS) wages figures for the March quarter in one year over the March quarter figures of the previous year. The first wage variation will take effect in May 2003.

For the purpose of this clause the ABS wages figures shall mean the table "Total hourly rates of pay, excluding bonuses, Sector by Occupation" for "Tradespersons and related workers" for the "Private Sector" published in Catalogue number 8-6345.

A2 Allowances

A2.1 Shift Allowance – Continuous Shift

A shift allowance of 45% will be paid in addition to the above rates for-

- each rostered afternoon and night shift worked.
- each rostered day shift at weekends (this does not apply to day workers working ordinary hours on a Saturday).

This allowance has been calculated to include shift penalties, week-end shift penalties, normal rosters on public holidays, payment for public holidays not worked and payment in lieu of an extra week of annual leave.

A2.2 Shift Allowance – 5 Day Roster

A shift allowance of 20% will be paid in addition to the above rates for-

- each rostered afternoon and night shift worked.

APPENDIX A

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The employee will be paid the appropriate rate for the position held as follows -

Tradesperson	- annual rate \$ 53,982.30
Tradesperson (casual)	- hourly rate \$30.08

The amounts above have been calculated to include an allowance to recognise that the ordinary working week is greater than the standard working week and an amount for annual leave loading.

The wage rate above will be varied annually in May in line with the percentage movement in the Australia Bureau of Statistics (ABS) wages figures for the March quarter in one year over the March quarter figures of the previous year. The first wage variation will take effect in May 2003.

For the purpose of this clause the ABS wages figures shall mean the table "Total hourly rates of pay, excluding bonuses, Sector by Occupation" for "Tradespersons and related workers" for the "Private Sector" published in Catalogue number 8-6345.

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This allowance has been calculated to include shift penalties, normal rosters on public holidays, payment for public holidays not worked and payment in lieu of an extra week of annual leave.

A2.3 Team Leader Allowance

When the employer requires the employee to act in the role of Team Leader, an allowance of 10% will be paid whilst the employee is responsible for those duties. This will apply to both ordinary time and overtime.

A3 Overtime Payment

Overtime work will be paid at the rate of 1.65 times the hourly rate for each hour worked (pro-rated for less than an hour)

SIGNATORIES to the AGREEMENT

Signed for and on behalf of
MPA Energy Services Pty Ltd

} _____

In the presence of

(Name of Witness - Please print)

} _____
(Signature of Witness)

of _____

(Address of Witness - Please print)

Date: _____

Signed by _____
(Name of Employee - Please Print)

} _____
(Signature of Employee)

In the presence of

(Name of Witness - Please print)

} _____
(Signature of Witness)

of _____

(Address of Witness - Please print)

Date: _____