

From: Michael Robson <mrobson@asu.asn.au>
Sent: Monday, 11 November 2019 12:54 PM
To: Chambers - Ross J <Chambers.Ross.j@fwc.gov.au>; AMOD <AMOD@fwc.gov.au>
Cc: Madeleine Tiedeman <Madeleine.Tiedeman@Ablawyers.com.au>; 'Idoust' <lisa.doust@stjames.net.au>; 'Brent Ferguson' <Brent.Ferguson@aigroup.com.au>; 'Ruchi.Bhatt@aigroup.com.au' <Ruchi.Bhatt@aigroup.com.au>; 'Michael Pegg' <peggms24@gmail.com>; 'Shue Yin Lo' <shue.yin.lo@afei.org.au>; Natalie Dabarera <Natalie.Dabarera@unitedvoice.org.au>; Michael Robson <mrobson@asu.asn.au>; John Nucifora <JNucifora@asu.asn.au>; Leigh Svendsen <leighs@hsu.net.au>; 'Rachel Liebhaber' <rachell@hsu.net.au>; Kyle Scott <Kyle.Scott@ablawyers.com.au>; 'Stephen Bull' <Stephen.Bull@unitedvoice.org.au>
Subject: AM2018/26 - Social, Community, Homecare, Disability Services Industry Award 2010

Dear Associate,

Please see attached for filing the F17's referred to at PN1332 of the transcript. We copy the other parties by way of service.

Regards,

Michael Robson
National Industrial Officer
Australian Services Union - National Office

Level 8, 321 Pitt Street
Sydney, NSW 2000
Tel (02) 9265 8231
Mobile 0428 447 114
Direct E-mail mrobson@asu.asn.au
www.asu.asn.au

svc-adlib5

From: Tony Pick <Tony.Pick@aigroup.com.au>
Sent: Tuesday, 18 July 2017 10:55 AM
To: Member Assist; Sydney Registry
Cc: Adam Waters; Victoria Perry
Subject: RE: AG2017/2767 – Application for approval of the Konica Minolta Field Service Enterprise Agreement 2017 [SEC=UNCLASSIFIED]
Attachments: Form F18A - Jason O'Brien.pdf
Categories: Chris

Dear FWC

I refer to the application by Konica Minolta mentioned below.

As foreshadowed in our filing letter, I attach a further F18A from another employee bargaining representative.

Sincerely

Tony

Tony Pick
Senior Adviser, Workplace Relations



Level 2, 441 St Kilda Road, Melbourne VIC 3004
T: (03) 9867 0213
M: [REDACTED]
E: Tony.Pick@aigroup.com.au
www.aigroup.com.au



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From: Member Assist [<mailto:member.assist@fwc.gov.au>]
Sent: Wednesday, 12 July 2017 1:51 PM
To: victoria.perry@aigroup.asn.au
Cc: Adam Waters <Adam.Waters@konicaminolta.com.au>; David Cacic <David.Cacic@konicaminolta.com.au>; Brian Brandis <Brian.Brandis@konicaminolta.com.au>; David Thompson <David.Thompson@konicaminolta.com.au>; Redmond Moore <Redmond.Moore@konicaminolta.com.au>; Jason O'Brien <jason.obrien@konicaminolta.com.au>; Michael Turner <Michael.Turner@konicaminolta.com.au>; Liam Lynch <Liam.Lynch@konicaminolta.com.au>; Max Thorne <Max.Thorne@konicaminolta.com.au>; Leonardo Maletta <Leonardo.Maletta@konicaminolta.com.au>
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AG2017/2767 – Application for approval of the Konica Minolta Field Service Enterprise Agreement 2017

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In all circumstances, the presiding Member will determine whether a matter is listed for an attendance hearing.

Please contact member.assist@fwc.gov.au if you have any questions.

Kind regards,

Chris Macheras
Members Support Research Team

Fair Work Commission
member.assist@fwc.gov.au
Ph: 03 8656 4697

Level 4, 11 Exhibition St, Melbourne Victoria 3000
GPO Box 1994, Melbourne Victoria 3001

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Approval of an enterprise agreement (other than a greenfields agreement)

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- you are a bargaining representative of an employee who will be covered by the agreement **and**
- you want to advise the Commission about whether you support approval of the agreement and/or agree with information contained in an employer's Form F17 statutory declaration.

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Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; *Fair Work Commission Rules 2013*, rule 24 and Schedule 1

This is a statutory declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the *Fair Work Act 2009*.

I,

Name	[REDACTED]		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED]	Engineer	

Make the following declaration under the *Statutory Declarations Act 1959*

1. This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows

Name of agreement	Konica Minolta Field Service Enterprise Agreement 2017
Name of employer(s) to be covered by the agreement	Konica Minolta Business Solutions Australia Pty Ltd

2. I was a bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the *Fair Work Act 2009*

Yes

No

3. The employees I represent support the approval of the Agreement by the Fair Work Commission

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

4. With respect to the matters contained in the employer’s Form F17 statutory declaration that are within my knowledge:

I have not read the statutory declaration

I agree with the statutory declaration

I disagree with one or more of the answers given to questions in the statutory declaration, or with matters specified in the statutory declaration, as follows:

If you disagree with the employer’s statutory declaration—set out the matters of disagreement in numbered paragraphs. Attach additional pages if necessary.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature

[Redacted Signature]

Declared at (place)

OFFICEWORKS VERMONT

on (day) of (month) (year)

17/7/17

Before me,

Signature of person before whom the declaration is made

[Redacted Signature]

Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Full name of person before whom declaration is made

KHIN HTWE.

Qualification of person before whom declaration is made

TA

Address of person before whom declaration is made

[REDACTED]

Suburb

State or territory



VIC Postcode

Phone number

[REDACTED]

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

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Tony

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Senior Adviser, Workplace Relations



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M: [REDACTED]
E: Tony.Pick@aigroup.com.au
www.aigroup.com.au



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From: Member Assist [<mailto:member.assist@fwc.gov.au>]
Sent: Wednesday, 12 July 2017 1:51 PM
To: victoria.perry@aigroup.asn.au
Cc: Adam Waters <Adam.Waters@konicaminolta.com.au>; David Cacic <David.Cacic@konicaminolta.com.au>; Brian Brandis <Brian.Brandis@konicaminolta.com.au>; David Thompson <David.Thompson@konicaminolta.com.au>; Redmond Moore <Redmond.Moore@konicaminolta.com.au>; Jason O'Brien <jason.obrien@konicaminolta.com.au>; Michael Turner <Michael.Turner@konicaminolta.com.au>; Liam Lynch <Liam.Lynch@konicaminolta.com.au>; Max Thorne <Max.Thorne@konicaminolta.com.au>; Leonardo Maletta <Leonardo.Maletta@konicaminolta.com.au>
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About the F18A statutory declaration



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Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; *Fair Work Commission Rules 2013*, rule 24 and Schedule 1

This is a statutory declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the *Fair Work Act 2009*.

I,

Name	[REDACTED]		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED]	Engineer	

Make the following declaration under the *Statutory Declarations Act 1959*

1. This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows

Name of agreement	Konica Minolta Field Service Enterprise Agreement 2017
Name of employer(s) to be covered by the agreement	Konica Minolta Business Solutions Australia Pty Ltd

2. I was a bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the *Fair Work Act 2009*

Yes

No

3. The employees I represent support the approval of the Agreement by the Fair Work Commission

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

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Signature of person making the declaration

Signature

[Redacted Signature]

Declared at (place)

OFFICEWORKS VERMONT

on (day) of (month) (year)

17/7/17

Before me,

Signature of person before whom the declaration is made

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Full name of person before whom declaration is made

KHIN HTWE.

Qualification of person before whom declaration is made

TA

Address of person before whom declaration is made

[Redacted]

Suburb

State or territory

8

VIC Postcode

Phone number

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Occupation	[REDACTED]	Engineer	

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Signature of person making the declaration

Signature

[Redacted Signature]

Declared at (place)

4 Drake Ave North Ryde

on (day) of (month) (year)

7th July 2017

Before me,

Signature of person before whom the declaration is made

[Redacted Signature]

Full name of person before whom declaration is made

ELIZABETH PARSONS

Qualification of person before whom declaration is made

JP (NSW) 180555

Address of person before whom declaration is made

[Redacted Address]

Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Suburb

[REDACTED]

State or territory

NSW Postcode

[REDACTED]

Phone number

[REDACTED]

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- each employer that will be covered by the agreement **and**
- each employee organisation that was a bargaining representative **and**
- any other employee bargaining representative of whom you are aware.

Where to get help

Commission staff & resources

Commission staff cannot provide legal advice. However, staff can give you information on:

- processes in the Commission
- how to make an application to the Commission
- how to fill out forms
- where to find useful documents such as legislation and decisions
- other organisations that may be able to assist you.

The Commission's website www.fwc.gov.au also contains a range of information that may assist.

Throughout this form



This icon appears throughout the form. It indicates information to help you answer the question following.

Legal or other representation

Representation is where another person (such as a lawyer or union official) speaks or acts on your behalf in relation to your matter. There is no requirement for you to be represented when you appear at the Commission. You will need the permission of the Commission member dealing with your case if you wish to be represented by a lawyer or paid agent unless that person is:

- a bargaining representative, or
- employed by a union or employer organisation, a peak union or peak employer body, or
- one of your employees or officers (if you are an employer).

If you decide to represent yourself in proceedings you will need to make sure you are well prepared.

Privacy

The Commission collects the information (including personal information) provided to it in this form for inclusion on the case file, and may disclose this information to the other parties to this matter and to other persons. For more details of the Commission's collection, use and disclosure of this information, please see the [Privacy Notice](#) for this form, or ask for a hard copy to be provided to you.



Remove this cover sheet and keep for it future reference—it contains useful information

Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is a statutory declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the Fair Work Act 2009.

I,

Name	[REDACTED]		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED]	engineer	

Make the following declaration under the *Statutory Declarations Act 1959*

1. This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows

Name of agreement	Konica Minolta Field Service Enterprise Agreement 2017
Name of employer(s) to be covered by the agreement	Konica Minolta Business Solutions Australia Pty Ltd

2. I was a bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the Fair Work Act 2009

Yes

No

3. The employees I represent support the approval of the Agreement by the Fair Work Commission

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

4. With respect to the matters contained in the employer's Form F17 statutory declaration that are within my knowledge:

I have not read the statutory declaration

I agree with the statutory declaration

I disagree with one or more of the answers given to questions in the statutory declaration, or with matters specified in the statutory declaration, as follows:

If you disagree with the employer's statutory declaration—set out the matters of disagreement in numbered paragraphs. Attach additional pages if necessary.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature

Declared at (place)

Perth WA

on (day) of (month) (year)

8th Of July 2017

Before me,

Signature of person before whom the declaration is made

Full name of person before whom declaration is made

KENWAY ORR

Qualification of person before whom declaration is made

PHARMACIST

Address of person before whom declaration is made

Form F 18A— Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Suburb [REDACTED]

State or territory WA Postcode [REDACTED]

Phone number [REDACTED]

Note 1: A person who intentionally makes a false statement in a statutory declaration guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959*—see section 5A of the *Statutory Declarations Act 1959*.



A statutory declaration must be made before a "prescribed person". For a full description of prescribed persons please see the Commission's [Guide - Statutory declarations](#).

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

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I,

Name	[REDACTED]		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED]	Engineer	

Make the following declaration under the *Statutory Declarations Act 1959*

1. **This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows**

Name of agreement	Konica Minolta Field Service Enterprise Agreement 2017
Name of employer(s) to be covered by the agreement	Konica Minolta Business Solutions Australia Pty Ltd

2. **I was a bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the *Fair Work Act 2009***

Yes

No

3. **The employees I represent support the approval of the Agreement by the Fair Work Commission**

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

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I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature

[Redacted signature]

Declared at (place)

BRISBANE

on (day) of (month) (year)

7th July 2017

Before me,

Signature of person before whom the declaration is made

[Redacted signature]

Full name of person before whom declaration is made

JOAN ANDERSON JP (QUAL)

Qualification of person before whom declaration is made

"JP's in the Community" Program
Department of Justice & Attorney General

Address of person before whom declaration is made

[Redacted address]



Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Suburb

State or territory

Postcode

Phone number

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

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I,

Name	[REDACTED]		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED] engineer		

Make the following declaration under the *Statutory Declarations Act 1959*

1. **This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows**

Name of agreement	Konica Minolta Field Service Enterprise Agreement 2017
Name of employer(s) to be covered by the agreement	Konica Minolta Business Solutions Australia Pty Ltd

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Yes

No

3. **The employees I represent support the approval of the Agreement by the Fair Work Commission**

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

[Empty rectangular box]

4. With respect to the matters contained in the employer's Form F17 statutory declaration that are within my knowledge:

[] I have not read the statutory declaration

[X] I agree with the statutory declaration

[] I disagree with one or more of the answers given to questions in the statutory declaration, or with matters specified in the statutory declaration, as follows:

If you disagree with the employer's statutory declaration—set out the matters of disagreement in numbered paragraphs. Attach additional pages if necessary.

[Empty rectangular box]


I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

[Redacted signature area]

Before me,

[Redacted area for witness details]

Address of person before whom declaration is made	No. 75167 South Australia Police	
---	-------------------------------------	---

Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)



Suburb

State or territory

Postcode



Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959*—see section 5A of the *Statutory Declarations Act 1959*.



A statutory declaration must be made before a “prescribed person”. For a full description of prescribed persons please see the Commission’s [Guide - Statutory declarations](#).

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I,

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Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED] engineer		

Make the following declaration under the *Statutory Declarations Act 1959*

1. **This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows**

Name of agreement	Konica Minolta Field Service Enterprise Agreement 2017
Name of employer(s) to be covered by the agreement	Konica Minolta Business Solutions Australia Pty Ltd

2. **I was a bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the *Fair Work Act 2009***

Yes

No

3. **The employees I represent support the approval of the Agreement by the Fair Work Commission**

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

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- I agree with the statutory declaration
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I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature	[REDACTED]
Declared at (place)	[REDACTED] QLD [REDACTED]
on (day) of (month) (year)	10TH OF JULY, 2017

Before me,

Signature of person before whom the declaration is made	[REDACTED]
Full name of person before whom declaration is made	LEON WILLIAM THOMAS
Qualification of person before whom declaration is made	JUSTICE OF THE PEACE (QUAL)




Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Address of person before whom declaration is made	
Suburb	
State or territory	
Phone number	

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959*—see section 5A of the *Statutory Declarations Act 1959*.

	A statutory declaration must be made before a "prescribed person". For a full description of prescribed persons please see the Commission's Guide - Statutory declarations .
PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS	

From: Sydney Registry
Sent: Tuesday, 11 July 2017 2:41 PM
To: Perth Registry
Subject: FW: Application for approval of EA - Konica Minolta [SEC=UNCLASSIFIED]
Attachments: Classification Translator.pdf; NERR.PDF; Confidential - BOOT Financial Modelling.xlsx; F18A - David Cacic.pdf; F18A - David Thompson.pdf; F18A - Michael Turner.pdf; F18A - Robert Thorne.pdf; F18A - Brian Brandis.pdf

Categories: Dani, AG

From: Tony Pick [<mailto:Tony.Pick@aigroup.com.au>]
Sent: Tuesday, 11 July 2017 1:02 PM
To: Sydney Registry
Cc: Adam Waters; Victoria Perry
Subject: RE: Application for approval of EA - Konica Minolta

Dear Registrar

Following on from my email below:

I now attach the remaining enclosures, including the **confidential** financial modelling.

Sincerely

Tony

Tony Pick
Senior Adviser, Workplace Relations



Level 2, 441 St Kilda Road, Melbourne VIC 3004
T: (03) 9867 0213
M: [REDACTED]
E: Tony.Pick@aigroup.com.au
www.aigroup.com.au



Please consider the environment before printing this e-mail

From: Tony Pick
Sent: Tuesday, 11 July 2017 12:58 PM
To: 'sydney@fwc.gov.au' <sydney@fwc.gov.au>
Cc: 'Adam Waters' <Adam.Waters@konicaminolta.com.au>; Victoria Perry <Victoria.Perry@aigroup.com.au>
Subject: Application for approval of EA - Konica Minolta

Dear Registrar

Email lodgement in accordance with r 14 of the *FWC Rules 2013*

I attach, for filing, a section 185 application for approval of a new EA.

I will provide other enclosures under cover of a separate email due to file size restrictions.

Sincerely

Tony

Tony Pick

Senior Adviser, Workplace Relations



Level 2, 441 St Kilda Road, Melbourne VIC 3004

T: (03) 9867 0213

M: [REDACTED]

E: Tony.Pick@aigroup.com.au

www.aigroup.com.au



Please consider the environment before printing this e-mail

The sender of this email is using the facilities of The Australian Industry Group (Ai Group). Unless authenticated by the sender as an authorised representative of Ai Group (in the signature block), the views of the sender are not the views or opinions of Ai Group and Ai Group takes no responsibility for the content.

Personal information used or disclosed or collected using these facilities is governed by the Privacy Act 1988 as amended (Australia). Refer to www.aigroup.com.au for our current privacy policy. If you have received this email in error please advise us by reply and delete this email immediately as it may contain confidential information.

Form F17 – Employer’s statutory declaration in support of an application for approval of an enterprise agreement

Paragraph 3.3 Attachment

Position Classification Translator

Business Equipment Award 2010 Technical Services Stream	Konica Minolta Field Service Enterprise Agreement 2017
Level 3 Technical Employee	Level 1 Field Service Engineer
Level 4 Technical Employee	Level 2 Field Service Engineer
Level 5 Technical Employee	Level 3 Field Service Engineer

Schedule 2.1 Notice of employee representational rights

(regulation 2.05)

Fair Work Act 2009, subsection 174 (6)

Konica Minolta Business Solutions Australia Pty Ltd gives notice that it is bargaining in relation to an enterprise agreement. *Konica Minolta Field Service Enterprise Agreement 2017* which is proposed to cover Field Service Engineers in the classifications contained in the agreement.

What is an enterprise agreement?

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Commission.

If you are an employee who would be covered by the proposed agreement:

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Commission about bargaining for the agreement.

You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you are a member of a union that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, your union will be your bargaining representative for the agreement unless you appoint another person as your representative or you revoke the union's status as your representative.

Questions?

If you have any questions about this notice or about enterprise bargaining, please speak to either your employer, bargaining representative, go to www.fairwork.gov.au, or contact the Fair Work Commission Infoline on 1300 799 675.

DAY WORKERS

Award				
Scenario 1-Saturday Shift 6.30am-5.30pm per hour	AWARD	Hourly rate - 38 hours	Saturday Shift 6.30am - 5.30pm per hour	
<p>The Saturday loading for day workers under the Agreement is 50%, the Saturday loading under the Award is 59.2% of the standard hourly rate (which equates to \$12.6041 per hour).</p>	Level 3	20.13821331	\$ 32.74	
	Level 4	21.23350655	\$ 33.84	
	Level 4	21.23350655	\$ 33.84	
	Level 5	22.54840066	\$ 35.15	
	Level 5	22.54840066	\$ 35.15	
Scenario 2 Saturday 6.30pm-7pm		Half hour	Scenario 2 Saturday 6.30pm - 7pm	

On Saturday between the hours of 6:30PM to 7:00PM Day Workers under the Award receive their ordinary Saturday loading under the Award which is 59.2% of the standard hourly rate (which equates to \$12.6041 per hour or \$6.30205 per half hour). Employees under the Agreement receive a 50% loading.	Level 3	10.06910666	16.37115666	
6.30205	Level 4	10.61675328	16.91880328	
	Level 4	10.61675328	16.91880328	
	Level 5	11.27420033	17.57625033	
	Level 5	11.27420033	17.57625033	
Scenario 3 - Sunday 6.30am-5.30pm				
The Sunday loading for day workers under the Agreement is 75%, the Sunday loading under the Award is 82.95% of the standard hourly rate (which equates to \$17.66 per hour).	Level 3	\$ 37.80		
\$ 17.66	Level 4	\$ 38.89		
	Level 4	\$ 38.89		
	Level 5	\$ 40.21		
	Level 5	\$ 40.21		
Scenario 4 Sunday 6.30pm-7pm				
		Half hour		
On Sunday between the hours of 6:30PM to 7:00PM Day Workers under the Award receive their Sunday loading under the Award which is 82.95% of the standard hourly rate (which equates to \$17.66 per hour or \$8.83 for half hour). Employees under the Agreement receive a 75% loading.	Level 3	10.06910666	\$ 18.90	
\$ 17.66	Level 4	10.61675328	\$ 19.45	
\$ 8.83	Level 4	10.61675328	\$ 19.45	
	Level 5	11.27420033	\$ 20.10	
	Level 5	11.27420033	\$ 20.10	
Scenario 5 Day workers Mon-Fri 6.30am-6.30pm				

<p>The span of hours for day work under the Agreement is equivalent to the span of hours for day work under the Award except for the period from 6:30PM – 7:00PM (see below)</p>	Level 3	20.13821331	\$ 22.77	
	Level 4	21.23350655	\$ 23.86	
	Level 4	21.23350655	\$ 23.86	
	Level 5	22.54840066	\$ 25.18	
	Level 5	22.54840066	\$ 25.18	
Scenario 5 Day workers Mon-Fri 6.30pm-7pm				
<p>Between the hours of 6:30PM to 7:00PM Day Workers under the Award receive their ordinary Monday to Friday rate plus the overtime loading which is 24.7% of the standard hourly rate (which equates to \$5.26 per hour, or \$2.63 per half hour)</p> <p>\$ 5.26</p> <p>\$ 2.63</p>		Half hour		
	Level 3	10.06910666	\$ 12.70	
	Level 4	10.61675328	\$ 13.25	
	Level 4	10.61675328	\$ 13.25	
	Level 5	11.27420033	\$ 13.90	
	Level 5	11.27420033	\$ 13.90	

SHIFT WORKERS				
Secnario 6-Saturday shifts	AWARD	Hourly rate - 38 hours	Saturday 4 hours	5 hour shift
<p>Under the Agreement all Saturday shift work is paid at the loaded rate of 50%, under the Award the loading for shift workers is 50% for the first four hours and 100% thereafter.</p>	Level 3	20.13821331	120.8292799	161.10571
	Level 4	21.23350655	127.4010393	169.86805
	Level 4	21.23350655	127.4010393	169.86805
	Level 5	22.54840066	135.290404	180.38721
	Level 5	22.54840066	135.290404	180.38721
		Double time rate		
	Level 3	40.27642662		

	Level 4	42.4670131		
	Level 4	42.4670131		
	Level 5	45.09680132		
	Level 5	45.09680132		
Scenario 7 - Sunday shifts	AWARD	For all hours		
Under the Agreement all Sunday shift work is paid at the loaded rate of 75%, under the Award the loading for shift workers is 100% for Sunday shift work.	Level 3	40.27642662		
	Level 4	42.4670131		
	Level 4	42.4670131		
	Level 5	45.09680132		
	Level 5	45.09680132		

Agreement					
	Hourly rate - 37.5 hours	Saturday Shift per hour		Difference	Outcome
OSEKM/PSEKM	24.1912799	36.28692		\$ 3.54	Agreement better off
OSE1	26.083621	39.125432		5.28784616	
PSE1	26.083621	39.125432		5.28784616	
OSE2	30.686613	46.029919		10.87744	
PSE2	30.686613	46.029919		10.87744	
	Half hour				

OSEKM/PSEKM	12.0956399	18.14346		1.77230326	Agreement better off
OSE1	13.0418105	19.562716		2.64391249	
PSE1	13.0418105	19.562716		2.64391249	
OSE2	15.3433065	23.01496		5.43870939	
PSE2	15.3433065	23.01496		5.43870939	
		Sunday 6.30am - 5.30pm			
OSEKM/PSEKM		42.33474		4.53591267	Agreement better off
OSE1		45.646337		6.75221641	
PSE1		45.646337		6.75221641	
OSE2		53.701573		13.4925582	
PSE2		53.701573		\$ 13.49	
	Half hour				
OSEKM/PSEKM	12.0956399	21.16737		2.26795633	Agreement better off
OSE1	13.0418105	22.823168		3.37610821	
PSE1	13.0418105	22.823168		3.37610821	
OSE2	15.3433065	26.850786		6.7462791	
PSE2	15.3433065	26.850786		6.7462791	

OSEKM/PSEKM	24.1912799			4.05306658	Agreement better off
OSE1	26.083621			4.85011447	
PSE1	26.083621			4.85011447	
OSE2	30.686613			8.1382123	
PSE2	30.686613			8.1382123	
	Half hour				
OSEKM/PSEKM	12.0956399			-\$ 0.60	Award better Agreement better
OSE1	13.0418105			-\$ 0.20	Award better off
PSE1	13.0418105			-\$ 0.20	Award better off
OSE2	15.3433065			\$ 1.44	Agreement better off
PSE2	15.3433065			\$ 1.44	Agreement better off

6 hour (4 hours at 1.5x + 2 hours at 2x)	7	8	9	10		AGREEMENT
201.3821331	241.65856	281.93499	322.211413	362.48784		OSEKM/PSEKM
212.3350655	254.802079	297.26909	339.736105	382.203118		OSE1
212.3350655	254.802079	297.26909	339.736105	382.203118		PSE1
225.4840066	270.580808	315.67761	360.774411	405.871212		OSE2
225.4840066	270.580808	315.67761	360.774411	405.871212		PSE2

AGREEMENT	Hourly rate - 37.5 hours	All Sunday Hours		Difference		Agreement better off
OSEKM/PSEKM	24.1912799	42.33474		2.05831318		
OSE1	26.083621	45.646337		3.17932368		
PSE1	26.083621	45.646337		3.17932368		
OSE2	30.686613	53.701573		8.60477136		
PSE2	30.686613	53.701573		8.60477136		

Agreement Minimum Entry Points	Per annum	Hourly rate
OSEKM/P SEKM (Currently \$44k), current lowest paid employee \$45.3 then next is \$46.3k)	47,300	24.19128
OSE1 (currently \$44k), current lowest paid employee \$53.5, then \$53.8k)	51,000	26.083621
PSE1 (currently \$50k, lowest paid is \$57.5)	51,000	26.083621
OSE2 (currently \$52k, current lowest paid employee is \$53.5k)	60,000	30.686613
PSE2	60,000	30.686613

Award Wage Rate	Per Annum	Hourly rate
Level 3	39,900	20.13821
Level 4	42,070	21.23351
Level 5	44,676	22.5484

1 hour

	Difference						
	4	5	6	7	8	9	10
	24.32	20.33	16.34	12.35	8.36	4.37	0.38
	29.10	25.76	22.42	19.08	15.73	12.39	9.05
	29.10	25.76	22.42	19.08	15.73	12.39	9.05
	48.83	49.76	50.70	51.63	52.56	53.49	54.43
	48.83	49.76	50.70	51.63	52.56	53.49	54.43

Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; *Fair Work Commission Rules 2013*, rule 24 and Schedule 1

This is a statutory declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the *Fair Work Act 2009*.

I,

Name	[REDACTED]		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED] engineer		

Make the following declaration under the *Statutory Declarations Act 1959*

1. This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows

Name of agreement	Konica Minolta Field Service Enterprise Agreement 2017
Name of employer(s) to be covered by the agreement	Konica Minolta Business Solutions Australia Pty Ltd

2. I was a bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the *Fair Work Act 2009*

Yes

No

3. The employees I represent support the approval of the Agreement by the Fair Work Commission

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

4. With respect to the matters contained in the employer’s Form F17 statutory declaration that are within my knowledge:

- I have not read the statutory declaration
- I agree with the statutory declaration
- I disagree with one or more of the answers given to questions in the statutory declaration, or with matters specified in the statutory declaration, as follows:

If you disagree with the employer’s statutory declaration—set out the matters of disagreement in numbered paragraphs. Attach additional pages if necessary.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature	[Redacted]
Declared at (place)	[Redacted], QLD [Redacted]
on (day) of (month) (year)	10TH OF JULY, 2017

Before me,

Signature of person before whom the declaration is made	[Redacted]
Full name of person before whom declaration is made	LEON WILLIAM THOMAS
Qualification of person before whom declaration is made	Justice of the Peace (Qual)



Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Address of person before whom
declaration is made

Suburb

State or territory

Phone number



Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959*—see section 5A of the *Statutory Declarations Act 1959*.



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About the F18A statutory declaration

Approval of an enterprise agreement (other than a greenfields agreement)

About enterprise agreements

Enterprise agreements are agreements made at the workplace level between employers and employees. Agreements contain the terms and conditions of employment that the employer and employees have negotiated and agreed upon.

More information about the process that employers and employees must follow to make a new enterprise agreement can be found in the Commission's [Guide—Making an enterprise agreement](#).

Who can use this form

This form (which is a statutory declaration) forms part of an application for approval of an enterprise agreement.

Use this form if:

- a Form F16—Application for approval of an enterprise agreement (other than a greenfields agreement) is being lodged with the Commission by a bargaining representative for the agreement **and**
- you are a bargaining representative of an employee who will be covered by the agreement **and**
- you want to advise the Commission about whether you support approval of the agreement and/or agree with information contained in an employer's Form F17 statutory declaration.

Lodgment and service of your completed form

1. **Lodge** the following documents with the Commission **before the Commission approves the agreement**:
 - this statutory declaration **and**
 - a copy of the written instrument of appointment as a bargaining representative.

You can lodge your form online using the [Commission's Online Lodgment Service \(OLS\)](#) when lodging it at the same time as the Form F16. Alternatively, you can lodge your form by post, by fax or by email or in person at the [Commission's office](#) in your State or Territory, either at the same time, or separately, from the Form F16.

2. **As soon as practicable** after it is lodged with the Commission, **serve a copy** of this statutory declaration on:
 - each employer that will be covered by the agreement **and**
 - each employee organisation that was a bargaining representative **and**
 - any other employee bargaining representative of whom you are aware.

Where to get help

Commission staff & resources

Commission staff cannot provide legal advice. However, staff can give you information on:

- processes in the Commission
- how to make an application to the Commission
- how to fill out forms
- where to find useful documents such as legislation and decisions
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- a bargaining representative, or
- employed by a union or employer organisation, a peak union or peak employer body, or
- one of your employees or officers (if you are an employer).

If you decide to represent yourself in proceedings you will need to make sure you are well prepared.

Privacy

The Commission collects the information (including personal information) provided to it in this form for inclusion on the case file, and may disclose this information to the other parties to this matter and to other persons. For more details of the Commission's collection, use and disclosure of this information, please see the [Privacy Notice](#) for this form, or ask for a hard copy to be provided to you.



Remove this cover sheet and keep for it future reference—it contains useful information

Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; *Fair Work Commission Rules 2013*, rule 24 and Schedule 1

This is a statutory declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the [Fair Work Act 2009](#).

I,

Name	[REDACTED]		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED]	Engineer	

Make the following declaration under the *Statutory Declarations Act 1959*

1. This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows

Name of agreement	Konica Minolta Field Service Enterprise Agreement 2017
Name of employer(s) to be covered by the agreement	Konica Minolta Business Solutions Australia Pty Ltd

2. I was a bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the [Fair Work Act 2009](#)

Yes

No

3. The employees I represent support the approval of the Agreement by the Fair Work Commission

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

4. With respect to the matters contained in the employer’s Form F17 statutory declaration that are within my knowledge:

[] I have not read the statutory declaration

[X] I agree with the statutory declaration

[] I disagree with one or more of the answers given to questions in the statutory declaration, or with matters specified in the statutory declaration, as follows:

If you disagree with the employer’s statutory declaration—set out the matters of disagreement in numbered paragraphs. Attach additional pages if necessary.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature

[Redacted signature]

Declared at (place)

4 Drake Ave North Ryde

on (day) of (month) (year)

7th July 2017

Before me,

Signature of person before whom the declaration is made

[Redacted signature]

Full name of person before whom declaration is made

ELIZABETH PARSONS

Qualification of person before whom declaration is made

JP (NSW) 180555

Address of person before whom declaration is made

[Redacted address]

Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Suburb

[REDACTED]

State or territory

NSW Postcode

[REDACTED]

Phone number

[REDACTED]

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

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I,

Name	[REDACTED]		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED] engineer		

Make the following declaration under the *Statutory Declarations Act 1959*

1. **This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows**

Name of agreement	Konica Minolta Field Service Enterprise Agreement 2017
Name of employer(s) to be covered by the agreement	Konica Minolta Business Solutions Australia Pty Ltd

2. **I was a bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the *Fair Work Act 2009***

Yes

No

3. **The employees I represent support the approval of the Agreement by the Fair Work Commission**

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

[Empty rectangular box]

4. With respect to the matters contained in the employer's Form F17 statutory declaration that are within my knowledge:

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I agree with the statutory declaration

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[Empty rectangular box]

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

[Redacted signature area]

Before me,

[Redacted area for witness details]

Address of person before whom declaration is made

NO. 75167
South Australia Police




Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)



Suburb	
State or territory	Postcode
[Redacted]	

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About the F18A statutory declaration

Approval of an enterprise agreement (other than a greenfields agreement)



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- you are a bargaining representative of an employee who will be covered by the agreement **and**
- you want to advise the Commission about whether you support approval of the agreement and/or agree with information contained in an employer's Form F17 statutory declaration.

Lodgment and service of your completed form

1. **Lodge** the following documents with the Commission **before the Commission approves the agreement**:

- this statutory declaration **and**
- a copy of the written instrument of appointment as a bargaining representative.

You can lodge your form online using the [Commission's Online Lodgment Service \(OLS\)](#) when lodging it at the same time as the Form F16. Alternatively, you can lodge your form by post, by fax or by email or in person at the [Commission's office](#) in your State or Territory, either at the same time, or separately, from the Form F16.

2. **As soon as practicable** after it is lodged with the Commission, **serve a copy** of this statutory declaration on:

- each employer that will be covered by the agreement **and**
- each employee organisation that was a bargaining representative **and**
- any other employee bargaining representative of whom you are aware.

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- a bargaining representative, or
- employed by a union or employer organisation, a peak union or peak employer body, or
- one of your employees or officers (if you are an employer).

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This is a statutory declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the *Fair Work Act 2009*.

I,

Name	[REDACTED]		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED]	engineer	

Make the following declaration under the *Statutory Declarations Act 1959*

1. **This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows**

Name of agreement	Konica Minolta Field Service Enterprise Agreement 2017
Name of employer(s) to be covered by the agreement	Konica Minolta Business Solutions Australia Pty Ltd

2. **I was a bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the *Fair Work Act 2009***

Yes

No

3. **The employees I represent support the approval of the Agreement by the Fair Work Commission**

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

4. With respect to the matters contained in the employer's Form F17 statutory declaration that are within my knowledge:

I have not read the statutory declaration

I agree with the statutory declaration

I disagree with one or more of the answers given to questions in the statutory declaration, or with matters specified in the statutory declaration, as follows:

If you disagree with the employer's statutory declaration—set out the matters of disagreement in numbered paragraphs. Attach additional pages if necessary.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration 

Signature 

Declared at (place) Perth WA

on (day) of (month) (year) 8th Of July 2017

Before me,

Signature of person before whom the declaration is made 

Full name of person before whom declaration is made KENWAY ORR

Qualification of person before whom declaration is made PHARMACIST

Address of person before whom declaration is made 

Form F 18A— Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Suburb [REDACTED]

State or territory WA Postcode [REDACTED]

Phone number [REDACTED]

Note 1: A person who intentionally makes a false statement in a statutory declaration guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

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Fair Work Act 2009, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is a statutory declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the *Fair Work Act 2009*.

I,

Name	[REDACTED]		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	[REDACTED]	Engineer	

Make the following declaration under the *Statutory Declarations Act 1959*

1. **This declaration relates to an application for approval of an enterprise agreement (the Agreement) as follows**

Name of agreement Konica Minolta Field Service Enterprise Agreement 2017

Name of employer(s) to be covered by the agreement Konica Minolta Business Solutions Australia Pty Ltd

2. **I was a bargaining representative for the Agreement because one or more employees appointed me in writing to represent their industrial interests in accordance with s.176(1)(c) of the *Fair Work Act 2009***

Yes

No

3. **The employees I represent support the approval of the Agreement by the Fair Work Commission**

Yes

No

If you answered no to question 3—specify the grounds of objection of the employees using numbered paragraphs

4. With respect to the matters contained in the employer's Form F17 statutory declaration that are within my knowledge:

[] I have not read the statutory declaration

[x] I agree with the statutory declaration

[] I disagree with one or more of the answers given to questions in the statutory declaration, or with matters specified in the statutory declaration, as follows:

If you disagree with the employer's statutory declaration—set out the matters of disagreement in numbered paragraphs. Attach additional pages if necessary.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature

[Redacted signature]

Declared at (place)

[Redacted] BRISBANE

on (day) of (month) (year)

7th July 2017

Before me,

Signature of person before whom the declaration is made

[Redacted signature]

Full name of person before whom declaration is made

JOAN ANDERSON JP (QUAL)

Qualification of person before whom declaration is made

JP's in the Community Program
Department of Justice & Attorney General

Address of person before whom declaration is made

[Redacted address]



Form F18A—Statutory declaration of employee representative in relation to application for approval of an enterprise agreement (other than a greenfields agreement)

Suburb

State or territory

Postcode

Phone number

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

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Form F17 – Employer’s statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is a declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the [Fair Work Act 2009](#).

I,

Name	Adam Waters		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	New South Wales	Postcode	2113
Occupation	Manager, People and Culture		

make the following declaration under the *Statutory Declarations Act 1959*

Part 1 – Preliminary

1.1 What is the name of the employer?

Legal name	Konica Minolta Business Solutions Australia Pty Ltd
Trading name	Konica Minolta

Specify whether the employer is a “designated emergency management body” as defined in s.195A(4) and (5) of the [Fair Work Act 2009](#).

N/A

1.2 What is the name of the agreement (write the name exactly as it appears in the title clause of the agreement)?

Konica Minolta Field Service Enterprise Agreement 2017

1.3 Are you aware of any other agreement(s) that has been filed or dealt with by the Commission that has identical or substantially identical terms?

Yes

No

If you have answered **Yes** to question 1.3 – specify the name of the identical agreement, the name of the employer covered by the identical agreement, the agreement ID number, the date of the Commission’s decision and the name of the Commission Member who dealt with such agreement.

Employer: Konica Minolta Field Service Enterprise Agreement 2014 (AG2014/1787)

Date of Decision: 26 August 2014

Commission Member: Commissioner Bull

1.4 Was that agreement approved with undertakings? Yes No Don't know**1.5 Has a scope order, a low paid authorisation or a majority support determination been issued in relation to this agreement?** Yes No**If Yes – Provide the unique print number (PR) and the date the order was made****Print number****Date of order**

All employees that will be covered by the agreement must be notified that an application has been made to the Commission for approval of the agreement in accordance with rule 40 of the Fair Work Commission Rules 2013. Notification should be made through the usual means that are adopted by the employer for communicating with employees.

Part 2 – Requirements for approval**Nominal expiry date****2.1 What is the nominal expiry date of the agreement? Provide the clause number in the agreement that specifies the date.**See section 186(5) of the [Fair Work Act 2009](#).**Clause number** Clause 4**Expiry date** 30 June 2021**Scope of the agreement****2.2 Does the agreement cover all the employees of the employer (other than senior executives)?** Yes NoSee sections 186(3) and (3A) of the [Fair Work Act 2009](#).

If **No** – what group(s) of employees are covered by the agreement. Explain why you think the Commission should be satisfied that this group(s) was fairly chosen. If appropriate, describe any geographical, operational or organisational qualities that make the group(s) distinct.

The Agreement only covers Field Service Engineers who are required to conduct corrective and preventative maintenance work on Konica Minolta’s printing systems and other products. These employees form a distinct operational group of employees.

2.3 Did the employer take all reasonable steps to give notice of their right to be represented by a bargaining representative to each employee who will be covered by the agreement?

Yes – please attach a copy of the notice given to employees

No



See section 173 of the [Fair Work Act 2009](#) and schedule 2.1 of the [Fair Work Regulations 2009](#).

Describe the steps that were taken to give employees notice of their right to be represented by a bargaining representative.

On **3 March 2017**, all employees proposed to be covered by the agreement were provided with a Notice of Employee Representational Rights by email to their individual work email addresses. A copy of the notice emailed to employees is **attached**.

Agreement genuinely approved

2.4 What steps were taken by the employer and on what date were they taken to ensure that the relevant employees were either:

- a. given a copy of the written text of the agreement and any other material incorporated by reference into the agreement (must be provided during the 7 days before the start of the voting process), or
- b. had access to the above materials (must have access throughout the whole 7 day period)?



See section 180(2)(a) of the [Fair Work Act 2009](#).

Describe the steps taken	Date
A copy of the proposed agreement was emailed to each employee to be covered by the proposed agreement.	19 June 2017
The proposed agreement and copy of the <i>Business Equipment Award 2010</i> were also available in the company’s intranet site to which each employee was directed by email and hyperlink.	19 June 2017

2.5 When did you notify the relevant employees of the date and place at which the vote was to occur and the voting method to be used?



Please state the date of the notification and describe the steps taken to notify the relevant employees. See section 180(3) of the [Fair Work Act 2009](#).

At the commencement of the access period, all employees were provided with a document headed *"Information about the vote"* which set out in detail the method and place (either by email or by secret ballot), place and time (28 June 2017) of the vote.

This document was emailed to all employees proposed to be covered by the agreement to their individual work email addresses.

2.6 What steps were taken by the employer to explain the terms of the agreement, and the effect of those terms, to the relevant employees?



See section 180(5) of the [Fair Work Act 2009](#).

The General Manager - Service Delivery and Planning, Brett Palmer, conducted a National Road Show question and answer meeting at each national office prior to and during the access period to explain the key terms of the agreement and to respond to any questions from employees. All employees to be covered by the proposed agreement invited to the relevant state / territory based meeting.

On 19 June 2017, the company distributed to all employees to be covered by the proposed agreement, an email attaching a version of the proposed agreement which included explanatory comments next to key clauses.

Prior to the access period, the company facilitated employee meetings which were held at various times and locations across the company's national offices operations so that employee representatives could discuss the company's position and draft versions of the agreement clauses with other employees.

Employees were also provided with company contact points to raise any questions about the proposed agreement or to seek clarification. These points were Brett Palmer, Adam Waters (Manager – People and Culture), Neal Ross, Director IT and Services and the State-based Service Manager.

2.7 When you explained the terms of the agreement to the employees, what did you do to take into account the particular circumstances and needs of the relevant employees?



Examples of employees who have 'particular circumstances and needs' include employees from non-English speaking backgrounds, young employees, employees who don't have a bargaining representative, etc.

All employees were provided with a copy of the proposed agreement which included explanatory comments highlighting the key provisions. The document is in simple, easy to understand terms.

Employees were also provided with company contact points to raise any questions about the proposed agreement or to seek clarification. These points were Brett Palmer, Adam Waters (Manager – People and Culture), Neal Ross, Director IT and Services and the State-based Service Manager.

2.8 Please provide the following dates:See sections 173, 181, 181(2) and 182 of the [Fair Work Act 2009](#).

Event	Date
The date of notification time (that is, either the date that the employer initiates or agrees to bargain or the date of a majority support determination, scope order or low paid authorisation).	3 March 2017
The date of the last notice of representational rights given to an employee who will be covered by the agreement.	3 March 2017
The date voting for the agreement commenced (voting commences on the first date that an employee is able to cast a vote).	28 June 2017
The date that the agreement was made (that is, the date on which the voting process by which the employees approved the agreement concluded).	28 June 2017

2.9 Is the agreement lodged within 14 calendar days of the date the agreement was made? Yes No

If you have answered **No** to question 2.9 – Please provide details of the circumstances the Commission should take in to account in deciding if it is fair to extend the time for lodging this application.

See section 185(3)(b) [Fair Work Act 2009](#)**2.10 Please provide the following details about the vote on the agreement:**

How many employees will be covered by the agreement?	140
How many employees cast a valid vote?	127
How many employees voted to approve the agreement?	66

Interaction with the National Employment Standards**2.11 List any terms of the agreement that exclude in whole, or in part, the National Employment Standards?**See Part 2-2 – National Employment Standards of the [Fair Work Act 2009](#).

None

2.12 List any terms of the agreement that are detrimental to an employee in any respect when compared to the National Employment Standards.

None

Right of entry**2.13 Does the agreement contain any terms that deal with the rights of officials or employees of employee organisations to enter the employer’s premises?**See section 186(4) and sections 194(f) and (g) of the Fair Work Act 2009. Yes NoIf you have answered **Yes** to question 2.13 – Please identify the clauses in the agreement dealing with right of entry.**Unlawful terms****2.14 Does the agreement contain any of the following:**

- discriminatory terms – s186(4), s194(a), s195
- objectionable terms – s12, s186(4), s194(b)
- terms dealing with employee rights in relation to unfair dismissal – s186(4), s194(c)-(d)
- designated outworkers terms – s186(4)
- terms that deal with the taking of industrial action that are inconsistent with Part 3-3 of Chapter 3 of the *Fair Work Act 2009* – s186(4), s194(a)
- a term that does not comply with the superannuation contribution requirements for default fund employees – s194(h)
- objectionable emergency management terms – s195A

If you have selected any of the above please identify the relevant terms of the agreement.

None

Required terms

2.15 Please provide the clause numbers in the agreement for these required terms:

Dispute resolution procedure – Clause 11
s186(6)

Flexibility term – s202(1), s203 Clause 10

Consultation term – s205(1) s205(1A) Clause 9

Particular types of workers

2.16 Can shift workers be employed under the agreement?



See section 196 of the [Fair Work Act 2009](#).

Yes

No – Go to question 2.17

Please identify the clause(s) in the agreement that define shift workers for the purpose of the NES.

The proposed agreement incorporates by reference the *Business Equipment Award 2010*. Clause 31.5(b) of that Award provides entitlement to the additional week of annual leave in respect of shift workers.

Please advise if the agreement provides for an additional week of annual leave for shift workers and identify the relevant clause(s) number of the agreement.

2.17 Does the agreement?

cover any pieceworkers – s197

cover any outworkers – s200

- contain terms for school based apprentices or trainees that provide for loadings in lieu of paid leave – s199

Part 3 – Better off overall test

Reference instruments

- 3.1 List the modern award(s), if any, that currently cover the employer and any of the employees covered by this agreement.**

Business Equipment Award 2010

- 3.2 List the pre-reform award(s) or NAPSA(s) that covered the employer and any of the employees covered by this agreement as at 31 December 2009.**

Business Industry – Technical Service – Award 1999

Translating classifications

- 3.3 Are any of the classifications in the agreement different from the classifications in any of the reference instrument(s) listed in questions 3.1 and 3.2?**

Yes

No

If you have answered **Yes** to question 3.3 – Please attach a table that identifies how the classifications in the agreement relate to the classifications in the reference instrument(s).

Improvements and reductions

- 3.4 Does the agreement contain any terms or conditions of employment that are more beneficial than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?**

Yes

No

If you have answered **Yes** to question 3.4 – Identify the terms and conditions of the agreement that are **more beneficial** than, or are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

1. **Hours of work** - Clauses 12.3 and 12.6 provide ordinary hours of work are 37.5 per week (all employees covered).
2. **Shift Allowances** – Clause 12.7 provides that shift allowances are calculated on the above award rates of pay in the proposed agreement (all employees are eligible to participate in the shift structure).
3. **Overtime** – Clause 13.3 provides that overtime rates are calculated on the above award rates of pay in the proposed agreement (all employees covered).
4. **Allowances**
 - Technical Advisor Allowance** – Clause 19.1 provides for an allowance which is higher than the Business Equipment Award's leading hand allowance (employees appointed as technical advisors under the agreement).
 - Secondary Stream Specialism Allowance** – Clause 19.8 (employees who obtain a secondary stream specialism).
 - Walking allowance** – Clause 19.6 provides for an allowance for employees who are not provided with a company motor vehicle, as well a public transport travel card which covers the cost of travel to and from work (all employees other than those provided with a company vehicle).
 - Motor vehicle** – Clause 21 provides for personal use of the company motor vehicle, including the payment by the company of fuel for travel to and from work (all employees other than those provided with a walking allowance).
5. **Redundancy** – Clause 24.3 provides for redundancy pay in excess of the NES (employees covered by the agreement and employed prior to 30 June 2014).
6. **Remuneration** – Clause 16 and Schedule 1 provide for pay rates in excess of the Business Equipment Award

3.5 **Does the agreement contain any terms that are *less beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?**

Yes

No

If you have answered **Yes** to question 3.5 – Identify the terms and conditions of the agreement that are **less beneficial** and are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

Exceptional circumstances (where the agreement fails the better off overall test)**3.6 Do you think that the agreement passes the better off overall test?**

Section 193 of the Fair Work Act 2009 sets out when an agreement will pass the better off overall test.

I think the agreement **does pass** the better off overall test

I **don't think the agreement passes** the better off overall test

If the employer considers that the Agreement **does not** pass the better off overall test – Identify any exceptional circumstances that the Commission should consider when deciding whether approving the Agreement would not be contrary to the public interest.



Section 189 of the Fair Work Act 2009 sets out when the Commission may approve an enterprise agreement that does not pass the better off overall test.

Part 4 – Statistical information

This information is necessary for the Commission to assess whether the employer took all reasonable steps to ensure that the terms of the agreement, and the effect of those terms, are explained to the relevant employees and the explanation is provided in an appropriate manner taking into account the particular circumstances and needs of the relevant employees, for example:

- (a) employees from culturally and linguistically diverse backgrounds;
- (b) young employees;
- (c) employees who did not have a bargaining representative for the agreement. (s.180 (5) & (6) of the Fair Work Act 2009).

In addition, this information is collected to enable the General Manager of the Fair Work Commission to comply with the statutory reporting obligations in s.653 of the Fair Work Act 2009 and to be provided to the Department of Employment for inclusion in the Department's Workplace Agreements Database.

4.1 What is the primary activity of the employer?

For example music retailer, plumbing contractor, steel fabricator, etc.

Business equipment and solutions industry

4.2 What states and territories will this agreement be operating in?

Australian Capital Territory

- New South Wales
- Northern Territory
- Queensland
- South Australia
- Tasmania
- Victoria
- Western Australia

4.3 Of the employees covered by this agreement, how many employees are in the following demographic groups?

Demographic group	Number of employees
Female	[REDACTED]
Non-English speaking background	
Aboriginal or Torres Strait Islander	
Disabled	
Part-time	
Casual	
Under 21 years of age	
Over 45 years of age	

4.4 Please list the full and precise name of all collective agreement(s) (including ID numbers) that covered any employees covered by this agreement immediately prior to the time this agreement was made.

Agreement Name: Konica Minolta Field Service Enterprise Agreement 2014 (AG2014/1787)
Employer: Konica Minolta Business Solutions Australia Pty Ltd
Date of Decision: 26 August 2014
Commission Member: Commissioner Bull

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature	[REDACTED]
Declared at (place)	North Ryde
on (day) of (month) (year)	7th July 2017.

Before me,

Signature of person before whom the
declaration is made

[Redacted Signature]

Full name of person before whom
declaration is made

ELIZABETH PARSONS

Qualification of person before whom
declaration is made

JP (NSW) 180555

Address of person before whom
declaration is made

[Redacted Address]

Suburb

State or territory

NSW Postcode

Phone number

[Redacted Phone Number]

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years – see section 11 of the *Statutory Declarations Act 1959*.

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* – see section 5A of the *Statutory Declarations Act 1959*.



A statutory declaration must be made before a **prescribed person**. For a full description of prescribed persons please see the Commission’s [Guide – Statutory Declarations](#).

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

Form F16—Application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the [Fair Work Act 2009](#).

The Applicant

Name of Applicant	Konica Minolta Business Solutions Australia Pty Ltd		
Contact person	Adam Waters (Manager – People and Culture)		
Postal address	Konica Minolta House 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number	02 8026-2500	Fax number	
Email address	adam.waters@konicaminolta.com.au		

Who is the Applicant?

- The employer (or one of the employers) to be covered by the agreement
- An employee organisation that acted as a bargaining representative (e.g. a union)
- A bargaining representative appointed by the employer
- A bargaining representative appointed by an employee

If the Applicant is a company or organisation please also provide the following details

Legal name of business	Konica Minolta Business Solutions Australia Pty Ltd
Trading name of business	Konica Minolta Business Solutions
ABN/ACN	50 001 065 096
Contact person	Adam Waters (Manager – People and Culture)

Does the Applicant have a representative?

- Yes—Provide representative's details below
- No

Applicant's representative

Name of person	Victoria Perry Senior Adviser – Workplace Relations		
Firm, union or company	Australian Industry Group		
Postal address	Level 4, 51 Walker Street		
Suburb	North Sydney		
State or territory	NSW	Postcode	2060
Phone number	02 9466-5515	Fax number	02 9466-5599
Email address	Victoria.Perry@aigroup.com.au		

1. The Agreement**1.1 What kind of agreement is the enterprise agreement?**

A single enterprise agreement

A multi-enterprise agreement

1.2 What is the name of the agreement (write the name exactly as it appears in the title clause of the agreement)?

Konica Minolta Field Service Enterprise Agreement 2017

1.3 Are you aware of any other agreement(s) that has been filed or dealt with by the Commission that has identical or substantially identical terms?

Yes

No

If yes—Provide information to identify that agreement(s). If you can, include: the name of the identical agreement, the name of the employer covered by the identical agreement, the agreement ID number, the date of the Commission's decision and the name of the Commission Member who dealt with such agreement.

Employer: Konica Minolta Field Service Enterprise Agreement 2014 (AG2014/1787)

Date of Decision: 26 August 2014

Commission Member: Commissioner Bull

1.4 Was that agreement(s) approved with undertakings?

Yes

No

I don't know

2. The Employer

2.1 What is the industry of the employer(s)?

Business Equipment Industry

2.2 Is the Applicant the employer (or one of the employers) to be covered by the agreement?

Yes—Go to question 2.3

No—Provide the name of the employer(s) below.

Name of business	Konica Minolta Business Solutions Australia Pty Limited		
ABN/ACN	50 001 065 096		
Contact person	Adam Waters (Manager – People and Culture)		
Postal address	Konica Minolta House 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number	02 8026 2500	Fax number	
Email address	adam.waters@konicaminolta.com.au		

2.3 Will more than one employer be covered by the agreement?

Yes—Provide the name(s) of the other employers to be covered by the agreement.

No—Go to question 3

Name of organisation			
ABN/ACN			
Contact person			
Postal address			
Suburb			
State or territory		Postcode	
Phone number		Fax number	
Email address			

Attach additional pages if necessary

3. Employer Bargaining Representatives

3.1 Did the employer(s) appoint a bargaining representative?

Yes—Go to question 3.2

No—Go to question 4

3.2 If you answered yes to question 3.1—Provide the name(s) of the employer bargaining representative(s).

Name of organisation			
ABN/ACN			
Contact person			
Postal address			
Suburb			
State or territory		Postcode	
Phone number		Fax number	
Email address			

Attach additional pages if necessary

4. Union Bargaining Representatives**4.1 Were there any employee organisations (unions) involved in the agreement making process as bargaining representatives?**

[] Yes—Go to question 4.2

[X] No—Go to question 5

4.2 If you answered yes to question 4.1—Provide the name(s) of the other union(s).

Name of union			
Contact person			
Postal address			
Suburb			
State or territory		Postcode	
Phone number		Fax number	
Email address			

Attach additional pages if necessary

5. Employee Bargaining Representatives**5.1 Were there any employee bargaining representatives involved in the agreement making process?**

[X] Yes—Go to question 5.2

[] No

5.2 If you answered yes to question 5.1—How many instruments of appointment signed by an employee(s) appointing a bargaining representative were given to the employer?

Nine

5.3 If you answered yes to question 5.1—Provide the name(s) of the employee bargaining representatives.

Name	[REDACTED]		
Position/ relationship	[REDACTED] Engineer		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number		Fax number	
[REDACTED]	[REDACTED]		

Name	[REDACTED]		
Position/ relationship	[REDACTED] Engineer		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number		Fax number	
Email address	[REDACTED]		

Name	[REDACTED]		
Position/ relationship	[REDACTED] Engineer		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number		Fax number	
Email address	[REDACTED]		

Name	[REDACTED]		
Position/ relationship	[REDACTED] Engineer		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number		Fax number	
Email address	[REDACTED]		

Name	[REDACTED]		
Position/ relationship	[REDACTED] Engineer		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number		Fax number	
Email address	[REDACTED]		

Name	[REDACTED]		
Position/ relationship	[REDACTED] Engineer		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number		Fax number	
Email address	[REDACTED]		

Name	[REDACTED]		
Position/ relationship	[REDACTED] Engineer		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number		Fax number	
Email address	[REDACTED]		

Name	[REDACTED]		
Position/ relationship	[REDACTED] Engineer		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number		Fax number	
Email address	[REDACTED]		

Name	[REDACTED]		
Position/ relationship	[REDACTED] Engineer		
Postal address	Konica Minolta House, 4 Drake Avenue		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Phone number		Fax number	
Email address	[REDACTED]		

Attach additional pages if necessary

Signature

Signature	[REDACTED]
Name	[REDACTED]
Date	Thursday 11 July 2017
Capacity/Position	Director – Human Resources

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

About the F17 statutory declaration

Employer's statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)



About enterprise agreements

Enterprise agreements are agreements made at the enterprise level that contain terms and conditions of employment.

The Fair Work Commission (the Commission) assesses and approves enterprise agreements. It can also assist in the process of making agreements and can deal with disputes arising under the terms of an agreement. Before the Commission can approve an agreement, it must be satisfied that the agreement meets the requirements for approval set out in the Fair Work Act 2009, including that the employees will be 'better off overall' under the agreement than they would be if the relevant award applied.

For information about the process that employers and employees must follow to make an enterprise agreement see Guide – Making an enterprise agreement on the Commission's website.

Who can use this form

Use this form if:

- a Form F16 – Application for approval of an enterprise agreement (other than a greenfields agreement) has been or is being lodged with the Commission and
- you are an employer that is covered by the agreement (or an officer or authorised employee completing this form for an employer).

Lodgment and service of your completed form

1. **Within 14 calendar days** after the agreement is made, you must lodge with the Commission:

- This statutory declaration and
- A copy of the notice of employee representational rights (see question 2.4) and
- Copies of any materials provided to employees to notify them of the time and place at which the vote was to occur and the voting method to be used (see question 2.6) and
- Copies of any materials used to explain to employees the terms of the agreement and the effect of those terms (see question 2.7) and
- Copies of any materials used to ensure the explanation was provided in an appropriate manner taking into account the particular circumstances and needs of the relevant employees (see question 2.8).

If you are lodging this form at the same time as the Form F16, you can use the Commission's Online Lodgment Service. Alternatively, you can lodge the form by post, fax, email or in person at the Commission office in your state or territory, either at the same time as the Form F16 or separately.

Each employer that will be covered by the agreement must notify employees who will be covered by the agreement that an application has been made to the Commission for approval of

the agreement. Notification should be made through the usual means that are adopted by the employer for communicating with employees.

2. **As soon as practicable** after this statutory declaration is lodged with the Commission, you must **serve a copy** of this statutory declaration on:
 - each other employer that is covered by the agreement **and**
 - each employee organisation that was a bargaining representative **and**
 - any employee bargaining representative of whom you are aware.

Where to get help

Commission staff & resources

Commission staff cannot provide legal advice. However, staff can give you information on:

- Commission processes
- how to make an application to the Commission
- how to fill out forms
- where to find useful documents such as legislation and decisions
- other organisations that may be able to assist you.

The Commission's website www.fwc.gov.au also contains a range of information that may assist.

Throughout this form



This icon appears throughout the form. It indicates information to help you complete the form.

Legal or other representation

Representation is where another person (such as a lawyer or employee of a union or employer organisation) speaks or acts on a party's behalf in relation to a matter. There is no requirement to be represented at the Commission. A party will need the permission of the Commission member dealing with the matter if the party wishes to be represented by a lawyer or paid agent at a conference or hearing, unless the lawyer or paid agent is:

- an employee or officer of the party, or
- a bargaining representative that is representing the party, or
- an employee or officer of an employee or employer organisation, an association of employers, or a peak council, that is representing a party.

If you represent a party in proceedings you will need to make sure you are well prepared.

Glossary of common terms

Applicant – This is the person or organisation making an application.

Party – A party is an Applicant, a Respondent or another person or organisation involved in a matter or case that is brought to the Commission.

Respondent – The person or organisation responding to an application made by an Applicant.

Service – Serving a document means giving a copy of the document to a person or organisation, usually to the other party to the matter. You can serve a document in a number of

ways, including by email, fax, express or registered post, or in person. Parts 7 and 8 of the Fair Work Commission Rules 2013 deal with service.

Privacy

The Commission collects the information (including personal information) provided to it in this form in order to deal with the application for approval of the agreement. The information will be included on the case file, and the Commission may disclose the information to the other parties to this matter and to other persons. For more details of the Commission's collection, use and disclosure of this information, please see the Privacy notice for this form, or ask for a hard copy to be provided to you.



Remove this cover sheet and keep it for future reference – it contains useful information.

Form F17 – Employer’s statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is a statutory declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement under Part 2-4 of the Fair Work Act 2009.

STATUTORY DECLARATION

Statutory Declarations Act 1959

I,

Name	Lisa Bounds		
Postal address	PO Box 313		
Suburb	North Ryde		
State or territory	NSW	Postcode	1670
Occupation	Senior Human Resources Business Partner		

make the following declaration under the *Statutory Declarations Act 1959*:

Part 1 – Preliminary

1.1 What is the name of the employer?

Legal name of employer Canon Australia Pty Ltd

Employer’s ACN (if a company) 66 005 002 951

Employer’s trading name or registered business name

Employer’s ABN

1.2 Is the employer a “designated emergency management body” as defined in s.195A(4) and (5) of the Fair Work Act 2009?

Yes

No

1.3 What is the name of the agreement?



Write the name exactly as it appears in the title clause of the agreement.

Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement, 2019.

1.4 Has a scope order, a low paid authorisation or a majority support determination been issued in relation to the agreement? Yes NoIf you answered **Yes** – Provide the unique print number (PR) and the date the order was made

Print number

Date of order

Part 2 – Requirements for approval**Nominal expiry date****2.1 What is the nominal expiry date of the agreement? What is the number of the clause in the agreement that specifies the date?**See section 186(5) of the Fair Work Act 2009. The nominal expiry date must not be more than 4 years after the day on which the Commission approves the agreement.

Nominal expiry date Clause 4

Clause number 3 years after the date of approval.

Scope of the agreement**2.2 Does the agreement cover all the employees of the employer?**See s.186(3) and s.186(3A) of the Fair Work Act 2009. The Commission must be satisfied that the group of employees covered by the agreement was fairly chosen. Yes NoIf you answered **No** – What group of employees is covered by the agreement and what group of employees is not covered? Explain why you think the Commission should be satisfied that the group covered was fairly chosen. If appropriate, describe how the group of employees covered is geographically, operationally or organisationally distinct.

The group of employees covered by the Agreement are employees who are engaged by Canon throughout Australia who are classified within the Technical Consultants/Senior Technical Consultant stream that is outlined at Appendix B of the Agreement. (see also clause 3 of the Agreement).

This group was fairly chosen because of their operational distinctness as the employees primarily carry out the same fundamental role of servicing business equipment throughout Australia that is located at customer premises. The roles are the same across all locations and States.

In addition, these employees spend most of their time travelling to various sites, and carry most of their tools and spare parts with them. They are not physically located in a Canon office.

The group is also operationally distinct as they report through our Services & Support function, reporting to Supervisors and subsequently Service Managers.

2.3 What was the notification time for the agreement?



The notification time is defined in s.173(2) of the Fair Work Act 2009. The notification time is the time when: the employer agrees to bargain, or initiates bargaining, for the agreement; or a majority support determination in relation to the agreement comes into operation; or a scope order in relation to the agreement comes into operation; or a low-paid authorisation in relation to the agreement that specifies the employer comes into operation.

Notification time

On Friday 14 September 2018, Canon and the ASU agreed to enter bargaining in relation to the terms of a new agreement, which would replace our existing agreement following its expiry.

2.4 What steps did the employer take to give notice of the right to be represented by a bargaining representative to each employee who will be covered by the agreement and is employed at the notification time for the agreement?



See section 173 of the Fair Work Act 2009 and the prescribed notice of employee representational rights in Schedule 2.1 of the Fair Work Regulations 2009. The employer must take all reasonable steps to give the prescribed notice to each employee who will be covered by the agreement and is employed at the notification time for the agreement. The employer must give the prescribed notice as soon as practicable, and not later than 14 days, after the notification time.

Describe each step taken and state the date on which it was taken.

You must lodge a copy of the notice given to employees with this form. If multiple notices were provided, explain why.

Steps taken

Date

A Notice of Employee Representational Rights (in accordance with s.173 of the Fair Work Act and Schedule 2.1 of the Fair Work Regulations 2009) was provided to all employees to be covered by the Agreement on 17 September 2018. A copy of the Notice/Email (Notice) is attached as Attachment B.

17 September 2018

The steps taken to give the Notice to each employee was to send the Notice to all employees to be covered by the Agreement on 17 September 2018 via email. The email account to which the Notice was sent was each individual employees’ Canon email account.

As noted above at section 2.2, the employees to be covered by the Agreement perform the fundamental role of servicing business equipment at various customer sites and, as such, they spend most of their time working remotely and are not physically located in a Canon office. This means the primary method of communication between Canon and the employees to be covered by the Agreement is via their Canon email.

All employees to be covered by the Agreement have access and use their Canon email account on a regular basis via either their Canon provided mobile device, and/or laptop.

Agreement genuinely agreed

2.5 What steps were taken by the employer to ensure that the relevant employees either:

- a. were given a copy of the written text of the agreement and any other material incorporated by reference in the agreement during the access period, or
- b. had access to a copy of the above materials throughout the access period?



See section 180(2)(a) of the Fair Work Act 2009. The employer must take all reasonable steps to ensure relevant employees are given or have access to the materials at the specified time. The 'relevant employees' are defined in s.180(2) as the employees employed at the time who will be covered by the agreement. The 'access period' is defined in s.180(4) as the 7-day period immediately before the start of the voting process for the agreement.

Describe each step taken and provide the date on which it was taken.

Step taken

Date

In addition to the matters set up in 2.7.

An email was sent to all employees to be covered by the Agreement notifying them that a web page was available on Canon’s intranet that contained copies of:

21 January 2019

- a clean copy of the Agreement (after all the changes agreed between Canon and the bargaining representatives had been made from the existing 2015 Agreement);
- a marked up version of the Agreement (for comparison which indicates all of the changes that had been made from the existing 2015 Agreement); and
- documents referred to within the Agreement, comprising:
 1. Canon Australia Fleet Policy
 2. Canon’s Remuneration, Allowance & Subsidy Policy
 3. Canon’s Travel & Entertainment Policy
 4. The Superannuation Trust Deed
 5. Canon Study Leave Policy
 6. GPS Tracking Policy
 7. Parental Leave
 8. Code of Conduct

All employees to be covered by the Agreement have access and use their Canon email account on a regular basis via either their Canon provided mobile device, and/or laptop. Further, all employees covered by the Agreement have remote access to Canon’s intranet 24/7.

Canon’s intranet web page Pixel was updated to include a copy of the revised Agreement (both a clean copy and a marked up copy) and the documents referred to within the Agreement.

21 January 2019

2.6 What steps did the employer take to notify the relevant employees by the start of the access period of:

- a. the time and place at which the vote was to occur, and
- b. the voting method to be used?

See s.180(3) of the Fair Work Act 2009. The employer must take all reasonable steps to notify relevant employees by the specified time.



Do not simply state that the relevant employees were notified by the specified time. Describe the steps taken and the information given to employees, and provide the date on which it was taken. Also lodge copies of any materials that were provided to employees to notify them of the time and place at which the vote was to occur and the voting method to be used.

Step taken and the information given

Date of step

Steps taken were as follows:

- | | |
|--|-----------------|
| 1. An email was sent out on 24 January 2019 to all employees covered by the Agreement confirming the voting date, time, place and voting method. | 24 January 2019 |
|--|-----------------|

As noted in 2.4 above, all employees to be covered by the Agreement have access and use their Canon email account on a regular basis via either their Canon provided mobile device, and/or laptop.

Further, all employees covered by the Agreement have remote access to Canon's intranet 24/7.

- | | |
|---|-----------------|
| 2. Ballot conducted on the 8 th of February 2019 | 8 February 2019 |
|---|-----------------|

2.7 What steps were taken by the employer to explain the terms of the agreement, and the effect of those terms, to the relevant employees?

See section 180(5)(a) of the Fair Work Act 2009. The employer must take all reasonable steps to ensure the explanation is given to relevant employees.



Do not simply state that the terms of the agreement were explained to relevant employees. Describe the steps taken and what was explained, and provide the date on which each step was taken. Also lodge copies of any materials that were used to explain to employees the terms of the agreement and the effect of those terms.

Step taken and the explanation given

Date of step

Steps taken were as follows:

- | | |
|---|--|
| 1. On 14 September, Canon sent an email to all employees covered by the Agreement notifying them that we would be entering into Good Faith Bargaining with the union and representatives for a new agreement. | 14 September 2018 |
| 2. Notice of representational rights was sent by Canon. | 17 September 2018 |
| 3. Canon then set up fortnightly meetings to engage and bargain in good faith with the union, other bargaining representatives and employees. | 16 October 2018/
30 October 2018/ |
| 4. Further Canon and its leadership team, then had meetings in each of the local Canon Branch offices with all the employees covered by the Agreement to discuss the log of claims from both the union and the individual representatives, and to seek to understand from any employees covered by the Agreement if they had feedback or questions about the Agreement, log of claims and the terms of the Agreement. | 14 November 2018/
27 November 2018/ |

A total of 6 road show/information sessions were run by Canon. The dates, locations and times of the road shows/information sessions are set out directly below:

Date	City
18 October	Canberra
19 October	Melbourne/Clayton
25 October	Sydney CBD
26 October	Macquarie Park
1 November	Adelaide
2 November	Perth

At each road show/information session, the Canon representative delivered a PowerPoint presentation which explained the terms of the Agreement and the current log of claims for which we were negotiating, and confirmed for the employees the effect of those terms to the employees, and in addition explained to the employees covered by the Agreement, that the majority of the current Agreement was not being renegotiated for the purposes of renewal, and actually that the union had put forward a proposal to roll-over the current terms of the Agreement. These sessions gave the employees covered by the Agreement access to the Canon representative and provided for a good understanding of the differences between the Agreement and the proposed new enterprise agreement.

At the conclusion of each road show/information session, Mrs Rebecca Ullman, General Manager, Services and Support (**Mrs Ullman**), made herself available to answer individual questions from employees on a one-on-one basis.

In addition to the above, after each bargaining session, the Employee Bargaining Representatives had local meetings in each branch, to discuss process, log of claims and agreement terms, including how they were different from the 2015 Agreement.

An email was sent to the employees covered by the Agreement on 29 November, detailing the proposed changes and sought feedback from the employees covered by the Agreement, including seeking questions where employees covered by the Agreement may not have understood the terms. Feedback could be made in person, with Mrs. Ullman, Lisa Bounds, Senior HR Business Partner, or Paul Gravina, Senior Manager Direct Services, or via email, as all employees to be covered by the Agreement have access and use their Canon email account on a regular basis via either their Canon provided mobile device, and/or laptop.

Feedback was received from 6 of the employees covered by the Agreement, in relation to the application of the remuneration increase via a pool, and the use of email to update the employees covered by the Agreement, for which the employee felt that all updates should come via the Employee Bargaining Representative. Noted. The Employee Bargaining Representative were asked verbally to go back to the employees covered by the Agreement to seek feedback, and provide that to Canon.

On 5 December, 2018 a final document was circulated with the Union and the Employee Bargaining Representatives, to confirm alignment of the proposed Agreement pre vote, and to seek final feedback from the employees if there were questions pertaining to the terms of the Agreement via the Employee Bargaining Representatives.

5 December 2018

5. An email was sent on 24 January 2019 to all employees to be covered by the Agreement which contained links to:
 - o a clean copy of the Agreement (after all the changes agreed between Canon and the bargaining representatives had been made from the existing 2015 Agreement);
 - o a marked up version of the Agreement (for comparison which indicates all of the changes that had been made from the existing 2015 Agreement); and
 - o documents referred to within the Agreement, comprising:
 1. Canon Australia Fleet Policy
 2. Canon's Remuneration, Allowance & Subsidy Policy
 3. Canon's Travel & Entertainment Policy
 4. The Superannuation Trust Deed
 5. Canon Study Leave Policy
 6. GPS Tracking Policy
 7. Parental Leave
 8. Code of Conduct

6. This email notified employees to be covered by the Agreement that Canon would welcome feedback from all the employees covered by

the Agreement and if there were any parts that the employees did not understand or had questions about they could seek support from either Rebecca Ullman, General Manager Services & Support, or Lisa Bounds, Senior HR Generalist.

- 8. No employees to be covered by the Agreement are under the age of 21 years old.
- 9. Canon is not aware of any employees for whom English is not spoken and written on a regular basis. In that regard, all employees to be covered by the Agreement are required to have a sufficient proficiency in the English language that allows them to communicate with Canon's customers in English and communicate with Canon via email in English (using a Canon provided mobile device and laptop) to receive instructions with respect to the allocation and performance of their duties. As such, none of the employees to be covered by the Agreement have difficulties in understanding written or verbal communications in the English language.

2.8 When the employer explained the terms of the agreement, and the effect of those terms, to the relevant employees, what was done to take into account the particular circumstances and needs of the relevant employees?

See s.180(5)(b) of the Fair Work Act 2009. The employer must take all reasonable steps to ensure that the explanation is provided in an appropriate manner. Examples of employees whose circumstances and needs are to be taken into account include employees from non-English speaking backgrounds, young employees and employees who don't have a bargaining representative.



Do not simply state that the employer took reasonable steps to ensure the explanation was provided in an appropriate manner. Describe the steps taken, identifying the relevant group of employees addressed, and provide the date on which each step was taken. Also lodge copies of any materials that were used to ensure the explanation to employees was provided in an appropriate manner (if not lodged in response to question 2.7).

Step taken	Relevant group of employees addressed	Date of step
	Canon is not aware of any employees covered by the Agreement for whom English is not spoken and written on a regular basis	
	No employees covered by the Agreement were under the age of 21 years.	

2.9 Provide the following dates:



See ss.173, 181, and 182 of the Fair Work Act 2009.

Event	Date
The last date that a notice of the right to be represented by a bargaining representative ("notice of employee representational rights") was given to an employee who will be covered by the agreement and is employed at the notification time for the agreement.	17 September 2018
The date voting for the agreement commenced (that is, the first date that an employee was able to cast a vote).	8 February 2019
The date that the agreement was made (that is, the date on which the voting process by which the employees approved the agreement concluded).	8 February 2019

2.10 Provide the following details about the vote on the agreement:



See s.53 of the Fair Work Act 2009. An enterprise agreement covers an employee if it is expressed to cover the employee.

At the time of the vote, how many employees were covered by the agreement?	74
How many of these employees cast a valid vote?	70
How many of these employees voted to approve the agreement?	59

Interaction with the National Employment Standards

2.11 Do any terms of the agreement exclude in whole, or in part, the National Employment Standards?



See Part 2-2 – National Employment Standards of the Fair Work Act 2009.

- Yes
 No

If you answered **Yes** – List the terms below.

2.12 Are any terms of the agreement detrimental to an employee in any respect when compared to the National Employment Standards?

- Yes
 No

If you answered **Yes** – List the terms below.

Right of entry

2.13 Does the agreement contain any terms that deal with the rights of officials or employees of employee organisations to enter the employer's premises?



See ss.186(4) and 194(f) and (g) of the Fair Work Act 2009. Terms providing entitlements to enter premises to investigate suspected contraventions or hold discussions with employees, or for the exercise of a State or Territory occupational health and safety right, are unlawful if they are not in accordance with Part 3-4 of the Fair Work Act 2009.

Yes

No

If you answered **Yes**– List the clauses in the agreement dealing with entry to premises below.

Clause 52 UNIONS

Unlawful terms

2.14 Does the agreement contain any of the following kinds of terms? Tick the relevant box below if the agreement does contain that kind of term:

- discriminatory terms (as defined in s.195)
- objectionable terms (as defined in s.12)
- terms dealing with employee rights in relation to unfair dismissal (see s.194(c) and s.194(d))
- designated outworkers terms (as defined in s.12)
- terms that deal with the taking of industrial action that are inconsistent with Part 3-3 of the Fair Work Act 2009 (see s.194(e))
- terms that do not comply with the superannuation contribution requirements for default fund employees (see s.194(h))
- objectionable emergency management terms (as defined in s.195A)

If you have ticked any of the above, list the relevant terms of the agreement below.

Required terms

2.15 Provide the clause numbers in the agreement for the following required terms:

Required term	Clause number
Dispute resolution procedure (see s.186(6))	Clause 39
Flexibility term (see s.202(1) and s.203)	Clause 12

Consultation term (see s.205(1) and s.205(1A))

Clause 8

Particular types of workers

2.16 Are employees covered by the agreement also covered by a modern award that defines or describes them as shiftworkers for the purposes of the National Employment Standards?



See s.196 of the Fair Work Act 2009. The Commission must be satisfied that the agreement defines or describes the employees as shiftworkers for the purposes of the National Employment Standards.

Yes

No

If you answered **Yes** – does the agreement define or describe the employees as shiftworkers for the purpose of the National Employment Standards?

Yes – List the clause(s) in the agreement that define shiftworkers for the purposes of the National Employment Standards.

No

Clause 40(h)

2.17 Tick the relevant boxes below if the agreement:

covers any pieceworkers (see s.197)

covers any outworkers (see s.200)

contains terms for school-based apprentices or trainees that provide for loadings in lieu of paid leave or paid absence (see s.199)

If you have ticked any of the above, list the relevant clause(s) of the agreement below.

Part 3 – Better off overall test

See s.186(2)(d) and s.193 of the Fair Work Act 2009.



The *better off overall test* requires the Commission to be satisfied, as at the time the application for approval of the agreement by the Commission was made, that each award covered employee, and each prospective award covered employee, would be better off overall under the agreement than the relevant modern award.

Modern awards

3.1 List the modern award(s), if any, that cover the employer and any of the employees covered by the agreement.



You should include the MA number for each award. This number can be found using the title search on the find an award search facility on the Commission's website.

Business Equipment Award 2010 [MA000021]

Translating classifications

3.2 Are any of the employee classifications in the agreement different from the classifications in any of the modern award(s) listed in your answer to question 3.1?

- Yes
- No

If you answered **Yes** – For each modern award, use the following table to identify how the classifications in the agreement correspond to the classifications in the modern award.

Name of modern award:

Classification in modern award	Corresponding classification in agreement
<i>Business Equipment Award 2010</i> Classification	Comparable Agreement Level
Technical Employee Level 1	Trainee
Technical Employee Level 2	Customer Service Technician
Technician Level 4	Customer Service Engineer
Technician Level 6	Senior Customer Service Engineer

Attach additional tables if there is more than one modern award.

Improvements and reductions

3.3 Does the agreement contain any terms or conditions of employment that are *more beneficial* than equivalent terms and conditions in the modern award(s) listed in question 3.1?

- Yes
- No

If you answered **Yes** – List the terms and conditions of the agreement that are **more beneficial** than equivalent terms and conditions in the modern award(s). Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected. Include relevant clause numbers.

See attachment A

3.4 Does the agreement confer any entitlements that are not conferred by the modern award(s) listed in question 3.1?

- Yes
- No

If you answered **Yes** – List the entitlements conferred by the agreement that are **not conferred** by the modern award(s). Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected. Include relevant clause numbers.

3.5 Does the agreement contain any terms or conditions of employment that are *less beneficial* than equivalent terms and conditions in the modern award(s) listed in question 3.1?

Yes

No

If you answered **Yes** – List the terms and conditions of the agreement that are **less beneficial** than equivalent terms and conditions in the modern award(s). Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected. Include relevant clause numbers.

3.6 Does the agreement omit any entitlements that are conferred by the modern award(s) listed in question 3.1?

Yes

No

If you answered **Yes**– List the entitlements conferred by the modern award(s) that are **omitted** by the agreement. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected. Include relevant clause numbers.

3.7 Does the agreement contain any terms or conditions of employment different to those under the modern award(s) listed in question 3.1, which you have not already identified in your answers to questions 3.3 to 3.6?

Yes

No

If you answered **Yes** – List these terms and conditions. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

Exceptional circumstances (where the agreement fails the better off overall test)

3.8 If you think that the agreement does not pass the better off overall test, are there exceptional circumstances the Commission should consider when deciding whether approving the agreement would not be contrary to the public interest?



Section 189 of the Fair Work Act 2009 sets out when the Commission may approve an enterprise agreement that does not pass the better off overall test.

Yes

No

If you have answered **Yes** – Explain what the exceptional circumstances are.

Part 4 – Statistical information



This information is necessary for the Commission to assess whether the employer took all reasonable steps to ensure that the terms of the agreement, and the effect of those terms, were explained to the relevant employees and the explanation was provided in an appropriate manner taking into account the particular circumstances and needs of the relevant employees, for example:

- (a) employees from culturally and linguistically diverse backgrounds;
- (b) young employees;
- (c) employees who did not have a bargaining representative for the agreement. (s.180 (5) and s.180(6) of the Fair Work Act 2009).

In addition, this information is collected to enable the General Manager of the Fair Work Commission to comply with the statutory reporting obligations in s.653 of the Fair Work Act 2009 and to be provided to the Department of Employment for inclusion in the Department’s Workplace Agreements Database.

4.1 What is the primary activity of the employer?



For example music retailer, plumbing contractor, steel fabricator, etc.

Business services

4.2 Tick the relevant boxes for the states or territories this agreement will be operating in.

- Australian Capital Territory
- New South Wales
- Northern Territory
- Queensland
- South Australia
- Tasmania
- Victoria
- Western Australia
- An external territory

4.3 Of the employees covered by this agreement, how many employees are in the following demographic groups?

Demographic group	Number of employees
Female	1
Non-English speaking background	Not aware
Aboriginal or Torres Strait Islander	0
Disabled	0

Demographic group	Number of employees
Part-time	0
Casual	0
Under 21 years of age	0
Over 45 years of age	63

4.4 List the full name(s) of all collective agreement(s) (including ID numbers) that presently apply to any employees covered by this agreement.

Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement, 2015.

The employer covered by this previous enterprise agreement is Canon Australia Pty Ltd. The agreement ID number is AE417507.

Consent to contact by researchers

The Fair Work Commission undertakes research with participants in agreement approval matters to ensure a high quality process. Some research may be undertaken by external providers on behalf of the Fair Work Commission.

Do you consent to the contact details provided on page 1 of this form being provided to an external provider of research services for the sole purpose of inviting you to participate in this research?

Yes

No

Signature of person making the declaration



A statutory declaration must be made before a **prescribed person**. For a full description of prescribed persons please see the Commission's [Guide – Statutory declarations](#) on the Commission's website.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature

Declared at (place) Macquarie Park in the state of NSW

on (day) of (month) (year)

Before me,

Signature of person before whom the declaration is made

Full name of person before whom declaration is made

Qualification of person before whom
declaration is made

Address of person before whom
declaration is made

Suburb

State or territory

Postcode

Phone number

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years – see section 11 of the *Statutory Declarations Act 1959*.

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* – see section 5A of the *Statutory Declarations Act 1959*.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
Types of Employment	21, 30, 31 <ul style="list-style-type: none"> • Full time • Part-time • Casual 	11, 12, 13 <ul style="list-style-type: none"> • Full-time • Part-time • Casual 	Yes, because hours of work for full-time employees are 30 minutes less per week under the Agreement (per the Agreement the ordinary hours of work shall average 37.5 hours per week within a 28 day work cycle for full-time employees)
Classifications	See Appendix A <ul style="list-style-type: none"> • See FWC Form 17 • Trainee (being the equivalent of a Technical Employee level 1 under the Award) • Customer Service Technician (being the equivalent of a Technical Employee Level 2 under the Award) • Customer Service Engineer (being the equivalent of a Technician Level 4 under the Award) • Senior Customer Service Engineer / Production Specialist (being the equivalent of a Technician Level 6 under the Award) 	20.2 and Schedule B <ul style="list-style-type: none"> • Technical Employee Level 1 • Technical Employee Level 2 • Technician Level 3 • Technician Level 4 • Technician Level 5 • Technician Employee Level 6 	Not applicable.
Rates of Pay	Appendix A <p>Minimum rates of pay for a full-time employee working a <u>37.5 hour week</u> are paid on a TRC</p>	20.2 <p>Relevant classifications for a <u>38 hour week</u> include:</p>	Yes, and fewer ordinary hours per week. The differences

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
	<ul style="list-style-type: none"> • basis, which includes salary, superannuation, representation allowance and annual leave loading. Those rates are: • Trainee (being the equivalent of a Technical Employee level 1 under the Award) - \$45,000 • Customer Service Technician (being the equivalent of a Technical Employee Level 2 under the Award) - \$53,803 • Customer Service Engineer (being the equivalent of a Technician Level 4 under the Award - \$61,771 • Senior Customer Service Engineer / Production Specialist (being the equivalent of a Technician Level 6 under the Award - \$70,623 	<ul style="list-style-type: none"> • Technical Employee Level 1 - \$35,100 per annum (\$34,632 on a 37.5 hour week) • Technical Employee Level 2 - \$36,467 (\$35,997 on a 37.5 hour week) • Technician – Level 3 - \$37,720 • Technician Level 4 - \$39,772 (\$39,253.76 on a 37.5 hour week) • Technician Level 5 – \$42,235 • Technician Level 6/ production specialist - \$44,577 (\$43,992 on a 37.5 hour week) <p>The above relevant rates grossed up on an equivalent TRC basis for a full-time employee working a 37.5 hour week, which includes salary, superannuation, representation allowance and annual leave loading are:</p> <ul style="list-style-type: none"> • Technical Employee Level 1 - \$39,324.90 <p>(calculated to comprise: salary - \$34,632; annual leave loading - \$466.20; representation allowance - \$855.40 and</p>	<ul style="list-style-type: none"> • are: • Trainee is \$3,675.10 better off per annum under the Agreement in terms of TRC, this equates to 5.5 additional weeks' pay than the Award • Customer Service Technician is \$6,965.04 better off per annum in terms of TRC under the Agreement, this equates to 10 additional weeks' pay than the Award • Customer Service Engineer is \$11,323.46 better off per annum in terms of TRC under the Agreement, this equates to 15 weeks' additional pay than the Award • Senior Customer Service Engineer / Production Specialist is \$14,922.90 better off per annum in terms of

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Description	Business Equipment Award 2010	Better Off under Agreement than Award?	
Provision	Clause	Description	Clause	Description	Description
			<ul style="list-style-type: none"> • superannuation - \$3,371.30 (calculated on salary and representation allowance)) • Technical Employee Level 2 - \$40,837.96 	<p>TRC under the Agreement, this equates to 17.6 weeks additional pay than the Award</p>	
			<ul style="list-style-type: none"> • (calculated to comprise: salary -\$35,997; annual leave loading - \$484.58; representation allowance - \$855.40 and superannuation - \$3,500.98 (calculated on salary and representation allowance)) • Technician Level 4 - \$44,447.95 		
			<ul style="list-style-type: none"> • (calculated to comprise: salary -\$39,253.76; annual leave loading - \$528.42; representation allowance - \$855.40 and superannuation - \$3,810.37 (calculated on salary and representation allowance)) • Technician Level 6/ production specialist - \$49,700.10 	<p>(calculated to comprise: salary -\$43,992; annual leave loading - \$592.20; representation</p>	

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	
	Description	Description	
Salary and Allowance Increases	Appendix A Minimum increases to TRC apply as follows for each classification: <ul style="list-style-type: none"> • 1 March 2019 - \$2,500 • 1 March 2020 - \$2,000 • 1 March 2021 - \$2,000 The amount of the actual increase will be no less than the minimum Increases to allowances are specified separately in other items of this table	N/A Increases in accordance with the Annual Wage Review	<ul style="list-style-type: none"> • Likely yes • Additionally, section 206 of the Fair Work Act provides 'base rate of pay' in Enterprise Agreement must not be less than the modern Award rate
Superannuation	14 <ul style="list-style-type: none"> • Contributions made in accordance with ordinary time earning and superannuation legislation • Employees have choice of fund 	26 In accordance with ordinary time earning and superannuation legislation	Yes, as the superannuation is paid on a higher overall rate of pay
Representational Allowance	Appendix A This is included in the employees total remuneration costs	21.1, 22.1(e) <ul style="list-style-type: none"> • Employees regularly expected to be engaged in technical service or technical support in the field on behalf of their employer must, in addition to the salary and any other allowance prescribed by this 	<ul style="list-style-type: none"> • Yes as this is included in the employees higher overall rate of pay • Additionally, employees receive a

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
Casual loading	31	13	<p>award, be paid a representation allowance of 2.18% of the standard weekly rate per week of a level 4 technician which is \$764.80.</p> <p>The allowance is \$0.44 per hour up to a maximum of \$16.67 per week (based on a 38 hour week)</p> <p>Allowance does not apply if the employee's salary is more than \$60,185 per annum</p> <p>higher overall rate of pay; some employees receive a significant walking allowance or per kilometre allowance, others have the benefit of the private use of the company motor vehicle assigned to them; 2 additional public holidays, additional carer's leave and compassionate leave (Additional Benefits)</p> <p>• Additionally, some employees under the Agreement will be paid more than \$54,973 per annum and will still receive the allowance under the Agreement, whereas they would not have under the Award</p>
Casual loading	25% casual loading	20% casual loading	<p>Yes – we have increased to the proposed change to the Award over time</p>

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Description	
Hours of Work	21(b), 30(a), 31	<ul style="list-style-type: none"> The ordinary hours of work shall average 37.5 hours per week within a 28 day work cycle The ordinary span of hours shall be between 6.00 am and 6.30 pm, Monday to Friday 	<ul style="list-style-type: none"> Yes – for ordinary weekly hours as the employees work 30 minutes less per week than required under the Award In relation to the 30 minute difference in span of hours, the higher hourly rates of pay received by employees under the Agreement more than compensates for the difference Employees also receive the Additional Benefits
Overtime	21(b)(v), 23(a), 23(c), 23(d), 23(f), 24, 26	<ul style="list-style-type: none"> Work outside span of hours attracts a loading of 20% Overtime applies for all hours of work outside 6am to 630pm Monday to Friday Overtime worked Monday to Saturday is paid at time and one half All overtime worked on a Sunday will be paid at double time 	<ul style="list-style-type: none"> While the work outside of span under the Award attracts a marginally higher loading, the employees are compensated by a higher overall rate of pay as well as the Additional Benefits In relation to the 30 minute difference in span

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
	<ul style="list-style-type: none"> Overtime worked on a public holiday will be paid at double time Entitlement to be absent from work for 10 hours after performing overtime without loss of pay (full-time only) Time off in lieu may be taken instead of overtime Employees on standby who are called to work are entitled to payments at overtime rates 	<ul style="list-style-type: none"> Overtime does not apply if the employee's salary is more than \$60,185 per annum 	<ul style="list-style-type: none"> of hours, the employees have the benefit of a working week that is 30 minutes shorter under the Agreement than the Award, and also receive the Additional Benefits Yes – in relation to Sunday work as double time starts immediately In relation to any hours in excess of 3 on a Saturday, the employees the Additional Benefits Additionally, some employees under the Agreement will be paid more than \$54,973 per annum and will still receive overtime under the Agreement, whereas they would not have under the Award
Minimum overtime hours payments	26	21.1, 30.3(c)(f)	<ul style="list-style-type: none"> An employee required to work overtime on a Saturday or Sunday will be paid for a minimum of four hours except where such overtime is worked prior to or at the conclusion of Despite the minimum guarantee of hours, the employees receive a higher overall rate of pay and receive the

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
	<p>completed their normal daily work cycle will be paid for a minimum of four (4) hours at the overtime rate</p>	<ul style="list-style-type: none"> ordinary hours of work Provision does not apply if the employee's salary is more than \$60,185 per annum 	<ul style="list-style-type: none"> Additional Benefits Additionally, some employees under the Agreement will be paid more than \$54,973 per annum and will still receive the benefit of the payments under the Agreement, whereas they would not have under the Award
<p>Ordinary hours on a Saturday</p>	<p>23(d)</p> <p>Overtime rates apply for Saturday work as those hours are not classified as ordinary hours. Those overtime rates are payable at time and half on a Saturday</p>	<p>21.1, 27.4</p> <ul style="list-style-type: none"> Allowance of 59.2% of the standard level hourly rate per hour for ordinary time worked on Saturday Allowance does not apply if the employee's salary is more than \$60,185 per annum 	<ul style="list-style-type: none"> Yes, despite the fact the hourly allowance is lower, the higher hourly rates of pay received by employees under the Agreement more than compensates for the difference. Employees also receive the Additional Benefits. It is rare for employees to work on a Saturday because it is not part of their

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
			<ul style="list-style-type: none"> standard hours Additionally, some employees under the Agreement will be paid more than \$54,973 per annum and will still receive overtime pay under the Agreement, whereas they would not have under the Award
<p>Ordinary hours on a Sunday</p>	<p>23(e)</p> <ul style="list-style-type: none"> Overtime rates apply for Sunday work as those hours are not classified as ordinary hours Those overtime rates are payable at double time 	<p>21.1, 27.5</p> <ul style="list-style-type: none"> Employees are entitled to an allowance of 82.95% of the standard level hourly rate per hour for ordinary time worked on Sunday Does not apply if the employee's salary is more than \$60,185 per annum 	<ul style="list-style-type: none"> Yes, as the overtime rate of double time will apply Additionally, it is rare for employee to work on a Sunday because it is not part of their standard hours Additionally, some employees under the Agreement will be paid more than \$54,973 per annum and will still receive overtime under the Agreement, whereas they would not have

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
Saturday penalty rates	23(d) All overtime worked on a Saturday will be paid at time and one half	21.1, 30.3	<ul style="list-style-type: none"> All overtime worked on a Saturday that would otherwise be a day off, will be paid at time and one half for the first three hours and double time thereafter, until the completion of work Penalty does not apply if the employee's salary is more than \$60,185 per annum
Sunday penalty rates	23(e) All overtime worked on a Sunday will be paid at double time.	21.1, 30.3(b)	<ul style="list-style-type: none"> An employee required to work on a Sunday that is a day off will be paid double time for all work. Penalty does not apply if the
			<ul style="list-style-type: none"> Yes, despite the fact that double time applies after 3 hours, the higher hourly rates of pay received by employees under the Agreement more than compensates for the difference Employees also receive the Additional Benefits. Additionally, some employees under the Agreement will be paid more than \$54,973 per annum and will still receive overtime under the Agreement, whereas they would not have under the Award Yes – the employees also receive a higher overall rate of pay when they work Employees also

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
Rest periods during overtime	17(a) An employee shall be allowed a 30 minute unpaid meal break after 5 hours of work	30.3(d), 21.1 <ul style="list-style-type: none"> • 20 minute paid break after four hours of overtime • 20 minute paid rest break after working 2 hours overtime after ordinary working hours • Does not apply if the employee's salary is more than \$60,185 per annum 	<ul style="list-style-type: none"> • receive the Additional Benefits • Additionally, some employees under the Agreement will be paid more than \$54,973 per annum and will still receive the overtime penalty rate under the Agreement; whereas they would not have under the Award • Despite the fact the employees do not receive paid rest breaks, they are still better off because they receive a higher overall rate of pay and the Additional Benefits • Additionally, some employees under the Agreement will be paid more than \$54,973 per annum and will still receive the benefit of the rest period under the

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Description	Description
Rest period after performing overtime duty	23(g) and 23(h)	<ul style="list-style-type: none"> Employees should have at least ten consecutive hours off duty between work on successive days. Full-time employees only will be paid at ordinary rates for any hours not worked to allow them to have the 10 hour break. If an employee resumes without 10 hours break the employee will be paid double time and is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay. 	<ul style="list-style-type: none"> Employees should have at least ten consecutive hours off duty between work on successive days. Full-time employees only will be paid at ordinary rates for any hours not worked to allow them to have the 10 hour break. If an employee resumes without 10 hours break the employee will be paid double time and is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay. Does not apply if the employee's salary is more than \$60,185 per annum Does not apply to call-backs or in circumstances where an employee provides technical service or technical support over the telephone or via remote access arrangements <p>Yes – under the Agreement, there is no exclusion in the event of call backs or where work is performed via phone or remote access arrangements, nor is there an exclusion based on salary</p>
			<p>Agreement, whereas they would not have under the Award</p>

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
Standby allowance	26 <ul style="list-style-type: none"> • Employees rostered on stand by will be paid a stand by allowance of \$13.09 for each hour. The allowance will increase as follows: <ul style="list-style-type: none"> • 1 March 2019 - \$13.09 per hour • 1 March 2020 - \$13.33 per hour • 1 March 2021 - \$13.58 per hour • Employees on standby who are called to work are entitled to a minimum payment of 3 hours • Employees on standby who are called to work are entitled to payments at overtime rates 	30.5 <ul style="list-style-type: none"> • An allowance of 59.42% of the standard hourly rate for a level 4 technical employee will be paid to an employee for the period the employer requires the employee to remain in readiness for a return to work outside the employee's ordinary hours • The allowance is \$11.96 per hour • Employees on standby who are called to work are entitled to a minimum payment of 3 hours • The allowance is not paid while the employee is receiving overtime pay 	<ul style="list-style-type: none"> • Yes – call back provisions are the same • Despite the fact the hourly allowance is lower, the higher hourly rates of pay received by employees under the Agreement more than compensates for the difference. • Employees also receive the Additional Benefits
Call back	26 <ul style="list-style-type: none"> • Employees who are not on stand-by but that are called back to work are entitled to payment for 4 hours at the overtime rate • Employees on standby who are called to work are entitled to a minimum payment of 3 hours at overtime rates 	30.4 <ul style="list-style-type: none"> • An employee recalled to work overtime after leaving work will be paid a minimum of four hours • An employee on stand by will be paid for a minimum of three hours at the appropriate overtime rate for each time recalled 	Yes – there is also no exclusion under the Agreement where the work is performed over the phone or via remote access arrangements

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
		<ul style="list-style-type: none"> These provisions do not apply if the employee provides technical service or technical support over the telephone or via remote access arrangements 	
Shift work	40 <ul style="list-style-type: none"> Employees working shift work are paid at ordinary rates Canon's shift work policy applies to such employees 	28, 21.1 <ul style="list-style-type: none"> Afternoon shift is any shift finishing after 6.30 pm and at or before midnight, on such shifts, employees are entitled to an allowance of 14.68% of the standard hourly rate per hour for time worked on an afternoon shift Does not apply if the employee's salary is more than \$60,185 per annum 	<ul style="list-style-type: none"> Despite the fact the employees do not receive the afternoon shift work allowance, they are still better off because they receive a higher overall rate of pay and the Additional Benefits
Public holidays	43 <p>Entitlement is the same as the National Employment Standards except that the employer also provides two additional public holidays</p>	34.1 <p>In accordance with the National Employment Standards</p>	<p>Yes, as employees receive 2 additional paid days of work which are also paid at a higher rate of pay than the Award</p>
Payment for public holidays	44 <ul style="list-style-type: none"> Work on the following public holidays is paid at double time or the employee will be given a paid day off in lieu: Labour Day and two additional Canon 	34.3, 21.1 <ul style="list-style-type: none"> Work on a public holiday or a substituted day must be paid at double time and a half. Where both a public holiday 	<ul style="list-style-type: none"> Yes for the following public holidays - New Year's Day, Australia Day, Easter Friday,

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
	<ul style="list-style-type: none"> provided public holidays Work on the following public holidays is paid at double time and a half: New Year's Day, Australia Day, Easter Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, Proclamation Day (SA only), Queens birthday, Christmas Day (which includes from 5pm on 24 December), and Boxing Day (except SA) 	<ul style="list-style-type: none"> and substitute day are worked, public holiday penalties are payable on the holiday and the employee is entitled to not less than four hours' pay at penalty rates provided the employee is available to work for four hours Does not apply if the employee's salary is more than \$60,185 per annum 	<ul style="list-style-type: none"> Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, Proclamation Day (SA only), Queens birthday, Christmas Day and Boxing Day as the employees also receive a higher rate of pay than they would under the Award for the absence Employees also receive the Additional Benefits Despite the difference in penalty rates on Labour Day, the employees receive the Additional Benefits Additionally, some employees under the Agreement will be paid more than \$54,973 per annum and will still receive the public holiday

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
Overtime on public holidays	23(f), 44	N/A	<ul style="list-style-type: none"> Overtime worked on a public holiday will be paid at double time, unless the public holiday is New Year's Day, Australia Day, Easter Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, Proclamation Day (SA only), Queens birthday, Christmas Day and Boxing Day (excluding SA) – in which case the employee is paid at double time and a half
Make up time	N/A	28.6	<p>No equivalent provision</p> <p>Employees may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award</p> <ul style="list-style-type: none"> Yes as the employee will still receive payment for all hours work, and that payment will be at a higher rate than would have applied under the Award Additionally, the employees work 30 minutes less per week under the Agreement

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?		
Provision	Clause	Clause	Description		
Probationary period	29	18.1	<ul style="list-style-type: none"> No provision for probationary period but notice to terminate is the same 	<ul style="list-style-type: none"> Employees also receive the Additional Benefits 	
Meal Allowance	17	22.1(d) and 30.3(d)	<ul style="list-style-type: none"> An employee must receive a meal allowance of \$13.50 where the employee is required to work more than 2 hours overtime and more than 4 hours overtime. The meal allowance will not apply where the employer provides a meal to an employee on overtime or the employee lives in the same locality in which the employee is working and can reasonably return home for a meal 	<ul style="list-style-type: none"> Yes, and the allowance is higher 	
Walking Allowance	18(c)	N/A	<ul style="list-style-type: none"> A walking allowance is provided to compensate for day to day travel expenses – the allowance is \$13,269 	<ul style="list-style-type: none"> No equivalent provision 	Yes

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
	<ul style="list-style-type: none"> The allowance is not provided to employees who have the benefit of the private use of the company motor vehicle assigned to them and is pro-rata for part-time employees 		
Motor vehicle / motor vehicle allowance	<p>18</p> <ul style="list-style-type: none"> If a motor vehicle is required, Canon will at its option, either provide the vehicle at its own cost, a motor vehicle allowance, or if the employee uses their car for business on a casual basis – an allowance of \$0.90 per kilometre is paid. The allowance for casual use will increase as follows: <ul style="list-style-type: none"> 1 March 2019 - \$0.90 1 March 2020 - \$0.92 1 March 2021 - \$0.94 	<p>22.1 (b)(ii)(A) and 22.1(b)(ii) (B) and 22.1(b)(ii) (E)</p> <ul style="list-style-type: none"> Employer to provide motor vehicle, car allowance or kilometre allowance for casual usage. Motor vehicle allowance is \$621.14 per month if the employee is required to use their own motor vehicle to perform their duties or \$719.2 per month for duties performed in a country territory. In addition an allowance of \$0.34 must be paid per kilometre travelled during the course of business 	<ul style="list-style-type: none"> Yes - in relation to the per kilometre allowance for casual use Yes - under the Agreement, no employee would be eligible for the monthly motor vehicle allowance because they are either provided with a company vehicle (and have the benefit of private use and payment of all maintenance costs by Canon) or they receive a per kilometre allowance for casual use of their vehicle, or a significant walking allowance
Leading Hand Allowance	N/A	22.1(a)	<p>Leading Hand Allowance provided</p> <p>Not applicable</p>

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Description	Better Off under Agreement than Award?	
Provision	Clause	Description	Clause	Description	
Living Away from Home Allowance		No equivalent provision as employees are not required to live away from home	22.1(h)	The Award contains living away from home allowances which are not applicable to the employees covered by the Agreement	N/A
Travelling time	25	<ul style="list-style-type: none"> Time spent travelling to and from seminars, conferences, training, etc in excess of two (2) hours each way, which is outside the employee's agreed work cycle, will be paid at ordinary rates of pay Time spent travelling outside an employee's region of operation outside their ordinary hours will be paid at ordinary rates 	N/A	No equivalent provision	Yes
First Aid allowance	16	<ul style="list-style-type: none"> An employee appointed to perform first aid duty shall be paid an allowance of \$22.05 per week The allowance will increase as follows: <ul style="list-style-type: none"> 1 March 2019 - \$22.05 per week 1 March 2020 - \$22.46 per week 1 March 2021 - \$22.89 per week 	21.1, 22.1(c)	<ul style="list-style-type: none"> An employee holding a current first aid qualification from St John Ambulance or a similar body and appointed by the employer to perform first aid duties must be paid a weekly allowance of 2.35% of the standard weekly rate (of a level 4 technical employee) for any week the employee is so appointed The actual rate is \$0.47 per hour up to a maximum of 	<ul style="list-style-type: none"> Yes, despite the fact the hourly allowance is lower, the higher hourly rates of pay received by employees under the Agreement more than compensates for the difference Employees also receive the Additional Benefits

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?	
Provision	Clause	Description	Description	
Higher duties allowance	20	<p>Employee who works at a higher classification must be paid at rate of higher classification provided they work for at least 5 days in the role (if a supervisor) or 10 days for other roles</p> <p>Where an employee is required to act in the role of a Supervisor, they shall be paid an annualised allowance of \$5,900. This equates to \$113.46 per week.</p> <p>This annualised allowance will increase to:</p> <p>(i). \$5,900 (rounded) per year (or \$113.46 per week) effective from 1 March 2019;</p> <p>(ii). \$6,000 (rounded) per year (or \$115.38 per week) effective from 1 March 2020; and</p> <p>(iii). \$6,100 (rounded) per year (or \$11.30 per week) effective from 1 March 2021.</p>	<p>20.2(d), 21.1</p> <ul style="list-style-type: none"> Employee who works at a higher classification must be paid at rate of higher classification for duration unless the employee they are replacing is on annual leave or personal/carer's leave for less than 1 week Allowance does not apply if the employee's salary is more than \$60,185 per annum 	<ul style="list-style-type: none"> Same if the employee works on higher duties for at least 5 or 10 days. Additionally, the higher hourly rates of pay received by employees under the Agreement more than compensates for the difference Employees also receive the Additional Benefits Additionally, some employees under the Agreement will be paid more than \$54,973 per annum and will still receive the allowance under the Agreement, whereas they would not have under the Award
Meal Break	17(a)	Unpaid meal breaks shall be 30 minutes after 5 hours of work	<p>21.1, 29.1</p> <ul style="list-style-type: none"> An employee will not be required to work for more than five hours without a break for a <p>Yes – as under the Agreement, the meal break still applies even if the</p>	

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Description	Business Equipment Award 2010	Better Off under Agreement than Award?	
Provision	Clause	Description	Clause	Description	
				<ul style="list-style-type: none"> meal which must be for a period of not less than 30 minutes and not more than 60 minutes Does not apply if the employee's salary is more than \$60,185 per annum 	employee earns more than \$54,973 per annum
Annual Leave	40	Same as the National Employment Standards, including the additional week for shiftworkers	31.1	In accordance with the National Employment Standards	<ul style="list-style-type: none"> Yes, as it is also paid on a higher salary than under the Award Additionally, the employees receive the Additional Benefits
Cashing out annual leave	40	Cashing out permitted	N/A	No equivalent provision	Yes
Annual leave loading	40	Annual leave loading of 17.5% is included as a component of employees' salary (TRC)	31.2	Annual leave loading of 17.5% applies	<ul style="list-style-type: none"> Yes, as it is also paid on a higher salary than under the Award Employees also receive the Additional Benefits
Personal/carer's leave	41	The amount of the entitlement is the same as the National Employment Standards but the definition of "immediate family" for the purposes of carer's leave is broader and more	32	In accordance with the National Employment Standards	<ul style="list-style-type: none"> Yes, as the definition of "immediate family" for the purposes of carer's leave is

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
			<ul style="list-style-type: none"> generous than the NES as it also applies to aunts, uncles, nieces and nephews and anyone living in the same household.
Compassionate leave	46	32	<ul style="list-style-type: none"> 3 days paid compassionate leave is available to full-time and part-time employees An additional 2 paid days is also available if the employee attends the funeral of a family member who is overseas or in Australia and more than 4 hours travelling time (by commercial aeroplane) is required The definition of "immediate family" for the purposes of compassionate leave is broader and more generous than the NES as it also applies to aunts, uncles, nieces and nephews and anyone living in the same household.
Parental Leave	45	N/A	<ul style="list-style-type: none"> Entitlement is the same as the National Employment Standards except that employees have the option of performing casual work without breaking their parental leave
Community service leave (including jury)	47 and 49	33	<ul style="list-style-type: none"> Entitlement is the same as the National Employment Standards, except there is no 10 day limit on paid jury service leave
			<ul style="list-style-type: none"> broader under the Agreement Employees also receive the Additional Benefits
			<ul style="list-style-type: none"> Yes, as an extra day is provided, more leave is provided in the event of travel and the definition of "immediate family" is broader under the Agreement Employees also receive the Additional Benefits
			<ul style="list-style-type: none"> Yes, due to the benefit of casual work being available
			<ul style="list-style-type: none"> Yes, as there is no limit on the period Canon will pay the employee

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?		
Provision (service)	Clause	Description	Clause		
Study Leave	48	In accordance with Canon's policy which will not be varied without consultation with employees	N/A	No equivalent provision	Yes
Blood donor leave	50	Employees absent to give blood will receive leave on full pay up to a maximum of 4 hours per year	N/A	No equivalent provision	Yes
Union activities	52	Recognised ASU representatives are entitled to interview the employer on matters affecting employees they represent without loss of pay	N/A	No equivalent provision	Yes
Union training leave	52	Union delegates are entitled to be absent from work for 5 days per calendar year without loss of pay to attend training courses and seminars	N/A	No equivalent provision	Yes
Notice of Termination	34, 31(a)	<ul style="list-style-type: none"> Same as the National Employment Standards except in cases of redundancy where all employees irrespective of years of service receive 4 weeks notice or 5 weeks if aged over 45 over. Additionally, casual employees are entitled to 1 hours notice. 	13, 18.1	<p>In accordance with the National Employment Standards</p> <ul style="list-style-type: none"> Additionally, casual employees are entitled to 1 hours notice. 	Yes, as the amount the employees are paid will be higher under the Agreement
Job search entitlement (termination)	12.3	No equivalent provision	18.3	Where an employer has given notice of termination to an employee, an employee must be allowed up to one	<ul style="list-style-type: none"> Yes as the employees receive a higher overall rate of pay and the

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
Job search entitlement (redundancy)	36(e) When employee has been given notice of termination, the employee must be allowed 7.5 hours time off each week of their notice period without loss of pay for the purpose of seeking other employment	19.4 Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off for each week of notice without loss of pay for the purpose of seeking other employment	Additional Benefits • Additionally, in the event an employer provided an employee with payment in lieu of notice under the Award, they would be in the same position as they would under the Agreement (albeit under the Agreement, the payment they would receive for notice would be higher)
Redundancy pay	36 • Employees will be provided redundancy pay in accordance with the following scale: • Less than 1 year – nil • 1 to 2 years – 4 weeks • 2 to 3 years – 7 weeks • 3 to 4 years – 10 weeks	19.1 In accordance with the National Employment Standards	Yes, as it is also paid on a higher salary than under the Award

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?
Provision	Clause	Clause	Description
	<ul style="list-style-type: none"> • 4 to 5 years – 12 weeks • 5 to 6 years – 14 weeks • 6 to 7 years – 16 weeks • 7 to 8 years – 18 weeks • 8 to 9 years – 20 weeks • 9 to 10 years – 22 weeks • 10 to 11 years – 24 weeks • 11 years + - 2 additional weeks for each year of service capped at either 12 or 18 months based upon age and time of commencement of employment with Canon. 		
Access to records	<ul style="list-style-type: none"> • For employees who were employed by Canon as at 1 September 2015, an additional 25% loading applies to redundancy payments if they are over 40 years at the time they are retrenched • Employees have a right to access their personal file and be given a copy of the Agreement 	N/A	No equivalent provision
Job share arrangement	<ul style="list-style-type: none"> • Requests for job share arrangements will not be unreasonably refused 	N/A	No equivalent provision

Comparison between the Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019 and the Business Equipment Award 2010

Description	Canon Australia Pty Ltd (Technical Consultants) Enterprise Agreement 2019	Business Equipment Award 2010	Better Off under Agreement than Award?		
Provision	Clause	Description			
Agreement flexibility	12	<ul style="list-style-type: none"> Employee and Canon can seek to reach an IFA covering any matter covered under the Agreement 	7	Employee and Canon can seek to reach an IFA covering only 5 restricted matters detailed in the Award	Yes
Salary sacrifice	13 and 14	<ul style="list-style-type: none"> Employees are permitted to salary sacrifice 	N/A	No equivalent provision	Yes
Electrical licences	19	<ul style="list-style-type: none"> If an employee requires an electrical licence to work on office equipment, Canon will pay any reasonable costs incurred in the initial acquisition and renewal of the electrical licence for employees 	N/A	No equivalent provision	Yes
Uniforms	15	Canon will provide a uniform to employees at its own cost annually.	N/A	No equivalent provision	Yes

About the F17 statutory declaration

Approval of an enterprise agreement (other than a greenfields agreement)

Who can use this form

This form (which is a statutory declaration) forms part of an application for approval of an enterprise agreement.

The [Fair Work Act 2009](#) allows you to use this form if:

- a Form F16—Application for approval of an enterprise agreement (other than a greenfields agreement) is being lodged with the Fair Work Commission (the Commission) **and**
- you are an employer or a bargaining representative who has been appointed by an employer (s.185).

About enterprise agreements

Before the Commission can approve the agreement it must find that the employees will be 'better off overall' under the agreement than they would be if they were covered by their existing award (s.186 and s.193). More information about the process that employers and employees must follow to make a new enterprise agreement can be found in the Commission's [Guide—Making an enterprise agreement](#).

In Part 3, you must set out the names of any modern award(s) or award-based transitional instrument(s)—typically pre-reform award(s) or NAPSAs—and include the MA, AP, or AN number for each instrument. These numbers can be found using the title search on the Commission's [find an award](#) search facility. An award will not apply to employees if a statutory collective agreement is in place. However, an award that would apply in the absence of such an agreement will still apply to those employees (see Division 2, Part 5, Schedule 3 of the [Fair Work \(Transitional Provisions and Consequential Amendments\) Act 2009](#)).

Lodgment and service of your completed form

1. **Lodge** the following documents with the Commission **within 14 calendar days** after the agreement is made:
 - this statutory declaration **and**
 - the notice of representational rights referred to in question 2.3.

If you are lodging your form at the same time as the Form F16, you can use the [Commission's Online Lodgment Service \(OLS\)](#). Alternatively, you can lodge your form by post, by fax or by email or in person at the [Commission's office](#) in your State or Territory, either at the same time, or separately, from the Form F16.

All employees that will be covered by the agreement must be notified that an application has been made to the Commission for approval of the agreement in accordance with rule 40 of the Fair Work Commission Rules 2013. Notification should be made through the usual means that are adopted by the employer for communicating with employees.

2. If you are a bargaining representative appointed by an employer—**lodge** a copy of the written instrument of appointment at the same time as this statutory declaration.
3. **As soon as practicable** after it is lodged with the Commission, **serve a copy** of this statutory declaration on:

- each employer that will be covered by the agreement **and**
- each employee organisation that was a bargaining representative **and**
- any employee bargaining representative of whom you are aware.

Where to get help

Commission staff & resources

Commission staff cannot provide legal advice. However, staff can give you information on:

- processes in the Commission
- how to make an application to the Commission
- how to fill out forms
- where to find useful documents such as legislation and decisions
- other organisations that may be able to assist you.

The Commission's website www.fwc.gov.au also contains a range of information that may assist.

Throughout this form



This icon appears throughout the form. It indicates information to help you answer the question following.

Legal or other representation

Representation is where another person (such as a lawyer or union official) speaks or acts on your behalf in relation to your matter. There is no requirement for you to be represented when you appear at the Commission. You will need the permission of the Commission member dealing with your case if you wish to be represented by a lawyer or paid agent unless that person is:

- a bargaining representative, or
- employed by a union or employer organisation, a peak union or peak employer body, or
- one of your employees or officers (if you are an employer).

If you decide to represent yourself in proceedings you will need to make sure you are well prepared.

Privacy

The Commission collects the information (including personal information) provided to it in this form for inclusion on the case file, and may disclose this information to the other parties to this matter and to other persons. For more details of the Commission's collection, use and disclosure of this information, please see the [Privacy Notice](#) for this form, or ask for a hard copy to be provided to you.



Remove this cover sheet and keep it for future reference—it contains useful information.

Form F17—Employer's statutory declaration in support of an application for approval of an enterprise agreement
(other than a greenfields agreement)

Form F17—Employer's statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is a declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the [Fair Work Act 2009](#).

I,

Name	Rhys Huett		
Postal address	Level 1, 101 Waterloo Road		
Suburb	Macquarie Park		
State or territory	NSW	Postcode	2113
Occupation	National Manager (CSO and Eco-Manufacturing)		

make the following declaration under the *Statutory Declarations Act 1959*

Part 1—Preliminary

1.1 What is the name of the employer?

Legal name	Fuji Xerox Australia Pty Ltd
Trading name	Fuji Xerox Australia Pty Ltd

1.2 What is the name of the agreement (write the name exactly as it appears in the title clause of the agreement)?

Fuji Xerox Australia – Customer Support Organisation Enterprise Agreement 2016

1.3 Are you aware of any other agreement(s) that has been filed or dealt with by the Commission that has identical or substantially identical terms?

Yes

No

If you have answered **Yes** to question 1.3—specify the name of the identical agreement, the name of the employer covered by the identical agreement, the agreement ID number, the date of the Commission's decision and the name of the Commission Member who dealt with such agreement.

--

1.4 Was that agreement approved with undertakings?

- Yes
 No
 Don't know

1.5 Has a scope order, a low paid authorisation or a majority support determination been issued in relation to this agreement?

- Yes
 No

If Yes—Provide the unique print number (PR) and the date the order was made

Print number	
Date of order	



All employees that will be covered by the agreement must be notified that an application has been made to the Commission for approval of the agreement in accordance with rule 40 of the Fair Work Commission Rules 2013. Notification should be made through the usual means that are adopted by the employer for communicating with employees.

Part 2—Requirements for approval**Nominal expiry date****2.1 What is the nominal expiry date of the agreement? Provide the clause number in the agreement that specifies the date.**

See section 186(5) of the [Fair Work Act 2009](#).

Clause number	5.1
Expiry date	31 December 2019

Scope of the agreement**2.2 Does the agreement cover all the employees of the employer (other than senior executives)?**

- Yes
 No



See sections 186(3) and (3A) of the [Fair Work Act 2009](#).

If **No**—what group(s) of employees are covered by the agreement. Explain why you think the Commission should be satisfied that this group(s) was fairly chosen. If appropriate, describe any geographical, operational or organisational qualities that make the group(s) distinct.

Fuji Xerox Australia employs a wide variety of employees that are operationally distinct from the Customer Support Organisation (CSO) employees covered by the agreement. The CSO employees perform the tasks and roles described in this agreement specifically relating to the servicing or Fuji

Xerox business equipment.

2.3 Did the employer take all reasonable steps to give notice of their right to be represented by a bargaining representative to each employee who will be covered by the agreement?

Yes—please attach a copy of the notice given to employees

No



See section 173 of the [Fair Work Act 2009](#) and schedule 2.1 of the [Fair Work Regulations 2009](#).

Describe the steps that were taken to give employees notice of their right to be represented by a bargaining representative.

A notice of representational rights (attached) was provided to each employee on 14th February 2017.

Agreement genuinely approved

2.4 What steps were taken by the employer and on what date were they taken to ensure that the relevant employees were either:

- a. given a copy of the written text of the agreement and any other material incorporated by reference into the agreement (must be provided during the 7 days before the start of the voting process), or
- b. had access to the above materials (must have access throughout the whole 7 day period)?



See section 180(2)(a) of the [Fair Work Act 2009](#).

Describe the steps taken	Date
A copy of the Agreement and all material incorporated by reference in the Agreement was provided to each employee covered by this Agreement.	1/3/2017
A notice of voting was provided to each employee covered by this Agreement	1/3/2017

2.5 When did you notify the relevant employees of the date and place at which the vote was to occur and the voting method to be used?



Please state the date of the notification and describe the steps taken to notify the relevant employees. See section 180(3) of the [Fair Work Act 2009](#).

Access to the written Agreement and other relevant material was given to all relevant employees from 1st March 2017 via email communication and the intranet document link. In addition printed hard copies were distributed to all relevant sites.

2.6 What steps were taken by the employer to explain the terms of the agreement, and the effect of those terms, to the relevant employees?

See section 180(5) of the [Fair Work Act 2009](#).

Employer & Union held various information sessions throughout the negotiation process with relevant Employees to provide an explanation and clarification on the terms of the agreement that were being discussed during the negotiation meeting.

Once the bargaining committee reached an agreement that the document was ready to take to a vote, vote notification communications outlining the vote time/place and voting method were emailed to all relevant employees on the 1st March 2017. In addition, employee representatives, bargaining representatives and management communicated through various methods to ensure that all relevant employees were aware of the vote process and method. Employees absent on leave were also sent printed hard copies of the Vote Notification to their home addresses.

2.7 When you explained the terms of the agreement to the employees, what did you do to take into account the particular circumstances and needs of the relevant employees?

Examples of employees who have 'particular circumstances and needs' include employees from non-English speaking backgrounds, young employees, employees who don't have a bargaining representative, etc.

Both the Employer and the Union held various meetings with the relevant employees to explain the terms of the agreement. These forums allowed for anyone to ask any questions that they had to seek clarification. The Employer and Union also made themselves available for one-on-one sessions to answer any questions that anyone had.

2.8 Please provide the following dates:

See sections 173, 181, 181(2) and 182 of the [Fair Work Act 2009](#).

Event	Date
The date of notification time (that is, either the date that the employer initiates or agrees to bargain or the date of a majority support determination, scope order or low paid authorisation).	14/2/2017
The date of the last notice of representational rights given to an employee who will be covered by the agreement.	14/2/2017
The date voting for the agreement commenced (voting commences on the first date that an employee is able to cast a vote).	8/3/2017
The date that the agreement was made (that is, the date on which the voting process by which the employees approved the agreement concluded).	8/3/2017

2.9 Is the agreement lodged within 14 calendar days of the date the agreement was made?

Yes

No

If you have answered **No** to question 2.9—Please provide details of the circumstances the Commission should take in to account in deciding if it is fair to extend the time for lodging this application.



See section 185(3)(b) [Fair Work Act 2009](#)

2.10 Please provide the following details about the vote on the agreement:

How many employees will be covered by the agreement?	268
How many employees cast a valid vote?	243
How many employees voted to approve the agreement?	196

Interaction with the National Employment Standards

2.11 List any terms of the agreement that exclude in whole, or in part, the National Employment Standards?



See Part 2-2—National Employment Standards of the [Fair Work Act 2009](#).

Nil

2.12 List any terms of the agreement that are detrimental to an employee in any respect when compared to the National Employment Standards.

Nil

Right of entry

2.13 Does the agreement contain any terms that deal with the rights of officials or employees of employee organisations to enter the employer's premises?



See section 186(4) and sections 194(f) and (g) of the [Fair Work Act 2009](#).

Yes

No

If you have answered **Yes** to question 2.13—Please identify the clauses in the agreement dealing with right of entry.

Clause 9

Unlawful terms

2.14 Does the agreement contain any of the following:

- discriminatory terms—s186(4), s194(a), s195
- objectionable terms—s12, s186(4), s194(b)
- terms dealing with employee rights in relation to unfair dismissal—s186(4), s194(c)-(d)
- designated outworkers terms—s186(4)
- terms that deal with the taking of industrial action that are inconsistent with Part 3-3 of Chapter 3 of the *Fair Work Act 2009*—s186(4), s194(a)
- a term that does not comply with the superannuation contribution requirements for default fund employees—s194(h)

If you have selected any of the above please identify the relevant terms of the agreement.

Nil

Required terms

2.15 Please provide the clause numbers in the agreement for these required terms:

Dispute resolution procedure—s186(6)	Clause 40
Flexibility term—s202(1), s203	Clause 7
Consultation term—s205(1) s205(1A)	Clause 10

Particular types of workers

2.16 Can shift workers be employed under the agreement?



See section 196 of the [Fair Work Act 2009](#).

Yes

No—Go to question 2.17

Please identify the clause(s) in the agreement that define shift workers for the purpose of the NES.

Please advise if the agreement provides for an additional week of annual leave for shift workers and identify the relevant clause(s) number of the agreement.

2.17 Does the agreement?

cover any pieceworkers—s197

cover any outworkers—s200

contain terms for school based apprentices or trainees that provide for loadings in lieu of paid leave—s199

Part 3—Better off overall test

Reference instruments

3.1 List the modern award(s), if any, that currently cover the employer and any of the employees covered by this agreement.

Business Equipment Industry Award 2010

3.2 List the pre-reform award(s) or NAPSA(s) that covered the employer and any of the employees covered by this agreement as at 31 December 2009.

Business Equipment Industry – Technical Service Award 1999

Translating classifications

3.3 Are any of the classifications in the agreement different from the classifications in any of the reference instrument(s) listed in questions 3.1 and 3.2?

Yes

No

If you have answered **Yes** to question 3.3—Please attach a table that identifies how the classifications in the agreement relate to the classifications in the reference instrument(s).

Business Equipment Industry Award 2010 – Technical Stream	Fuji Xerox Australia – Customer Support Organisation Enterprise Agreement 2016
Level 3	Customer Service Representative
Level 4/5	Technical Specialist, System Support Specialist

Improvements and reductions

3.4 Does the agreement contain any terms or conditions of employment that are *more beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?

Yes

No

If you have answered **Yes** to question 3.4—Identify the terms and conditions of the agreement that are **more beneficial** than, or are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

- Clause 19.2 Overtime, is more beneficial than Clause 30.1 (A) of the BEI Award 2010.
- Clause 35 Pay Plan is more beneficial than Clause 20 of the BEI Award 2010.
- Clause 36 Company Vehicles is more beneficial than Clause 22.1 (B) of the BEI Award 2010
- Clause 37 Vehicle Allowance is more beneficial than Clause 22.1 (B) of the BEI Award 2010
- Clause 38.6 LAFHA is more beneficial than Clause 22.1 (H) of the BEI Award 2010

- Clause 38.9 First Aid Allowance is more beneficial than Clause 22.1 © of the BEI Award 2010
- Clause 41.3 Redundancy Payments is more beneficial than Clause Clause 19 of the BEI Award 2010

3.5 Does the agreement contain any terms that are *less beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?

Yes

No

If you have answered **Yes** to question 3.5—Identify the terms and conditions of the agreement that are **less beneficial** and are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

Current clauses in the Agreement that are more beneficial but not conferred by the reference instruments:

- Clause 21 Rostered Day off
- Clause 25 Home visits during training
- Clause 31.1 Examination and Study leave
- Clause 38.4 Sundry Expense Allowance
- Clause 38.5 Central City Loading
- Clause 38.7 LAFHA Remote/Natural Resource Sector
- Clause 38.10 Uniform Allowance
- Clause 38.11 Mobile Phone Allowance
- Clause 38.14 Electrical Licences
- Clause 38.16 Travelling time payment
- Clause 39.2.1 Consultation on change
- Clause 41.2 Voluntary redundancy
- Clause 41.4 Additional payment (redundancy)

Exceptional circumstances (where the agreement fails the better off overall test)

3.6 Do you think that the agreement passes the better off overall test?



Section 193 of the [Fair Work Act 2009](#) sets out when an agreement will pass the better off overall test.

I think the agreement **does pass** the better off overall test

I **don't think the agreement passes** the better off overall test

If the employer considers that the Agreement **does not** pass the better off overall test—Identify any exceptional circumstances that the Commission should consider when deciding whether approving the Agreement would not be contrary to the public interest.



Section 189 of the [Fair Work Act 2009](#) sets out when the Commission may approve an enterprise agreement that does not pass the better off overall test.

Part 4—Statistical information



This information is necessary to enable the Fair Work Commission to comply with its statutory reporting obligations under s.653 of the [Fair Work Act 2009](#).

4.1 What is the primary activity of the employer?



For example music retailer, plumbing contractor, steel fabricator, etc.

Business Equipment

4.2 What states and territories will this agreement be operating in?

- Australian Capital Territory
- New South Wales
- Northern Territory
- Queensland
- South Australia
- Tasmania
- Victoria
- Western Australia

4.3 Please provide the following details about the vote on the agreement:

Demographic group	Number of employees
Female	1
Non-English speaking background	n/a

Demographic group	Number of employees
Aboriginal or Torres Strait Islander	n/a
Disabled	n/a
Part-time	2
Casual	0
Under 21 years of age	1
Over 45 years of age	172

4.4 Please list the full and precise name of all collective agreement(s) (including ID numbers) that covered any employees covered by this agreement immediately prior to the time this agreement was made.

Fuji Xerox Australia – Customer Support Organisation Enterprise Agreement 2011

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature	[Redacted]
Declared at (place)	North Ryde, 101 Watelba Rd, 2113
on (day) of (month) (year)	19/3/2017.

Before me,

Signature of person before whom the declaration is made	[Redacted]
Full name of person before whom declaration is made	ANDREW GAROONIATIS
Qualification of person before whom declaration is made	ACCOUNTANT
Address of person before whom declaration is made	[Redacted]
Suburb	[Redacted]
State or territory	NSW
Postcode	[Redacted]
Phone number	[Redacted]

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years—see section 11 of the *Statutory Declarations Act 1959*.

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959*—see section 5A of the *Statutory Declarations Act 1959*.



A statutory declaration must be made before a **prescribed person**. For a full description of prescribed persons please see the Commission's [Guide—Statutory Declarations](#).

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

Form F17 – Employer’s statutory declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement)

Fair Work Act 2009, s.185; Fair Work Commission Rules 2013, rule 24 and Schedule 1

This is a declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement in accordance with Part 2-4 of the [Fair Work Act 2009](#).

I,

Name	Kathryn Kucelj		
Postal address	Level 4, 8 -10 Napier Street		
Suburb	North Sydney		
State or territory	NSW	Postcode	2060
Occupation	HR Manager		

make the following declaration under the *Statutory Declarations Act 1959*

Part 1 – Preliminary

1.1 What is the name of the employer?

Legal name	NCR Australia Pty Limited
Trading name	NCR Australia Pty Limited

Specify whether the employer is a “designated emergency management body” as defined in s.195A(4) and (5) of the [Fair Work Act 2009](#).

NA

1.2 What is the name of the agreement (write the name exactly as it appears in the title clause of the agreement)?

NCR Australia Field Service Enterprise Agreement 2017

1.3 Are you aware of any other agreement(s) that has been filed or dealt with by the Commission that has identical or substantially identical terms?

Yes

No

If you have answered **Yes** to question 1.3 – specify the name of the identical agreement, the name of the employer covered by the identical agreement, the agreement ID number, the date of the Commission’s decision and the name of the Commission Member who dealt with such agreement.

Agreement: NCR Australia Field Service Enterprise Agreement 2015

Employer: NCR Australia Pty Ltd

ID number: 414749

Date of decision: 14 July 2015

Decision: [2015] FWCA 4711

Member: Commissioner Bull

1.4 Was that agreement approved with undertakings?

- Yes
 No
 Don't know

1.5 Has a scope order, a low paid authorisation or a majority support determination been issued in relation to this agreement?

- Yes
 No

If Yes – Provide the unique print number (PR) and the date the order was made

Print number

Date of order

Part 2 – Requirements for approval**Nominal expiry date****2.1 What is the nominal expiry date of the agreement? Provide the clause number in the agreement that specifies the date.**

Clause number	1.3
Expiry date	31 July 2020

Scope of the agreement**2.2 Does the agreement cover all the employees of the employer (other than senior executives)?**

- Yes
 No

If **No** – what group(s) of employees are covered by the agreement. Explain why you think the Commission should be satisfied that this group(s) was fairly chosen. If appropriate, describe any geographical, operational or organisational qualities that make the group(s) distinct.

All Full-Time and Part-Time Employees employed as NCR Services Customer Engineers and Installation Technicians nationally. This group of employees has been fairly selected on the basis that NCR has never and does not employ casual Customer Engineers or Installation Technicians.

2.3 Did the employer take all reasonable steps to give notice of their right to be represented by a bargaining representative to each employee who will be covered by the agreement?

- Yes – please attach a copy of the notice given to employees
 No

On 30 March 2017 Ms Kucelj emailed the Notice of Employee Representational Rights to all employees eligible to vote for the approval of the enterprise agreement. A copy of that notice is attached as **Attachment A**.

On 11 April 2017 it came to Ms Kucelj's attention that a group of employees had not been emailed the Notice because they were new starters and had not been added to Ms Kucelj's mailing list.

On 12 April 2017 Ms Kucelj emailed the new version of the Notice of Employee Representational Rights to that group of employees who had not been included in the initial group. A copy of that notice is attached as **Attachment B**.

Agreement genuinely approved

2.4 What steps were taken by the employer and on what date were they taken to ensure that the relevant employees were either:

- a. given a copy of the written text of the agreement and any other material incorporated by reference into the agreement (must be provided during the 7 days before the start of the voting process), or
- b. had access to the above materials (must have access throughout the whole 7 day period)?

Describe the steps taken

Date

Written text of agreement was distributed by email

14 October 2017

2.5 When did you notify the relevant employees of the date and place at which the vote was to occur and the voting method to be used?

Employees were notified by letter that was emailed to employees on 13 October 2017.

2.6 What steps were taken by the employer to explain the terms of the agreement, and the effect of those terms, to the relevant employees?

Q&A sessions were held by teleconference:

- 18 October 2017 at 8am and 11.30am EST; and
- 19 October 2017 at 12.30pm EST.

All employees were invited to participate in the Q&A sessions if they were interested and ask any questions that they might have had about the enterprise agreement. Clarification of the clauses in the enterprise agreement document was also provided by Tim Walker during these Q&A sessions.

Where no questions were asked during the Q&A sessions, Tim Walker recapped information shared in previous sessions.

2.7 When you explained the terms of the agreement to the employees, what did you do to take into account the particular circumstances and needs of the relevant employees?

At the end of each Q&A session, attendees were again invited to raise any additional questions that they may have, or if they wished to ask any specific questions on a one-on-one basis, that they could contact, Tim Walker, Kathryn or their Field Services Manager.

2.8 Please provide the following dates

See sections 173, 181, 181(2) and 182 of the [Fair Work Act 2009](#).

Event	Date
The date of notification time (that is, either the date that the employer initiates or agrees to bargain or the date of a majority support determination, scope order or low paid authorisation).	30 March 2017
The date of the last notice of representational rights given to an employee who will be covered by the agreement.	12 April 2017
The date voting for the agreement commenced (voting commences on the first date that an employee is able to cast a vote).	22 October 2017
The date that the agreement was made (that is, the date on which the voting process by which the employees approved the agreement concluded).	25 October 2017

2.9 Is the agreement lodged within 14 calendar days of the date the agreement was made?

Yes

No

If you have answered **No** to question 2.9 – Please provide details of the circumstances the Commission should take in to account in deciding if it is fair to extend the time for lodging this application.

2.10 Please provide the following details about the vote on the agreement:

How many employees will be covered by the agreement?	163
How many employees cast a valid vote?	134
How many employees voted to approve the agreement?	101

Interaction with the National Employment Standards**2.11 List any terms of the agreement that exclude in whole, or in part, the National Employment Standards?**

N/A

2.12 List any terms of the agreement that are detrimental to an employee in any respect when compared to the National Employment Standards.

N/A

Right of entry**2.13 Does the agreement contain any terms that deal with the rights of officials or employees of employee organisations to enter the employer's premises?**

Yes

No

If you have answered **Yes** to question 2.13 – Please identify the clauses in the agreement dealing with right of entry.

N/A

Unlawful terms

2.14 Does the agreement contain any of the following:

- discriminatory terms – s186(4), s194(a), s195
- objectionable terms – s12, s186(4), s194(b)
- terms dealing with employee rights in relation to unfair dismissal – s186(4), s194(c)-(d)
- designated outworkers terms – s186(4)
- terms that deal with the taking of industrial action that are inconsistent with Part 3-3 of Chapter 3 of the *Fair Work Act 2009* – s186(4), s194(a)
- a term that does not comply with the superannuation contribution requirements for default fund employees – s194(h)
- objectionable emergency management terms – s195A

If you have selected any of the above please identify the relevant terms of the agreement.

N/A

Required terms

2.15 Please provide the clause numbers in the agreement for these required terms:

Dispute resolution procedure – s186(6)	Clause 32 and Schedule B
Flexibility term – s202(1), s203	Clause 34 and Schedule D
Consultation term – s205(1) s205(1A)	Clause 35 and Schedule E

Particular types of workers

2.16 Can shift workers be employed under the agreement?

- Yes
- No – Go to question 2.17

Please identify the clause(s) in the agreement that define shift workers for the purpose of the NES.

Clause 9.7

Please advise if the agreement provides for an additional week of annual leave for shift workers and identify the relevant clause(s) number of the agreement.

Yes, this is also contained in clause 9.7.

2.17 Does the agreement?

- cover any pieceworkers – s197
- cover any outworkers – s200

- contain terms for school based apprentices or trainees that provide for loadings in lieu of paid leave – s199

Part 3 – Better off overall test

Reference instruments

- 3.1 List the modern award(s), if any, that currently cover the employer and any of the employees covered by this agreement.**

Business Equipment Award 2010

- 3.2 List the pre-reform award(s) or NAPSA(s) that covered the employer and any of the employees covered by this agreement as at 31 December 2009.**

Business Equipment Industry Award (Technical Services) Award 1999 (Cth)

Business Equipment Maintenance (State) Award (NSW)

Translating classifications

- 3.3 Are any of the classifications in the agreement different from the classifications in any of the reference instrument(s) listed in questions 3.1 and 3.2?**

Yes

No

Please see **Attachment C**.

If you have answered **Yes** to question 3.3 – Please attach a table that identifies how the classifications in the agreement relate to the classifications in the reference instrument(s).

Improvements and reductions

- 3.4 Does the agreement contain any terms or conditions of employment that are more beneficial than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?**

Yes

No

If you have answered **Yes** to question 3.4 – Identify the terms and conditions of the agreement that are **more beneficial** than, or are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

Please refer to **Attachment C**

- 3.5 Does the agreement contain any terms that are *less beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 and/or does the agreement confer any entitlements that are not conferred by those reference instruments?**

Yes

No

If you have answered **Yes** to question 3.5 – Identify the terms and conditions of the agreement that are **less beneficial** and are **not conferred** by the reference instruments. Your answer should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected.

Please refer to **Attachment C**

Exceptional circumstances (where the agreement fails the better off overall test)

3.6 Do you think that the agreement passes the better off overall test?

I think the agreement **does pass** the better off overall test

I **don't think the agreement passes** the better off overall test

If the employer considers that the Agreement **does not** pass the better off overall test – Identify any exceptional circumstances that the Commission should consider when deciding whether approving the Agreement would not be contrary to the public interest.

Part 4 – Statistical information

This information is necessary for the Commission to assess whether the employer took all reasonable steps to ensure that the terms of the agreement, and the effect of those terms, are explained to the relevant employees and the explanation is provided in an appropriate manner taking into account the particular circumstances and needs of the relevant employees, for example:

- (a) employees from culturally and linguistically diverse backgrounds;
- (b) young employees;
- (c) employees who did not have a bargaining representative for the agreement. (s 180 (5) & (6) of the Fair Work Act 2009).

In addition, this information is collected to enable the General Manager of the Fair Work Commission to comply with the statutory reporting obligations in s.653 of the [Fair Work Act 2009](#) and to be provided to the Department of Employment for inclusion in the Department's Workplace Agreements Database.

4.1 What is the primary activity of the employer?

For example music retailer, plumbing contractor, steel fabricator, etc.

Business Equipment Installation and Maintenance

4.2 What states and territories will this agreement be operating in?

Australian Capital Territory

New South Wales

Northern Territory

Queensland

South Australia

Tasmania

Victoria

Western Australia

4.3 Of the employees covered by this agreement, how many employees are in the following demographic groups?

Demographic group	Number of employees
Female	1
Non-English speaking background	34
Aboriginal or Torres Strait Islander	0

Demographic group	Number of employees
Disabled	0
Part-time	0
Casual	0
Under 21 years of age	1
Over 45 years of age	82

4.4 Please list the full and precise name of all collective agreement(s) (including ID numbers) that covered any employees covered by this agreement immediately prior to the time this agreement was made.

NCR Australia Field Service Agreement 2015

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Signature of person making the declaration

Signature	[REDACTED]
Declared at (place)	Le [REDACTED] Sydney, NSW
on (day) of (month) (year)	Thursday 2 of November 2017

Before me,

Signature of person before whom the declaration is made	[REDACTED]
Full name of person before whom declaration is made	ZOE JEAN MCQUILLAN
Qualification of person before whom declaration is made	SOLICITOR
Address of person before whom declaration is made	[REDACTED]
Suburb	[REDACTED]
State or territory	NSW
Postcode	[REDACTED]
Phone number	[REDACTED]

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment of which is imprisonment for a term of 4 years – see section 11 of the *Statutory Declarations Act 1959*.

Note 2: A statutory declaration must be made before a **prescribed person**. For a full description of prescribed persons please see the Commission's [Guide – Statutory Declarations](#).

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

ATTACHMENT

A

Schedule 2.1 Notice of employee representational rights

(regulation 2.05)

Fair Work Act 2009, subsection 174 (6)

NCR Australia Pty Limited gives notice that it is bargaining in relation to an enterprise agreement (*NCR Australia Field Service Enterprise Agreement 2017*) which is proposed to cover employees that are full-time and part-time employees engaged by *NCR Australia Pty Limited* as *NCR Services Customer Engineers or Installation Technicians based in Australia*.

What is an enterprise agreement?

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Commission.

If you are an employee who would be covered by the proposed agreement:

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Commission about bargaining for the agreement.

You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you are a member of a union that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, your union will be your bargaining representative for the agreement unless you appoint another person as your representative or you revoke the union's status as your representative.

Questions?

If you have any questions about this notice or about enterprise bargaining, please speak to either your employer, bargaining representative, go to www.fairwork.gov.au, or contact the Fair Work Commission Infoline on 1300 799 675.

ATTACHMENT

B

Schedule 2.1—Notice of employee representational rights

(regulation 2.05)

Fair Work Act 2009, subsection 174(1A)

NCR Australia Pty Limited gives notice that it is bargaining in relation to an enterprise agreement (*NCR Australia Field Service Enterprise Agreement 2017*) which is proposed to cover employees that are full-time and part-time employees engaged by NCR Australia Pty Limited as NCR Services Customer Engineers or Installation Technicians based in Australia.

What is an enterprise agreement?

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Commission.

If you are an employee who would be covered by the proposed agreement:

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Commission about bargaining for the agreement.

You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you are a member of a union that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, your union will be your bargaining representative for the agreement unless you appoint another person as your representative or you revoke the union's status as your representative.

Questions?

If you have any questions about this notice or about enterprise bargaining, please speak to your employer or bargaining representative, or contact the Fair Work Ombudsman or the Fair Work Commission.

**Form F17 Employer's Declaration in Support of Application for Approval
of Enterprise Agreement**

IN FAIR WORK AUSTRALIA

FWA Matter No.:

[Insert FWA matter number appearing on the main application form, if known.]

Applicant: *Konica Minolta Business Solutions Australia Pty Limited*

**EMPLOYER'S DECLARATION IN SUPPORT OF APPLICATION FOR APPROVAL
OF ENTERPRISE AGREEMENT**

Fair Work Act 2009—s.185

Note: This declaration must be made by an officer or employee of the employer.

I, Martin Bowen, Human Resources Manager for Konica Minolta Business Solutions Australia Pty Limited of 4 Drake Avenue, Macquarie Park NSW 2113, make the following declaration under the Statutory Declarations Act 1959:

Part 1: Preliminary

1.1 Full and precise name of Agreement:

Konica Minolta Field Service Enterprise Agreement 2012

1.2 Legal name of Employer:

Konica Minolta Business Solutions Australia Pty Limited

1.3 Trading name of Employer (if different):

Not Applicable

1.4 Are you aware of other agreement(s) in identical or substantially identical terms having been dealt with by FWA?

Yes
 No

If "Yes", please provide information that would assist in identifying such agreement(s) (e.g. identification number and date of FWA's decision, the name of such agreement, the name of the member of FWA who dealt with such agreement or the name of the employer covered by such agreement):

Not Applicable

1.5 Has a scope order or a low-paid authorisation been issued in relation to the Agreement?

Yes
 No

If "Yes", please provide the unique print number and date of the order:

Not Applicable

Part 2: Requirements for approval

Nominal Expiry Date (s.186(5))

- 2.1 What is the nominal expiry date of the Agreement and the clause number of the clause that specifies that date: (s.186(5))?

The Nominal expiry date for the agreement is 30 June 2014, 12 months on from the last wage increase. The nominal expiry date was inadvertently not set out in the written terms of the Agreement.

A signed undertaking which would rectify this omission is attached at 'annexure A'.

Scope of the Agreement (s.186(3) and (3A))

- 2.2 Does the Agreement cover all employees of the Employer (other than senior executives)?

Yes
 No

- 2.3 If "No", specify the group(s) of employees covered by the Agreement and how FWA can be satisfied that such group(s) were fairly chosen, including, if appropriate, by reference to the geographical, operational or organisational distinctness of such group(s): (s.186(3) and (3A)):

The Agreement specifically covers a field-based technical group who install, troubleshoot and service the Company's products for customers. They are distinct from other groups within the Company by virtue of the competencies they need to develop and maintain and the conditions of employment that are unique to their field-based mode of working.

This Agreement does not cover management and administrative staff.

Agreement Genuinely Approved - (s.186(2)(a), s.188, s.180(2), (3) and (5), s.181)

- 2.4 Did the employer take all reasonable steps to give notice of the right to be represented by a bargaining representative to each employee who will be covered by the Agreement as required by s. 173?

Yes
 No

If "Yes", please attach a copy of the notice given to employees and explain the steps taken:

The Company notified employees in group meetings at the beginning of the Enterprise Agreement bargaining process of their right to be represented by a bargaining agent. The formal 'Notice of Representational Rights' was provided via email to the relevant employee group on 4 June 2010 and posted on the Company's "Service Engineer Enterprise Agreement Intranet page". It was available for review from this date on.

The notice of representational rights is attached and marked 'annexure B.'

- 2.5 Please specify the steps taken by the employer to ensure that the relevant employees were given, or had access to, the written text of the Agreement and any other material incorporated by reference into the Agreement during the 7 day period ending immediately before the start of the voting process (s.180(2)(a)):

On Friday 8 June 2012, the Company sent an email to the relevant employees notifying them of the "Commencement of Access Period for Approval of Enterprise Agreement" and explaining that a copy of the agreement could be accessed on the Company intranet. The Agreement was posted on the Company intranet and available for relevant employees to review from this date on.

- 2.6 Please specify the steps taken by the employer (including the date of each such step) to notify all relevant employees of the time and place at which the vote was to occur and the voting method to be used (s.180(3)):

In an email sent to employees on 8 June 2012 employees were informed that the vote was to be held on or shortly after 20 June 2012 by way of ballot, in the respective branch locations. A subsequent email confirming the ballot would be held on the morning of 21 June 2012 (closing at 10.30am) was provided to employees on 18 June 2012.

- 2.7 Please specify the steps taken by the employer to explain the terms of the Agreement, and the effect of those terms, to relevant employees (s.180(5)):

The Agreement was negotiated over a significant period of time (more than 2 years). Throughout this period management provided numerous presentations regarding the proposed terms of the agreement to employees at sites in various States around the country. Employee representatives were also provided time to explain the terms of the agreement to employees.

On the 8th of June 2012 employees were provided with a summary of the final terms of the Agreement and encouraged to contact relevant personnel if they had any questions regarding the Agreement.

- 2.8 Please provide the following dates:

Date on which the last notice of representational rights was given to an employee who will be covered by the Agreement (s.181(2)):	4 June 2010
Date on which voting for the Agreement commenced (voting commences on the first day that an employee is able to cast a vote — see s.181):	21 June 2012
Date on which the Agreement was made (that is, the date on which the voting process by which employees approved the agreement concluded — see s.182):	21 June 2012

If the date on which the Agreement was made is more than 14 days before the date on which application for approval of the Agreement was lodged, please provide details of the circumstances which FWA should take into account in deciding if it is fair to extend the time for lodging the application (s.185(3)(b)):

The Agreement was lodged late partly due to complexities associated with accurately completing this form and the need to obtain professional assistance.

The Agreement provides for significant benefits for employees. This includes significant rate increases and a significant amount of 'back pay'.

Employees will not be prejudiced by the delay.

There has been no change in the composition in our workforce therefore there is no effect on the valid majority.

The Agreement is not lodged significantly outside the relevant time frame.

2.9 Please provide the following details of the vote on the Agreement:

Number of employees who will be covered by the Agreement:	132
Number of employees who cast a valid vote:	129
Number of employees who voted to approve the Agreement:	79

Interaction with National Employment Standards (s.186(2)(c))

2.10 Please list any terms of the Agreement that exclude in whole, or in part, the National Employment Standards:

There are no terms in the Enterprise Agreement that exclude the NES.

2.11 Please identify any terms of the Agreement that are detrimental to an employee in any respect when compared to the National Employment Standards:

There are no terms in the Enterprise Agreement that are detrimental to an employee in any respect when compared to the NES.

Unlawful Terms (s.186(4))

2.12 Does the Agreement contain any terms that deal with the rights of officials or employees of employee organisations to enter the employer's premises? (s.186(4) and s.194(f) and (g))

Yes
 No

If "Yes", please specify the term(s):

Not Applicable

2.13 Does the Agreement contain any:

- discriminatory terms? (s.186(4) and s.194(a), s.195);
- objectionable terms? (s.186(4) and s.194(b), definition in s.12);

- terms that deal with the rights of employees in relation to unfair dismissal? (s.186(4) and s.194(c) and (d));
- terms that deal with the taking of industrial action that are inconsistent with Part 3-3 of Chapter 3 of the Act? (s.186(4) and s.194(e)); or
- designated outworker terms? (s.186(4A))

Yes
 No

Required terms

2.14 Please specify the clause number of the following required terms:

Dispute Resolution Procedure (s.186(6)):	Clause 11
Flexibility Term (s.202(1), s.203):	Clause 10
Consultation Term (s.205(1)):	Clauses 8 and 9

Particular types of workers

2.15 Does the Agreement cover any shiftworkers? (s.196)

Yes
 No

If "Yes", please identify the clause, if any, that defines or describes an employee as a shiftworker for the purposes of the National Employment Standards:

Not Applicable

2.16 Does the Agreement:

- cover any pieceworkers (s.197); or
- contain terms providing for school-based apprentices or trainees to receive loadings in lieu of paid leave (s.198); or
- cover any outworkers (s.200)?

Yes
 No

If "Yes", please identify the relevant clause(s):

Not Applicable

Part 3: Better Off Overall Test

[FWA must apply the better off overall test to the agreement by reference to relevant instrument(s): see s.193 of the Fair Work Act 2009 and item 18 in Schedule 7 to the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009.

It is essential that you set out the names of any modern award(s) or award-based transitional instrument(s) — typically pre-reform award(s) or NAPSAs — accurately in full and include the "MA", "AP" or "AN" number of each such instrument. These numbers can be located via a title search on the "Find an award" search facility at:

<http://www.fwa.gov.au/index.cfm?pagename=awardsfind>.

Under the legislative scheme an award will not apply to employees if a statutory collective agreement is in place. However, an award that would apply in the absence of such an agreement will still cover those employees.]

Reference instrument(s)

3.1 Relevant modern award(s)

List the modern award(s), if any, that currently cover the employer in relation to any employees covered by this Agreement:

Business Equipment Award 2010 – MA000021

3.2 Relevant pre-reform award(s)/NAPSA(s)

List the pre-reform award(s) or NAPSA(s), if any, that covered the employer in relation to any employees covered by this Agreement as at 31 December 2009:

Business Equipment Industry – Technical Services Award 1999.

Translating classifications

3.3 If the classifications in the Agreement are different from the classifications in any of the reference instrument(s) listed in questions 3.1 and 3.2, please attach a table that identifies how classifications in the Agreement relate to classifications in the reference instrument(s).

The classification structure is outlined in Appendix A of the Agreement.

The classification structure differs from that contained in the Award. The lowest classification in the Agreement has higher rate of pay than that applicable to the highest classification under the Award.

Additional information can be provided to Fair Work Australia if requested.

Improvements/reductions

3.4 Does the Agreement contain any terms or conditions of employment that are *more beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 or does the Agreement confer any entitlements that are not conferred by those reference instrument(s)?

- Yes
 No

3.5 If "Yes", identify the terms and conditions in the Agreement that:

- (a) are more beneficial than the reference instrument(s),
(b) are not conferred by the reference instrument(s),

together with the employees affected and the relevant terms of the reference instrument(s):

The key provisions are as follows;

Agreement Clause	Award Clause
Clause 14: Pay Plan and Appendix A: Career Path Competency Matrix <i>Employee's are paid well above the</i>	Clause 20: Classifications and Adult Rates

<i>Award</i>	
Clause 16: Entitlement to Cash Out Annual Leave	No equivalent entitlement
Clause 19: Redundancy and Appendix B <i>The redundancy entitlement is well above the NES</i>	Clause 19
Clause 22: Allowances <i>Technical Advisor Allowance (\$2, 500 – 5, 000 pa) and Walking Allowance (\$10, 000 pa)</i>	No equivalent entitlement
Clause 23: Expenses and Appendix D <i>Employees are provided with a daily limit of \$75 for meal reimbursement whilst travelling</i>	Clause 22.2(h): LAFHA Daily limit of \$60.20
Clause 25: Uniform	No equivalent entitlement

Additional information can be provided if necessary.

- 3.6 Does the Agreement contain any terms or conditions of employment that are *less beneficial* than equivalent terms and conditions in the reference instrument(s) listed in questions 3.1 and 3.2 or do those reference instrument(s) confer any entitlements that are not conferred by the Agreement?

Yes
 No

- 3.7 If "Yes", identify the terms and conditions in the reference instrument(s) that:

- (a) are more beneficial than the Agreement; or
(b) are not conferred by the Agreement,

together with the employees affected and, in the case of (a), the relevant terms of the Agreement:

Not Applicable

Exceptional circumstances (agreement fails the better off overall test)

- 3.8 If the employer considers that the Agreement does not pass the better off overall test as set out at s.193 of the *Fair Work Act 2009* (and, possibly, item 18 of Schedule 7 to the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*), identify any exceptional circumstances that FWA should consider when deciding whether approving the Agreement would not be contrary to the public interest (s. 189):

This Agreement does not fail the better off overall test.

Part 4: Statistical information

Note: The information in this part is necessary to enable Fair Work Australia to comply with its statutory reporting obligations.

- 4.1 Of the employees covered by the Agreement, how many employees are in the following demographic groups?

Group	Number of employees within group
Female	0

Group	Number of employees within group
Non-English speaking background	Not known
Aboriginal or Torres Strait Islander	Not known
Disabled	0
Part-time	0
Casual	0
Under 21 years of age	0
Over 45 years of age (mature age)	51

4.2 In what State/Territory will the Agreement be in operation?
 [Mark all applicable boxes with an "X"]

ACT [x] NSW [x] NT [] Qld [x] SA [x] Tas [] Vic [x] WA [x]

4.3 Please list the full and precise name of all collective agreements (including any ID number, if known,) that covered any employees covered by this Agreement immediately prior to the time this Agreement was made:
Konica Minolta Business Solutions Australia Pty Limited Technical Services Enterprise Agreement 2005

**AG840947
 PR959658**

4.4 What is the primary activity of the employer?

Sales and service of business equipment

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

M Bowen

[Signature of person making the declaration.]

Declared at: *4 Drake Avenue, Macquarie Park*
 [place]

On: *23 July 2012*
 [date]

Before me:

[Signature of person before whom the declaration is made.]

Elizabeth Parsons

Elizabeth Sophie Parsons

[Set out the witness' full name, qualification to witness a statutory declaration and address (all in printed letters). Note: A statutory declaration must be made before a "prescribed person": s.8, *Statutory Declarations Act 1959* (Cth). For a full description of prescribed persons, go to fwa.gov.au/index.cfm?pagename=resourcefactsstatdecs.]

Please provide your contact details for any future inquiries related to this declaration:

Name:	Martin Bowen, Human Resources Manager, Konica Minolta		
Address:	Konica Minolta House, 4 Drake Avenue		
Suburb:	Macquarie Park	State: NSW	Postcode: 2113
Telephone:	02 8026 2500	Mobile:	[REDACTED]
Fax:	02 8026 3500	Email:	[REDACTED]



KONICA MINOLTA

Notice of Employee Representational Rights

In accordance with *Fair Work Act 2009*, subsection 174 (6) and *Fair Work Regulations*, Regulation 2.05:

Konica Minolta Business Solutions Australia Pty Ltd gives notice that it is bargaining in relation to an enterprise agreement which is proposed to cover employees of Konica Minolta Business Solutions Pty Ltd engaged as field-based Service Engineers in the employer's operations in Australia.

What is an enterprise agreement?

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Australia.

If you are an employee who would be covered by the proposed agreement:

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Australia about bargaining for the agreement.

You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you are a member of a union that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, your union will be your bargaining representative for the agreement unless you appoint another person as your representative or you revoke the union's status as your representative.

If you are an employee covered by an individual agreement:

If you are currently covered by an Australian Workplace Agreement (AWA), individual transitional employment agreement (ITEA) or a preserved individual State agreement, you may appoint a bargaining representative for the enterprise agreement if:

- the nominal expiry date of your existing agreement has passed; or
- a conditional termination of your existing agreement has been made (this is an agreement made between you and your employer providing that if the enterprise agreement is approved, it will apply to you and your individual agreement will terminate).

Questions?

If you have any questions about this notice or about enterprise bargaining, please speak to either your employer, bargaining representative, go to www.fairwork.gov.au, or contact the Fair Work Australia Infoline on 13 13 94.