



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Programmed Industrial Maintenance Pty Ltd

(AG2024/744)

PROGRAMMED INDUSTRIAL MAINTENANCE FISHERMAN ISLANDS (PATRICK) SITE MAINTENANCE ENTERPRISE AGREEMENT 2024

Stevedoring industry

COMMISSIONER DURHAM

BRISBANE, 2 APRIL 2024

Application for approval of the Programmed Industrial Maintenance Fisherman Islands (Patrick) Site Maintenance Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the Programmed Industrial Maintenance Fisherman Islands (Patrick) Site Maintenance Enterprise Agreement 2024 (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Programmed Industrial Maintenance Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement does not contain a model consultation term compliant with the Act. Pursuant to section 205(2) of the Act, the model consultation term prescribed by the Fair Work Regulations 2009 is taken to be a term of the Agreement.

[4] On 25 March 2024, the Applicant filed an amended version of the agreement as the agreement lodged contained a typographical error at clause 16.3(a)(i)(vi). I am satisfied that the corrections should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[5] The Maritime Union of Australia Division of the Construction, Forestry and Maritime Employees Union (**CFMEU-MUA**) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the CFMEU-MUA.

[6] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 1 January 2027.



COMMISSIONER

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PROGRAMMED INDUSTRIAL MAINTENANCE
FISHERMAN ISLANDS (PATRICK)
SITE MAINTENANCE ENTERPRISE AGREEMENT
2024

PART A PRELIMINARY

1. TITLE

- 1.1. This Agreement shall be referred to as the Programmed Industrial Maintenance Fisherman Islands (Patrick) Site Maintenance Enterprise Agreement 2024.

2. ARRANGMENT

PART A	PRELIMINARY	2
1.	TITLE.....	2
2.	ARRANGMENT	2
3.	PREAMBLE	4
4.	SCOPE AND APPLICATION.....	4
5.	PARTIES BOUND	5
6.	DEFINITIONS	5
7.	PERIOD OF OPERATION	6
8.	RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS	6
9.	NO FURTHER CLAIMS	6
PART B	TERMS AND CONDITIONS OF EMPLOYMENT	6
10.	EMPLOYMENT CATEGORIES	6
11.	TERMINATION OF EMPLOYMENT	8
12.	PERFORMANCE AND DISCIPLINARY PROCEDURE.....	10
13.	SETTLEMENT OF DISPUTES AND GRIEVANCES.....	11
14.	SAFETY DISPUTES	12
15.	REDUNDANCY	13
PART C	PAY AND CLASSIFICATIONS	13
16.	ANNUALISED SALARY	13
17.	CLASSIFICATION DEFINITIONS	16
PART D	WORK PATTERNS.....	17
18.	HOURS OF WORK.....	17
19.	OVERTIME.....	19
PART E	PUBLIC HOLIDAYS & LEAVE	21
20.	PUBLIC HOLIDAYS.....	21
21.	ANNUAL LEAVE AND LONG SERVICE LEAVE	21
22.	DAYS IN LIEU.....	23
23.	PERSONAL LEAVE.....	24
24.	PARENTAL LEAVE.....	25

PART F	CONSULTATION AND UNION/ COMPANY RELATIONSHIP	25
25.	GENERAL RELATIONSHIPS	25
26.	WORK PRACTICES	25
27.	INTRODUCTION OF CHANGE	26
28.	EMPLOYEE CONCERNS AND REPRESENTATON.....	27
PART G	OTHER CONDITIONS	30
29.	SUPERANNUATION	30
30.	PROTECTIVE CLOTHING	31
31.	TOOLS	31
32.	TRAINING	32
33.	JURY SERVICE.....	32
34.	WORKERS COMPENSATION MAKE UP PAY	32
35.	SAFETY TRAINING	32
36.	DRUGS AND ALCOHOL	32
37.	COMPANY POLICIES.....	33
38.	UNION MEMBERSHIP	33
39.	INCOME PROTECTION	33
40.	FLEXIBILITY CLAUSE	34
41.	SIGNATORIES	35
	APPENDIX A - ROSTERS	36
	APPENDIX B – GUARANTEED WAGE EMPLOYEES (GWE).....	38

3. PREAMBLE

- 3.1. The parties to this Agreement acknowledge The Company as a maintenance and services provider to Patrick Stevedores and Associated Group companies. This Agreement will provide an employment framework for the development of a flexible and efficient workforce that is focused on delivering a world-class maintenance service.
- 3.2. The parties to this Agreement are committed to promoting an environment, which encourages continuous performance improvement and innovative work practices. It works under a human resources philosophy based ethical conduct, mutual trust and teamwork. During the life of this Agreement the Company will develop with its Employees and their representatives, processes and procedures which will establish the Company as a quality Company with a quality workforce. Some areas to be developed within the scope of this Agreement include:
 - 3.3. Employee Health and Safety
 - a) The Company places the highest priority on Employee health and safety and will introduce best practice health and safety performance and systems to its sites.
 - 3.4. Consultation and Teamwork
 - a) The Company is committed to ensuring that its Employees are well informed of the Company's activities and that a team approach to work and problem solving is developed between Employees and site management.
 - 3.5. Training and Employee Development
 - a) The development of the Company's Employees in technical and higher level management and supervisory skills is important to the approach taken by the Company in the management of work on the site. The Company will introduce Employee development processes in consultation with site Employee representation to ensure that the quality of the workforce and the service it provides is maximised.
 - 3.6. Performance and Quality
 - 3.7. The Company will work with its Employees and their representatives to introduce a structured approach to Continuous Improvement Process (CIP). This program will concentrate on quality, improving job procedures and addressing poor plant performance and work methods.
 - 3.8. Issues and Grievances
 - a) It is the objective of the parties that issues and grievances be resolved as far as practicable by those who are directly involved in the matter. The parties are committed to ensuring that procedures set out in clauses 13 and 14 are followed in the spirit as well as the letter.

4. SCOPE AND APPLICATION

- 4.1. This Agreement applies to the Employer, the Employees and, pursuant to clause s 183 of the Act, the Union
- 4.2. The terms and conditions and rates of pay contained in this Agreement shall apply to Employees of the Company working in one of the classification definitions of clause 17 of this Agreement, in maritime maintenance or maintenance related servicing activities at the Patrick Terminal, Fisherman Islands Port of Brisbane, Queensland.

- 4.3. For the avoidance of doubt, this Agreement does not apply to the Employer and Employees for work that is Building Work.
- 4.4. All Employees who have Patrick Fisherman Islands as their primary place of assignment may be relocated to any other site in the event of circumstances that prevent their utilization at their primary place of work. Such Employees shall not be relocated whilst ever there are casual Employees or Contractors engaged by the Company in the same Classifications.

5. PARTIES BOUND

- 5.1. The parties to this Agreement shall be:
 - a) The Company and its Employees who are engaged to perform the functions of Maintenance Tradesperson and Maintenance Worker as defined in this Agreement,
 - b) The Maritime Union of Australia, A Division of Construction, Forestry, Maritime Employees Union.

6. DEFINITIONS

- 6.1. The definitions are:
 - a) The Act is the Fair Work Act 2009 as amended from time to time.
 - b) FWC is the Fair Work Commission.
 - c) Award is the Stevedoring Industry Award 2020 [MA000053]
 - d) Building Work has the same meaning as “building work” in the *Code for the Tendering and Performance of Building Work* 2016 (as amended from time to time).
 - e) NES is the National Employment Standards as amended from time to time.
 - f) Company (Employer) means Programmed Industrial Maintenance Pty Ltd.
 - g) Employee means a person engaged by the Company to carry out maintenance and services work and who performs the function defined in clause 17 of this Agreement.
 - h) Unions mean the Unions party to the Agreement.
 - i) Maintenance and Services Work means the maintenance repair work where such work is performed by maintenance tradespersons or maintenance workers in relation to any vehicles, mechanical and/or electrical equipment, material or facilities in maritime maintenance and service provision.
 - j) Branch means a branch of the Union party to the Agreement.
 - k) Immediate family of a person means:
 - i) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or
 - ii) A child, parent, grandparent, grandchild, or sibling of a spouse or de facto partner of the person.

7. PERIOD OF OPERATION

- 7.1. This Agreement will operate 7 days from the date the FWC approves the Agreement and shall remain in force until 1st January 2027.
- 7.2. The parties will commence discussions no later than 6 months prior to the nominal expiry date of this Agreement with a view to reviewing and negotiating the terms and conditions of the Agreement.

8. RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS

- 8.1. This Agreement incorporates the terms of the Stevedoring Industry Award 2020 and the Stevedoring Industry (Long Service Leave) Award 1992. In the event of any inconsistency, this Agreement shall take precedence over the terms of these Awards, but only to the extent of that inconsistency and only for the period that this Agreement remains in force.
- 8.2. In the event of an inconsistency between the terms of this Agreement and the NES, where the NES provides a greater benefit to the employee, the NES will apply to the extent of the inconsistency.

9. NO FURTHER CLAIMS

- 9.1. The parties agree that for the term of this Agreement as set out in clause 7 above, there will be no further claims in relation to rates and conditions of employment on Company sites.

PART B TERMS AND CONDITIONS OF EMPLOYMENT

10. EMPLOYMENT CATEGORIES

10.1. Probationary Employment

- a) A weekly Employee will initially be offered employment by the Company as a probationary Employee. The probationary period shall be 3 months from the date of commencement of employment with the Company.
- b) During the period of probation, the Employee will be assessed against the criteria for the position and will either be offered a full time position, be terminated in accordance with the provisions of clause 11 of this Agreement, or have the probationary period extended by no more than a further 3 month period.
- c) The assessment procedure shall be open and fair and provide the opportunity for the Employee to raise issues with management for issues, which may arise from the assessment.

10.2. Weekly Full time Employment

- a) Any Employee not specifically engaged as a casual Employee shall be deemed to be engaged as a weekly Employee.

10.3. Casual Employment

- a) The parties to this Agreement acknowledge the unpredictable nature of the industry and as such The Company shall use its best endeavours to provide casual Employees with at least 8 hours' notice of cancellation of the shift. In the event that 8 hours is not given payment shall be made for the shift so allocated.
- b) Casual Employees are not subject to any redundancy arrangements or severance. A casual Employee shall be engaged to meet the short term or temporary needs of the work. A casual Employee shall be engaged on an hourly basis and shall be paid for each hour worked at the rates set out in clause 16.3b)i) for casual Employees for the work that he or she performs.
- c) Casual Employees engaged to backfill for an absence of a permanent Employee shall be engaged for a full shift. A casual Employee called in to assist with an unplanned overload of work or to undertake a specific task shall be paid a minimum of 8 hours. A casual Employee performing training shall be paid a minimum of 4 hours.
- d) Casual Employees shall be given or shall give, as the case may be, 1 hours' notice of termination of employment. No other termination payments will be made except for the notice period of 1 hour referred to herein.
- e) The rates set out in clause 16.3b)i) comprehend the 25% casual loading referred to in the Stevedoring Industry Award 2020. Clauses in this Agreement and in the Award relating to overtime, annual leave, sick leave, public holidays, compassionate leave, parental leave, long service leave and jury service do not apply to casual Employees.
- f) This provision will not be applicable to short term project work that may be undertaken by the Company on site. In these circumstances the Company will provide advance notification of any pending project work (3 weeks) and the projected time frame.
- g) Any disagreement as to the application of this provision will be dealt with by the parties in accordance with the clause 13 settlement of disputes and grievances of this Agreement.
- h) Casual employees are entitled to the applicable NES provisions including unpaid leave.

10.4. Guaranteed Wage Employees (GWE)

- a) An Employee may be engaged as a Guaranteed Wage Employee (GWE) in accordance with the terms of Appendix B of this Agreement.
- b) The engagement of GWE is primarily for leave coverage and shall not result in a reduction in the weekly full-time employment.

10.5. Supplementary Labour

- a) The Company may be required to supplement the workforce with additional weekly hire Employees from within the operations of the Company. Should the occasion arise, the rates and conditions to apply are set out in clause 16.3b)i).

10.6. Performance of Work

- a) The Company shall have the discretion to determine the placement of Employees to particular functions on an individual basis at the start of and throughout the course of any day or shift. An Employee shall perform such work under the Agreement, and which is within the skills, training and abilities of the Employee, as the Company from time to time may reasonably require, provided that an Employee is competent to perform the

designated task. Any disagreement pertaining to the application of this clause shall be dealt with pursuant to clause 13 or where applicable the relevant clause in this Agreement.

11. TERMINATION OF EMPLOYMENT

11.1. Notice of Termination by the Company

- a) In order to terminate the employment of an Employee other than a casual Employee the Company shall give to the Employee the following notice:

<i>Period Of Continuous Service</i>	<i>Period of Notice</i>
1 Year or Less	1 week
1 Year & up to the completion of 3 Years	2 weeks
3 Years up to the completion of 5 Years	3 weeks
5 Years and over	4 weeks

- b) In addition to the notice in subclause 11.1a) hereof, Employees over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service, shall be entitled to an additional week's notice.
- c) Payment in lieu of the notice prescribed in subclauses 11.1a) and/or 11.1b) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- d) When calculating any payment in lieu of notice, the salary rates as contained in clause 16 shall be used.
- e) For the purpose of this clause 11, continuity of service means service with the Company under an unbroken contract of employment and includes:
- i) Any period of parental leave taken in accordance with the Award;
 - ii) Any period of part time employment worked in accordance with the parental Leave provisions of the Award; or
 - iii) Any period of leave or absence authorised by the Company or by this Agreement.

11.2. Notice of Termination by Employee

- i) The notice of termination required by an Employee shall be the same as that required of the Company, unless otherwise mutually agreed, save and except that there shall be no additional notice based on the age of the Employee concerned.
- ii) If an Employee fails to give or work out the appropriate notice the Company shall have the right to withhold moneys due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period or balance of notice subject to written authorisation by the Employee. The Company shall not withhold any accrued but untaken annual or long service leave where the employee fails to provide adequate notice.

11.3. Time Off During Notice Period

- a) Where the Company has given notice of termination to an Employee, the Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment, providing the Employee has 6 months continuous service with the Company.
- b) The time off shall be taken at times that are convenient to the Employee after consultation with the Company.

11.4. Statement of Employment

- a) The Company shall, upon receipt of a request from an Employee whose employment has been terminated, provide the Employee with a written statement specifying the period of their employment and the classification of or type of work performed by the Employee.

11.5. Summary Dismissal

- a) Notwithstanding the provisions of clause 11.1a), the Company shall have the right to dismiss any Employee without notice for serious misconduct as defined in the Fair Work Act. In such cases the wages shall be paid up to the time of dismissal only.

11.6. Unfair Dismissal

- a) Termination of employment by the Company shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include termination with or without notice.
- b) This provision does not apply to Employees who have not completed a minimum employment period under Part 3-2 of the Fair Work Act 2009.
- c) Without limiting the above, except where a distinction, exclusion or preference is based on the grounds of the inherent requirements of a particular position, terminations on the ground of age, colour, sex, marital status, family responsibility, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

11.7. Breaches of Safety

- a) Nothing shall affect the right of the Company to dismiss an Employee for breaches of workplace or safety rules, subject always to an appropriate investigation having been made, disciplinary procedures herein contained in clause 12 adhered to, counselling extended and if necessary, the procedures contained on clause 13 and/or clause 14 being effectively processed.

11.8. Unfit for Work

- a) The Company may terminate the employment of an Employee on the grounds that the Employee is determined to be medically unfit to perform the work required subject to any relevant legislation including Workers compensation.

11.9. Absence from Duty

- a) An Employee not attending for duty shall lose pay for the actual time of such non-attendance, unless the absence has been authorised by the Company.

12. PERFORMANCE AND DISCIPLINARY PROCEDURE

12.1. Preamble

- a) The Company recognises that the employment of an individual requires a significant investment and that an important element of receiving a return on that investment is continuous performance improvement. Feedback on performance, training, counselling and corrective action is all elements of the continuous improvement of individual performance.
- b) The following procedure aims to provide a mechanism for providing counselling and corrective actions where performance or behaviour is not within the Company's expectations. Any written advice that forms part of this procedure will be copied to the relevant Union or Unions. During the course of any performance management or disciplinary process the Employee may request the Union be in attendance.

12.2. Counselling Procedure

- a) The Company shall put in place counselling procedures for its Employees. The Company shall ensure that Employees receive counselling, where necessary, before any warning is given and the Employee shall be advised that he/she is being formally counselled under these procedures. Where possible the Company shall assist Employees to improve their work performance to satisfactory standards.
- b) The Employee may request the Union be in attendance.
- c) Should personal matters/issues be dealt with in confidence by the Company's representative, a written advice concerning the performance issue and agreed actions shall be supplied to the Employee, and a copy shall be placed on the Employee's file. If after 12 months, no further remedial action is required, the letter shall be removed from the file.

12.3. Serious Misconduct

- a) An Employee may be dismissed, without notice, for serious misconduct as described in clause 11.5. Where the Company dismisses an Employee in such circumstances, the dismissal shall be immediately confirmed in writing, setting out the reasons for the dismissal.
- b) Advice to the Employee of dismissal shall be by a senior representative of the Company.

12.4. Warning Procedure

- a) If after counselling has occurred and the problem continues or another problem arises, which makes the Employees conduct unsatisfactory in the areas of inefficiency, neglect of duty or other misconduct (other than serious misconduct warranting summary dismissal) the Company shall follow the following procedures:
 - i) First Warning
 - i. On the first occasion of unsatisfactory behaviour a senior representative of the Company shall:
 - 1. Advise the Employee of the behaviour that is deemed to be unsatisfactory;
 - 2. Advise the Employee of the action required to correct the problem;

3. Advise the Employee of the consequences of continuing the unsatisfactory behaviour, and
4. The Employee may request the attendance of his/her Union if he/she wishes.
5. The details of the warning shall be confirmed in a letter from the Company to the Employee.
6. Nothing in this subclause shall prevent the Company proceeding directly to a final warning in warranted circumstances.

ii) Final Warning

- i. An Employee whose behaviour continues to be deemed unsatisfactory shall receive a final warning. This warning shall be issued in accordance with the procedure for the first warning but in addition the Employee shall be advised that further unsatisfactory behaviour shall result in the Employee's dismissal.
- ii. This warning would be classified as the final warning and no further warning will be given.

iii) Dismissal

- i. An Employee who has received these warnings and who continues to engage in unsatisfactory behaviour shall be dismissed and this shall be confirmed in writing by the Company to the Employee.

12.5. Instant Dismissal

- a) Nothing in this clause shall affect the right of the Company to dismiss an Employee without notice for serious misconduct.

12.6. Suspension

- a) Nothing shall prevent the Company from standing down an Employee with pay pending an investigation. This would normally happen only where the matter is deemed to be serious. An Employee may be suspended without pay for a period of up to 2 weeks (or by agreement longer) in the case of misconduct which does not warrant dismissal.

13. SETTLEMENT OF DISPUTES AND GRIEVANCES

13.1. The following procedure is to be followed in the following circumstances:

- a) Where there is an individual Employee grievance;
- b) Where there is a dispute or issue concerning interpretation or application of this Agreement, Award or NES;
- c) Where parties to this Agreement have an issue concerning matters in the workplace, which require resolution; or
- d) Where the parties to this Agreement have an issue concerning the NES.

- 13.2. The purpose of this procedure is to ensure that disputes and grievances are resolved as quickly as possible and as close to the source of the issue as possible.
- 13.3. The procedure requires that there is a resolution and that work continues normally.
- 13.4. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 13.5. The following steps shall be taken in resolving the issue:
- a) When an issue in the workplace arises, the matter shall be initially discussed between the Employee and the Employee's Supervisor.
 - b) If the issue remains unresolved the Employee and his / her representative who may be the Union delegate shall attempt to resolve the matter firstly with the Supervisor and if the matter remains unresolved, with the Site Superintendent.
 - c) If the matter remains unresolved the Project Manager or his/her nominee shall discuss the matter with the Employee and his /her representative, who may be the Branch official.
 - d) A maximum of one calendar week shall be allowed for discussions up to step 13.5c) above.
- 13.6. Should the matter still be unresolved, the National Secretary and the Company Manager or their representatives shall discuss the issue. This discussion shall either resolve the issue or determine a process leading to resolution.
- 13.7. If the parties are unable to agree on such a process, the matter will be immediately referred to the FWC for conciliation and if necessary, arbitration. The parties agree that the determination of the FWC shall be final and binding.
- 13.8. This procedure shall not preclude the right of either party to refer the matter to the FWC at any stage if the procedures are not being observed or are otherwise inappropriate in the circumstances.
- 13.9. Either party will give the earliest possible notice of any issue, which has the potential to give rise to a grievance or dispute. All relevant facts will be recorded and clearly identified throughout.
- 13.10. Whilst these procedures are being followed, normal work shall proceed in accordance with site safety procedures and under the conditions and arrangements that existed before the dispute arose pending resolution of the dispute. For the purpose of this procedure, normal work means work without bans, limitations or industrial action.
- 13.11. The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued normally without interruption.
- 13.12. The procedures and obligations contained herein shall be equally binding on the Company and its staff and the Employees and their Union. The decisions of the Commission shall be accepted and adhered to by all parties subject to their rights under the Act.

14. SAFETY DISPUTES

- 14.1. Employees directly concerned with an operation said to be unsafe shall cease performing that work or operation pending the resolution of any bona fide safety issue. In such

circumstances the Employees concerned shall immediately notify the person in charge of the work or operations said to be unsafe.

- 14.2. A dispute directly concerning an operation said to be unsafe shall be referred by either party to the approved statutory authority or other agreed qualified person and the decision of that authority or person shall be accepted and adhered to by all parties.
- 14.3. Where it is determined that the operation was safe, subject to subclause 14.5 hereof no wages shall be paid to the Employees concerned for the period that work was stopped.
- 14.4. Where it is determined that the operation was unsafe, Employees shall be paid as if they had worked for the period that work was stopped.
- 14.5. An Employee may be transferred to other useful work whilst the question of safety is determined in which case an Employee shall not suffer any loss of pay as a result.

15. REDUNDANCY

- 15.1. In circumstances where the Company has made a definite decision to reduce the size of its full time workforce, it shall advise the Union and Employees in accordance with PART F of this Agreement.
- 15.2. Having followed the process in subclause 15.1 above, the Company shall indicate to the Employees and their Union with details such as the number of affected Employees, skills and affected areas.
- 15.3. Where redundancy occurs, notice of termination arrangements including payments shall be in accordance with clause 11 of this Agreement and shall be paid at the rate contained in clause 16 for the appropriate number of weeks.
- 15.4. Redundancy payments shall be calculated on the basis of 3 weeks' pay for each completed year of service and pro-rata for any incomplete year as a weekly Employee at the weekly salary rate to a maximum payment, including notice of termination payments, not exceeding the equivalent of 52 weeks at the salary rate. Where the application of this clause provides less than the NES, then the relevant provisions of the NES will apply in substitution of these provisions.

PART C PAY AND CLASSIFICATIONS

16. ANNUALISED SALARY

- 16.1. In lieu of all other arrangements set out in the Award relating to wages, overtime as provided for in any rosters that apply under this Agreement, allowances, leave loadings, shift and other penalties and working hours, excluding work on a public holiday, Employees will receive an annual salary.
- 16.2. The rates set out below comprehend the following:
 - a) Base rate for the classification level.
 - b) Overtime as indicated above.
 - c) All industry, disability and site allowances for the type of work carried out at Company sites under the conditions, which are experienced at the Company's sites.

- d) Mobility and travel between same City Berths where Patrick operates sites.
- e) Any shift allowances and all penalties where applicable, except where expressly provided otherwise.
- f) Leave loadings where applicable.
- g) Unless expressly provided in the Agreement, no further payments are applicable.

16.3. Classifications

a) Weekly Hire

i) Day Work;

- i. Day workers will be paid the following annualised salary based on an average of 35 hours per week worked on a 9-day fortnight basis (7 hours and 47 minutes per day), plus an allowance for overtime of up to 5 hours per week.
- ii. Day workers will be rostered and paid in accordance with the following arrangements that equate to the annualised salaries as listed.
- iii. Hours of work shall be 7 hours and 47 min per day that will mean an Employee has 1 day per fortnight rostered off Monday to Friday.
- iv. Alternatively the rostered off day may be 'banked' at the Employees' discretion so that an Employee may accumulate a maximum of 5 days to enable him / her to take such days concurrently to allow for a full week off roster.
- v. The annualised salary contains a provision for 5 hours overtime per week to be worked in accordance with the maximum span of hours as mentioned at clause 18.4

Annualised Salary (Day Work):

Day Work Annual Salaries			
Applicable Date	MTL2	MTL1	MWL1
Current Rate	\$125,440.40	\$115,283.63	\$105,094.42
1 January 2024	\$130,958.02	\$120,394.98	\$109,798.20
1 January 2025	\$136,196.34	\$125,210.77	\$114,190.12
1 January 2026	\$141,644.19	\$130,219.21	\$118,757.73

Shiftwork

- vi. Shift workers will be paid an annualised salary for the rosters set out in Appendix A, clause c) or as determined pursuant to clause 18.10 if applicable. The annualised salaries shall be established by using the base rates as set out in clause 16.4b) of this Agreement and applying the appropriate Award provisions. The salaries will vary relative to the applicable adjustments in the base rates and any introduction of irregular rostering.

- ii) Except as provided by this Agreement, the above rates of pay apply for the purposes of approved leave. No further payment such as leave loadings apply.
- iii) Day work Employees required for work on an established shift roster or to work temporary shift work shall be paid the appropriate shift rate for the time so worked.

b) Casual

- i) Casual Employees will be paid the following hourly rates for each and every hour worked. No other payments, allowances, penalties or loadings are payable:

i. Day Work Rates (Monday to Friday):

Casual - Hourly Rates of Pay for Day Work			
Applicable Date	MTL2	MTL1	MWL1
Current Rate	\$71.05	\$66.19	\$59.95
1 January 2024	\$73.89	\$68.84	\$62.35
1 January 2025	\$76.85	\$71.59	\$64.84
1 January 2026	\$79.92	\$74.45	\$67.44

ii. Shift Work Rates:

Casual - Hourly Rates of Pay for Shift Work			
Applicable Date	MTL2	MTL1	MWL1
Current Rate	\$97.47	\$87.74	\$79.02
1 January 2024	\$101.37	\$91.25	\$82.18
1 January 2025	\$105.42	\$94.90	\$85.47
1 January 2026	\$109.64	\$98.70	\$88.89

iii. Sunday/ Public Holiday Rates:

Casual - Hourly Rates of Pay for Sundays and Public Holidays			
Applicable Date	MTL2	MTL1	MWL1
Current Rate	\$102.32	\$92.12	\$82.97
1 January 2024	\$106.41	\$95.80	\$86.29
1 January 2025	\$110.67	\$99.64	\$89.74
1 January 2026	\$115.10	\$103.62	\$93.33

16.4. Base Rates

- a) For the purposes of payment for a 35 hour week in the following circumstances:
 - i) Valuation of salaries pursuant to clause 16 of this Agreement.
 - ii) Calculations for overtime rates.
- b) The following hourly payments shall be used:

Hourly Base Rates of Pay			
Applicable Date	MTL2	MTL1	MWL1
Current Rate	\$48.66	\$44.32	\$39.94
1 January 2024	\$50.61	\$46.09	\$41.54
1 January 2025	\$52.63	\$47.94	\$43.20
1 January 2026	\$54.74	\$49.85	\$44.93

Overtime in addition to that provided in the annualised rate shall be double the above rates. Overtime performed on a Sunday or Public. Holidays shall be paid at double and one half times the above rates.

- c) The overtime rate for a leading hand shall be based on the MTL2 rate.

16.5. Operative Dates

- a) Wages to be increased by:
 - i) 4% from first the pay period on or after 1 January 2024; and
 - ii) 4% from the first pay period on or after 1 January 2025; and
 - iii) 4% from the first pay period on or after 1 January 2026.

16.6. Payment of Wages

- a) Payment of wages shall be made weekly by electronic funds transfer to an Employee nominated account at a Bank, Credit Union or other financial institution.

17. CLASSIFICATION DEFINITIONS

17.1. Maintenance Tradesperson Level 2 (MTL2) -110%

- a) "Maintenance Tradesperson Level 2" means a person who is a maintenance tradesperson who has completed additional training to the level of an Engineering Tradesperson - Special Class Level I as defined in the Metal, Engineering and Associated Industries Award 1998 and who exercises the skills and knowledge required of an Engineering Tradesperson - Special Class Level I.

17.2. Maintenance Tradesperson Level 1 (MTL1) -100%

- a) "Maintenance Tradesperson Level 1" means a person who holds a Trade Certificate or Tradesman's Rights Certificate as:
- i) An Engineering Tradesperson Level I as defined in the Metal, Engineering and Associated Industries Award 1998; or
 - ii) A mechanical fitter, motor mechanic, boilermaker, shipwright, welder, electrical fitter, electrical mechanic, automotive electrical or mechanical engineering tradesperson who is able to exercise the skills and knowledge of that trade to the level of his or her training.

17.3. Maintenance Worker Level 1 (MWL1) - 90%

- a) "Maintenance Worker Level 1" means an Employee who provides maintenance assistance. At this level, a Maintenance Worker is expected to be able to use a range of hand and power tools, operate load shifting equipment and other mobile plant and equipment, carry out rigging and scaffolding work or operate mobile cranes and/or drive trucks. An Employee at this level will apply the principles of safe manual handling of goods and will generally assist qualified tradespersons and others in providing a maintenance service.

17.4. The Company agrees that a Maintenance Tradesperson Level 1 who has completed 18 months continuous service shall be re-classified to Maintenance Tradesperson Level 2.

17.5. Recruitment

- a) Employees shall be recruited and selected for the above classifications on the basis of qualifications, skills and abilities.

PART D WORK PATTERNS

18. HOURS OF WORK

18.1. The ordinary hours of work for weekly Employees covered by this Agreement shall average 35 hours per week.

18.2. All shifts and day work that are worked in accordance with the existing rosters at the time of the making of this Agreement shall be allocated and worked in accordance with the arrangements in clauses 18.3 and 18.4.

18.3. The nominal start and finish times that apply are as listed below:

Shift	Start	End	Length
Day	0630	1430	8H Shift
Evening	1430	2230	8H Shift
Midnight	2230	0630	8H Shift
Day	0630	1830	12H Shift
Midnight	1830	0630	12H Shift

- 18.4. The tables as set out below determine the start times and maximum work periods that is applicable to all Employees.

	Advance Start	Retard Start	Earliest Start	Latest Finish	Available Extension length
Day	1, 1.5	1, 2	05:00	19:30	1, 2, 3, 4
Evening	1, 2, 3	1, 2	11:30	01:30	1, 2, 3
Midnight	1, 2	0	20:30	07:30	1

- 18.5. One 10 hour break shall apply from the cessation of evening shift to the commencement of day shift.
- 18.6. The start times contained within the table above for day work/ shifts operations may be brought forward by 1 hour. Under these provisions, the advancement of the day work/ shift start time shall be treated and remunerated in the same manner as an extension of an ordinary rostered shift. It is agreed by the parties that the early start is subjected to the maximum shift length as appropriate.
- 18.7. Nothing in this clause shall limit the Companies rights under 18.10.
- 18.8. Twelve hour shifts as mentioned in 18.3 may be extended by no more than 1 hour. Such extension shall not be unreasonably requested by the Company and is intended to deal with extenuating circumstances only.
- 18.9. Shift Penalty Payments
- a) The rates of pay referred to in clause 16.3a)0vi of this Agreement comprehend all shift penalty payments, allowance and penalties for weekend work on a shift roster except for working on a public holiday. These rates apply in lieu of shift penalties and allowances provided in the Award. The rates do not include overtime outside the rostered hours, nor any premium associated with irregular rostering.
- 18.10. Shift Rosters
- a) Should the company wish to introduce a new roster that may also include different shift lengths, 28 days' notice in writing shall be provided to the affected Employees and the Union. In the interim, the parties shall confer as to the hours, payments and annual leave applicable to the roster. Changes to the roster are subject to clause 27 Introduction of Change and can only be made by agreement between the parties.
- 18.11. Temporary Shift
- a) Day work Employees will be required to relieve on an established shift roster, other than day shifts Monday to Friday, or to participate in a temporary shift roster with other day work Employees.

- b) In such cases, the appropriate shift rate contained in clause 16.3a)0 will be paid for the period of the relief or temporary shift. This will be on the basis of the difference between the appropriate shift rate and the appropriate day work rate calculated on a daily basis and paid in addition to the day work annual salary.
- c) Unless there are exceptional circumstances, the Employee will be given at least 48 hours' notice of the requirement to work as a shift relief or on the temporary shift roster.
- d) All Employees who are requested and subsequently perform duties pursuant to this clause shall not be disadvantaged in respect of their accruals for the purposes of rostered time off which is applicable to day work provisions as mentioned at 16.3a)i)iii, of this Agreement.

18.12. Public Holidays

- i) Weekly Employees engaged for duties on a public holiday as part of their normal rostered requirement shall receive a payment of time and one half of the base rate (as per clause 16.4b) of this Agreement) in addition to their normal salary and double time for work performed on a midnight shift for the duration of the shift as nominated in the rosters at the Appendix clause 0. Work in excess of the normal shift length shall be remunerated in accordance of clause 19 of this Agreement.

18.13. Maximum consecutive shifts and shift lengths

- a) Maximum shift length 12 hours
- b) Minimum break between shifts 10 hours
- c) Maximum number of shifts 12 in 14 days/day shifts
- d) Maximum number of consecutive day shifts 11
- e) Maximum number of consecutive night shifts 5 x 8 hour, 4 x 10 hour, 4 x 12 hours
- f) Maximum number of consecutive 12 hour shifts 4
- g) Personal leave and cancellations do not break the continuity of shifts
- h) A day off is one full calendar day

19. OVERTIME

19.1. Overtime shall be deemed as follows:

- a) An extension of a rostered shift.
- b) An Employee working a shift when in normal circumstances they are rostered off.

19.2. The Company shall be mindful of an Employee's desire to work overtime. All weekly Employees shall have an equitable opportunity for access to overtime subject to having the appropriate skills and competency and in accordance with the operational requirements of the Company.

19.3. Payment for overtime

- a) Overtime as described in 19.1 shall be paid at double time for Monday to Saturday and double time and one half for Sundays and Public Holidays. The applicable rates are those mentioned at 16.4b).
- b) A meal allowance as contained in the Award, as varied, shall apply to a Double Header or a rostered day off where work is performed in excess of 5 hours, Monday to Sunday. Should work on a rostered day off exceed 9 hours, a further meal allowance shall be paid. Where an overtime extension of a rostered shift exceeds 1 hour, a meal allowance shall apply. The rate for such meal allowance shall be \$25.00 for the life of this Agreement.

19.4. Availability and Call-Ins

- a) All day work Employees will be required to respond to call-ins for breakdown maintenance. The Company will establish an availability roster for the purpose of ensuring that there is a quick response time to emergency breakdowns.
- b) The availability roster will require an Employee who is rostered to be available for call in within a defined period, but not more than 60 minutes after receiving the call. An Employee on the roster shall respond to all calls during the roster period. A rest period of 10 hours shall be provided after the last such call in.
- c) Employees on availability duty will be provided with appropriate communication equipment while they are rostered.
- d) The rates of pay set out in clause 16.4b) comprehend payment for availability and call out. For the purposes of the accumulation of hours, time worked in a call back situation shall be a minimum of 4 hours.
- e) It is a condition of employment that Employees, who are rostered for availability, attend to a call in within the designated period.

19.5. Meal Breaks, Rest Periods and Meal Money

- a) Meal breaks shall be generally scheduled between the fifth and sixth hours of work. The Company may stagger the time of taking meal and rest breaks to meet operational requirements. All Employees shall work during meal breaks whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant that can only be done when such plant is idle. In such cases the meal break shall be taken as soon as possible after such work is completed or a suitably qualified relief provided.
- b) Meal and Rest Periods are as prescribed in the Award.

19.6. Transport of Employees

- a) Where an Employee, after having worked overtime or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available the Company shall provide him/her with conveyance to his/her home.

PART E PUBLIC HOLIDAYS & LEAVE

20. PUBLIC HOLIDAYS

- a) Subject to the provisions of this clause, an Employee shall be entitled to the following without loss of pay:
 - i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day and the following days as prescribed in the State of Queensland, and localities:
 - ii) Australia Day, Anzac Day, Queen's Birthday, and Labour Day; and
 - iii) Picnic Day on a common day in Queensland unless otherwise agreed; and;
 - i. When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December;
 - ii. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December; and
 - iii. When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
 - iv. Where public holidays are declared or prescribed on days other than those set out above, and any other Public Holiday(s) declared and or prescribed in the State of Queensland, those days shall constitute additional holidays for the purpose of this Agreement.
- b) A shift worker or day worker, who is rostered off on the day on which a holiday prescribed by this clause falls, shall accrue a day in lieu in addition to the ordinary weekly wage. The day in lieu shall be taken at a mutually agreed time.
- c) All weekly Employees who are continuous shift workers, day/evening shift workers or day workers shall accrue a day in lieu to be taken by mutual agreement between the Company and the Employee in respect of any shift worked on a holiday.
- d) Where an Employee is rostered to work a shift on a public holiday, that shift will be worked at the discretion of the Company. Should work requirements be such that the Public Holiday may be observed without the shift being filled, the Employee will observe the holiday and no additional day shall be accrued in lieu.
- e) Employees rostered to evening shift on Christmas Eve and New Year's Eve will not be required to work without loss of wages or entitlements, Employees will be available to make cranes safe in an emergency.

21. ANNUAL LEAVE AND LONG SERVICE LEAVE

21.1. Period of Annual Leave

- a) Annual leave shall be in accordance with clause 24 of the Award.
- b) Weekly Employees shall receive 5 weeks annual leave made up of 25 shifts. This has an equivalent hourly value of 170 hours or 6.8 hours per shift.
- c) Leave when taken will be deducted at the rate of 6.8 hours for each 8 hour shift and 10.2 hours for each 12 hour shift.

21.2. Broken Leave

- a) The annual leave shall be given and taken in one or up to four continuous periods. In particular cases, an Employee may, with the consent of the Company, take short-term annual leave.

21.3. Calculation of Continuous Service

- a) For the purpose of calculating twelve months continuous service in relation to annual leave, the following absences should be calculated as time worked:
 - i) any period of leave granted by the Employer; or
 - ii) any absence because of personal illness or accident of which the Employee must provide reasonable proof; or
 - iii) up to 28 days absence per year for a returned serviceperson receiving treatment at any hospital or rehabilitation centre for disability or illness resulting from war service; or
 - iv) any absence on account of jury service or under subpoena in a court or other tribunal; or
 - v) any absence to attend consultation meetings in accordance with clauses 28.12, 28.13 and 28.14; or
 - vi) any absence on paid compassionate leave; or
 - vii) any absence with reasonable cause of which the Employee must provide reasonable proof; or
 - viii) any other absence unless the Employer notifies the Employee or where relevant his or her union within 14 days of the Employee returning to work that the absence will be regarded as having broken the continuous service.
- b) In calculating the period of continuous service, any absence of paid leave or through personal illness or accident in circumstances under which the Employer is;
 - i) liable to pay workers' compensation or damages at common law; or
 - ii) would be so liable to pay workers' compensation only for the fact that the period in question is less than the minimum compensable period under the relevant legislation; and
 - iii) if a dispute arises in relation to paragraph 21.3a)vi) it must be resolved according to the dispute settling procedure in this Agreement.

21.4. An Employee will not be entitled to payment under this clause for any period of absence in respect of which the Employee is entitled to workers compensation.

21.5. If during a period of annual leave an Employee is certified by a qualified medical practitioner as being incapacitated to an extent that he or she would be unfit to perform his or her normal duties, any such period will, provided that the Employee has advised his or her Employer of the incapacity and provided also that the Employer may nominate the medical practitioner, be deducted from the Employee's sick leave entitlement and a corresponding annual leave credit allowed. The additional period of annual leave will not attract the annual leave loading. The Company will accept such evidence that satisfies a

reasonable person in accordance with the NES. The provisions of this clause shall apply to carer's and compassionate leave.

21.6. Calculation of Service

- a) Annual leave shall accrue progressively throughout the year in accordance with the NES.

21.7. Leave to be Taken

- a) Except as provided by subclause 21.8a) hereof, payment shall not be made or accepted in lieu of annual leave.

21.8. Time of Taking Leave

- a) Leave under this clause shall be taken within 12 months of it falling due.

21.9. Leave Allowed Before Due Date

- a) The Company may allow an Employee to take annual leave either wholly or partly in advance.

21.10. Payment for Period of Annual Leave

- a) Each Employee going on leave shall be paid the salary they would have received in respect of the time they would have worked had they not been on leave during the relevant period. Prepayment of wages may occur on request. This clause shall also apply for purposes of calculating leave payment for termination.

21.11. Long Service Leave

- a) In addition to entitlements provided to Employees in the Stevedoring Industry (Long Service Leave) Award 1992, the following shall apply where this Agreement provides a more beneficial entitlement:
 - i) An Employee, who retires, resigns or is terminated from their employment after the completion of 7 years of service with the Company shall be paid Long service leave on a pro-rata basis.
 - ii) Long Service Leave shall accrue at 10 weeks per 10 years of service. The annual accrual is 34.0 hours.
 - iii) Long Service Leave shall be taken in blocks of not less than 4 weeks unless otherwise agreed.
 - iv) Long Service Leave taken will be deducted from the Employee's accrued balance at the rate of 34 hours per week.
 - v) Whilst on Long Service Leave, the Employee will be paid their Annualised Wage in accordance with clause 16 or Appendix A as applicable.

22. DAYS IN LIEU

- 22.1. Days in lieu shall accrue and be taken in accordance with the Employees rostered shift length, for example, an Employee who accrues a day in lieu by working an 8 hour shift shall accrue 6.8 hours which can be taken on on any shift of 8 hours duration. Additionally, any Employee who accrues a day in lieu by working a 12 hour shift shall accrue 10.2 hours which can be taken on any shift of 12 hours duration.

- 22.2. Days in lieu accrue by either working or being rostered off on a Public Holiday. In addition an Employee accrues a day in lieu as a result of being absent on annual leave when a Public Holiday falls. Days in lieu shall be taken at a mutually agreeable time. Days in lieu not taken shall be converted to hours relative to the accrual to remunerate Employees in circumstances of resignation or termination.
- 22.3. Employees will use days in lieu within 12 months of accruing them.
- 22.4. Where an employee's days in lieu accrual exceeds 13 days, the employee will use at least those days in excess of 13 days within a period of 2 months. A longer period may be agreed between the employee and the Company.

23. PERSONAL LEAVE

23.1. Personal Leave Entitlement:

An Employee other than a casual Employee, who is absent from work on account of personal illness or injury shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

- i) the Employee shall not be entitled to paid leave of absence for any injury in respect of which the Employee is entitled to workers' compensation;
 - ii) the Employee shall as soon as practicable (which may be after the leave has started), inform the Company of the inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of absence; and
 - iii) the Employee shall prove to the satisfaction of the Company that he or she was unable on account of such illness or injury.
- b) Full time Employees will be entitled to 13 days personal leave each year, to cover absences due to personal illness or injury (sick leave) or caring for an immediate household or family member who is sick and requires the Employee's care and support (Carer's leave).
- c) In any year, unused personal leave accrues at the rate of 10 days at 6.8 hours per day, less any amount in excess of three days taken from the current year's personal leave entitlement.
- d) Immediate household or family member is as defined in the NES.
- e) Personal leave shall be credited at 88.4 hours per year or pro rata for part year.
- f) Personal leave shall be deducted at 6.8 hours per day regardless of whether or not the absence is taken on an 8 or 12 hour shift.
- 23.2. An Employee may be required to provide evidence supporting a claim for payment of personal leave as provided by the Award (clause 25.4).
- 23.3. Employees shall also be entitled to 3 days bereavement (compassionate) leave in accordance with the Award.
- 23.4. Clause 25.2 and clause 25.3 of the Award relating to payment of accumulated sick leave shall apply for the purposes of this Agreement in relation to an Employee who seeks payment of excess personal leave. Such payment will be made at the rate referred to in clause 16.4b) of this Agreement.

- 23.5. An Employee who resigns/retires and/or is made redundant shall be paid at the respective salary rate as contained in the appendix(s).
- 23.6. The Company may require an Employee to attend an examination conducted by a Company nominated Medical Officer to determine the Employee's fitness for work.

24. PARENTAL LEAVE

- 24.1. The specific entitlements for Parental Leave will be as per the National Employment Standards, subject to any further benefits contained in the Company's Parental Leave Policy.

PART F CONSULTATION AND UNION/ COMPANY RELATIONSHIP

25. GENERAL RELATIONSHIPS

- 25.1. The parties recognise the key roles played by each other in the working lives of the Company's Employees/ the Union's members. The Company for its part acknowledges the role played by the Union in providing insurance and support for Employees if the Company fails to treat the Employee in accordance with acceptable human resource principles or fails to deliver the conditions that are included in the contract of employment.
- 25.2. The Union is also recognised as providing ancillary benefits to Employees that are an integral part of the working life of the Employee. The Union acknowledges that the Company has a business to manage and a duty of care towards its Employees.
- 25.3. In managing the duty of care the Company must have control over those elements of the employment contract that enable the duty of care to be exercised.
- 25.4. The Agreement has been made on the basis that each role is understood and accepted by the other party and that neither party will attempt to undermine or subvert each other's legitimate role in the work place.

26. WORK PRACTICES

- 26.1. The Company will conduct its operations in the most efficient manner and without interference to its rights to manage and regulate the business, providing work demands are not harsh, oppressive or overly stressful.
- 26.2. In managing its operations the Company shall have discretion in the level of manning, and the timing and method of work. Selection and allocation of work between work groups and between Employees within a work group shall be at the discretion of the Company.
- 26.3. The Company shall have the ability to use sub-contractors to provide specialist services, projects or as required.
- 26.4. Subject to rights and discretion of Management being maintained and as envisaged in the Agreement, the parties shall conduct a six monthly, periodic formal review of the application of the Agreement. The matters listed below shall be discussed at the review;
 - a) Consultation regarding the performance of the services agreement.

- b) Size and composition of the workforce.
 - c) Allocation of work & work opportunities.
 - d) Training Plans and Training conducted.
- 26.5. The Company will provide information for review at the meetings, such as labour models, labour usage, training plans and hours. The Union will have an opportunity to meet with the Programmed Union committee in the port of review to discuss the issues associated with the review prior to the review period.
- 26.6. The Company agrees in circumstances whereby supervisors are unavailable, that permanent Employees considered by the Company as having the required skills, ability and attributes, and who are partied to this Agreement shall have the opportunity to relieve such supervisory Employees and be remunerated at the Supervisor's current rate.
- 26.7. In the interest of providing career opportunity should a full time supervisory position become vacant, such vacancy should also be advertised internally as part of the process in seeking suitably qualified experienced candidates.
- 26.8. Nothing in clause 26.1, 26.6 and 26.7 of this Agreement shall limit the Employers' rights to alternatively seek and select appropriate candidates.

27. INTRODUCTION OF CHANGE

27.1. Company duty to notify

- a) An Employee who is bound by this Agreement may appoint a representative for the purposes of the procedures in this term. Where the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
- b) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company undertakes to notify the Employees who may be affected by the proposed changes and their representative, and the National Secretary and relevant Branch Secretary of the Union.
- c) Significant effects includes termination of employment, major changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs and the use of sub-contractors or other contractors. Provided that where this Agreement makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

27.2. Company duty to discuss change

- a) The Company undertakes to discuss with the Employees affected any nominated representative and the Union, inter alia, the introduction of the changes referred to in clause 27.1a), the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and give prompt consideration to matters raised by the Employees, their representative and/ or the Union in relation to the changes.
- b) The discussion shall commence as early as practicable after a decision has been made by the Company to make the changes referred to in clause 27.1a). For the purposes of

such discussion, the Company undertakes to provide in writing to the Employees concerned, their representative, and the Union, all appropriate information about the changes including the nature of the changes, the expected effects of the changes on Employees and any other matters likely to affect Employees.

27.3. Employees Implementation of change

- a) It is agreed between the parties that after the above notification and discussion have taken place that the Company, after careful consideration of the views of Employees may implement the change with 21 days' notice.
- b) Where subject to the provisions of this clause, the Company exercises its rights to implement change in the workplace and the Union disagree with that decision, subject to there being no stoppage of work as a result of the decision of the Company, the Union may refer the matter in dispute to the Fair Work Commission for conciliation and arbitration if necessary.

28. EMPLOYEE CONCERNS AND REPRESENTATION

- 28.1. Any concern by individual Employees and/ or their Delegate/ Employee Representative that the Company may have unfairly treated them should be raised immediately with his/her immediate management representative who shall act upon the concern without delay. Should the matter not be resolved within seven days, the Employee may request that it be progressed in accordance with the agreed Grievance Procedure set out in this Agreement.
- 28.2. The Company acknowledges that an Employee may choose to be represented by a Union delegate or by any other Employee or representative in dealing with workplace matters with the Company. The Union Branch Secretary shall advise the site manager in writing of the appointment of an Employee as a delegate.
- 28.3. The Company recognises the right of the Union to appoint Employees of the Company as a Delegate and the right of such Employees to represent their fellow Employees in the workplace. Such recognition is subject always to the Employee concerned continuing to act in accordance with his/ her contract of employment and the terms and conditions of this Agreement.
- 28.4. Subject to bona fide safety issues, such representation and discussions shall be held when necessary and with the approval of the Company, at times that do not interfere with the normal operations of the Company. Unless otherwise agreed, the number of delegates or Employee representatives involved in any such discussions shall not exceed one at any one time.
- 28.5. The Company will allow the Delegate/ Employee Representative absence from normal duties without loss of pay to represent the interests of Employees providing always that:
 - a) Such absence is for bona fide purposes only and the delegate/ Employee representative first advises his/her immediate shift manager of the expected period of absence for the purpose of enabling the shift manager to make alternative work arrangements and providing always that such absence is to deal with a matter of sufficient genuine importance that it cannot be dealt with at another time.
 - b) The subsequent conduct by the delegate or their fellow Employees is not such as to interfere with or otherwise adversely impact upon the operations of the Company.
 - c) In the event of a breach of this sub-clause, the Company may act to formally revoke the right of the delegate to absence from normal duties without loss of pay, but not the right

of representation, by first discussing its intention with the relevant Union Branch Secretary.

- 28.6. Where a delegate's right to absence from normal duties without loss of pay has been formally revoked by the Company in writing to the Employee concerned and the Union, the delegate may only leave his/ her workplace under conditions determined by the Company. Nothing in this clause prevents the Company from restoring a delegate's right of absence from normal duties without loss of pay under this subclause if it sees fit to do so.
- 28.7. The delegate and/ or Employees shall always firstly attempt to resolve the issue with the immediate Shift Manager.
- 28.8. If the matter is still unresolved following those discussions, the Shift Manager shall liaise with site management and make arrangements for further appropriate discussions whilst all Employees (including the Delegate/ Employee Representative) continue with normal duties.
- 28.9. Providing the application of the foregoing is conducted in good faith and observed at all times, there shall be no loss of pay of the Delegate/ Employee Representative during such discussions. Any dispute over the application of these arrangements shall be immediately processed in accordance with the Settlement of Disputes and Grievances Procedure set out in clause 13 of this Agreement.
- 28.10. The Company shall allow appointed delegates to meet once in every month on Company premises providing such meetings are held at agreed times (either in Company time or out of hours) so as to avoid any interference to Company operations and the meetings are limited to a two hour period of duration.
- 28.11. Subject to the provisions of this clause an Employee nominated by the Branch Secretary of the Union in the state in which the Employee resides, shall be entitled to attend Union training and education without loss of ordinary time earnings.
- 28.12. Without limiting the generality thereof, Union education and training shall include structured training under the direction of qualified training staff, conferences, meetings and/or workshops conducted by the Union or by external agencies approved by the Union which contribute to the Employees understanding of workplace issues and enhance the development of constructive relationships within the enterprise. Nothing in this clause precludes joint Union/ Management training and education as agreed between the parties.
- 28.13. The Manager of the enterprise shall not unreasonably withhold approval for an Employee to attend Union training and education as defined in 28.12 provided that the Branch secretary forwards reasonable written notice setting out the times, dates, venue and description of the Union education and training and provided also, the operations of the enterprise are unlikely to be unduly effected by the Employee's absence.
- 28.14. Unless otherwise agreed to by the Manager, Leave under this clause shall be limited to the equivalent of 10 days in total made available in each year from the date of implementation of this Agreement and subject to 28.13 in any variation thereof as sought by the Union Branch Secretary.
- 28.15. For the purposes of this clause ordinary time earnings referred to in 28.11 means the earnings for shifts that the Employee would have otherwise been rostered to work in accordance with their contract of employment, other than for approval to attend Union

education and training. Salaried Employees shall be paid at the salaried rate as specified for the Employee's classification in the relevant section of this Agreement.

- 28.16. Employees shall be entitled, without deduction of pay, to attend up to two stop work meetings, each of four hours, in any twelve month period subject to the following:
- a) The meeting date and time is mutually agreed by the parties to suit operational requirements.
 - b) The meeting shall commence at the shift start time and work shall recommence promptly four hours later and continue uninterrupted until the completion of the shift, irrespective of any meal break in a normal working shift.
 - c) Any work scheduled outside of such meeting hours shall be performed.
 - d) The Union and Employees undertake to ensure that necessary Employees shall be exempted from attendance at the stop work meetings, where essential functions must be maintained.
- 28.17. Where clauses 28.16a) to 28.16c) are not adhered to, the Company will deduct the relevant payment from the salary of any Employee to whom this subclause applies.
- 28.18. In respect to 28.16a), 1 such meeting each year (for Annual General Meeting purposes of the Union) shall be notified three months in advance and thereafter not is subject to change unless otherwise agreed by the parties.
- 28.19. In addition to the foregoing, the Company may on application by the Union authorise further meetings of Employees to deal with Company related matters which may be paid or unpaid.
- 28.20. Notwithstanding the above clauses the parties shall agree to the following, Union delegates:
- a) Shall be treated fairly in the performance of their role as Union delegates without any discrimination in their employment,
 - b) Shall have formal recognition by the Employer that the endorsed Union delegates speak on behalf of Union members in the workplace,
 - c) Shall bargain collectively on behalf of those they represent,
 - d) Shall consult and have access to reasonable information about the issues that may affect the workplace,
 - e) Shall, (other than when not lawfully entitled to remuneration), be allowed reasonable time off from work without loss of salaries to participate in enterprise bargaining negotiations with the Company and to represent the interest of Employees of the Company who are members of the Union at Industrial Tribunals,
 - f) Shall have the right to reasonable paid time during normal working hours to consult with Union members and or Management,
 - g) Subject to reasonable notification have access to electronic communication and photocopying equipment, where available for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union,

- h) Have the right to place Union information on a notice board in a prominent location in the workplace,
- i) Have the right to seek reasonable un-paid leave to work with the Union and are entitled to know their role is recognised and respected.

PART G OTHER CONDITIONS

29. SUPERANNUATION

- 29.1. Unless an Employee elects otherwise, all Employees covered by this Agreement shall be members of HostPlus (Maritime Division) [ABN 68 657 495 890] [ABN The Employer will remain a participating Employer Maritime Super whilst ever this Agreement remains in force and shall comply with its obligations as determined by the Maritime Super Trust Deed and Rules.
- 29.2. Contribution Rates:
 - a) The employer superannuation contribution is 13.5% or as per the applicable legislation, whichever is the greater benefit to the employee.
- 29.3. Salary Sacrifice
 - a) Arrangements to enable salary sacrifice of an individual's contributions to superannuation have been agreed. These are:
 - i) Individuals wishing to do so must nominate the amount of salary sacrifice they wish to make in writing.
 - ii) In the case of a defined benefit fund any amount over the defined benefit contribution rate will be credited to an accumulation account in the fund members' name.
 - iii) Contributions will be fully vested and will have to be preserved in accordance with the Superannuation Industry (Supervision) Act 1993 regulations.
 - iv) The amount of salary sacrifice will be able to be varied only at intervals of twelve (12) months on the 1st July of each year.
 - b) The effect of such a salary sacrifice arrangement on an Employee's salary is as follows:
 - i) For the purposes of weekly or fortnightly pay of the annual salary and all leave pay the reduced salary will be used to calculate the amount payable, prior to overtime and /or bonuses being added.
 - ii) Only for the purposes of making redundancy severance payments and notice paid out in lieu shall the salary before any salary sacrifice will be used.
- 29.4. For the purpose of calculating superannuation retirement benefits the Classification base wage will be based on the salaries before salary sacrifice.
- 29.5. Salary sacrifice to the superannuation scheme is on the basis that it remains, cost neutral to the Company. Accordingly if at any time that while an Employee's election to salary sacrifice superannuation is in force, there are material changes in taxation or superannuation laws, practices or rulings that materially alter the benefit to the Employee

or the cost to the Company of acting in accordance with the election, either the Employee or the Company, may, upon one month's notice in writing, terminate the election.

- 29.6. The parties agree to salary packaging arrangements subject to cost neutrality to the Company, on the same basis applicable to salary sacrifice superannuation arrangements and that the Employee seeks independent financial advice.

30. PROTECTIVE CLOTHING

- 30.1. The Company shall provide all Employees covered by this Agreement with Industrial clothing, safety footwear and the other items as tabled below. Where indicated, the Company will replace these items.

#	Item	Issues	When Replaced
1	Work overalls or shirts & pants	11	A fair wear test basis
2	T-shirts	4	Once annually
3	Windcheaters	2	Once annually
4	Sunglasses or Prescription Safety glasses in accordance with Company policy	1	A fair wear & tear basis
5	Safety Boots	2 pairs	Once annually
6	Rubber Boots	1 pair	A fair wear & tear basis
7	Wet Weather Gear	1 set	Once every 2 years
8	Safety Helmet	1	A fair wear & tear basis
9	Winter Jacket	1	Once every 2 years
#	Beanies	2	Once annually
#	Sun Hat	1	Once every 2 years

- 30.2. Overalls, winter-coat and wet weather gear will be laundered by the Company and remain the property of the Company. All Clothing and Equipment must be returned prior to termination.
- 30.3. The Company will provide all safety apparel and equipment appropriate to the work. Such apparel and equipment shall be worn as required by the Company. Any failure to do so will be subject to disciplinary action in accordance with clause 12.

31. TOOLS

- 31.1. The Company shall provide all tools and equipment required for the work to be done. All tools and equipment shall remain the property of the Company.

32. TRAINING

- 32.1. The Company may introduce a training program where required designed to meet the needs of the work carried out under this Agreement.
- 32.2. Employees receiving this training shall not suffer any loss of pay whether or not the training is conducted on or off the job.
- 32.3. Any costs associated with standard fees for prescribed courses and prescribed textbooks incurred by an Employee in connection with Training by the Company shall be reimbursed by the Company upon the production of receipts by the Employee in relation to the expenditure.

33. JURY SERVICE

- 33.1. An Employee on weekly hiring shall notify the Company as soon as possible of the date upon which he/she is required to attend for jury service. Further the Employee shall give the Company proof of attendance and the duration of such attendance. The Employee shall be paid his/her ordinary rate of pay in respect of any attendance for jury service.

34. WORKERS COMPENSATION MAKE UP PAY

Workers compensation make up pay as provided in the Award will represent the difference between the workers compensation paid by the insurer and the Employees salary.

35. SAFETY TRAINING

- 35.1. Training in safety procedures shall be provided as required to all Employees.
- 35.2. Training in Basic First Aid will be provided to any employees on a voluntary basis.
- 35.3. The Company shall recognise and assist with the relevant training of an Employee who is elected as a safety representative in each site.
- 35.4. Safety representatives will also assist the Company safety adviser with the monitoring of safety.
- 35.5. The safety representatives will be elected by a majority of Employees at 12 monthly intervals and will not be a recognised full time position.
- 35.6. Relevant State legislation in terms of establishment of occupational health and safety committees will be adhered too.

36. DRUGS AND ALCOHOL

- 36.1. It is a condition of employment that no alcohol or drugs of addiction shall be consumed on the Company's work sites. It is also a matter of serious misconduct endangering the health and safety of the Employee and others for an Employee to be at work under the influence of drugs of addiction, narcotic drugs or other illegal substances or alcohol.
- 36.2. The Company and the client have policies that apply to the use and possession of drugs and alcohol which operate separately to this Agreement.
- 36.3. Where the Company has reasonable grounds for concern about an Employee's fitness for work an Employee may be required to be tested by an appropriately qualified person.

- 36.4. Any Employee who presents for work under the influence of such drugs and alcohol may be dealt with under the disciplinary procedures of this Agreement as outlined in clause 12.

37. COMPANY POLICIES

- 37.1. The Parties recognise the Company has formulated and applied a series of policies and procedures which may be updated from time to time.
- 37.2. The Company may from time to time change its policies and procedures as apply to Employees in addition to this Agreement.
- 37.3. In the event of a policy change that may apply to Employees under this Agreement that may have any impact on the terms of conditions of employment (other than where those terms and conditions are expressly contained within this Agreement), each Employee will be appropriately advised of the change.
- 37.4. Nothing contained in a policy or procedure shall be operative nor shall it have any effect to the extent that its inclusion or implementation is inconsistent with the intent of this Agreement.
- 37.5. Where the Union or Employees believe that a proposed change in policy will have a detrimental impact upon the Employees, then prior to any change in a policy being introduced, any dispute or disagreement by Employees or the Union in relation to the intended change of policies and / or procedures shall be progressed through the Dispute Resolution clause.

38. UNION MEMBERSHIP

- 38.1. The Unions, Employees and the Company party to this Agreement recognise the right of an Employee to choose to belong to the appropriate Unions.

39. INCOME PROTECTION





- 39.1. The Company will provide an income protection (IP) policy in favour eligible Employees who are covered by this Agreement from the date of implementation at the rate of 2% of Employee salary earnings. For the avoidance of doubt, the total cost to the Company of the 2% is to include any taxes and charges.
- 39.2. Income protection insurance is to provide eligible Employees with a capped replacement wage where an Employee is unable to attend for work because of personal injury or illness.
- 39.3. Eligible employees includes permanent and permanent part-time employees. The Company may also elect to include certain long term casual employees who work on average 30 hours or more per week. The inclusion of casual employees in the scheme will be at the sole discretion of the Company and in accordance with the requirements of the insurance provider.
- 39.4. It is the intention of all Parties' that Employees will proactively manage their illness or injury and try to return to work as soon as possible.
- 39.5. Employees on income protection insurance are required to stay in touch with the Company on a regular basis (monthly unless otherwise agreed).

40. FLEXIBILITY CLAUSE

- 40.1. An Employer and Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- a) the Agreement deals with the following matters:
 - i) arrangements about when work is performed; or
 - ii) arrangements around job sharing; and
 - iii) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - iv) the arrangement is genuinely agreed to by the Employer and Employee.
- 40.2. The Employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 40.3. The Employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the Employer and Employee; and
 - c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - d) includes details of:
 - i) the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv) states the day on which the arrangement commences.
 - e) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - f) The Employer or Employee may terminate the individual flexibility arrangement:
 - i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii) if the Employer and Employee agree in writing at any time.

41. SIGNATORIES

- 41.1. The Parties recognise that each has a responsibility to ensure the successful operation of this Agreement.
- 41.2. The signatures below testify the fact that the Agreement has been endorsed at peak Company, Union and Employee levels.

<u>For and on behalf of the Employees:</u> 	<u>For and on behalf of the Company:</u> 
<u>Print Name in Full / Title of Signatory</u> Warren Smith Deputy National Secretary of the Maritime Union of Australia Division of the Construction Forestry and Maritime Employees Union	<u>Print Name in Full / Title of Signatory</u> Mike Zoetbrood Industrial Relations Manager
<u>Address of Signatory</u> 365-375 Sussex Street Sydney NSW 2000	<u>Address of Signatory</u> 47 Burswood Road Burswood, WA 6100
<u>Date of Signing Agreement</u> 27 March 2024	<u>Date of Signing Agreement</u> 26 March 2024
<u>Signature of Witness</u> 	<u>Signature of Witness</u> 
<u>Print Witness Name</u> Camilla Mason	<u>Print Witness Name</u> KATHERINE PENMAN

APPENDIX A - ROSTERS

At the commencement of this Agreement the Maintenance Service and Breakdown Roster will be 4 week cycle and a combination of 8H shift lengths and 12H shift lengths as follows:

Continuous Shift Roster							
	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Line 1	e	e	e	e	e	x	x
Line 2	x	x	x	x	x	n	BN
Line 3	BN	x	x	x	d	BD	BD
Line 4	x	n	n	n	n	x	x

- x = Not Rostered for Work,
 - d = Day shift, 8 Hours,
 - e = Evening shift, 8 Hours,
 - n = Night shift, 8 Hours,
 - BD = Big Day shift, 12 Hours,
 - BN = Big Night shift, 12 Hours.
- a) Should the Company require changing the rosters, the provisions of clause 18.10a) shall apply.
- b) Within the abovementioned Maintenance Service and Breakdown Roster, where a period of 5 consecutive days are rostered off (Mon - Sun) it is agreed that relevant Employees shall not be available to be allocated to work on those rostered days off.
- c) The rates of pay in accordance with clause 16.3a)0 of this Agreement are:

Continuous Shift Work Annual Salaries			
Applicable Date	MTL2	MTL1	MWL1
Current Rate	\$168,883.72	\$154,878.13	\$140,777.30
1 January 2024	\$176,139.07	\$161,573.26	\$146,908.39
1 January 2025	\$183,184.63	\$168,036.19	\$152,784.73
1 January 2026	\$190,512.02	\$174,757.63	\$158,896.12

Day Work (35 hours/week) - Leading Hand Salary	
Applicable Date	Leading Hand
Current Rate	\$156,990.20
1 January 2024	\$163,769.81
1 January 2025	\$170,320.60
1 January 2026	\$177,133.42

Included in the annual salary is a consolidated allowance of, \$12,637.80 (\$7.15/hour) applicable from date of commencement (including the 1 January 2024 wage increase), which will increase with annual pay adjustments.

From 1 January 2024, the consolidated allowance includes an additional \$500 in recognition of employees' use of their personal mobile phone for work related purposes such as receiving and making call to their Programmed Managers/Supervisors and taking photos of work related matters such as damage reports, incidents and the like.

The Company is not responsible for any damage or loss of employee's personal mobile phones.

APPENDIX B – GUARANTEED WAGE EMPLOYEES (GWE)

1. Intent

The parties intend and aim of this GWE arrangement is as follows:

- a. To provide employment security and guaranteed minimum hours of work and earning to 2 GWEs who are currently engaged as casual employees.
- b. To provide the company with flexibility to meet the business and client requirements and manage employee leave coverage.
- c. The GWE arrangement will remain in force for the duration of the EA unless agreed otherwise.

2. Guaranteed hours of work and minimum weekly earnings

- a. The GWEs are intended to be engaged for a minimum period of a 24 hours per week averaged over a 13-week period.
- b. A GWE will be paid:
 - i. A minimum of 24 hours per week at 100% of the base rate of pay at clause 16.4(b) of the Agreement; or
 - ii. The actual amount of payment for each shift worked;

Whichever amount is the greater.

3. Payment for shifts worked.

- a. A GWE will be paid for each shift worked in accordance with the applicable Agreement and Award loadings and penalty rates as shown in the table below.
- b. A GWE will be engaged for a full 8 or 12 hour shift unless agreed otherwise except in the case of training which will be minimum of 4 hours.
- c. A GWE will be paid the consolidated allowance for each ordinary hour worked. The consolidated allowance is included in the total per shift rates below.
- d. A GWE will be entitled to the Meal allowance in accordance with the Agreement.

Programmed Industrial Maintenance Fisherman Islands (Patrick) Site Maintenance Enterprise Agreement 2024

From FPP 1 January 2024					
Shift	Days	Shift length	Penalty %	MTL1 Shift Payment	MTL2 Shift Payment
d	Mon - Fri	8	100%	\$425.92	\$462.08
e	Mon - Fri	8	150%	\$610.28	\$664.52
n	Tues - Fri	8	200%	\$794.64	\$866.96
n	Sat	8	200%	\$794.64	\$866.96
BD	Sat	12	200%	\$1,191.96	\$1,300.44
BD	Sun	12	250%	\$1,468.50	\$1,604.10
BN	Sun	12	250%	\$1,468.50	\$1,604.10
BN	Mon	12	200%	\$1,191.96	\$1,300.44
P. Hols.	Day		8	250%	\$979.00
			12	250%	\$1,468.50
P. Hols.			8	300%	\$1,163.36
	Night		12	300%	\$1,745.04
OT	Mon - Sat	8	200%	\$794.64	\$866.96
	Sun	8	250%	\$979.00	\$1,069.40
	Mon - Sat	12	200%	\$1,191.96	\$1,300.44
	Sun	12	250%	\$1,468.50	\$1,604.10

From FPP 1 January 2025					
Shift	Days	Shift length	Penalty %	MTL1 Shift Payment	MTL2 Shift Payment
d	Mon - Fri	8	100%	\$442.96	\$480.56
e	Mon - Fri	8	150%	\$634.69	\$691.10
n	Tues - Fri	8	200%	\$826.43	\$901.64
n	Sat	8	200%	\$826.43	\$901.64
BD	Sat	12	200%	\$1,239.64	\$1,352.46
BD	Sun	12	250%	\$1,527.24	\$1,668.26
BN	Sun	12	250%	\$1,527.24	\$1,668.26
BN	Mon	12	200%	\$1,239.64	\$1,352.46
P. Hols.	Day		8	250%	\$1,018.16
			12	250%	\$1,527.24
P. Hols.	Night		8	300%	\$1,209.89
			12	300%	\$1,814.84
OT	Mon - Sat	8	200%	\$826.43	\$901.64
	Sun	8	250%	\$1,018.16	\$1,112.18
	Mon - Sat	12	200%	\$1,239.64	\$1,352.46
	Sun	12	250%	\$1,527.24	\$1,668.26

From FPP 1 January 2026					
Shift	Days	Shift length	Penalty %	MTL1 Shift Payment	MTL2 Shift Payment
d	Mon - Fri	8	100%	\$460.68	\$499.79
e	Mon - Fri	8	150%	\$660.08	\$718.74
n	Tues - Fri	8	200%	\$859.48	\$937.70
n	Sat	8	200%	\$859.48	\$937.70
BD	Sat	12	200%	\$1,289.22	\$1,406.56
BD	Sun	12	250%	\$1,588.33	\$1,734.99
BN	Sun	12	250%	\$1,588.33	\$1,734.99
BN	Mon	12	200%	\$1,289.22	\$1,406.56
P. Hols. Day		8	250%	\$1,058.89	\$1,156.66
		12	250%	\$1,588.33	\$1,734.99
P. Hols. Night		8	300%	\$1,258.29	\$1,375.62
		12	300%	\$1,887.44	\$2,063.43
OT	Mon - Sat	8	200%	\$859.48	\$937.70
	Sun	8	250%	\$1,058.89	\$1,156.66
	Mon - Sat	12	200%	\$1,289.22	\$1,406.56
	Sun	12	250%	\$1,588.33	\$1,734.99

4. Notice of Shifts to be worked.

- The Company will advise GWE of the shifts to be worked the next week (from the start of Monday 6:30 am shift to the end of Sunday 18:30 shift) by no later than 12:00 noon on the Wednesday.
- GWEs are required to work the shifts that have been notified as per (a) above unless they are taking leave under clause 7 of Appendix B.
- GWEs may be offered work without the required notice. In such cases the GWE may accept or decline the shift. Acceptance or rejection of the shift should be provided as soon as practicable.

5. Hours of work reconciliation

- The GWE is intended to work 13 x 24 hours = 312 hours of work in each 13-week period. Subject to the minimum payment at clause 2(b)(i), each shift worked will be paid at the applicable loading and penalty rates.
- Where a GWE has worked less than 312 hours over the 13-week period, the GWE shall work the shortfall in hours over the subsequent 13-week period without further payment.

Example:

The GWE worked 296 hours over the first 13-week period which represents a shortfall of 16 hours.

The 16 hours shortfall may be worked in the second 13-week period as:

- *Two 8 hours shift usually payable at 100% of the base rate; or*
 - *One 8 hours shift usually payable at 200% of the base rate; or*
 - *Any other agreed arrangement.*
- c. The maximum shortfall in hours to be worked in the subsequent 13-week period is 48 hours.
- d. Where the maximum shortfall of 48 hours is exceeded over 2 or more 13-week periods, the parties shall review the guaranteed hours in accordance with section 7 of this GWE Arrangement.

6. Overtime

- a. Once a GWE has worked 1768 hours in a year, they will be paid for such work at the applicable overtime rates as set out in the EA and table above.
- b. Paid leave will not be accrued on overtime.

7. Leave

The GWE will accrue paid leave proportional to their actual hours of work, up to the maximum accrual of a full-time employee.

The minimum leave accrual per week shall be based on 24 hours.

a. Annual Leave

- i. GWEs will accrue annual leave at a rate of 0.09615385 hours per hour worked to a maximum of 170 hours each year.

For Example: Where a GWE's total Annual Hours worked equates to 1768, they will have accrued the maximum 170 hours of annual leave.

- ii. Annual leave will be taken in blocks of one week (24 hours) and will be paid at the 100% base rate plus 27.5% leave loading.

b. Personal/Carer's Leave

- i. GWEs will accrue 0.05 hours of personal leave per hour worked to a maximum of 88.4 hours each year.

For example: If a GWEs total Annual Hours equates to 1768, they will have accrued the maximum thirteen (13) days of personal leave at 6.8 hours per day.

- ii. A day of personal leave will be debited at 6.8 hours and will be paid at the 100% base rate.

c. Long Service Leave

- i. GWEs will accrue 0.0192 hours of long service leave per hour worked to a maximum of 34 hours each year.

For Example: Where a GWEs total Annual Hours worked equates to 1768, they will have accrued the maximum 1.0 weeks (34 hours) of long service leave.

- ii. Unless agreed otherwise, long service leave will be taken in blocks of no less than 4 weeks and deducted at 24 hours per week of leave.

d. Other paid leave

- i. GWEs are entitled to other paid leave entitlements, such as Bereavement/Compassionate leave in accordance with the Agreement, Award or NES whichever is the more favourable for the employee.
- ii. GWEs do not accrue Days in Lieu (DIL) for public holidays worked or not worked.

e. Planned Days Off (PDO)

- i. GWE are entitled to 26 unpaid Planned Days Off (PDO) per year.
- ii. The PDO will be scheduled in advance by mutual agreement.
- iii. PDO shall be taken as a maximum 2 consecutive days unless otherwise agree.

8. Review of Guaranteed Hours

- a. The parties commit to regularly review the GWE arrangements to ensure its continued suitability and sustainability for GWEs and the Company.
- b. The parties agree to vary the minimum guaranteed hours (up or down) to reflect a significant and on-going change in the required hours of work available for GWEs.
- c. The parties are committed to any such measures necessary to minimise redundancies of the GWE where there is an on-going shortfall in available hours of work for GWEs.

9. Disputes and changes

- a. Where there is dispute or disagreement about the operation of this GWE Arrangement, the parties are committed to timely and genuine consultation and reaching a mutually agreed outcome.
- b. Where such agreement cannot be reached, the dispute resolution procedure of the Agreement will be utilised to resolve the matter.
- c. All agreed changes to the GWE Arrangement shall be recorded in writing and form part of the GWE Arrangement.