

**EMERSON GLADSTONE WORKSHOP
ENTERPRISE AGREEMENT 2024 – 2027**

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1 AGREEMENT TITLE

This Agreement will be known as the *Emerson Gladstone Workshop Enterprise Agreement 2024 - 2027* (the "Agreement").

2 PARTIES BOUND, SCOPE AND APPLICATION OF AGREEMENT

- 2.1. Subject to the *Fair Work Act 2009*, this Agreement covers the following parties:
 - 2.1.1. Emerson (Emerson Automation Solutions Final Control Australia Pty Limited) ("Company" or "Employer");
 - 2.1.2. All Employees usually employed at the Company's Gladstone workshop who are engaged in the classifications listed in Appendix 1 of this Agreement; and
 - 2.1.3. The Australian Manufacturing Workers Union (AMWU).
- 2.2. This Agreement will regulate the minimum wages and conditions of employment for all work performed by Employees covered by the Agreement.
- 2.3. The terms of the "*Manufacturing and Associated Industries and Occupations Award 2020*", ("the Award"), as varied from time to time, are incorporated into this Agreement. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.
- 2.4. In this Agreement references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise.
- 2.5. Upon incorporating Award terms into the Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award, so that references in an Award provision to the Award are to be read as references to a provision of this Agreement.
- 2.6. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES (and the NES provides a greater benefit), the NES provision will apply to the extent of the inconsistency.

3 OTHER AGREEMENTS SUPERSEDED

Subject to relevant legislation and the letter of offer/engagement, this Agreement supersedes and replaces any other signed Memorandum of Understanding or unsigned agreements, undertakings, understandings or arrangements, however described, applicable to the relationship between the parties to this Agreement.

4 RELATIONSHIP OF EMPLOYER POLICIES TO THIS AGREEMENT

Employees are obliged to comply with all Company policies, practices and procedures as amended from time to time.

5 DURATION OF THE AGREEMENT

- 5.1. This Agreement will commence operating from the first day of the first pay period commencing seven days after approval by the Fair Work Commission.
- 5.2. The Nominal Expiry Date of this Agreement is 30 September 2027.

6 NO EXTRA CLAIMS

It is agreed that no extra claims will be made by any parties to this agreement during the life of this

Agreement.

7 DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 7.1. **“Act”** means the *Fair Work Act 2009*, as amended from time to time.
- 7.2. **“Afternoon Shift”** means any shift on which the ordinary hours worked finish after 6.00pm and at or before midnight.
- 7.3. **“Award”** means the Manufacturing and Associated Industries and Occupations Award 2020.
- 7.4. **“Central Queensland Region”** means any site other than the Gladstone Workshop, north to Rockhampton, west to Emerald, southwest to Rolleston, and south to Maryborough.
- 7.5. **“Client”** means an organisation with which the Employer contracted to deliver services.
- 7.6. **“the Company”** or **“the Employer”** means or refers to Emerson (Emerson Automation Solutions Final Control Australia Pty Limited), ABN 83 000 922 690.
- 7.7. **“Consultation or Consult”** means, to engage in a discussion of issues and/or proposals and consider each party’s views before a course of action is embarked upon, Consultation shall not only be in appearance, but in fact.; however, the obligation to consult does not require that the parties to be consulted must agree before the Company may implement a decision.
- 7.8. **“Day worker”** means an Employee engaged other than as a shift worker, and whose ordinary hours are worked between 6.00am and 6.00pm Monday to Friday inclusive.
- 7.9. **“Employee”** means or refers to an Employee bound by this Agreement.
- 7.10. **“FWC”, means the Fair Work Commission or its successor.**
- 7.11. **“Gladstone Workshop”** means the Company’s Workshop based at 42 Bensted Road, Gladstone QLD 4680 or any alternative location to which the operations carried on at that address are relocated at any time before the termination of this Agreement.
- 7.12. **“NES”,** means the *National Employment Standards* or its successor as amended or replaced from time to time.
- 7.13. **“Night Shift”** means any shift on which the ordinary hours worked finish after midnight and at or before 8.00am.
- 7.14. **“Rostered Shift”** means a shift of which the Employee concerned has had at least forty-eight hours’ notice.
- 7.15. **“Site” or Site Work”** means a customer’s site where business is conducted on behalf of the Employer.
- 7.16. **“Shift worker”** For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a **shift worker** is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.
- 7.17. **“Union”** means the Australian Manufacturing Workers Union (AMWU).
- 7.18. **“Workplace Delegate”** means a person appointed or elected, in accordance with the rules of an Employee Organisation, to be a Delegate or Representative (however described) for Members of the organisation who work at this enterprise, in accordance with 350C (1) of the FWA 2009.

8 CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION

8.1 CONSULTATION

8.1.1. This term applies if:

- (a) the Employer has made a definite decision to introduce a change to production, program organisation, structure, or technology in relation to its enterprise, ; and the change is likely to have significant effect on Employees of the enterprise; or
- (b) proposes to introduce a change to the regular roster or the ordinary hours of work.

8.1.2. The Employer must notify and genuinely consult with the relevant Employees of the decision to introduce the major change.

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

8.1.4. If :

- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

8.1.5. As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purpose of the discussion – provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on Employees; and
 - (iii) any other matters likely to affect the Employees.

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

8.1.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

8.1.8. If a term in this Agreement provides for a major change to production, program,

organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in sub-clauses 8.1.2, **Error! Reference source not found.** and (b) are taken not to apply.

- 8.1.9. In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of the Employees; or
 - (c) the elimination or diminution of job opportunities
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.
- 8.1.10. For a change in the Employees' regular roster or ordinary hours of work, the Employer must:
- (a) Provide information to the Employee about the change,
 - (b) Invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities);
 - (c) Consider any views given by the Employees about the impact of the changes.
- 8.1.11. In this term, **relevant Employees** means the Employees who may be affected by the change.

8.2 FLEXIBILITY

- 8.2.1 An Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 8.2.2 The agreement deals with any of the following matters:
- (a) Hours of work.
 - (b) Work pattern requirements.
 - (c) Overtime.
 - (d) Parental Leave; and
 - (e) Training.
- 8.2.3 The arrangement meets the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in clause 8.2.2; and
- 8.2.4 The arrangement is genuinely agreed to by the Company and the Employee.
- 8.2.5 The Company is required to ensure that the terms of the individual flexibility arrangement

agreed under this clause:

- 8.2.6 Are about permitted matters under section 172 of the Act; and
- 8.2.7 Are not unlawful terms under section 194 of the Act; and
- 8.2.8 Result in the Employee being better off overall than the Employee would be if no arrangement was made; and
- 8.2.9 Except as required by clause 8.2.4, do not require any individual flexibility arrangement to be approved, or consented to, by another person.
- 8.2.10 The Company is required to 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 the Employee and if the Employee is under 18 years of age, signed by a parent or a guardian of the Employee; and
 - (d) Includes details of:
 - (i) The terms of the agreement that will be varied by the arrangement; and
 - (ii) 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
 - (iii) The day on which the arrangement commences; and
 - (iv) States the day on which the arrangement commences.
- 8.2.11 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.2.12 The Company or Employee may terminate the individual flexibility arrangement:
- 8.2.13 By giving 28 days written notice to the other party to the arrangement; or
- 8.2.14 If the Employer and Employee agree in writing, at any time.

8.3 RESOLVING WORKPLACE DISPUTES

- 8.3.1. Any complaint, grievance or dispute about any matter:
 - (a) arising under the Agreement; or
 - (b) in relation to the National Employment Standards.must be dealt with strictly in accordance with this clause.
- 8.3.2. At any or all stages of the dispute procedure under this clause, the Employee/s concerned are entitled to be represented by a Representative of their choice (e.g. Union/co-worker).
- 8.3.3. In the first instance the Employee/s concerned shall discuss the issue with his/her direct supervisor.
- 8.3.4. If the matter is not resolved, the Employee/s concerned shall then discuss the issue with a

higher level of supervision.

- 8.3.5. If not resolved, the Employee/s shall discuss with the Company's senior Management or HR department in an attempt to resolve the dispute.
- 8.3.6. If not resolved, either party, may refer the matter to the Fair Work Commission for mediation or conciliation.
- 8.3.7. If the matter cannot be resolved by the process above, either party involved in the Dispute may refer the matter to the Fair Work Commission to arbitrate over the matter. In so arbitrating, the Fair Work Commission may exercise the procedural powers under the Act in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. The decision will bind the parties to the dispute, subject to either party exercising a right of appeal (if available) against the decision to a Full Bench. Any decision or recommendation sought from the Fair Work Commission shall not be inconsistent with any applicable legislative requirements.
- 8.3.8. There must be an absolute commitment by the parties to achieve adherence to the above procedure. This shall be facilitated in the first instance by the party raising the dispute informing the other party, at the earliest possible moment of any issue or problem with respect to any matter which may be the subject of the procedure under this clause.
- 8.3.9. While the Parties are trying to resolve the Dispute using the procedure above, an Employee must continue to perform his or her work as they would normally prior to the issue arising, or in accordance with any other reasonable direction or instruction given by the Employer.
- 8.3.10. If work cannot continue as per clause 8.8 above, the Employee(s) affected
 - (a) must continue to work in accordance with this Agreement, unless that Employee has a reasonable concern about an imminent risk to his or her health or safety; and,
 - (b) must comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or at another workplace.
- 8.3.11. Neither party shall be prejudiced as to the settlement of the issue by the continuance of work, in accordance with clause 8.3.9
- 8.3.12. All disputes must be progressed in a timely manner as effectively as possible.

9 WORKING CONDITIONS

CATEGORIES OF EMPLOYMENT

9.1 Employees will be employed in one of the following categories:

- 9.1.1. Permanent Employment (Full-Time or Part-Time);
- 9.1.2. Fixed Term/ Specified Task Employment (Full-Time or Part-Time);
- 9.1.3. Casual Employment (including labour hire).

9.2 Permanent Full-Time Employee

- 9.2.1. "Permanent Full-Time Employee" means a Permanent Employee who is required to work a minimum of thirty- eight (38) ordinary hours per week for purposes of accrual of

entitlements.

9.2.2. A full time Employee is entitled to all provisions of this Agreement.

9.3 Permanent Part –Time Employee

9.3.1. “Permanent Part –Time Employee” means a Permanent Employee who is engaged to work less than thirty-eight (38) ordinary hours per week.

9.3.2. A Part time Employee is entitled to all provisions of this Agreement and shall accrue entitlements on a pro-rata basis.

9.4 Fixed Term/ Specified Task Employee

9.4.1. “Fixed Term Employee” means a person who is employed under a contract of employment with the Company for a specified period of time.

9.4.2. “Specified Task Employee” means a person who is employed under a contract of employment the Company for a specified task or project.

9.4.3. A Fixed Term/Specified Task Employee is entitled to all provisions of this Agreement and shall accrue entitlements on a pro-rata basis; but

9.4.4. is not entitled to bring proceedings for unfair dismissal under the Act where the employment has terminated at the end of the specified period or on completion of the specified task or project.

9.5 Casual Employee

9.5.1. “Casual Employee” means an Employee who is engaged by the hour, with a minimum engagement of four (4) hours and up to a maximum of 38 ordinary hours per week.

9.5.2. A Casual Employee will be paid:

9.5.2.1. the hourly rate applicable for the relevant classification as set out in Appendix 1 in this Agreement, plus a 25% Casual loading which will form part of the Casual Employees Ordinary Hourly Rate of pay.

9.5.2.2. The resulting rate will be known as the ‘Casual Ordinary Hourly Rate’.

9.5.2.3. Where this Agreement refers to a penalty rate, overtime rate or shift loading as being calculated as a percentage of the ordinary hourly rate, that reference will be taken to be a reference to the ‘Casual Ordinary Hourly Rate’.

9.5.3. When engaging a Casual Employee, the Company must inform the Employee:

(i) that they are being engaged as a Casual Employee; and

(ii) of their classification level and rate of pay.

9.5.4. Casual Employees have no entitlement to paid personal leave, public holidays or annual leave.

9.5.5. Employees employed exclusively for a shutdown shall be engaged on a casual basis.

9.5.6. For the purpose of this clause in regulating the ordinary hours of work, a Casual Employee shall be deemed a day worker, as defined in clause 7, Definitions.

9.5.7. All ordinary hours worked outside the span of ordinary hours referred to in (e) above, will be paid at the applicable overtime rate.

9.6. Casual Conversion to Full Time and Part Time Employment.

9.6.1. A Casual Employee, other than an irregular Casual Employee, after at least 6 months of being engaged regularly by the Company on a casual basis and if it is likely that the employment relationship will continue, a Casual Employee may elect to have their contract of employment converted to permanent employment. Where this occurs, the employment type may be either Full-Time employment or Part-Time employment, dependent on the requirements of the Company and upon agreement with the Employee.

9.6.2. The Company will give the Employee notice in writing of the provisions of clause 9.6.1. above within four (4) weeks of the Employee having attained such period of six (6) months. The Employee retains their right of election if the Company fails to comply with this clause.

9.6.3. Any such Casual Employee who does not within four weeks of receiving written notice elect to convert their contract of employment to permanent Full-Time or Part-Time employment is deemed to have elected against any such conversion.

9.6.4. Any Casual Employee who has a right to elect under clause 9.6.1., on receiving notice under clause 9.6.2. or after the expiry of the time given such notice, may give (4) four weeks' notice in writing to the Company that they seek to elect to convert their contract of employment to permanent Full- Time or Part-Time employment, and within (4) four weeks of receiving such notice the Company must consent to, or refuse the election but must not unreasonably so refuse.

9.6.5. If an Employee is engaged as a Casual Employee but is later determined to be a permanent Employee because they do not meet the definition in clause 9.5., they can claim their accrued leave entitlements for the impugned period, but that will be offset against any overpayment and / or casual loading paid to them for the relevant period.

9.6.6. Once a Casual Employee has elected to become and been converted to a Full-Time or Part-Time Employee, the Employee may only revert to casual employment by written agreement with the Company.

9.6.7. For the purpose of Clause 9.6, an irregular Casual Employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

9.6.8. An Employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

9.6.9. In the event a position is being filled by a Casual Employee but is employed as supplementary labour and has been Employed on a Regular and Systematic basis and if it is likely that the employment relationship will continue, the Company and the Employee may agree to have their contract of employment converted to permanent employment. Where this occurs, the employment type may be either Full-Time employment or Part-Time employment, dependent on the requirements of the Company and upon agreement with the Employee.

9.6.10. Where the NES provides for a greater provision than this Agreement, the NES provision will apply.

9.7. Apprentices

9.7.1. Apprentices are entitled to all provisions contained in this Agreement.

9.7.2. The following rates outline the percentage of the 100% relativity at the Entry Level of a

tradesperson, Service Technician III, Level 1 (C10) as outlined in Schedule 1 of this Agreement.

	Completed Year 12	Adult (i.e., 21 years of age or over)
Year 1	The relevant rate applicable to a trainee commencing after year 12 under National Training Wage Skill Level A 55%	National Training Wage Traineeship Skill Level B exit rate. 80%
Year 2	The relevant rate applicable to a trainee commencing at year 12 plus one year under National Training Wage Skill Level A 65%	85.9%
Year 3	75%	88.4%
Year 4	91.7%	91.7%

9.7.3 Where a permanent Employee wishes to undertake an adult apprenticeship, and this is agreed to by the Company, the Employee must not be financially disadvantaged by a reduction in wages. The Employee must remain on the ordinary rate of pay that the Employee was employed on immediately prior to commencing the apprenticeship if the apprenticeship rate is lower.

10 DEPLOYMENT

Due to operational requirements, Employees may need to be deployed to other sites covered by this Agreement in Gladstone or the Central Queensland region. Upon Employee agreement to the deployment, the Employee will be paid in accordance with applicable provisions contained in this Agreement for the duration of any deployment.

11 HOURS OF WORK – GENERAL

- 11.1. Subject to clause 12.1, the ordinary hours of work are to be an average of 38 Hours per week and must not exceed 152 hours in 28 consecutive days.
- 11.2. By agreement between the Employer and the majority of Employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- 11.3. By agreement between the Employer and an individual Employee, the span of hours over which day work or shifts may be worked may be altered by up to one hour at either end of the span.
- 11.4. Any ordinary hours worked outside the spread of hours will be classed as such but shall be paid for at the applicable overtime rates.
- 11.5. A Shiftworker, or a “Day Worker” who in lieu of day work, works on an afternoon or night shift for less than five (5) consecutive shifts, shall be paid for each shift 50% for the first 3 hours and 100% for the remaining hours in addition to the ordinary rate of pay.

- 11.6. An Employee who is required by the Company to be at the premises on any normal working day or night for twelve (12) hours, eg 6.00 am to 6.00 pm or 6.00 pm to 6.00 am shall be paid for the full twelve (12) hours.
- 11.7. For the purpose of this Agreement the rate for working Ordinary Hours on weekends and Public Holidays shall be as follows:
- Saturday – time and one half.
 - Sunday - double time.
 - Public Holiday - double time and one half.

12 MATTERS UPON WHICH AGREEMENT MAY BE REACHED

Matters upon which agreement between the Employer and Employees may be reached where a majority of the Employees affected agree, include:

- 12.1. How the hours are to be averaged within a work cycle established in accordance with Clauses 11, 13, and 14.
- 12.2. The duration of the work cycle for day workers provided that such duration shall not exceed 3 months.
- 12.3. Rosters which specify the starting and finishing times of working hours.
- 12.4. Arrangements of ordinary hours which exceed 8 hours in any day, but not exceed 10 ordinary hours in any day.

13 PROVISIONS FOR DAY WORKERS ONLY

- 13.1. The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Employer and the Employee concerned.
- 13.2. The ordinary hours of work are to be worked continuously, except for meal breaks, between 6.00 am and 6.00 pm.
- 13.3. All work performed outside of the span of ordinary hours shall be paid at overtime rates.
- 13.4. A “Day Worker” who is required to do an Afternoon or Night shift must be given a minimum of 24 hours’ notice before the commencement of the shift change. Where there is a failure by the Company to provide such notice, the Employee shall be entitled to be paid, in addition to their ordinary rate of pay, 50% for the first 3 hours and 100% for the remaining hours worked prior to the expiration of the 24-hour period from the time notice was actually given, after which the usual shift loading applies.

14 PROVISIONS FOR SHIFT WORKERS

- 14.1. The ordinary hours of work may be worked on any day Monday to Sunday inclusive.
- 14.2. The ordinary hours of work must be worked continuously, inclusive of meal breaks.
- 14.3. Shift workers are entitled to a paid 30-minute meal break on each eight-hour shift.
- 14.4. Except at change-over of shifts an Employee will not be required to work more than one shift in each 24 hours.
- 14.5. An Employee who works on an afternoon or night shift, and does not continue:

- 14.5.1. For at least six successive afternoon or night shifts on a site that works on a six-day week (where no more than eight ordinary hours are worked on each shift); or
 - 14.5.2. for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with the definitions for either an Afternoon or Night Shift as described above).
 - 14.5.3. must be paid for each shift 50% for the first three (3) hours and 100% for the remaining hours, in addition to his or her ordinary rate.
- 14.6. For the purpose of this Agreement, Afternoon shift will follow on from Day shift, and Night Shift shall follow Afternoon shift in any 24-hour cycle.
- 14.7. An Employee whilst on afternoon or night shift shall be paid for the ordinary hours on such shift a loading of 15% of his or her ordinary hourly rate and shall be paid on all hours worked.
- 14.8. An Employee who:
- 14.8.1. during a period of engagement on shift, works night shift only; or
 - 14.8.2. remains on night shift for a longer period than four consecutive weeks; or
 - 14.8.3. works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle,
- 14.9. must, during such engagement, period or cycle, be paid 30% extra for all time worked during ordinary working hours on such night shift.
- 14.10. Where ordinary shifts fall partly on a Saturday, Sunday or Public Holiday, the day in which the shift has commenced as defined shall be regarded as the shift worked as per subclause 14.6.

15 WORK PATTERN REQUIREMENTS

- 15.1. Operational and Client requirements may require Employees to work patterns of work which include Rostered Days Off (RDOs) and which may require the ordinary hours referred to in Clauses 11, 13, and 14 to average the ordinary hours over the work pattern.

16 REST BREAKS AND MEAL BREAKS

- 16.1. An Employee is entitled to a rest break of twenty (20) minutes without deduction of pay each day or shift at a time determined by the Company between the start of the day or shift and the 30-minute meal break.
- 16.2. A "Day Worker" is entitled to an unpaid meal break of thirty (30) minutes duration on each day Monday to Friday inclusive.
- 16.3. Except by agreement between the Employer and worker affected, an Employee must not be required to work for more than five hours, without a meal break from the commencement of the shift.
- 16.4.

By agreement between the Employer and an Employee or the majority of Employees, Employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a break. All time worked in excess of the agreed time shall be paid at time and one half until such meal break is taken.

- 16.5. The time of taking a scheduled meal break or rest break by one or more Employees may be altered or staggered by an Employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 16.6. Where a day worker is required to work overtime hours on a Saturday, Sunday or Public Holiday, they shall be entitled to a twenty (20) minute break at an agreed time paid at the applicable overtime rate after the completion of each four (4) hours of work, or in line with the breaks associated with such site.
- 16.7. Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one hour, an Employee shall be entitled to a rest break of twenty (20) minutes to be paid at the appropriate rate.
- 16.8. Where a ten (10) hour day is worked, (8 hours ordinary and 2 hours at time and a half subject to the arrangement of ordinary hours) the twenty (20) minute rest break may be waived and paid at the end of the shift, on the condition that there is no more than four (4) hours worked in any one session.

17 OVERTIME

17.1. PAYMENT FOR WORKING OVERTIME

17.1.1. Except as provided for in sub-clause 17.1.3 all work done outside ordinary hours on any day work or shift (as established under Causes 11, 13, and 14) is defined as overtime and paid for at overtime rates outlined in the table below.

Day	First Three (3) Hours Overtime	Time Thereafter
Monday to Saturday inclusive	Ordinary hourly rate under this Agreement plus one half of the ordinary hourly rate	Ordinary hourly rate under this Agreement plus the ordinary hourly rate
Sunday Minimum 3 hours	Ordinary hourly rate under this Agreement plus the ordinary hourly rate	Ordinary hourly rate under this Agreement plus the ordinary hourly rate
Public Holidays - Double time and one half within the usual ordinary hours	Ordinary hourly rate under this Agreement plus 150% of the ordinary hourly rate	Ordinary hourly rate under this Agreement plus 150% of the ordinary hourly rate

17.1.2. For the purposes of this clause "ordinary hours" means the hours worked in accordance with Causes 11, 13, and 14 of this Agreement.

17.1.3. An Employee, at their request, may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer, provided that:

- (a) Time taken off in lieu of payment for overtime worked must be taken and paid at the ordinary time rate that is an hour off for each hour worked.
- (b) The Company must, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked under this paragraph where time off in lieu of payment has not been taken within four weeks of accrual.

17.2. CALL-OUTS

Subject to Clause 11, an Employee recalled working overtime after leaving the Company's enterprise must be paid for a minimum of four (4) hours work at the appropriate overtime rate on each occasion in accordance with the table in sub-clause 17.1.1 above.

17.3. REST PERIOD AFTER OVERTIME HOURS

- 17.3.1. When overtime hours are necessary it must, wherever reasonably practicable, be arranged so that the Employee has at least ten (10) consecutive hours off duty between the work of successive working days.
- 17.3.2. In instances where an Employee would not have at least ten (10) consecutive hours off duty before commencing work again at the scheduled time, the Employee must be released after completing the overtime hours until he/she has had ten consecutive hours off duty without loss of pay for normal rostered working time occurring during such an absence.
- 17.3.3. In the event an Employee is required to have a lay day after working excessive overtime or night shift, and such day falls on a weekend or public holiday, the Employee is entitled to have the next immediate day on which such Employee would have normally worked off without loss of pay.

17.4. MEAL ALLOWANCE

- 17.4.1. An Employee is entitled to a meal allowance of \$20.15 as varied from time to time on each occasion that the Employee is entitled to a rest break in accordance with Clauses 16.7 and 16.8, except in the following circumstances.
 - (c) If the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime.
 - (d) If the Employee is a shift worker and was notified not later than the previous day or previous rostered shift, they would be required to work such overtime.

17.5. SITE WORK, TRAVEL ALLOWANCE, TRAVEL TIME AND ACCOMMODATION

- 17.5.1. An Employee who is required to work on a site away from the workshop located at 42 Bensted Road, must be paid in accordance with sub-clause 17.5.45 and sub-clause 17.5.56 of this agreement.
- 17.5.2. In the absence of a site agreement the Employee shall be paid a 5.0% uplift to their base hourly rate.
- 17.5.3. All site work is to be performed on the basis of starting and finishing at the site crib hut or office.
- 17.5.4. Any Employee who attends the Company's customer's site to perform work will comply with the site policies in place at that site, including Health, Safety, Smoking and Drug and Alcohol policies.
- 17.5.5. Where Employees are required to work on a specific site, and the principal/client confirms conditions in a registered enterprise agreement that contains site rates higher than the rates under this agreement, the Employees whilst working on such site shall be paid in accordance with the higher site rates.
- 17.5.6. An Employee who is required to work over on the gas facilities on Curtis Island shall be paid no less than the Maintenance rates paid on the site for their classification whilst on site. The usual ordinary rate of pay shall be paid from their designated starting point on the mainland to the jetty or turnstiles on the island and upon return from the island jetty or

turnstile to their designated finishing point.

- 17.5.7. Where an Employee works on a site where it is not reasonable to travel home to their normal place of residence each day, then the site shall be classified as distant work.
 - 17.5.8. Employees working on distant work shall be paid a travel allowance as follows, once at the start of the engagement and once at the completion of the engagement.
 - (e) Travel time shall be paid from the Employees point of hire to their place of distant accommodation at their ordinary rate, or at 1.5 Times their ordinary rate for travel on Sundays or Public Holidays. The maximum travel time to be paid is 12 hours every 24 hours.
 - (f) Travel expenses will be paid to Employees not transported in company vehicles or at company expense. Where the company is not able to provide transport to remote sites, on approval from the Service Manager, ATO kilometre rates would apply.
 - 17.5.9. Employees working on distant work shall be provided with full food and board free of charge. The accommodation will be in single, reverse cycled air-conditioned rooms, with private bathroom facilities, the accommodation will also include a fridge, TV and internet facilities, where available.
 - 17.5.10. Where the provided accommodation is away from the workplace, the Employee shall be paid at the ordinary rate for the time spent traveling each way.
- 17.6. Where the nature of the workplace is such that there is no suitable accommodation at a distance less than the Employee's normal residence, then the company shall provide transport between the workplace and drop off points reasonably adjacent to the Employee's normal residence. Travel time shall be paid between the workplace and the Employee's normal residence and paid at the Employees ordinary rate of pay.

18 REMUNERATION

- 18.1. The classifications and rates of pay are contained at in Appendix 1 of this Agreement. Employees must be paid in accordance with their individual classification as detailed in Appendix 1.
- 18.2. The all-purpose hourly wage rates of pay detailed in Appendix 1 include the minimum compensation for all disabilities and/or special skills (other than for those for which allowances are provided) and/or special rates associated with, or likely to be associated with, work on, or in connection with the industry/site including industry allowance, site or similar allowance, any allowance for dirty work, hot work, confined spaces, coal dust, toxic or irritant materials or other allowance or a kindred nature, fares and travelling time (save for Clause 17) not elsewhere prescribed in this Agreement.
- 18.3. The Company will upon employment, determine in consideration of and in accordance with the licenses, the appropriate classification level for each Employee.
- 18.4. Upon completion of the probationary period, the Employee will be re-assessed as to their performance and may be moved to a higher level within the classification structure if the Employee is performing and required to continue performing the roles of a higher classification.
- 18.5. The Company will for the purpose of this Agreement ensure Employees' performance is assessed annually. Such reviews will be used in determining whether an Employee is eligible to move to a higher level within the classification structure.
- 18.6. The Company may agree to an out of cycle review whereby an Employee is required to work above their current classification and would therefore be eligible to move to a higher level.

18.7. This procedure does not remove the Company's right to appoint an Employee to a classification at its sole discretion.

19 ENTITLEMENTS UNDER THE NATIONAL EMPLOYMENT STANDARDS

19.1. THE NATIONAL EMPLOYMENT STANDARDS

Unless provided elsewhere in this Agreement, all leave entitlements shall be provided for as per the National Employment Standards (NES). Where the NES is varied to provide a benefit higher than that contained in this agreement, the lower benefit contained in this agreement shall be null and void and the benefit contained in the NES shall apply.

19.2. ANNUAL LEAVE

As a benefit additional to the Annual Leave entitlements under the NES, a non-casual Employee who proceeds on annual leave must receive a loading of 17.5% calculated on the total amount of holiday pay received.

- 19.2.1. A permanent full-time Employee shall accrue progressively four (4) weeks, paid annual leave for each twelve months continuous service. A Part-time Employee shall accrue annual Leave entitlements on a pro-rata basis. An Employee who is a Continuous Shift-worker shall be entitled to one (1) additional week of annual leave in accordance with s 87(1)(b) of the *Fair Work Act 2009*.
- 19.2.2. An Employee who proceeds on annual leave shall receive a loading of 17.5% calculated on the total amount of holiday pay received.
- 19.2.3. Notwithstanding sub-clause 19.2.2. above, an Employee will be paid the wages they would have received in respect of the ordinary time the Employee would have worked (excluding overtime) on an Afternoon Shift or Night Shift, shall receive payment of the shift penalty in accordance with their normal roster or 17.5%, whichever is the greater.
- 19.2.4. Where a public holiday is observed on an ordinary working day during the period of annual leave that day will not be deducted from the Employees annual leave accrual as it will be observed as a Public Holiday.
- 19.2.5. All Accrued Annual leave shall be paid out as if taken in accordance with this clause on termination of employment.

19.3. PUBLIC HOLIDAYS

- 19.3.1. An Employee other than a casual Employee shall be entitled to observe all public holidays as gazetted in Queensland without loss of pay for Ordinary hours.
- 19.3.2. Where a Non-Casual Employee works on a roster which is structured to include a day off that falls on a Public Holiday, such Employee shall be entitled to either:
 - 7.6 hours of pay at the ordinary time rate; or,
 - 7.6 hours of extra Annual Leave accredited, without entitlement to Leave Loading for that extra Annual Leave time; or,
 - a substitute day off on an alternative weekday, to be taken on a day agreed between the Employer and the Employee.

19.4. PERSONAL CARERS LEAVE

- 19.4.1. Personal/Carers leave is leave where an Employee (other than a casual Employee) is unable to attend work on account of personal illness or injury (i.e. sick leave) or because the Employee is required to provide care for a member of the Employee's immediate family or household (i.e. carers' leave).
- 19.4.2. An Employee (other than a casual Employee) is entitled to accrue progressively up to 10 days paid personal leave per annum which may be taken as sick and/or carer's leave.
- 19.4.3. To be entitled to be paid Personal/Carers leave an Employee who is absent from work for two (2) or more days is required to produce satisfactory evidence to the Company as for the reason they were unable to attend work for those days.
- 19.4.4. An Employee, when taking Personal/Carers leave must as soon as practicable, prior to the commencement of the rostered start or within two hours of their shift contact and notify the Company of their inability to attend.
- 19.4.5. An Employee is not entitled to payment of personal leave while receiving payments under Workers Compensation.
- 19.4.6. Unused personal leave accruals will carry over from year to year.

19.5. LONG SERVICE LEAVE

- 19.5.1. Long service leave payment is in accordance with the Queensland *Industrial Relations Act 2016*.

19.6. LEAVE FOR YOUR BIRTHDAY (SIGNIFICANT DAY)

- 19.6.1. An Employee other than a casual Employee shall be entitled to observe one (1) day each year for the purpose of celebrating their Birthday, or other significant day, without loss of pay.
- 19.6.2. This day should be taken on the Employee's birthday but may be taken at any time during each 12-month period at a mutually agreed time between the Manager and the Employee.
- 19.6.3. This day will be available after the employee has passed their probation and must be taken within 12 months of it becoming available, between 1 October and 30 September of that year. It shall not accumulate from year to year.

20 SUPERANNUATION

- 20.1. The Company will make superannuation contributions as required by the Superannuation Guarantee (Administration) Act 1992 on behalf of each Employee. If an Employee has not nominated a fund, the Company will as per comply with legislative requirements attempt to and make contributions to the "Stapled Fund" nominated by the ATO. In the absence of a "stapled fund" being nominated by the ATO the Company will make superannuation contributions to a MySuper compliant fund of its choice, such as Australian Super.

21 TERMINATION

- 21.1. Notice of Termination is a matter dealt with by the NES.

Period of continuous service	Minimum notice period
1 year or less	1 week
More than 1 year - 3 years	2 weeks

More than 3 years - 5 years	3 weeks
More than 5 years	4 weeks

21.2. Minimum notice periods for Employees over 45 years old:

An Employee has to get an extra week of notice if they're over 45 years old and have worked for the Employer for at least 2 years.

21.3. During the period of notice of termination given by the Employer, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times convenient to the Employer after consultation with the Employee.

21.4. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee may, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

21.5. Casual Employees may be terminated by the giving of one (1) hours' notice.

21.6. Employee Period of Notice

21.6.1. A permanent Employee may resign or terminate their Employment with the Company by giving the Company notice based on NES (National Employment Standard).

21.6.2. Failure to meet the minimum requirement of notice prescribed in Clause 21 may result in the forfeiture of pay entitlement for the outstanding duration of the said notice.

21.7. Return of Property

Upon termination of employment for any reason, all property belonging to the Company must be returned as soon as possible.

22 REDUNDANCY

In the event that a permanent Employee is terminated for reason of redundancy they will receive a severance payment at their ordinary rate of pay (not including rostered overtime, shift allowance or any other penalty or allowance) in addition to any notice of termination in accordance with Clause 21.1 calculated on their period of continuous service as follows:

Period of continuous service	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks

Period of continuous service	Redundancy pay
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	16 weeks

23 OTHER EMPLOYMENT CONDITIONS

23.1. PAYMENT OF WAGES

- 23.1.1. Payment of wages will be by electronic transfer on a weekly basis into a bank account nominated by the Employee to a recognised financial institution. The Company shall ensure Employees are paid on time, subject to any issues beyond the Company's control.
- 23.1.2. In the event an Employee does not receive their full entitlement for the week, upon notification from the Employee, the Employer shall make good any underpayments within 24 hours or as soon as possible prior to the next pay week.

23.2. INDUSTRIAL CLOTHING AND SAFETY EQUIPMENT

23.3. Clothing and Safety Footwear

The Company will issue safety and protective clothing and footwear to each Employee as follows:

23.3.1. The Company will purchase and distribute upon engagement to permanent employment four (4) sets of protective clothing, (e.g., Shirt and pants/jeans, or overalls), a Hi Vis winter jacket for those Employees permanently engaged between May and August and a pair of safety boots (value up to \$115.00). An Employee may be reimbursed up to \$160 if they require a special pair of safety boots other than standard issued boots.

23.3.2. The Company will replace safety and protective clothing and footwear on a fair wear and tear basis where damage to clothing or footwear has arisen through the day-to-day work.

23.3.3. It is a condition of employment that safety clothing and footwear as provided be worn in the workshop and on site at all times.

23.3.4. If an Employee ceases employment with the Company within three (3) months of commencing employment, all clothing and footwear provided by the Company must be returned to the Employer immediately upon the cessation of employment.

23.4. Eye Protection

23.4.1. Upon commencement of employment, the Employee will be issued with eye protection. It is a condition of employment that eye protection be worn at all times whilst in the workshop, yard and on site other than in offices and crib sheds or as required by specific sites and policies. This may include the requirement to wear mono goggles and/or face shields.

23.4.2. Permanent Employees who wear prescription glasses shall be provided by the Company with standard prescription safety glasses of an equivalent value at no cost to the Employee or a reimbursement to the value of \$350.00 towards the purchase of Approved (AS1337) safety glasses should you choose to purchase your own safety glasses for work. These prescription safety glasses shall be replaced on a fair wear and tear basis to an equivalent standard.

24 SALARY SACRIFICE

All Employees will be able to contribute additional to superannuation through salary sacrifice in accordance with the Company policy and procedure. Employees are encouraged to obtain independent professional advice on their particular circumstances and appropriate salary sacrifice arrangements.

25 TRAINING

- 25.1. Employees may be required to undertake site inductions and/or training nominated by the Company to ensure they have all the skill and competencies needed to perform all of the tasks required of their classification.
- 25.2. Employees may be required to teach some work skills and procedures to other team members as part of their normal function within their classification or as agreed with the Company.
- 25.3. The Company will meet the costs of any induction and/or training that the Company requires an Employee to undertake. While attending any inductions and/or training required by the Company, Employees will be paid their ordinary time rate of pay for all hours. Any travel associated with Employee initiated training will be unpaid.
- 25.4. Where an Employee is required by the company to travel to training on the previous day or shift, the company shall provide suitable accommodation, which shall include an evening meal, and breakfast for each occasion.

26 INCLEMENT WEATHER

- 26.1. The Employer and Employees must adopt a reasonable approach as to what constitutes inclement weather and ensure an appropriate risk assessment is carried out.
- 26.2. The relevant Supervisor, in consultation with affected Employees and, when appropriate, the Health and Safety Representative, must assess the weather conditions and where necessary must transfer Employees to other available sites, work activities or training.
- 26.3. Employees must accept transfer to an area not affected by inclement weather where useful work is available provided the useful work is within the Employees skill, competency and training.
- 26.4. Where useful work is not available, the use of time that would otherwise be non-productive because of inclement weather must be utilised for activities as determined by the Employer such as relevant and meaningful skills development, safety training and other training, presentation and participation in learning, planning or any other useful utilisation of time as the Employer may reasonably require.
- 26.5. Where it is safe to do so, work must continue during periods of inclement weather. The Employer must issue all necessary PPE where appropriate.
- 26.6. Where an Employee is required to work in the rain to undertake critical work and as a direct result gets their clothing wet the Employee will be released from duty to change into dry clothing with no loss of wages.
- 26.7. When work ceases or cannot commence because of rain, Employees must continue to be paid in accordance with the Agreement but must remain at the site until released. After four (4) ordinary

hours, if information indicates rain will continue, the Site Manager may release Employees for the remainder of the day. In this situation, Employees must be paid their ordinary hours for that day.

- 26.8. Where, because of the nature of the work to be performed, the Site Manager, decides that work cannot recommence on that day even if rain ceases, they may release the Employees affected for the remainder of the day. In this situation, Employees must be paid the ordinary hours for that day.

27 WORKPLACE DELEGATES RIGHTS

27.1 WORKPLACE DELEGATE

This Clause provides for the exercise of the rights of Workplace Delegates set out in section 350C of the Fair Work Act 2009.

27.1.1. In this Clause:

- (a) **Employer** means the Employer of the Workplace Delegate;
- (b) **Delegates Organisation** means the Employee Organisation in accordance with the rules of which the Workplace Delegate was appointed or elected; and
- (c) **Eligible Employees** means Members and persons eligible to be members of the Delegate's Organisation who are employed by the Employer in the enterprise.

27.1.2. Before exercising entitlements under clause 27, a Workplace Delegate must give the Employer written notice of their appointment or election as a Workplace Delegate. If requested, the Workplace Delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.

27.1.3. An Employee who ceases to be a Workplace Delegate must give written notice to the Employer within 14 days.

27.2 THE RIGHTS TO REPRESENT

27.2.1. The Union/Workplace Delegates may represent the industrial interests of eligible Employees who wish to be represented by the Workplace Delegate in matters including:

- (a) Consultation about major workplace change;
- (b) resolution of disputes;
- (c) disciplinary processes;
- (d) represent the interest of Union Members to the Employer and before industrial tribunals;
- (e) enterprise bargaining where the Workplace Delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the Delegate's Organisation with enterprise bargaining; and
- (f) any process or procedure within this Agreement or a policy of the Employer under which Eligible Employees are entitled to be represented and which concerns their industrial interests.

27.2.2. An elected Workplace Delegate on the site and endorsed by the Union as the Delegate,

must be recognised as the representative of the Union Members and Eligible Employees and must be allowed a reasonable amount of paid time off work to:

- (a) Consult and speak with Union Members and Eligible Employees on matters relating to their employment such as a grievance or dispute.
- (b) Consult and confer with Officials of the Union.
- (c) Consult with the Eligible Employees in relation to any consultation process set out in this agreement.

27.2.3. The Workplace Delegate/Representative must first notify their Supervisor of their intention to take that time off, stating which of the above categories is applicable, and seek the Supervisor's approval. The Supervisor, or any other representative of the Company making a decision in relation to the request for paid time off must not unreasonably withhold approval.

27.2.4. Workplace Delegates must be provided with reasonable access to the following workplace facilities:

- (a) a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Delegate and Eligible Employees;
- (b) a physical or electronic noticeboard;
- (c) electronic means of communication ordinarily used in the workplace by the Employer to communicate with Eligible Employees and by Eligible Employees to communicate with each other, including access to Wi-Fi;
- (d) a lockable filing cabinet or other secure document storage area; and
- (e) office facilities and equipment including printers, scanners and photocopiers.

27.2.5. The Employer is not required to provide access to or use of a workplace facility under this clause if:

- (a) The workplace does not have the facility;
 - (i) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (ii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking all reasonable steps.

27.3 ENTITLEMENT FOR REASONABLE ACCESS FOR TRAINING

27.3.1. The Employer must provide a Union / Workplace Delegate with access to up to 5 days of paid time during normal working hours for initial training to attend courses conducted by the Union or a mutually agreed training provider, that are designed to provide skills and competencies that will assist the Workplace Delegate to contribute to the prompt resolution of disputes in the workplace.

27.3.2. For each subsequent year, the elected Workplace Delegate is entitled to take up to 5 days leave each calendar year, non-cumulative, to attend courses conducted by a mutually

agreed training provider, that are designed to provide skills and competencies that will assist the Workplace Delegate to contribute to the prompt resolution of disputes in the workplace.

- 27.3.3. The Workplace Delegate must satisfy the Employer of attendance at the course to qualify for any Employer payment in relation to the leave.
- 27.3.4. Application for training leave must be made to the Employer in writing, and include the nature, content and duration of the course to be attended. The Workplace Delegates must provide a minimum of four (4) weeks' notice of the proposed training. This notice period may be reduced by agreement with the Employer where unforeseen circumstances make it difficult to give 4 weeks' notice.
- 27.3.5. The granting of leave pursuant to this clause is subject to the Employer being able to make adequate staffing arrangements amongst current Employees during the period of such leave.
- 27.3.6. Leave of absence granted pursuant to this clause counts as service for all purposes of this Agreement.
- 27.3.7. All expenses (such as travel, accommodation and meals) associated with or incurred by the Workplace Delegate attending a training course as provided in this clause shall be the responsibility of the Employee or the Union.

27.4 EXERCISE OF ENTITLEMENTS UNDER THIS CLAUSE

- 27.4.1. A Workplace Delegates entitlements under this clause are subject to the conditions that the Workplace Delegate must, when exercising those entitlements:
 - (a) comply with their duties and obligations as an Employee;
 - (b) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (c) not hinder, obstruct or prevent the normal performance of work; and
 - (d) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- 27.4.2. Clause 27 does not require the Employer to provide a Workplace Delegate with access to electronic means of communication in a way that provides individual contact details for Eligible Employees.
- 27.4.3. Clause 27 does not require an Eligible Employee to be represented by a Workplace Delegate without the Employee's agreement.
- 27.4.4. Under clause 27, the Employer must not:
 - (a) unreasonably fail or refuse to deal with a Workplace Delegate;
 - (b) knowingly or recklessly make a false or misleading representation to a Workplace Delegate; or
 - (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a Workplace Delegate under the [Act](#) or clause 27 of this Agreement.

27.5 INTERACTION WITH OTHER CLAUSES IN THIS AGREEMENT

Other clauses within this Agreement may give additional or more favourable entitlements to Workplace Delegates (however described). If an entitlement of a Workplace Delegate under another clause of this Agreement is more favourable to the Delegate than an entitlement under clause 27, the entitlement under the other clause applies instead of the entitlement under clause 27.

28 APPENDIX 1 – CLASSIFICATION STRUCTURE AND RATES

28.1 WORKSHOP RATES

Effective from the first full pay period on or after the dates below.

<u>Classification</u>		<u>1 December 2024</u>	<u>1 December 2025</u>	<u>1 December 2026</u>
Trade Assistant	80%	\$34.10	\$35.30	\$36.53
Warehouse Level I	90%	\$38.37	\$39.71	\$41.10
Warehouse Level II	95%	\$40.50	\$41.91	\$43.38
Service Technician I	100.0%	\$42.63	\$44.12	\$45.67
Service Technician II	103.5%	\$44.12	\$45.67	\$47.27
Service Technician III	107.0%	\$45.61	\$47.21	\$48.86
Senior Service Technician I	110.5%	\$47.10	\$48.75	\$50.46
Senior Service Technician II	114.0%	\$48.60	\$50.30	\$52.06

29 LEADING HAND ALLOWANCE

29.1. An Employee who been appointed by the company to perform the role of Leading Hand shall be paid an all-purpose rate of \$2.86 per hour for all hours engaged as such, in addition to the Employee's applicable classification rate. This amount shall be adjusted in line with relevant EBA increases as they may occur.

29.2. Where an Employee receiving the Leading Hand Allowance is unavailable due to being absent from work for a period of one ordinary day or more, the company will ensure that another suitably qualified and experienced Employee will be appointed to temporarily perform the role of Leading Hand during the absence, and shall be paid an all-purpose rate of \$2.86 per hour for all hours engaged as such, in addition to the Employee's applicable classification rate.

30. FIRST AID ALLOWANCE

An Employee who has a valid certification as a first aid attendant and is required by the Company to perform this duty, shall be paid a flat allowance of no less than \$20.54 per week. This amount shall be adjusted in line with relevant Award increases as they may occur.

31 Gladstone Workshop Classifications

Classification Title	Award		Requirements
	Equivalent	Relativity	
1 Trade Assistant		80.0%	
2 Warehouse Technician I		90.0%	Certificate III Supply Chain Operations
3 Warehouse Technician II		95.0%	Certificate III Supply Chain Operations Demonstrated high efficiency in all Warehouse operations
4 Service Technician I	C10	100.0%	Relevant engineering trade qualification
5 Service Technician II		103.5%	Relevant engineering trade qualification Demonstrated high efficiency in 2 workshop skill modules
6 Service Technician III		107.0%	Relevant engineering trade qualification Demonstrated high efficiency in 4 workshop skill modules Demonstrated ability to lead\teach other Technicians
7 Senior Service Technician I		110.5%	Relevant engineering trade qualification Demonstrated high efficiency in 6 workshop skill modules Demonstrated ability to lead\teach other Technicians or Relevant engineering trade qualification Additional relevant higher qualifications (Instro, S\Class welder)
8 Senior Service Technician II		114.0%	Relevant engineering trade qualification Demonstrated high efficiency in 6 workshop skill modules Demonstrated ability to lead\teach other Technicians Additional higher repsonsibilities or Relevant engineering trade qualification Additional relevant higher qualifications (Instro, S\Class welder) Additional higher repsonsibilities
* Conditions			<p>1) Other specialist roles not listed can progress though Service Technican classifications. Equivalent qualifications relevant to the role, experience and demonstrated efficiency to be considered as requirements.</p> <p>2) Any progression of classification requires: - Demonstrated positive attitude & participation in safety - Demonstrated reliable quality of workmanship - Reliable attendance & reasonable overtime where required</p> <p>3) Standard time period to demonstrate requirement is 6mths. To facilitate introduction to the new process, the first period will be reduced to 3 months.</p> <p>4) One level of progression per assessment per 12mth period.</p>

SKILL MODULES	
Gate Valves	F955\6 F952 KGF\GVH Wedge gate valves
Butterfly (Bare shaft)	F364\7\8 F990 F2000 Vanessa Check valves
Lunkenheimers	Angle Bayonet Check
PSV's	Spring Op Pilot Op Hand lapping
Control Valves	All Actuation (Pneumatic & Electric) Basic Instrument accessory remove\replace\check Basic instrument tubing Basic configuration & operation
Machine shop	Efficiently & safely operate all machine shop equipment Gasket facing Seat skimming Drilling & Tapping

Signatories to the Agreement

Signed for and on behalf of:

Emerson Automation Solutions Final Control)
Australia Pty Limited by its duly authorised officer)
in the presence of:)



.....
Officer

BORIS GABIN

.....
Name of Officer (print)

VICE PRESIDENT / GENERAL MANAGER.

.....
Position of Officer

471 MOUNTAIN HIGHWAY, BAYSWATER, 3153

.....
Address of Officer



.....
Witness

SHAUN CORRIGAN

.....
Name of Witness (print)

Australian Manufacturing Workers Union)
(AMWU) by its duly authorised officer in the)
presence of:)



.....
Officer

Rohan Webb

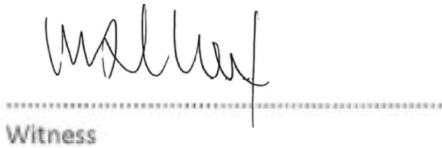
.....
Name of Officer (print)

AMWU State Secretary QLD & NT

.....
Position of Officer

366 Upper Roma Street, Brisbane QLD 4000

.....
Address of Officer



.....
Witness

Melissa McAllister

.....
Name of Witness (print)