



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Protech Managed Project Services Pty Ltd
(AG2024/4513)

PMPS DREDGING EA 2024

Dredging industry

COMMISSIONER HUNT

BRISBANE, 18 DECEMBER 2024

Application for approval of the PMPS Dredging EA 2024

[1] Protech Managed Project Services Pty Ltd (the Employer) has applied for approval of an enterprise agreement known as the *PMPS Dredging EA 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, commencing operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 4 October 2024 and the Agreement was made on 8 November 2024. Accordingly, the genuine agreement requirements and the better off overall test requirements are those applying on and from 6 June 2023.

[3] I have taken into consideration the material filed in the Commission. I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account s.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 December 2024. The nominal expiry date of the Agreement is 18 December 2028.



COMMISSIONER

[2024] FWCA 4565

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PMPS Dredging EA 2024

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1 Title

1.1 This enterprise agreement will be called the *PMPS Dredging EA 2024* (**the Agreement**).

2 Scope of this Agreement and Parties Covered

2.1 The parties to this Agreement are:

2.1.1 Protech Managed Project Services Pty Ltd (ABN: 19 600 040 480) (**The Company**);
and

2.1.2 All On-Hire Employees who are engaged by the Company in the industry and classifications in the Incorporated Award.

2.2 The relevant Modern Award incorporated into this Agreement is the *Dredging Industry Award 2020* (**Incorporated Award**) as amended from time to time.

3 Duration of Agreement

3.1 This Agreement commences operation seven (7) days after approval by the Fair Work Commission (**FWC**).

3.2 The Agreement will have a nominal expiry of four (4) years from date of the approval notice issued by the FWC.

4 Relationship with Incorporated Award, NES and Minimum Standards

4.1 The Incorporated Award and the National Employment Standards (**NES**) are to be read and applied in conjunction with this Agreement.

4.2 Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4.3 To the extent that there is any inconsistency between this Agreement and the Incorporated Award, the Agreement will prevail.

4.4 Where this Agreement is completely silent on a term in the Incorporated Award, the Incorporated Award term will apply.

4.5 The rates of pay, terms and conditions in this Agreement represent the minimum that will be paid to an On-Hire Employee. The Company may pay the On-Hire Employee/s a higher rate of pay or more beneficial terms. Given the nature of the on-hire work, any increase above the minimums may vary from assignment to assignment.

5 Protection of Above-Agreement Payments

- 5.1 On-Hire Employees who are employed on Letters of Engagement at the time this Agreement is lodged with the Fair Work Commission and who are receiving over Agreement payments and/or Market Arrangements or conditions will not have a reduction in pay due to the approval of this Agreement. The guarantee will cease to operate if an On-Hire Employee has a material change in their employment warranting a new Letter of Engagement, such as a substantive change in employment category, location/Client, classification or role type.

6 Definitions

- 6.1 “**The Act**” or “**Act**” will mean the *Fair Work Act 2009* (Cth) as amended from time to time.
- 6.2 “**Agreement**” will mean the PMPS Dredging EA 2024.
- 6.3 “**Base rate of pay**” will have the same meaning as section 16 of the Act.
- 6.4 “**Casual On-Hire Employee**” will mean a casual employee within the meaning of section 15A of the Act.
- 6.5 “**Client**” will mean any client of the Company with whom the Employer has an agreement to provide on-hire worker services and to who the On Hire Employee may be assigned to work from time to time.
- 6.6 “**The Company**” or “**Employer**” will mean Protech Managed Project Services Pty Ltd (ABN 19 600 040 480).
- 6.7 “**Employee**” will mean On-Hire Employee.
- 6.8 “**FWC**” will mean the Fair Work Commission.
- 6.9 “**Incorporated Award**” will mean the *Dredging Industry Award 2020*.
- 6.10 “**Market Arrangement**” or *Market Rates* meaning a rate of pay that rolls-up payment obligations as specified (and allowed) under this Agreement which may include above-Agreement payments as applicable to meet market demands as provided under this Agreement.
- 6.11 “**Modern Award**” will mean the *Dredging Industry Award 2020* as varied from time to time.
- 6.12 “**NES**” will mean National Employment Standards as set out under the Act and as varied from time to time.
- 6.13 “**On-Hire Employee**” will mean Company employees who are placed on assignment with a Client of the Company where such employee works under the general guidance and instruction of the client or a representative of the client. On-Hire employees may also be referred to as ‘Field Employees’.

7 Additional Claims

- 7.1 On-Hire Employee/s will not, during the term of this Agreement, pursue any further claims about any matter, which pertains to the employment relationship. Nothing in this clause precludes the operation of the NES.

8 Lawful directions

- 8.1 On-Hire Employee/s are required to follow all lawful and reasonable directions provided by a leading hand or supervisor or any other appropriate person, as nominated by the Company or Client.

9 Company Policies & Site Requirements

- 9.1 On-Hire Employee/s recognise that Company and Client site policies, standards and protocols may be introduced and/or amended from time to time. These policies, standards and protocols do not form part of this Agreement.

10 Disputes at Work

- 10.1 This term sets out the procedures to settle a dispute, where a dispute relates to:
- 10.1.1 a matter arising under the Agreement; or
 - 10.1.2 the National Employment Standards.
- 10.2 On-Hire Employee/s who are a party to a dispute may appoint a representative for the purposes of the procedures set out by this term.
- 10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level. This should be done through discussions between the On-Hire Employee/s and the relevant supervisor/s and/or Company Business Manager (*or equivalent*).
- 10.4 If the matter remains unresolved, the On-Hire Employee is to place the dispute in writing to the relevant supervisor/s and/or Company's Business Manager (*or equivalent*).
- 10.5 If the matter remains unresolved within 5 working days of providing the dispute in writing to the relevant supervisors and/or Company Business Manager (*or equivalent*), or longer as agreed between the parties, the On-Hire Employee/s may refer the dispute to the Company's Regional Manager (*or equivalent*).
- 10.6 The Company's Regional Manager (*or equivalent*) may attempt to resolve the matter. If the dispute remains unresolved within 5 working days (or longer as agreed between the parties) of the matter being escalated to the Company Regional Manager (*or equivalent*), the On-Hire Employee/s may refer the dispute to the Company's General Manager (*or equivalent*).
- 10.7 The Company's General Manager (*or equivalent*) may attempt to resolve the matter. If the dispute remains unresolved within 10 working days (or longer as agreed between the parties) of the matter being escalated to the Company's General Manager (*or equivalent*), the On-Hire Employee/s may refer the dispute to the Fair Work Commission.

- 10.8 The Fair Work Commission may deal with the dispute in 2 stages:
- 10.8.1 The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- If the dispute is not resolved by conciliation a party to the dispute may apply to the Fair Work Commission to arbitrate the dispute.
- Note: Where the Fair Work Commission arbitrates a dispute, it may exercise the powers that are available to it under the Act.*
- 10.9 While the parties are making attempts to resolve the dispute using the procedures in this term:
- 10.9.1 The On-Hire Employee/s must continue to perform their work as they would normally unless there is reasonable concern about an imminent risk to health or safety; and
- 10.9.2 The On-Hire Employee/s must comply with a direction given by the Company, or the Client, to perform other available work at the same workplace, or at another workplace, unless:
- a. the work is not safe; or
 - b. applicable occupational health and safety legislation would not permit the work to be performed; or
 - c. the work is not appropriate for the On-Hire Employee/s to perform; or
 - d. there are other reasonable grounds for the On-Hire Employee/s to refuse to comply with the direction.
- 10.10 The parties to the dispute agree to be bound by an arbitrated decision made by Fair Work Commission in accordance with this clause. The Company is allowed to be represented in the Fair Work Commission by a representative in accordance with any process under the Act.

11 Assignments

- 11.1 Employment with the Company is on an assignment-by-assignment basis, with each assignment representing a discrete period of employment.
- 11.2 An On-Hire Employee may be engaged for an assignment, or multiple assignments, over a period of time.
- 11.3 Each assignment may be with one Client of the Company, however, over time an assignment may be with a number of different Clients and/or sites.
- 11.4 At the commencement of each assignment, the On-Hire Employee/s will receive a Letter of Engagement that will confirm the details of the On-Hire Employee's particular assignment, including remuneration, classification level and any Market Arrangement that may apply. If known, a guide to the duration of the particular assignment may be provided. This will be based on the needs of the client.
- 11.5 The nature of On-Hire work is such that the assignment may be varied or terminated at any time and the Company will advise On-Hire Employee/s of these changes as soon as possible.

- 11.6 The On-Hire Employee/s assignment/s to Client/s means that from time-to-time the On-Hire Employee/s will be placed on assignment to provide services for the benefits of clients of the Company, with each shift constituting a discrete period of employment. Nothing in this provision will affect the continuity of employment for any purposes, including for the purposes of unfair dismissal or any other rights which may arise through the Act, Long Service Leave or Superannuation Legislation.
- 11.7 The Company does not control the length of any assignment, with each shift constituting a discrete period of employment. While the Company may indicate the potential length of an assignment in good faith, the Client may vary the length of the assignment or terminate an On-Hire Employee's attendance at its absolute discretion. When this occurs, the Company will undertake its best endeavours to offer the affected On-Hire Employee/s alternate assignments, where they are appropriate.
- 11.8 Where the Company is unable to offer the On-Hire Employee/s an alternative assignment, despite its best endeavours, the Company reserves its right to discontinue an On-Hire Employee's employment.
- 11.9 Where a placement has reached an end, the Company confirms that an On-Hire Employee's registration remains active. On-Hire Employees are encouraged to contact a Company representative at the earliest convenience to update the On-Hire Employee's experience, skills and availability. On-Hire Employees will be required to return all Company and/or Client property, including keys, swipe cards and confidential information and/or material to the Company, and submit a final and authorised timesheet for any hours yet to be paid for that Assignment.
- 11.10 The ending of an On-Hire Employee's assignment does not mean the end of the On-Hire Employee's opportunity for further employment as alternative assignment may be available.

12 Classifications

- 12.1 Classifications will be in accordance with the Incorporated Award. The wage rates at Appendix 1 are intended to reflect the Schedule A structure of the Incorporated Award.

13 Types of Employment

- 13.1 On-Hire Employees under this Agreement will be employed in one of the following categories of employment:
- 13.1.1 Full-Time On-Hire Employee;
 - 13.1.2 Part-Time On-Hire Employee;
 - 13.1.3 Casual On-Hire Employee.
- 13.2 At the time of the engagement, the Company will inform each On-Hire Employee in writing of their engagement status.
- 13.3 Ordinary Hours of work will be in accordance with the Incorporated Award.
- 13.4 Leave will be in accordance with the Incorporated Award and NES.

- 13.5 Evidence that may be required by the Company for personal/carer's leave includes appropriate medical certificates or statutory declaration as requested by the Company
- 13.6 Flexible working arrangements may be requested and arranged in accordance with the Act.
- 13.7 Termination of employment and redundancy provisions of the Incorporated Award will apply.

14 Full-Time Employment

- 14.1 A Full-Time On-Hire Employee will be engaged and work in accordance with the Agreement and the Incorporated Award.

15 Part-Time Employment

- 15.1 A Part-Time On-Hire Employee will be engaged and work in accordance with the Agreement and the Incorporated Award.

16 Casual Employment

- 16.1 The parties to this Agreement recognise that, where casual employment is offered:
 - 16.1.1 The nature of the Company's operation as a labour hire provider is generally impacted and restricted by the operational needs of the Company's Client/s. The requirement to supply workers to a Client may fluctuate considerably from day-to-day and week-to-week. This means the Company cannot provide a firm advanced commitment to continuing and indefinite work. The work of an On-Hire Employee may come to an end at any stage in line with Client requirements and any requirements under this Agreement. It is on this basis that the parties to this Agreement agree that casual employment is offered by the Company.
 - 16.1.2 The Employer may elect, and provide notification to the On-Hire Employee, that a particular shift or a series of shifts are not required to be worked regardless of any indicative roster the On-Hire Employee may have been provided by the Company or the Client.
 - 16.1.3 The On-Hire Employee may elect to accept or reject work on a shift-by-shift basis providing adequate notice as required by the Employer.
- 16.2 A Casual On-Hire Employee is one engaged and paid as such in accordance with this Agreement.
- 16.3 A Casual On-Hire Employee will be paid the hourly rate of pay for the relevant classification as outlined in this Agreement which is inclusive of the casual loading of 25%.
- 16.4 The Casual loading is in lieu of:
 - 16.4.1 Annual Leave and Leave Loading entitlements;
 - 16.4.2 Personal Leave entitlements;
 - 16.4.3 Notice of Termination requirements;
 - 16.4.4 Redundancy entitlements; and

- 16.4.5 Other entitlements not applicable to Casual On-Hire Employees.
- 16.5 For the avoidance of doubt, casual loading is paid in lieu of entitlements, which do not apply to Casual On-Hire Employees, having regard for the NES. The casual loading offsets the NES entitlements.
- 16.6 The methodology and application of the casual loading for the purposes of overtime and/or penalties rates and any other payments will be in line with the Incorporated Award.
- 16.7 Casual Conversion will be in accordance with the NES or at any other stage by mutual agreement.
- 16.8 Clause 11.1 of the Incorporated Award is excluded from this Agreement.

17 Wages

- 17.1 Wages
- 17.1.1 The rates of pay for On-Hire Employee/s are prescribed in Appendix 1 of this Agreement.
- 17.1.2 At the time of commencement of this Agreement, the base rates of pay (with the addition of the casual loading of 25% for casual employees) will be equivalent to those set out in the Incorporated Award (with the addition of the casual loading of 25% for casual employees) plus 6%, rounded to the nearest two decimal places as reflected in Appendix 1.
- 17.1.3 Monetary payments under this Agreement apply from the first full pay period on or after this Agreement commences. The intent of this clause is to align pay adjustments to the normal pay cycle of the On-Hire Employee/s.
- 17.1.4 Allowances will be in accordance with the Incorporated Award.
- 17.1.5 Overtime, penalty rates and any other entitlements are as per the Incorporated Award.
- 17.1.6 The base rate of pay will not fall below applicable Incorporated Award as outlined under section 206 of the Act.
- 17.2 Market Arrangements
- 17.2.1 On-Hire Employee/s may be engaged on a Market Arrangement.
- 17.2.2 Market Arrangements are paid in compensation for all work, including:
- a. ordinary hours;
 - b. overtime;
 - c. weekend penalties;
 - d. public holiday loadings;
 - e. shift penalties;
 - f. annual leave loading (where applicable);
 - g. casual loading (where applicable); and
 - h. any applicable allowance/s that apply to an On-Hire Employee covered by this Agreement.

- 17.2.3 On-Hire Employees on Market Arrangements may also be entitled to any applicable allowances or other benefits which have not specifically been incorporated into their Market Arrangement.
- 17.2.4 Where an On-Hire Employee on a Market Arrangement works hours in excess of the Market Arrangement scenario, the On-Hire Employee will be paid:
- a. A rate that encompasses all hours worked; or
 - b. At double time (including any applicable casual loading) on their base rate of pay for hours in excess of the Market Arrangement scenario.
- Example: an On-Hire Employee engaged to work on a 45-hour Market Arrangement who works 47 hours will either be paid a rate of pay calculated for 47 hours for all hours worked or be paid double time on their base rate of pay for the two (2) hours in excess of the 45 hours.*
- 17.2.5 A Market Arrangement may be calculated according to any roster or hours of work an On-Hire Employee may work under this Agreement. In no case will an On-Hire Employee be paid less than what they would otherwise have earned under this Agreement having worked the same hours with all loadings, penalties, overtime or allowances factored in.
- 17.2.6 The Dispute Resolution Procedure under this Agreement will be followed for any dispute pertaining to Market Arrangements.
- 17.3 Payment of Wages will be on a weekly or fortnightly basis.
- 17.4 Effective from the 1st of July 2026, payment of wages may move to a monthly pay cycle with the provision of two (2) months' written notice and consultation to existing On-Hire Employee/s. Any On-Hire Employee/s engaged on a monthly pay cycle will receive an additional \$10 per pay cycle.

17.5 Identified Overpayments

- 17.5.1 In the first instance, the Company and the On-Hire Employee will enter into communication to reach a mutual agreement regarding any overpayments that have been made.
- 17.5.2 However, in the case that mutual agreement is not reached, the On-Hire Employee authorise the Company to deduct from any wages payable or owing to the On-Hire Employee any overpayments made in error by the Company to the On-Hire Employee upon the Company abiding by the following procedure:
- a. The Company will provide written notification to the On-Hire Employee's last known home address and email address detailing the overpayment including how, when and by how much the overpayment was made;
 - b. The Company will call the On-Hire Employee to provide a verbal explanation of the overpayment;
 - c. The Company will allow the On-Hire Employee to keep 0.5% of any identified overpaid amount;
 - d. The On-Hire Employee will be provided 14 days to provide a response to the written notification of the identified overpayment.
- 17.5.3 Upon the company abiding by the above procedures the over payments will be deducted via reasonable amounts from wages over a maximum period of 12 weeks unless agreed otherwise. For the avoidance of doubt, the Company abiding by the above procedure does not require agreement from the On-Hire Employee before commencing deduction.
- 17.5.4 The dispute resolution provisions of this Agreement apply to any disputes under this clause. If an On-Hire Employee commences the dispute resolution process pursuant to this Agreement regarding the implementation of this clause, the Company will cease making any deductions (if commenced) until that dispute resolution process runs its course.

18 Superannuation

- 18.1 The Company will comply with all relevant superannuation legislation.
- 18.2 Where an On-Hire Employee does not elect a superannuation fund, contributions will be made to the employee's stapled fund or the Company's default superannuation fund, provided it is a MYSUPER compliant fund.

19 Consultation

- 19.1 This clause applies if the Company:
- 19.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the On-Hire Employee/s; or
 - 19.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of the On-Hire Employee/s.

Major Change

- 19.2 For a major change referred to in subclause 19.1.1:
- 19.2.1 the Employer must notify the relevant On-Hire Employee/s of the decision to introduce the major change; and
 - 19.2.2 subclauses 19.3 to 19.9 apply.
- 19.3 The relevant On-Hire Employee/s may appoint a representative for the purposes of the procedures in this term.
- 19.4 If:
- 19.4.1 The relevant On-Hire Employee/s appoint a representative for the purposes of consultation; and
 - 19.4.2 the On-Hire Employee/s advise the Company of the identity of the representative; the Company must recognise the representative.
- 19.5 As soon as practicable after making its decision, the Company must:
- 19.5.1 discuss with the relevant On-Hire Employee/s:
 - a. the introduction of the change; and
 - b. the effect the change is likely to have on the On-Hire Employee/s; and
 - c. measures the Company is taking to avert or mitigate the adverse effect of the change on the On-Hire Employee/s; and
 - 19.5.2 for the purposes of the discussion – provide in writing to the relevant On-Hire Employee/s:
 - a. all relevant information about the change including the nature of the change proposed; and
 - b. information about the expected effects of the change on the On-Hire Employee/s; and
 - c. any other matters likely to affect the On-Hire Employee/s.
 - 19.5.3 Given the nature of the Company's business, any consultation undertaken with On-Hire Employee/s may be in an electronic format such as phone, video conferencing, or Microsoft Teams style discussions. Written notice may also be provided by email. This is for the purposes of ensuring all On-Hire Employee/s engaged on remote or regional placements, are able to be consulted with in line with this clause without undue cost or delay.
 - 19.5.4 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant On-Hire Employee/s.
 - 19.5.5 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant On-Hire Employee/s.
 - 19.5.6 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 19.2.1., 19.3 and 19.5 are taken not to apply.

- 19.5.7 In this term, a major change is “likely to have a significant effect on On-Hire Employee/s” if it results in:
- a. the termination of the employment of On-Hire Employees; or
 - b. a major change to the composition, operation or size of the Company’s workforce or to the skills required of On-Hire Employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain On-Hire Employees; or
 - f. the need to relocate On-Hire Employees to another workplace; or
 - g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

19.6 For a change referred to in subclause 19.1.2:

- 19.6.1 the Company must notify the relevant On-Hire Employee/s of the proposed change; and
- 19.6.2 subclauses 19.6.2 to 19.6.7 apply.
- 19.6.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 19.6.4 If:
- a. the relevant On-Hire Employee/s appoint a representative for the purposes of consultation; and
 - b. the relevant On-Hire Employee/s advise the Company of the identity of the representative; the Company must recognise the representative.
- 19.6.5 As soon as practicable after proposing to introduce the change, the Company must:
- a. discuss with the relevant On-Hire Employee/s the introduction of the change; and
 - b. for the purposes of the discussion – provide to the relevant On-Hire Employee/s:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the Company reasonably believes will be the effects of the change on the On-Hire Employee/s; and
 - iii. information about any other matters that the Company reasonably believes are likely to affect the On-Hire Employee/s; and
 - c. invite the relevant On-Hire Employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 19.6.6 Given the nature of the Company’s business, any consultation undertaken with On-Hire Employee/s may be in an electronic format such as phone or video conferencing style discussions. Written notice may also be provided by email. This is for the purposes of ensuring all On-Hire Employee/s engaged on remote or regional placements, are able to be consulted with in line with this clause without undue cost or delay.

- 19.6.7 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant On-Hire Employee/s.
- 19.6.8 The Company must give prompt and genuine consideration to matters raised about the change by the relevant On-Hire Employee/s.
- 19.6.9 In this term, "relevant On-Hire Employee/s" means the On-Hire Employee/s who may be affected by the major change.

20 Flexibility

- 20.1 The Company and On-Hire Employee/s covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - 20.1.1 the agreement deals with 1 or more of the following matters:
 - a. arrangements about when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances;
 - e. leave loading; and
 - 20.1.2 the arrangement meets the genuine needs of the Company and the On-Hire Employee/s in relation to 1 or more of the matters mentioned in subclause 20.1.1; and
 - 20.1.3 the arrangement is genuinely agreed to by the Company and The On-Hire Employee/s.
- 20.2 The Company must ensure that the terms of the individual flexibility arrangement:
 - 20.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 20.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 20.2.3 result in the On-Hire Employee being better off overall than the On-Hire Employee would be if no arrangement was made.
- 20.3 The Company must ensure that the individual flexibility arrangement:
 - 20.3.1 is in writing; and
 - 20.3.2 includes the name of the Company and On-Hire Employee; and
 - 20.3.3 is signed by the Company and On-Hire Employee and if the On-Hire Employee is under 18 years of age, signed by a parent or guardian of the On-Hire Employee; and
 - 20.3.4 includes details of:
 - a. the terms of the enterprise agreement that will be varied by the arrangement; and
 - b. how the arrangement will vary the effect of the terms; and
 - c. how the On-Hire Employee/s will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - d. states the day on which the arrangement commences.

- 20.4 The Company must give the On-Hire Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 20.5 The Company or employee may terminate the individual flexibility arrangement:
- 20.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 20.5.2 if the Company and employee agree in writing — at any time.

21 Delegates Rights

- 21.1 The provisions of the workplace delegates' rights clause under the Incorporated Award will apply, as amended from time to time.

22 Right to Disconnect


- 22.1 The provisions of the Right to Disconnect clause under the Incorporated Award will apply, as amended from time to time.

23 Stand down


- 23.1 The Company has the right to stand down and withhold payment for any day (or part of any day) that On-Hire Employee/s cannot be usefully employed because of any:
- 23.1.1 industrial action (other than industrial action organised or engaged in by the Company); or
 - 23.1.2 a breakdown of equipment, if the Company cannot reasonably be held responsible for the breakdown; or
 - 23.1.3 force majeure event such as operation of Government Health Directions or natural disaster events for which the Company cannot reasonably be held responsible; or
 - 23.1.4 any stoppage of work by any cause for which the Client or Company cannot reasonably be held responsible; or
 - 23.1.5 Inability of an On-Hire Employee to be ready, willing and able to perform the inherent requirements of their role. This may include:
 - a. Failure to meet Health and Safety requirements; or
 - b. Accessing the work site; or
 - c. Client or site direction.
- 23.2 An On-Hire Employee who is stood down, may elect to use accrued annual leave entitlements or RDOs for such time.
- 23.3 The dispute resolution process under this Agreement is available for disputes regarding stand down.

24 Signatories


Signed for and on behalf of the Company by:

Name: MARC MEILI
Signature: 
Date: 14/11/2024
Position: DIRECTOR
Company Address: Building 14, Floor 1, 2728 Logan Rd, Eight Mile Plains, QLD, 4113


Witness of the Company Representative:

Name: ANNA FAHEY
Signature: 
Date: 14/11/2024
Address: 40 GRETA ST, MANLY WEST, QLD 4179

Signed for and on behalf of the On-Hire Employees of the Company by:

Name: Darcy Kingdon
Signature: 
Date: 14/11/24
Job Title: Deckhand
Address: 1 millner st, millner

Witness Of the On-Hire Employee Representative:

Name: SAMANTHA EVISON
Signature: 
Date: 14/11/2024.
Address: 2/83 COONAWARRA RD, WINNELLIE NT.

APPENDIX 1 – Wage Rates

A1.1 Full-time and part-time employees engaged on a non-propelled dredge—ordinary rates:

Classification	Ordinary Hours (Award)	Ordinary Hours (EA) On Approval
Chief engineer	\$ 30.94	\$ 32.80
Chief operator	\$ 30.94	\$ 32.80
First engineer	\$ 30.32	\$ 32.14
First operator	\$ 30.32	\$ 32.14
Drilling technician	\$ 29.49	\$ 31.26
Engineer	\$ 28.91	\$ 30.64
Mechanical attendant	\$ 28.91	\$ 30.64
Crane operator/mechanical	\$ 28.64	\$ 30.36
Electrician	\$ 28.56	\$ 30.27
Leading driller	\$ 28.36	\$ 30.06
Second engineer	\$ 27.73	\$ 29.39
Second operator	\$ 27.73	\$ 29.39
Leading hand (reclamation)	\$ 27.73	\$ 29.39
Driller	\$ 26.99	\$ 28.61
Third engineer	\$ 26.50	\$ 28.09
Dredgehand	\$ 26.07	\$ 27.63
Greaser	\$ 26.07	\$ 27.63
Assistant driller	\$ 26.07	\$ 27.63
Crew attendant	\$ 26.07	\$ 27.63

A1.2 Full-time and part-time employees engaged on a dredge other than a non-propelled dredge that is not fully operational—ordinary rates:

Classification	Ordinary Hours (Award)	Ordinary Hours (EA) On Approval
Trailer master	\$ 32.89	\$ 34.86
Chief engineer	\$ 32.89	\$ 34.86
Trailer shift master	\$ 31.97	\$ 33.89
Tug master W.H. Reliance or equivalent	\$ 31.97	\$ 33.89
First engineer	\$ 31.97	\$ 33.89
Electrical engineer Humber River or equivalent	\$ 31.97	\$ 33.89
Trailer mate	\$ 29.40	\$ 31.16

Classification	Ordinary Hours (Award)	Ordinary Hours (EA) On Approval
Tug master, tug engineer	\$ 29.40	\$ 31.16
Second engineer, electrical engineer	\$ 29.40	\$ 31.16
Pump operator, welder, deckhand/welder, dredgehand/welder	\$ 29.40	\$ 31.16
Bosun/driller	\$ 29.40	\$ 31.16
Launch driver	\$ 28.49	\$ 30.20
Assistant pump operator	\$ 27.92	\$ 29.60
Driller, deckhand/driller	\$ 27.92	\$ 29.60
Bosun	\$ 27.92	\$ 29.60
Chief cook	\$ 27.92	\$ 29.60
Deckhand, assistant driller	\$ 27.24	\$ 28.87
Able seaman, deckhand, dredgehand, greaser, firefighter, motorman	\$ 27.24	\$ 28.87
Crew attendant	\$ 27.24	\$ 28.87
Second cook	\$ 27.24	\$ 28.87

A1.3 Casual employees on a non-propelled dredge—ordinary rates inclusive of the 25% casual loading:

Classification	Ordinary Hours (Award)	Ordinary Hours (EA) On Approval
Chief engineer	\$ 38.68	\$ 41.00
Chief operator	\$ 38.68	\$ 41.00
First engineer	\$ 37.90	\$ 40.17
First operator	\$ 37.90	\$ 40.17
Drilling technician	\$ 36.86	\$ 39.07
Engineer	\$ 36.14	\$ 38.31
Mechanical attendant	\$ 36.14	\$ 38.31
Crane operator/mechanical	\$ 35.80	\$ 37.95
Electrician	\$ 35.70	\$ 37.84
Leading driller	\$ 35.45	\$ 37.58
Second engineer	\$ 34.66	\$ 36.74
Second operator	\$ 34.66	\$ 36.74
Leading hand (reclamation)	\$ 34.66	\$ 36.74
Driller	\$ 33.74	\$ 35.76
Third engineer	\$ 33.13	\$ 35.12
Dredgehand	\$ 32.59	\$ 34.55

Classification	Ordinary Hours (Award)	Ordinary Hours (EA) On Approval
Greaser	\$ 32.59	\$ 34.55
Assistant driller	\$ 32.59	\$ 34.55
Crew attendant	\$ 32.59	\$ 34.55

A1.4 Casual employees engaged on a dredge other than a non-propelled dredge that is not fully operational—ordinary rates inclusive of the 25% casual loading:

Classification	Ordinary Hours (Award)	Ordinary Hours (EA) On Approval
Trailer master	\$ 41.11	\$ 43.58
Chief engineer	\$ 41.11	\$ 43.58
Trailer shift master	\$ 39.96	\$ 42.36
Tug master W.H. Reliance or equivalent	\$ 39.96	\$ 42.36
First engineer	\$ 39.96	\$ 42.36
Electrical engineer Humber River or equivalent	\$ 39.96	\$ 42.36
Trailer mate	\$ 36.75	\$ 38.96
Tug master, tug engineer	\$ 36.75	\$ 38.96
Second engineer, electrical engineer	\$ 36.75	\$ 38.96
Pump operator, welder, deckhand/welder, dredgehand/welder	\$ 36.75	\$ 38.96
Bosun/driller	\$ 36.75	\$ 38.96
Launch driver	\$ 35.61	\$ 37.75
Assistant pump operator	\$ 34.90	\$ 36.99
Driller, deckhand/driller	\$ 34.90	\$ 36.99
Bosun	\$ 34.90	\$ 36.99
Chief cook	\$ 34.90	\$ 36.99
Deckhand, assistant driller	\$ 34.05	\$ 36.09
Able seaman, deckhand, dredgehand, greaser, firefighter, motorman	\$ 34.05	\$ 36.09
Crew attendant	\$ 34.05	\$ 36.09
Second cook	\$ 34.05	\$ 36.09

A1.5 Casual dayworkers engaged on a dredge other than a non-propelled dredge that is fully operational—ordinary hours inclusive of the 25% casual loading:

Classification	Ordinary Hours (Award)	Ordinary Hours (EA) On Approval
Trailer master	\$ 41.66	\$ 44.16
Chief engineer	\$ 41.66	\$ 44.16
Trailer shift master	\$ 40.54	\$ 42.97
Tug master W.H. Reliance or equivalent	\$ 40.54	\$ 42.97
First engineer	\$ 40.54	\$ 42.97
Electrical engineer Humber River or equivalent	\$ 40.54	\$ 42.97
Trailer mate	\$ 37.35	\$ 39.59
Tug master, tug engineer	\$ 37.35	\$ 39.59
Second engineer, electrical engineer	\$ 37.35	\$ 39.59
Pump operator, welder, deckhand/welder, dredgehand/welder	\$ 37.35	\$ 39.59
Bosun/driller	\$ 37.35	\$ 39.59
Launch driver	\$ 36.23	\$ 38.40
Assistant pump operator	\$ 35.53	\$ 37.66
Driller, deckhand/driller	\$ 35.53	\$ 37.66
Bosun	\$ 35.53	\$ 37.66
Chief cook	\$ 35.53	\$ 37.66
Deckhand, assistant driller	\$ 34.69	\$ 36.77
Able seaman, deckhand, dredgehand, greaser, firefighter, motorman	\$ 34.69	\$ 36.77
Crew attendant	\$ 34.69	\$ 36.77
Second cook	\$ 34.69	\$ 36.77

A1.6 Casual shiftworkers engaged on a dredge other than a non-propelled dredge that is fully operational—ordinary hours inclusive of the 25% casual loading:

Classification	Ordinary Hours (Award)	Ordinary Hours (EA) On Approval
Trailer master	\$ 44.33	\$ 46.99
Chief engineer	\$ 44.33	\$ 46.99
Trailer shift master	\$ 43.11	\$ 45.70
Tug master W.H. Reliance or equivalent	\$ 43.11	\$ 45.70
First engineer	\$ 43.11	\$ 45.70
Electrical engineer Humber River or equivalent	\$ 43.11	\$ 45.70
Trailer mate	\$ 39.73	\$ 42.11

Classification	Ordinary Hours (Award)	Ordinary Hours (EA) On Approval
Tug master, tug engineer	\$ 39.73	\$ 42.11
Second engineer, electrical engineer	\$ 39.73	\$ 42.11
Pump operator, welder, deckhand/welder, dredgehand/welder	\$ 39.73	\$ 42.11
Bosun/driller	\$ 39.73	\$ 42.11
Launch driver	\$ 38.54	\$ 40.85
Assistant pump operator	\$ 37.79	\$ 40.06
Driller, deckhand/driller	\$ 37.79	\$ 40.06
Bosun	\$ 37.79	\$ 40.06
Chief cook	\$ 37.79	\$ 40.06
Deckhand, assistant driller	\$ 36.90	\$ 39.11
Able seaman, deckhand, dredgehand, greaser, firefighter, motorman	\$ 36.90	\$ 39.11
Crew attendant	\$ 36.90	\$ 39.11
Second cook	\$ 36.90	\$ 39.11