



DECISION

Fair Work Act 2009

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

Protech Gps Pty Ltd

(AG2024/1140)

COAL EXPORT TERMINAL AGREEMENT 2023

Coal export terminals

COMMISSIONER DURHAM

BRISBANE, 22 APRIL 2024

Application for approval of the Coal Export Terminal Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the Coal Export Terminal Agreement 2023 (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Protech Gps Pty Ltd (**the Applicant**). The Agreement is a multi-enterprise agreement.

[2] The application was required to be filed within 14 days after the agreement was made on 24 January 2024 in accordance with s.185(3) of the Act. Though it was initially filed in time, due to issues encountered in that initial application, the Applicant was required to file a fresh application on 9 April 2024. Pursuant to s.185(3)(b), in all the circumstances, I consider it fair to extend the time for making the application.

[3] As touched on above, it was confirmed in the initial application that there were two employers to be covered by this Agreement, however the second employer did not have any employees engaged which consequently raised issues with respect to the issuance of the notice of employee representation rights (**NERR**), employee voting and whether there was genuine agreement. On 18 April 2024, the Applicant filed an amended version of the Agreement seeking to amend the Agreement by removing the reference to the second employer as follows:

“Clause 2.1.1 – edit to remove ‘and Protech’s Group Training Organisation registered as Protech Personnel (Northern Region) Pty Ltd (ABN 36 145 085 070)’.

Clause 5 – “Company” - edit to remove ‘and Protech’s Group Training Organisation registered as Protech Personnel (NQ) Pty Ltd (ABN 36 145 085 070)’.”

The Applicant submitted in the previous application that Protech Northern Region Pty Ltd (an entity of the Protech Group) would become a party to the Agreement to support Protech Group in offering apprenticeship and/or traineeship opportunities in the coal export terminal industry in the future as it is a Group Training Organisation. However, at the time the Agreement was made, there were no employees in the coal export terminal industry who were, or who could

reasonably be considered to be covered by the Agreement engaged by Protech Northern Region Pty Ltd.

[4] Section 184 of the Act has the effect that if a multi-enterprise agreement is made and the agreement was not approved by the employees of all of the employers that made the application, then the bargaining representative must vary the agreement so that the agreement is only expressed to cover each employer whose employees approved the agreement. As no employees of Protech Northern Region Pty Ltd have approved the agreement, the Applicant has subsequently modified the Agreement such that all references to the second employer have been removed in accordance with s.184(2), (3) and (4) of the Act.

[5] Noting there were no objections to the amendment, I am subsequently satisfied that the variation should be made and that it is appropriate to do so pursuant to s.184 of the Act.

[6] As a result of the above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[7] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) and Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (ETU) lodged respective Form F18 statutory declarations giving notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers the AMWU and ETU.

[8] The Agreement is approved and will operate in accordance with s.54 of the Act.



COMMISSIONER

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<AE524360 PR773805>



Coal Export Terminal Agreement 2023

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1 Title

1.1 This will be called the *Coal Export Terminal Agreement 2023* (the **Agreement**).

2 Parties to the Agreement

2.1 The parties to this Agreement are:

2.1.1 Protech GPS Pty Ltd (ABN 60 110 148 662) (the Company);

2.1.2 On-hire Employees of the Company employed in the classifications which would be otherwise be covered by the Coal Export Terminal Award 2020 as varied from time to time.

2.1.3 The Unions, including but not limited to the AMWU and the CEPU, provided each one becomes covered by this Agreement pursuant to section 183 of the Fair Work Act 2009 (Cth).

3 Duration of Agreement

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

3.2 The Agreement will have a nominal expiry of three (3) years after the approval notice is issued by the FWC.

4 Scope and Intent

4.1 This Agreement shall apply to work performed by On-hire Employees of the Company who are engaged in the classifications set out in Schedule 1 of this Agreement in the State of Queensland. This Agreement does not cover managerial, clerical, administrative or supervisory staff.

4.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (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.

4.3 This Agreement incorporates the Coal Export Terminals Award. Unless otherwise provided, an Award provision shall not apply where the subject matter of the provision is dealt with in this Agreement. This Agreement shall prevail over the Award to the extent that there is any inconsistency.

5 Definitions

“**The Act**” shall mean the Fair Work Act 2009 (Cth) as amended from time to time.

“Agreement” shall mean the Coal Export Terminal Agreement 2023.

“AMWU” shall mean the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers’ Union.

“Base Rate” means a On-hire Employee’s base rate of pay as prescribed in Appendix 2.

“Casual On-hire Employee” shall mean a On-hire Employee who has no guarantee of ongoing or continued work with the Company and is not eligible for paid leave entitlements under this Agreement. A Casual On-Hire Employee/s is entitled to a minimum payment of four (4) hours work per engagement. Casual On-Hire Employees will be paid a 25% casual loading which is in lieu of all paid leave entitlements (annual leave, annual leave loading, personal leave, paid community service leave, notice of termination, public holidays not worked and redundancy entitlements).

“Coal Terminal” shall mean a facility that receives and stockpiles coal and loads coal onto vessels for export.

“Continuous shiftworker” shall mean an on-hire employee engaged in a continuous process who is rostered to work regularly on Sundays and public holidays.

“Client” shall mean any client of the Company to who On-hire Employees are on-hired to from time to time.

“Company” shall mean Protech GPS Pty Ltd (ABN 60 110 148 662).

“CEPU” shall mean the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) (Electrical Division);

“FWC” shall mean the Fair Work Commission or any other body that replaces it.

“Modern Award” shall mean the Coal Export Terminal Award 2020, as varied from time to time.

“NES” shall mean National Employment Standards, as varied from time to time.

“Roster” means any arrangement of rostered hours required to be worked by an On-Hire Employee.

“Roster cycle” means the period over which a roster repeats and an on-hire employee's hours average 38 hours.

“Shutdown Roster” means a Scheduled Shutdown Roster.

6 Consultation

6.1 This clause applies if the Company:

6.1.1 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 employees; or

- 6.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of on-hire employees.

Major change

- 6.2 For a major change referred to in subclause 6.1.1:
 - 6.2.1 the Company must notify the relevant on-hire employees of the decision to introduce the major change; and
 - 6.2.2 subclauses 6.3 to 6.9 apply.
- 6.3 The relevant on-hire Employees may appoint a representative for the purposes of the procedures in this term.
- 6.4 The company must recognise the representative if:
 - 6.4.1 a relevant On-hire Employee appoints, or relevant On-hire Employees appoint, a representative for the purposes of consultation; and
 - 6.4.2 the On-hire Employee or On-hire Employees advise the Company of the identity of the representative.
- 6.5 As soon as practicable after making its decision, the Company must:
 - 6.5.1 discuss with the relevant On-hire Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the On-hire Employees; and
 - iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the On-hire Employees; and
 - 6.5.2 for the purposes of the discussion – provide in writing to the relevant On-hire 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 the On-hire Employees; and
 - iii. any other matters likely to affect the On-hire Employees.
 - 6.5.3 Given the nature of the Company’s business, any consultation undertaken with On-hire Employees may be in an electronic format such as phone, video conferencing, and skype style discussions. Written notice may also be provided by email/fax. This is for the purposes of ensuring all On-hire employees engaged on remote or regional placements, are able to be consulted with in line with this clause without undue cost or delay.
 - 6.5.4 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant On-hire Employees.
 - 6.5.5 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant On-hire Employees.

- 6.5.6 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 6.2, 6.3 and 6.5 are taken not to apply.
- 6.5.7 In this term, a major change is “likely to have a significant effect on On-hire Employees” if it results in:
- i. the termination of the employment of On-hire Employees; or
 - ii. a major change to the composition, operation or size of the Company’s workforce or to the skills required of On-hire Employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain On-hire Employees; or
 - vi. the need to relocate On-hire Employees to another workplace; or
 - vii. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 6.6 For a change to regular roster or ordinary hours of work referred to in paragraph 6.1.2:
- 6.6.1 the Company must notify the relevant On-hire Employees of the proposed change; and
 - 6.6.2 subclauses 6.7 to 6.9 apply.
- 6.7 The relevant On-hire Employees may appoint a representative for the purposes of the procedures in this term.
- 6.8 The company must recognise the representative if:
- 6.8.1 a relevant On-hire Employee appoints, or relevant On-hire Employees appoint, a representative for the purposes of consultation; and
 - 6.8.2 the On-hire Employee or On-hire Employees advise the Company of the identity of the representative.
- 6.9 As soon as practicable after proposing to introduce the change, the Company must:
- 6.9.1 discuss with the relevant On-hire Employees the introduction of the change; and
 - 6.9.2 for the purposes of the discussion – provide to the relevant On-hire Employees:
 - 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 Employees; and
 - iii. information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - 6.9.3 invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 6.9.4 Given the nature of the Company's business, any consultation undertaken with Employees may be in an electronic format such as phone, video conferencing, and skype style discussions. Written notice may also be provided by email/fax. This is for the purposes of ensuring all employees engaged on remote or regional placements, are able to be consulted with in line with this clause without undue cost or delay.
 - 6.9.5 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
 - 6.9.6 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 6.10 In this term, "relevant Employees" means the Employees who may be affected by the major change.

7 Disputes at Work

- 7.1 This term sets out procedures to settle a dispute, where a dispute relates to:
 - 7.1.1 a matter arising under the agreement; or
 - 7.1.2 the National Employment Standards;
- 7.2 A On-hire Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the On-hire Employee or On-hire Employees and relevant supervisors and/or management.
- 7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 7.5 The Fair Work Commission may deal with the dispute in 2 stages:
 - 7.5.1 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
 - 7.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
 - 7.5.3 Note: If The Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 7.6 While the parties are trying to resolve the dispute using the procedures in this term:
 - 7.6.1 A On-hire Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

- 7.6.2 A On-hire Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
- i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the On-Hire Employee to perform; or
 - iv. there are other reasonable grounds for the On-Hire Employee to refuse to comply with the direction.
- 7.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

8 Flexibility Arrangements

- 8.1 The Company and On-hire employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 8.1.1 the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - 8.1.2 the arrangement meets the genuine needs of the Company and On-hire employee in relation to 1 or more of the matters mentioned in paragraph 8.1.1; and
 - 8.1.3 the arrangement is genuinely agreed to by the Company and On-hire employee.
- 8.2 The Company must ensure that the terms of the individual flexibility arrangement:
- 8.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 8.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 8.2.3 result in the On-hire employee being better off overall than the On-hire employee would be if no arrangement was made.
- 8.3 The Company must ensure that the individual flexibility arrangement:
- 8.3.1 is in writing; and
 - 8.3.2 includes the name of the Company and On-hire employee; and
 - 8.3.3 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
 - 8.3.4 includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and

- ii. how the arrangement will vary the effect of the terms; and
 - iii. how the On-hire employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.
- 8.4 The Company must give the On-hire employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 The Company or On-hire employee may terminate the individual flexibility arrangement:
 - 8.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 8.5.2 if the Company and On-hire employee agree in writing — at any time.

9 No Extra Claims

- 9.1 On-hire Employees will not, during the term of this Agreement, pursue any further claims about any matter, which pertains to the employment relationship.

10 Lawful directions

- 10.1 On-hire Employees are required to follow all lawful and reasonable directions that are within their ability, given by their Leading Hand/Supervisor, or any other appropriate person, as nominated by the Company or Client. Should a On-hire Employee not be able to perform the assigned task for any reason whatsoever, it is the On-hire Employee's duty to inform their Leading Hand/Supervisor or other appropriate person immediately.
- 10.2 Refusal to comply with any lawful and reasonable direction may result in disciplinary action, which may include the termination of employment.

11 Skills, Competency and Training

- 11.1 On-hire Employees are required to perform work within their skill set, competency and training as required by the Company and/or Client. It is agreed that On-hire Employees shall undertake all training as directed for the performance of work and the development of skills.
- 11.2 On-hire Employees will be paid based on the skills needed to perform the duties of the role set out in their letter of engagement.
- 11.3 Protech will endeavour to provide training and career progression opportunities to On-hire Employees where possible within the confines of the commercial requirements of the hosting client site.

12 Stand Down

- 12.1 The Company has the right to withhold payment for any day that On-hire Employees cannot be usefully employed because of any:
- 12.1.1 industrial action (other than industrial action organised or engaged in by the Company);
or
 - 12.1.2 a breakdown of equipment, if the Company cannot reasonably be held responsible for the breakdown; or
 - 12.1.3 force majeure, for which the Company cannot reasonably be held responsible; or
 - 12.1.4 any stoppage of work by any cause for which the Client or Company cannot reasonably be held responsible.

- 12.2 An On-hire Employee who is stood down, may elect to use accrued annual leave entitlements or RDOs for such time.

13 Safety and Fitness for Work

- 13.1 The Company is committed to undertaking its best endeavours to the establishment of healthy and safe workplaces, which includes the use of healthy and safe work methods, impairment testing (both planned and random), work organisation, working time, machinery and equipment.
- 13.2 On-hire Employees will not be allowed to enter or engage in work on a site or workplace if On-Hire Employees are, or are reasonably suspected to be, under the influence of, or affected by, alcohol or drugs.
- 13.3 The Company often operates in industries, which carry significant safety risks. A On-hire Employee's health and wellbeing is an essential element of the Company's success. Any breaches of obligations in relation to Workplace Health and Safety may be considered serious and may result in consideration being given to disciplinary action which may include termination of employment.
- 13.4 On-hire Employees may be required to wear relevant personal protective equipment (PPE) at times as directed and/or as required. An On-hire Employee's clothing will be of a standard and nature as deemed relevant and appropriate by the Company. Any PPE provided will be replaced on a fair wear and tear basis, subject to the Company being satisfied that replacement is required. It is a condition of issue and of employment that the issued PPE will be worn whilst at the workplace.
- 13.5 On-hire Employees will be required to comply with Company and/or Client policies and procedures. These policies and procedures are not a term of this Agreement, nor do they vest enforceable rights in the On-hire Employee, and are for the benefit of the Company only and do not give rise to any action against the Company in law, statute or equity.
- 13.6 The Company may require On-hire Employees to undertake an independent evaluation to determine an On-hire employee's safety and fitness for work at any time both prior to and during an assignment.
- 13.7 On-hire Employees are required to notify the company of any additional paid or unpaid work undertaken during a On-hire Employee's engagement with the Company. The Company reserves the right to refuse work to On-hire employees who undertake additional work, which would impact on fatigue management.

14 Abandonment of Employment

- 14.1 Subject to the notice requirements in the NES, a On-hire Employee who is absent from work for a period of three (3) consecutive working days without notification to the Company, unless the On-hire Employee can establish that it was not reasonably practical to do so because of illness or other reasonable excuse, will be considered to have terminated their employment without notice from the commencement of the period of absence, providing that Company has made reasonable attempts to contact the On-hire Employee.
- 14.2 The Company will only be liable to pay wages and other payments up to and including the last day of actual work.

15 Types of Employment

- 15.1 On-hire Employees under this Agreement will be employed in one of the following categories of employment:
- 15.1.1 Casual On-Hire Employee;
 - 15.1.2 Full Time On-Hire Employee;
 - 15.1.3 Part Time On-Hire Employee;
 - 15.1.4 On-Hire Employees engaged for a specific project/site/assignment/maximum term or workplace related task.
- 15.2 At the time of the On-hire Employees engagement, the Company will inform each On-hire Employee in writing of their status and anticipated term of their engagement.
- 15.3 Casual Employment
- 15.3.1 A Casual On-hire Employee is one engaged and paid as such.
 - 15.3.2 A Casual On-hire Employee will be paid the hourly rate of pay for the relevant classification as outlined in this agreement, in addition to a loading of 25% calculated on the ordinary rate of pay.
 - 15.3.3 The casual loading constitutes part of the casual employee's all-purpose rate.
 - 15.3.4 The Casual loading is in lieu of:
 - i. Annual Leave and Leave Loading entitlements;
 - ii. Personal Leave entitlements;
 - iii. Notice of Termination requirements;
 - iv. Redundancy entitlements; and
 - v. Other entitlements not applicable to Casual On-Hire Employee.
 - 15.3.5 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 National Employment Standards.

15.3.6 The minimum engagement for a Casual On-hire Employee working ordinary hours will be four (4) hours on any one day that the On-hire Employee is placed on assignment.

15.4 Full Time Employment

15.4.1 A full time On-hire Employee works an average of thirty eight (38) ordinary hours per week.

15.4.2 A full time On-hire Employee will accrue annual leave and personal leave and will not be entitled to the 25% casual loading.

15.5 Part Time Employment

15.5.1 A Part Time On-hire Employee is employed to work an average of fewer than thirty eight (38) ordinary hours per week and has reasonably predictable hours of work.

15.5.2 For each ordinary hour worked, a part time On-hire Employee will be paid no less than the ordinary time rate for the relevant classification and pro-rata entitlements for those hours. Part time On-hire Employees will be informed of their ordinary hours of work and the starting and finishing times.

15.5.3 Before commencing as a part time On-hire Employee, the Company and the On-Hire Employee will agree in writing:

- i. that the On-hire Employee may work part time;
- ii. the hours to be worked by the On-hire Employee, the days upon which the hours will be worked and the commencing times for the work;
- iii. the classification applying to the work to be performed by the On-hire Employee; and
- iv. the period of part time On-hire employee's employment.

15.5.4 The terms of the part time agreement may be varied, in writing, by consent.

15.5.5 A copy of the part time agreement and any variation to it will be provided to the On-hire Employee by the Company.

15.5.6 A part time On-hire Employee is entitled to accrue leave on a pro-rata basis. A part time On-hire Employee will accrue pro-rata annual leave and pro-rata personal leave and will not be entitled to the 25% casual loading.

15.6 Specific project/site/assignment/maximum term or workplace related task

15.6.1 On-hire Employees engaged on specific project/site/assignment or workplace related task will have this specified in their Letter of Engagement.

15.6.2 A specific project/site/assignment contract contains a date on which both parties agree that employment will end.

15.6.3 A workplace related task contract is linked to the completion of a specific task and at the completion of this task that employment will end.

- 15.6.4 On-hire Employees engaged under specific project/site/assignment or workplace related task are not entitled to notice of termination and redundancy payouts in accordance with the Act.
- 15.6.5 On-hire Employee specific project/site/assignment or workplace related task be extended by mutual agreement.
- 15.6.6 A specific project/site/assignment or workplace related task On-hire Employee is entitled to accrue leave on a pro-rata basis.
- 15.6.7 A specific project/site/assignment or workplace related task On-hire Employee will accrue pro-rata annual leave and pro rata personal leave.

16 Classifications

- 16.1 At the commencement of each assignment by way of Letter of Engagement, a On-hire Employee will be assigned to a classification level based on skills, qualifications and experience of the role.
- 16.2 A On-hire Employee's classification for each assignment will be based on skills required for the particular role and not skills or qualifications an On-Hire Employee may possess, provided that where the provisions of the Modern Award provide otherwise, the Award will apply.
- 16.3 The classification structure is outlined in Schedule A.

17 Hours of Work

- 17.1 Any On-hire Employee of the Company may be required to work day work, shift work, shutdowns, emergency workers or any combination to ensure that our client/s have the proper maintenance and operation of the Coal Export Terminal.
- 17.2 The Roster required to be worked by any On-hire Employee may vary dependant on the site they are assigned to at any given time. Rosters may include but are not limited to Lifestyle, Monday-Friday and 7 on/7 off. The On-hire Employee will be advised of the roster.
- 17.3 All Parties to this Agreement commit to:
 - 17.3.1 Flexibility in any way in which ordinary hours are organised and worked to meet operational requirements;
 - 17.3.2 Working reasonable additional overtime.
- 17.4 The ordinary hours of work shall be an average of thirty-eight (38) hours per week. Ordinary hours can be worked Monday to Sunday. For the purposes of the NES an On-hire employee's ordinary hours of work will be averaged over the roster cycle.
- 17.5 Hours worked in excess of the ordinary hours in clause 17.4 shall be deemed overtime and paid in accordance with clause 19.
- 17.6 Shiftwork
 - 17.6.1 Definitions:

- i. Afternoon shift means any shift, the ordinary hours of which finish after 7.00 pm and at or before midnight.
- ii. Night shift means any shift, the ordinary hours of which finish after midnight and at or before 8.00 am.
- iii. Permanent night shift means a shift during a period which an employee:
 - a. works night shift only;
 - b. stays on night shift for a longer period than 4 consecutive weeks; or
 - c. works on a roster that does not give at least one third of the employee's working time off night shift in each roster cycle.

18 Rostering

18.1 Subject to the consultation obligations set out in Clause 6 of this Agreement, the Company will determine:

18.1.1 the type of rosters to be worked by the On-hire Employees based on the Company's business requirements and those of its clients; and

18.1.2 the normal shift length to be worked will be up to 12.5 hours.

19 Overtime

19.1 All time worked outside or in excess of an On-hire Employee's ordinary hours of work as outlined in clause 17 shall be deemed overtime.

19.2 Employees engaged at and performing work Dalrymple Bay Coal Terminal shall be paid overtime as follows:

19.2.1 On-hire Employees engaged on the lifestyle roster shall be paid overtime as follows:

- i. Monday to Saturday – overtime shall be paid at time and a half for the first two (2) hours and double time thereafter.
- ii. Sunday – overtime shall be paid at double time.

19.2.2 On-hire Employees engaged on the shutdown roster shall be paid overtime as follows:

- i. Monday to Saturday shall be paid at time and a half for the first three (3) hours and double time thereafter.
- ii. Sunday will be paid at double time.

19.2.3 On-hire Employees engaged on any other shift/roster pattern:

- i. Monday to Saturday – overtime shall be paid at time and a half for the first two (2) hours and double time thereafter.
- ii. Sunday – overtime shall be paid at double time.

19.3 On-Hire Employees engaged with all other clients/sites overtime shall be:

19.3.1 Overtime worked Saturday shall be paid at time and a half for the first two (2) hours and double time thereafter.

19.3.2 Overtime worked on a Sunday shall be paid at double time.

19.3.3 All overtime worked by a continuous shift worker shall be paid at double time.

19.3.4 For the avoidance of doubt this clause does not apply to employees engaged at Dalrymple Bay Coal Terminal.

19.4 Rest period during overtime

19.4.1 An On-hire employee may take a paid rest break of 20 minutes after each 4 hours of overtime worked, if the On-hire employee is required to continue work after the rest break.

19.5 Rest Period after Working Overtime

19.5.1 If an On-hire Employee works so much overtime that the On-hire Employee has not had at least 10 consecutive hours off duty between the end of the On-hire Employee's ordinary hours of work on one day and the start of the On-hire Employee's ordinary hours of work on the next day:

- i. the On-hire Employee will be released from duty after that overtime is finished until the On-hire Employee has had 10 consecutive hours off duty; and
- ii. there will be no loss of pay for ordinary hours of work time which occur during this absence.

19.5.2 An On-hire Employee who, on the instructions of the Company, resumes or continues work without having had 10 consecutive hours off duty will:

- i. Be paid at double time during ordinary hours and after that until the On-hire Employee is released from duty;
- ii. then be entitled to be absent for 10 consecutive hours; and
- iii. not suffer any loss of pay for ordinary hours of work time which occur during this absence.

20 Breaks

20.1 Meal Breaks for On-hire Employees at Dalrymple Bay Coal Terminal are:

20.1.1 An On-hire Employee must not be required to work for more than five (5) hours without an unpaid meal break of a minimum of 30 minutes.

20.1.2 For On-hire Employee engaged with our client at Dalrymple Bay Coal Terminal meal breaks shall apply as follows:

- i. working for 12 hours or more will be entitled to paid meal breaks totalling 30 minutes per shift.

20.2 Meal breaks for all other On-hire Employees shall be as per the Modern Award.

20.3 Breaks will be scheduled based upon operational requirements so as to ensure continuity of operations. The On-hire Employee should not be required to work more than 5 hours before the first meal is taken or between any subsequent meal breaks.

20.4 An On-hire Employee and client supervisor may agree to any variation of clause 20 to meet the circumstances of the workplace, provided that the Company is not required to make any

payment in excess of or less than what would otherwise be required under clause 21.

21 Wages

- 21.1 Where On-hire Employees are placed on an assignment where it is necessary for the Company to pay On-hire Employees in excess of the wages or allowances in this Agreement, this arrangement will be received by On-hire Employees in satisfaction of any and/or all entitlements, terms, conditions, penalties and allowances which might otherwise apply to On-hire Employees under this Agreement. This may include (but is not limited to) flat or rolled up hourly rates. The total payment to Employees will not be less than Employees would have received under this Agreement.
- 21.2 Implementation of flat rate
- 21.2.1 The Company may calculate a combination of classification rate for ordinary hours, shift penalties, overtime (including double time and a half for public holidays) rates and any applicable allowances from this agreement as a "flat rate" to apply at a particular site provided:
- i. the flat rate of pay will not result in an employee being paid less than they would otherwise be entitled to under the Agreement for the work performed; and
 - ii. the Company engages in consultation with the Employee; and
 - iii. the Company provides at least four (4) weeks noticed of any change.
- 21.2.2 For the avoidance of doubt, if an On-hire Employee elects to be paid a flat rate and this will be approved at the Company's discretion.
- 21.2.3 Flat rates of pay will be calculated based on specific roster patterns on individual client sites.
- 21.2.4 The Company may pay employee flat rates of pay in satisfaction of the following entitlements in this Agreement that they would receive for working a particular roster cycle:
- i. Base rates of pay in Schedule 1;
 - ii. The casual loading in clause 15.3 (where applicable); and
 - iii. Allowances in clause 22; and
 - iv. Public holiday penalties in clause 27; and
 - v. Overtime and penalty rates for rostered overtime in clause 19; and
 - vi. Weekend and shift penalty rates in clause 17.
- 21.2.5 Where a flat rate of pay is paid, the Company will advise the employee, in writing, and keep a record of:
- i. The flat rate of pay that is payable;
 - ii. Which provisions of the Agreement will be satisfied by the flat rate of pay; and
 - iii. The method by which the flat rate of pay is calculated.
- 21.2.6 Any entitlement not specified in the record in clause 21.2 will be separately paid for in accordance with the applicable provisions of this Agreement (e.g. non-rostered overtime).

21.3 Wage Escalation

- 21.3.1 The ordinary hourly rates for each classification in this Agreement will be as per Schedule 2.
- 21.3.2 During the life of this Agreement no ordinary hour wage rate will fall below the relevant minimum wage as set out in the Modern Award.

21.4 Payment of Wages

- 21.4.1 Payment of wages shall be by direct deposit/electronic funds transfer on a weekly or fortnightly basis, or a set period otherwise nominated by the client to a bank account nominated by the On-hire Employee. Where a public holiday or weekend falls on the normal pay day, the payment shall be made as soon as is practicable after the normal pay day.

21.5 Market Rate Protection – Existing Employees

- 21.5.1 Where an On-Hire Employee is employed on a Letter of Engagement at the time this Agreement is lodged with the Fair Work Commission, and where the On-Hire Employee is receiving over Agreement payments and/or market arrangements/conditions, the Company will guarantee the rate of pay contained in their Letter of Engagement consistent with the following provisions:
 - i. The On-Hire Employee remains at the host Client site as identified in the Letter of Engagement;
 - ii. The On-Hire Employee remains in the same classification;
 - iii. The On-Hire Employee does not have a break in service;
 - iv. The guarantee will cease to operate (i.e. the market rate protection) 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, change in classification or role type.
- 21.5.2 The Company shall also apply the percentage increases as outlined in Schedule 2 to the Market Rate.

21.6 Deduction of Monies

- 21.6.1 Wages will be paid subject to the On-hire Employees authorised deductions as agreed with the Company. The On-hire Employee authorises the Company to deduct from their Wages (including leave and termination payments):
 - i. All taxes, payable by law;
 - ii. All identified and justified overpayments;
- 21.6.2 On-hire Employees authorise the Company to deduct from any wages or entitlements payable or owing to the On-hire Employee, any overpayments made in error by the Company to the On-hire Employee upon the Company providing a written notification of an overpayment to the Employees last known home address, last known email address or current work address.

- 21.6.3 Overpayments will be deducted via reasonable amounts over a period up to 12 weeks unless otherwise agreed.
- 21.6.4 The Company commits to ensure the provision section 324 (1)(b) of the Act are followed regarding any prior attempt in the pursuit of deduction of any monies from its employees.
- 21.6.5 Where Protech and/or the client meets the cost of any testing, inductions, medicals and/or training, Protech retains the right to recover the cost of those items should the on-hire employee cease employment within six (6) months of commencement. This also includes any cancellation or non-attendance fees applicable to bookings organised and confirmed on the On-hire Employees behalf.

21.7 Underpayments

- 21.7.1 The Company commits that where there is an acknowledged underpayment that this will be rectified and paid to the affected On-hire Employee as soon as possible and in the event that this cannot be achieved the maximum period will be the next pay period.

22 Allowances

- 22.1 The Company must pay to an on-hire employee allowances the employee is entitled to under clause 22. For the avoidance of doubt this clause overrides all allowances in the Award.

22.2 Leading Hand Allowance

- 22.2.1 Leading hand means an employee who is required to supervise or direct or be in charge of another employee or other employees.

- 22.2.2 A person specifically appointed to be a leading hand is entitled to a leading hand allowance. The leading hand allowance is 8% of the employee's rate. For clarity, this allowance will be treated as an all-purpose allowance.

22.3 Trainer/Assessor Allowance

- 22.3.1 Trainer/Assessor Allowance is applicable to Plant Operators only.

- 22.3.2 This allowance is applicable if the On-hire Employee has a trainer and assessor qualification, and the On-hire Employee is appointed as a trainer/assessor. This allowance will be 8% of the On-hire Employees rate and is only applicable when the On-hire Employee is directly engaged in Training/Assessing Activities.

22.4 Bus Driver Allowance

- 22.4.1 This allowance is only applicable when:

- i. The On-hire Employee is appointed and required to operate the bus; and
- ii. For hours that the On-hire Employee is required to drive the bus; and
- iii. These hours are noted and approved on the On-hire Employee timesheet.

22.4.2 This allowance shall be paid at the appropriate rate. For the avoidance of doubt, if the On-hire Employees operates the bus during ordinary hours then it would be paid at the ordinary hourly rate and if the On-hire Employee operates the bus during overtime hours then it will be paid as per overtime rate, as outlined in clause 19.

23 Superannuation

23.1 The Company will comply with all relevant superannuation legislation.

24 Termination of Employment

24.1 Notice of Termination by an Employee and Company

24.1.1 Full-time and Part-time On-hire Employees must give notice of termination of employment as outlined in clause 24.1.2.

24.1.2 For the termination of employment initiated by the Company the period of notice to be provided by the Company is:

On-hire Employee's period of continuous service with the Company	Notice period required
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is to be increased by 1 week where the permanent On-hire Employee is over 45 years of age and has completed 2 years of continuous service with the Company at the time of giving of the notice. This additional week only applies to notice given by the Company.

24.1.3 The Company may, at its discretion, elect to pay an Employee the full wages in lieu of notice the amount the Company would have been liable to pay to the Employee had the employment continued until the end of the notice period.

24.1.4 This Clause does not apply to:

- i. An On-hire Employee whose employment is terminated because of serious misconduct; or
- ii. An On-hire Employee engaged on a Fixed Term basis once the fixed term has come to an end; or
- iii. An On-hire Employee engaged on a Specific task basis once the task has been completed; or
- iv. a Casual On-hire Employee

24.1.5 Nothing in this clause nor any other provisions of this Agreement interferes with the right of the Company to dismiss an On-Hire Employee without notice for serious misconduct. For the avoidance of doubt, serious misconduct includes but is not limited to:

- i. Violence, harassment, discrimination or abuse in any form whatsoever shown towards fellow employees, client employees, clients or anyone else related to work with the Company.
- ii. Offensive, intimidating or violent behaviour in any form regardless of how or why it was initiated.
- iii. Any activity bringing the Company into disrepute.
- iv. Theft.
- v. Dishonesty and/or fraud.
- vi. Disregard for Company policy, rules or the welfare of fellow employees, client or customers.
- vii. Wilful disobedience.
- viii. Falsifying employee details and work experience.
- ix. Conviction for an offence that impacts on the employment relationship.
- x. Serious neglect of duty or incompetence.
- xi. Possession, use or dealing in any prohibited drug or other restricted or dangerous substances during working hours or on client premises.
- xii. Intoxication.
- xiii. Practical jokes or acts of horseplay.
- xiv. Vandalism.
- xv. Serious misconduct as defined by the Act.

25 Annual Leave

- 25.1 Annual leave and application will be consistent with the NES. For the avoidance of doubt annual leave does not apply to casual On-Hire Employees.
- 25.2 Part time On-Hire Employees accrue annual leave on a pro-rata basis.

26 Personal Leave

- 26.1 Personal leave and application will be consistent with the NES. For the avoidance of doubt personal leave does not apply to casual On-Hire Employees.
- 26.2 Part time On-Hire Employees shall accrue personal leave on a pro-rata basis.

27 Public Holidays

- 27.1 An On-Hire Employee, other than a casual employee will be entitled to public holidays without loss of pay, but only if such a day was a day that the On-Hire Employee would have ordinarily been rostered for duty.
- 27.2 The Company may request an On-Hire Employee work a public holiday in accordance with the NES and Act.
- 27.3 An On-Hire Employee required to work on a public holiday as prescribed by this clause shall be paid at the rate of double time and a half of the base rate as outlined in Schedule 2.
- 27.4 The Company and the majority of On-Hire Employees may agree to substitute one of the prescribed public holidays for another day and the prescriptions of this clause will apply to the substituted day. To meet individual or Company needs, the Company and any On-Hire Employees may agree to substitute a public holiday in circumstances where the majority does not agree or may agree to substitute a public holiday on a different day to that determined by the majority.

28 Domestic and Family Violence Leave

- 28.1 All employees will be entitled to family and domestic violence leave in accordance with the NES and Company policy, whichever is the greater.

29 Parental Leave

- 29.1 An On-hire Employee is entitled to unpaid parental leave in accordance with the NES.

30 Long Service Leave

- 30.1 All Employees covered by this Agreement shall be entitled to long service leave subject to and in accordance with the provisions of the applicable legislation.

31 Licences

- 31.1 If it is a requirement of an On-hire Employee's employment that he/she holds a current license or permit to drive or operate a particular vehicle or piece of machinery, the Employee must notify the Company immediately if he/she is charged with any offence in relation to the operation of the vehicle or piece of machinery or if the Employee's licence is suspended or cancelled. If the On-hire Employee's licence is suspended or cancelled and the licence is an inherent requirement of the role, the On-hire Employee will not be eligible for paid work until the licence is reinstated.

32 Training and Work-Related Licences

- 32.1 All Employees commit to attending all Company/Client directed training.
- 32.2 On-hire Employees whilst in employment who are directed by the Company to attend training

courses that are required for their task related assignment shall be paid for ordinary hours (only) whilst attending training courses.

- 32.3 When an On-hire Employee attends Company directed training outside of their normal rostered hours, they will be paid a minimum of four (4) hours at the applicable Overtime Rate or the On Hire Employees flat rate.
- 32.4 All On Hire Employees are required to hold a Maritime Security Identification Card (MSIC). It is the On Hire Employees responsibility to ensure that they maintain their MSIC. The Company shall reimburse the cost of MSIC renewals only (on a two-yearly basis) on the following basis:
- i. The On Hire Employee provide a valid receipt to the Company within 14 days of completing the MSIC; and
 - ii. That the On Hire Employee complete the MSIC renewal a maximum of six (6) weeks before expiry and up to the expiry date. For the avoidance of doubt the Company will not reimburse the costs of the MSIC if the On Hire Employee completes it after the expiry date.
- 32.5 Where an On-hire Employee fails to maintain and/or renew a work authorisation and/or work-related licence, the Company reserves the right to remove the employee from site and place them on a period of unpaid leave until such time that evidence is presented to the Company to confirm the authorisation or licence is current.

33 Medicals

- 33.1 On-hire Employees working in an environment that exposes them to Isocyanates are required to participate in Isocyanate medicals including but not limited to reviews on a six (6) monthly or twelve (12) monthly basis in accordance with the provisions of the relevant legislation.
- 33.2 The Company will arrange and pay for the cost of the Isocyanate medical for the On-hire Employee.
- 33.3 Where the On-hire employee does not attend the booked medical or fails to cancel the medical and the Company is charged with a non-attendance fee or late cancellation fee, the Company reserves the rights to recover these costs from the On-hire employee.
- 33.4 The Company will pay the On-hire Employee two (2) hours at the base rate as prescribed in Schedule 2 for attending the Isocyanate medical on the following basis:
- i. The On Hire Employee provide evidence to the Company that they completed the Isocyanate medical; and
 - ii. That the On Hire Employee complete the Isocyanate medical a maximum of six (6) weeks before expiry and up to the expiry date. For the avoidance of doubt the Company will pay for the On-hire Employee to attend an Isocyanate medical if the On-hire Employee completes it after the expiry date.

- 33.5 Where an On-hire Employee's medical has expired, the Company reserves the right to remove the employee from site and place them on a period of unpaid leave until such time that a current medical is obtained.

34 Company and site policies and protocols

- 34.1 The On-hire Employees recognise that Company and client site policies, standards and protocols may be introduced from time to time. These policies, standards and protocols do not form part of this Agreement and shall not contradict the terms of this Agreement.
- 34.2 Where policies, standards and protocols are introduced, the On-hire Employees agree to familiarise themselves and comply with the policies, standards and protocols.


35 Signatories

35.1 The parties recognise that each has a responsibility to ensure the successful operation of this Agreement.

35.2 The signatures below testify the fact that the Agreement has been approved by the On-Hire Employees who will be covered by the Agreement in accordance with the Fair Work Act 2009.

35.3 *Signed for and on behalf of Protech GPS Pty Ltd by:*

Name: Marc MEILI


Signature: 

Job Title: Managing Director

Address: 3466 Pacific Hwy, SPRINGWOOD, QLD 4127

Date: 30.1.24

Witness Name NICOLE THOMPSON

Signature 

Job Title NATIONAL IR MANAGER

Address 3466 PACIFIC HWY, SPRINGWOOD, QLD 4127

Date 30/01/2024

35.4 *Signed for and on behalf of the employees of AMWU by:*

Printed Name Rohan Webb

Signature 

Job Title AMWU State Secretary QLD/NT

Address 366 Upper Roma Street, Brisbane QLD 4000

Date 31/01/2024

35.5 Signed for and on behalf of the employees of CEPU by:

Printed Name _____

Signature _____

Job Title _____

Address _____

Date _____

35.6 Employee signing on behalf of the Employees covered by this agreement

Printed Name _____

Signature _____

Job Title _____

Address _____

Date _____

SCHEDULE 1 – Classifications

Employees will be assigned to one of the following classification levels, on the basis of their skills, qualifications and experience, and in consideration of the substance of the duties to be carried out on the coal export terminal site or workplace. Classifications will be determined on skills required for the particular role and not skills attained.

Progression through the below classification structure will be subject to the employee being appointed by the Employer only.

As a minimum all employees will be required to meet client site entry requirements. Depending on the client site requirements this may include but is not limited to:

- i. Site specific role and entry requirements (including but not limited to MSIC, CAT 1, VOC)
- ii. Working at Heights
- iii. Confined Space
- iv. 'C' Class Drivers Licence
- v. Construction Induction (White Card)
- vi. Any statutory requirements to perform the role including undertaking SLAMS and JSEAs.

Classification	Description
Level 1A - Basic- Trades Assistant or Storeperson	<p>A Level 1A is an employee who assists the work group to execute various tasks such as the manufacture and repair modifications to all infrastructure/steel structures, steelwork fabrication, repairs including repair/installation of access systems.</p> <p>Indicative tasks may include, but are not limited to the following:</p> <ul style="list-style-type: none"> • assist with mobilising equipment to work locations, • prestart inspections, • removal of waste material, • collection and delivery of consumable materials
Level 1B Advanced Trades Assistant / Equipment Operator – EO	<p>A Level 1B is an Advanced Trades Assistant or Equipment Operator. A Level 1B is responsible for daily inspection, operation of equipment and other duties as required to assist work groups in the manufacture and repair modifications to all infrastructure/steel structures, steelwork fabrication, repairs including repair/installation of access systems.</p> <p>An employee at this level must hold the below qualifications:</p> <ul style="list-style-type: none"> • Meet client requirements of competency (e.g. VOC, work skills verification) to be deemed competent in equipment relevant to the duties they are undertaking in support of Levels 4,5,6 and 7. Forklift • EWP • JLG (preferred) • Scissor Lift (preferred)
Level 2A (Plant Operator – Basic)	<p>A Level 2A is a basic plant operator employee. A Level 2A employee is required to perform duties which include driving and or operating mobile plant and light vehicles such as Light vehicles, Dozers and Loaders, small excavators, and Body Water Trucks and HR Trucks. A Level 2A employee must be able to operate at least one (1) of the below plant and the listed auxiliary duties.</p>

	<ol style="list-style-type: none"> 1. HR License (operator HR tipper truck) 2. Front End Loader Ticket (Operator all site loader including dry hired) <p>In addition to ability to site wide clean-up – hosing general across site, including under conveyors, gallery inclines, transfer towers and Safety Access the Rail Corridor (SARC)</p>
Level 2B (Plant Operator Advanced)	<p>A Level 2B Employee must be able to perform all the duties of a Level 2B employee in addition to the ability to operate a minimum of three (3) plant on site, including but not limited to:</p> <ol style="list-style-type: none"> 1. Dozers and Loaders, 2. Small excavators, 3. Body Water Trucks, 4. HR Trucks, and 5. Other Mobile and Fixed Equipment.
Level 3A (Serviceperson - Basic)	<p>A Level 3A employee is engaged as a Serviceperson - Basic. Indicative duties of a Level 3 may include:</p> <ul style="list-style-type: none"> • Petro hydrocarbons (oil and grease application for all mobile and fixed plant) • Petro Hydrocarbons cleaning and waste disposal • Rope lubrication – ship loaders and GTU (Gravity Take Off – Conveyor Systems) • Operation of Forklift or EWP. • CAT 1 Worker Status (or other equivalent site requirement if applicable). • Complete Work Orders and Plan Work.
Level 3B (Serviceperson – Advanced)	<p>A Level 3B employee will have the skills of a level 3A employee, as well as the following:</p> <ul style="list-style-type: none"> • Dual Role as a Trade Assistant and Basic Fitter (On the Tools) when required. • Assist DBCT in Roller reliability and engineering Team (Grease and oil sampling) • Operation of Forklift and EWP • Operation of a (LR – Lighted Ridged) Trucks • Service Truck (MR – Medium Heavy Ridged) • Compressor Servicing
Level 4A (Painter Blaster - Basic)	<p>A Level 4A Employee must be able to perform all the duties of a Level 1B employee.</p> <p>A Level 4A must be able to safely execute blast and painting activities associated with repair to all infrastructure/steel structures, and steelwork fabrication with the nominated protective coating requirements.</p> <p>A Level 4A employee must meet the site VOC requirements to perform paint and blast activities.</p> <ul style="list-style-type: none"> •

<p>Level 4B – Painter Blaster - Advanced</p>	<p>A Level 4B employee will be able to perform the work of a Level 4A and have the additional qualifications:</p> <ul style="list-style-type: none"> • Cert III – Surface Preparation and Coating Application OR, NACE 1 or other site agreed equivalent qualification/s. • VOC by client to perform the advanced painter and blasting. • CAT 1 Worker Status (or other equivalent site requirement if applicable)
<p>Level 5 (Trades Basic)</p>	<p>An employee at Level 5 is trades qualified, can plan tasks, select equipment and appropriate procedures and takes responsibility for the work of others. An employee at this level requires only limited supervision or guidance.</p> <p><u>Fitter</u></p> <ul style="list-style-type: none"> • Trade qualified • Applies quality control techniques • Basic welding and usage of gas cutting torch and burners • Basic trade application and fault finding <p><u>Boilermaker</u></p> <ul style="list-style-type: none"> • Trade qualified • Applies quality control techniques <p><u>Electrician</u></p> <ul style="list-style-type: none"> • Trade qualified Electrical Fitter/Mechanic • Current LVR and CPR • Basic trade application and fault finding
<p>Level 6 (Trades Advanced)</p>	<p>An employee at Level 6 will have met the requirements of, and be proficient in performing the duties of an employee at the Basic Level and been assessed as being competent to perform tasks which require in-depth skill or knowledge, or the employee is assessed as having the integration of a broad range of skills.</p> <p>A Level 6 employee must have the following:</p> <ul style="list-style-type: none"> • Trade qualified • Post trade experience of a minimum five (5) years in heavy fabrication and heavy repair • Be able to pass a client specific skills test, which may include but not be limited to a weld test. • CAT 1 Worker or equivalent (where required by client) • Forklift ticket • EWP licence
<p>Level 7 (Dual Trades)</p>	<p>A Level 7 employee has met the requirements of Level 5 and Level 6 employee and hold a dual trade qualification or equivalent prescribed post-trade course used in the operation and has acquired additional knowledge enabling the employee to apply dual trade skills or an equivalent level of high precision specialised trade skills in one area.</p>

Note: Employees at a particular level in the classification structure will be expected to perform all duties within the classification and any other functions or duties which they are capable and qualified to perform.

Process for applying for progression –

- a) Role exists.

- b) Apply for the role
- c) Provide supporting evidence of the competencies/xx
- d) Assessment by the company, taking into account the employee's tenure, safety records, any other thing deemed relevant.
- e) Offer or no offer.

SCHEDULE 2 – Rates

2.A Dalrymple Bay Coal Terminal Rates

Level	Classification	Current Rate	On EA Approval	On First Anniversary of Approval	On Second Anniversary of Approval
			5%	4%	3%
1A	Trades Assistant - Basic Storeperson	\$30.81	\$32.35	\$33.64	\$34.65
1B	Trades Assistant - Advanced Equipment Operator	\$32.13	\$33.74	\$35.09	\$36.14
2A	Plant Operator - Basic		\$35.09	\$36.49	\$37.59
2B	Plant Operator - Advanced	\$35.88	\$37.67	\$39.18	\$40.36
3A	Serviceperson - Basic	\$32.13	\$33.74	\$35.09	\$36.14
3B	Serviceperson - Advanced		\$35.09	\$36.49	\$37.59
4A	Painter Blaster - Basic	\$40.90	\$42.95	\$44.66	\$46.00
4B	Painter Blaster - Advanced	\$42.15	\$44.26	\$46.03	\$47.41
	Trades		6%	5%	4%
5	Trades - Basic	\$38.32	\$40.62	\$42.65	\$44.36
6	Trades - Advanced	\$42.16	\$44.69	\$46.92	\$48.80
7	Dual Trades		\$49.16	\$51.62	\$53.68

2.B Rates all other Operations/Sites

Level	Classification	On EA Approval	On First Anniversary of Approval	On Second Anniversary of Approval
		5%	4%	3%
1A	Trades Assistant - Basic Storeperson	\$30.73	\$31.96	\$32.92
1B	Trades Assistant - Advanced Equipment Operator	\$32.26	\$33.55	\$34.56
2A	Plant Operator - Basic	\$30.73	\$31.96	\$32.92
2B	Plant Operator - Advanced	\$32.26	\$33.55	\$34.56
3A	Serviceperson - Basic	\$30.73	\$31.96	\$32.92
3B	Serviceperson - Advanced	\$32.26	\$33.55	\$34.56
4A	Painter Blaster - Basic	\$32.26	\$33.55	\$34.56
4B	Painter Blaster - Advanced	\$35.35	\$36.76	\$37.86
	Trades	6%	5%	4%
5	Trades - Basic	\$32.57	\$34.20	\$35.56
6	Trades - Advanced	\$35.68	\$37.47	\$38.97
7	Dual Trades	\$38.82	\$40.76	\$42.39

SCHEDULE 3 – Trainees and Apprentices

- 3.A** The Company is committed to engaging Apprentices and/or Trainees consistent with this Agreement and recognised government endorsed training packages.
- 3.B** The Company will meet all legal requirements regarding the apprenticeship and/or Traineeship program.
- 3.C** The Company will communicate with the recognised RTO and the Trainee/Apprentice during the Traineeship/Apprenticeship program to ensure the Training Plan is delivered as committed. Part of this process will be making sure all training records are kept up-to-date, and where needed that support for the Trainee/Apprentice is provided where and when needed.
- 3.D** As a minimum, the Apprentice/Trainee will receive 3% more than the Modern Award. The Company is committed to discuss these rates with the parties to this Agreement, when required.