

OFFICIAL

ASC PTY LTD (WESTERN
AUSTRALIA) TRADE PLANNING
ENTERPRISE AGREEMENT 2023

OFFICIAL

CONTENTS

PART 1 – APPLICATION AND OPERATION 3

1. TITLE AND COMMENCEMENT 3

2. DEFINITIONS..... 3

3. PARTIES BOUND..... 3

4. OBJECTIVES OF THE AGREEMENT 4

5. FLEXIBILITY 4

6. FLEXIBLE WORK REQUESTS 5

7. NO EXTRA CLAIMS..... 5

PART 2 –EMPLOYMENT..... 6

8. TYPES OF EMPLOYMENT 6

9. FULL-TIME EMPLOYEES 6

10. PART-TIME EMPLOYEES 6

PART 3 – HOURS OF WORK..... 6

11. ORDINARY HOURS OF WORK – DAY WORKERS 6

12. ORDINARY HOURS OF WORK – CONTINUOUS SHIFTWORKERS 7

13. ORDINARY HOURS OF WORK – NON-CONTINUOUS SHIFTWORKERS 8

14. MAKE UP TIME 8

15. METHODS OF ARRANGING WORK 8

16. APPOINTMENT TO SHIFTWORK 9

17. BREAKS..... 9

PART 4 – WAGES, CLASSIFICATIONS, SPECIAL RATES AND ALLOWANCES 10

18. PAYMENT OF WAGES..... 10

19. SUPERANNUATION 11

20. WEEKLY WAGES 11

21. CLASSIFICATION STRUCTURE 12

22. INCREASES TO WEEKLY WAGES AND ALLOWANCES 12

23. ALLOWANCES AND SPECIAL RATES..... 13

PART 5 – OVERTIME AND PENALTY RATES 17

24. OVERTIME 17

25. RATES FOR SHIFTWORKERS 18

PART 6 – LEAVE AND PUBLIC HOLIDAYS 18

26. ANNUAL LEAVE 18

27. ADDITIONAL LEAVE 20

28. PERSONAL/CARER’S AND COMPASSIONATE LEAVE 21

29. LONG SERVICE LEAVE..... 22

OFFICIAL

30.	COMMUNITY SERVICE LEAVE.....	22
31.	PARENTAL LEAVE	22
32.	PUBLIC HOLIDAYS.....	22
PART 7 – CONSULTATION AND DISPUTE RESOLUTION.....		23
33.	CONSULTATION ABOUT MAJOR WORKPLACE CHANGE	23
34.	CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK.....	24
35.	DISPUTE RESOLUTION	24
36.	TEAM MEETINGS.....	25
37.	UNION DELEGATES.....	25
38.	MANAGING UNDERPAYMENTS.....	26
39.	MANAGING OVERPAYMENTS	27
PART 8 – TERMINATION OF EMPLOYEMENT AND REDUNDANCY.....		28
40.	DISCIPLINARY PROCEDURE	28
41.	TERMINATION OF EMPLOYMENT	29
42.	REDUNDANCY	30
43.	TRANSMISSION OF BUSINESS	33
SCHEDULE A – CLASSIFICATION STRUCTURE		34
SCHEDULE B – POLCIES AND PROCEDURES		35
SIGNATORIES.....		36

PART 1 – APPLICATION AND OPERATION

1. TITLE AND COMMENCEMENT

- 1.1. The title of this Agreement is ASC Pty Ltd (Western Australia) Trade Planning Enterprise Agreement 2023
- 1.2. This Agreement shall be operative from 7 days after it is approved by Fair Work Commission and nominally expires on 01 July 2027.
- 1.3. From the date of effect of this Agreement, any other agreement, understanding, industrial award, industrial agreement or determination which might otherwise have applied to the Company or to employees covered by this Agreement shall be as a term and condition of this Agreement excluded from applying to such employees, except where otherwise expressly provided in this Agreement. Employment contracts will continue to apply.
 - (a) At the commencement of the Agreement some employees may have grandfathered conditions. Where this applies the employee will be provided with written confirmation of this arrangement.

2. DEFINITIONS

Act means the Fair Work Act.

Agreement means the ASC Pty Ltd (Western Australia) Trade Planning Enterprise Agreement 2023

Daily Rate means the daily equivalent of an employee's weekly wages. It is calculated by dividing the relevant weekly rate, in accordance with 20.1, by five.

Double time means a rate of pay equivalent to 200% of the Hourly Rate.

Double time and a half means a rate of pay equivalent to 250% of the Hourly Rate.

Hourly rate mean the hourly equivalent of the employees Daily Rate. It is calculated by dividing the Employees Daily Rate by eight.

NES means the National Employment Standards

Ordinary hours of work has the meaning provided within clause 11, 12 and 13.

Time and a half means a rate of pay equivalent to 150% of the Hourly Rate.

Usual rostered hours means the hours an employee will usually work as part of their normal arrangement of hours. This will be made up of a combination of ordinary hours and additional hours. For example, Monday to Friday; 8.5 hours per day (inclusive of 30 minute meal break).

WPI means the Wage Price Index figure referred to in clause 22.

3. PARTIES BOUND

- 3.1. Following approval by the Fair Work Commission, this Agreement shall be binding upon the Company, in respect of the employment by it of all employees in any of the Classifications referred to in Schedule A – Classification Structure and whose primary place of employment is within Western Australia and on all such employees.
- 3.2. ASC acknowledge that the following Unions seek to be employee organisations covered by this Agreement:
 - (a) The Australian Manufacturing Workers Union; and

- (b) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

4. OBJECTIVES OF THE AGREEMENT

- 4.1. The parties are committed to continually developing and maintaining an internationally and nationally competitive company.
- 4.2. It is recognised by the parties that the Company must continue to achieve a substantial increase in its overall efficiency to meet its contractual requirements to the Commonwealth in a competitive environment. Programmed or early completion of all tasks will establish a foundation for future work, and the Company's ongoing viability. The parties understand this will be achieved via:
 - (a) Greater productivity and flexibility;
 - (b) Enhanced job satisfaction;
 - (c) Improved performance in the workplace;
 - (d) Better pay;
 - (e) Greater communication;
 - (f) Improved safety standards; and
 - (g) Improved customer satisfaction.
- 4.3. The parties commit themselves to achieve a competitive advantage based on the utilisation of high skills, effective utilisation of technology and effective teamwork and flexibility. There will be a high level of cooperation between employees and the Company at all levels to enable production to flow freely and efficiently. Change in the workplace and varying market opportunities will be embraced to ensure the Company is, and remains, internationally competitive. The Company also recognises the importance to employees of security of employment.
- 4.4. The parties of the Agreement acknowledge that we each contribute to building and maintaining a physical and mentally healthy work environment by caring for one another and always putting safety first. Each of us plays an important role in engaging in meaningful, respectful and open consultation about health and safety matters to achieve our strategic outcomes. We acknowledge our shared duties under the WHS Act are committed to consulting, cooperating and coordinating health and safety activities to achieve positive safety outcomes for our people.

5. FLEXIBILITY

- 5.1. The Company and an employee covered by this Agreement can agree to make an individual flexibility arrangement to vary the effect of the following terms of this agreement:
 - (a) Arrangements about when work is performed;
 - (b) Overtime rates;
 - (c) Penalty rates; and
 - (d) Allowances.
- 5.2. The arrangement must meet the genuine needs of the Company and the employee.

OFFICIAL

- 5.3. The arrangement must be genuinely agreed to by the Company and the employee.
- 5.4. The Company will ensure that the terms of the individual flexibility arrangement are about permitted matters under section 172 of the Fair Work Act 2009, are not unlawful terms under section 194 of the Fair Work Act 2009 and result in the employee being better off overall than the employee would be if no arrangement was made.
- 5.5. The individual flexibility arrangement must:
 - (a) be in writing; and
 - (b) include the name of the Company and employee; and
 - (c) be signed by the Company and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) include details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms; and
 - (iv) conditions of their employment as a result of the arrangement; and
 - (e) state the day on which the arrangement commences.
- 5.6. The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5.7. The Company and the employee may terminate the individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement or if the Company and employee agree in writing, at any time.
- 5.8. Any disputes in relations to flexibility arrangements are to be dealt with in accordance with clause 35.

6. FLEXIBLE WORK REQUESTS

- 6.1. An Employees right to request a flexible work arrangement will be no less than the provisions provided within the NES, Flexible Working Process, and the People and Culture Manual.
- 6.2. A flexible work request may include a flexible approach to working hours, in accordance with clause 15.2, or a flexible approach to working from home to help the employee with achieving a better work life balance or meet a commitment outside of work. Where the request meets the requirements of the relevant policies and processes, the request will not be unreasonably refused.

7. NO EXTRA CLAIMS

- 7.1. All parties to this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increase or any claims sought of any nature, for wages or otherwise, or granted, except for those provided under the terms of this Agreement.

PART 2 –EMPLOYMENT

8. TYPES OF EMPLOYMENT

- 8.1. Employees under this Agreement will be employed in one of the following categories:
- (a) full-time; or
 - (b) part-time.

9. FULL-TIME EMPLOYEES

- 9.1. Any employee not specifically engaged as being a part-time employee is for all purposes of this Agreement a full-time employee, unless otherwise specified within this Agreement.

10. PART-TIME EMPLOYEES

- 10.1. An Employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than the hours referred to in clauses 11, 12 and 13.
- 10.2. Before commencing part-time employment, the Employee and the Company must agree in writing on the hours to be worked by the Employee, and the days on which they will be worked.
- 10.3. It is acknowledged by parties that part-time arrangements may require temporary variations to provide a degree of flexibility for both the Employee and the Company. The terms of the part-time arrangement may be agreed to with the consent of the Employees manager. These variations are required to be recorded in writing, which may be in the form of an email.
- 10.4. Permanent variations to the arrangement of the part-time work require consent from both Employee and the Company and to be recorded in writing through the provision of an amendment memorandum.
- 10.5. Except where otherwise provided in this Agreement, a part-time Employee must be paid for the hours agreed in accordance with clause 10.2, 10.3 and 10.4.
- 10.6. When a part-time employee works in excess of their agreed hours, in accordance with clause 10.5, the employee will be paid additional hours worked within that week, Monday to Friday, up to a maximum of 40, at the employee's hourly rate. Where a part-time employee undertakes work on a weekend, they will receive the appropriate overtime rate.
- 10.7. The terms of this Agreement will apply pro rata to part-time employees on the basis that the usual rostered hours for a full-time employee are 40.
- 10.8. Where a part-time Employee's normal paid hours fall on a public holiday prescribed within this Agreement and work is not performed by the Employee, the Employee must not lose pay for the day or part day.

PART 3 – HOURS OF WORK

11. ORDINARY HOURS OF WORK – DAY WORKERS

- 11.1. Subject to clause 15, the ordinary hours of work are an average of 38 per week but not exceeding 152 hours in 28 days.
- 11.2. The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.

OFFICIAL

11.3. The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the company between 6.00 am and 6.00 pm. The spread of hours (6.00 am to 6.00 pm) may be moved up to one hour forward or one hour back by agreement between an company and:

- (a) the majority of Employees covered by this Agreement; or
- (b) an individual Employee.

Different agreements may be reached with different individual Employees.

11.4. Usual rostered hours for day workers:

- (a) An Employees usual rostered hours per week will incorporate an average of 38 ordinary hours plus two additional hours, totalling 40 hours per week.
- (b) An Employee may be required to complete reasonable additional hours in addition to the usual rostered hours from time to time in the performance of their role.
- (c) Except where otherwise provide for within this Agreement, the weekly rates provided for in clause 20 incorporate compensation for these requirements.

12. ORDINARY HOURS OF WORK – CONTINUOUS SHIFTWORKERS

12.1. **Continuous shiftwork** means work carried out on consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company. For the avoidance of doubt, any shift roster outside of this definition will be considered to be a non-continuous shiftwork.

12.2. Subject to clause 12.7, the ordinary hours of continuous shiftworkers are, at the discretion of the company, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days.

12.3. Usual rostered hours for continuous shift workers:

- (a) An Employees usual rostered hours per week will incorporate an average of 38 ordinary hours plus two additional hours, totalling 40 hours per week.
- (b) An Employee may be required to complete reasonable additional hours in addition to the usual rostered hours from time to time in the performance of their role.
- (c) Except where otherwise provided for within this Agreement, the weekly rates provided for in clause 20 incorporate compensation for these requirements.

12.4. Any change to usual rostered hours is subject to the consultative provisions in clause 16 and 34. The implementation of a continuous shiftwork roster can only be implemented by agreement only.

12.5. Continuous shiftworkers are entitled to a paid meal break on each shift which must be counted as time worked.

12.6. The usual rostered hours for continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 15.

12.7. By agreement between the company and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 40 usual rostered hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.

OFFICIAL

- 12.8. Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.

13. ORDINARY HOURS OF WORK – NON-CONTINUOUS SHIFTWORKERS

- 13.1. Subject to clause 13.6, the ordinary hours of non-continuous shiftworkers are, at the discretion of the company, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days.
- 13.2. Usual rostered hours for non-continuous shift workers:
- (a) An Employees usual rostered hours per week will incorporate an average of 38 ordinary hours plus two additional hours, totalling 40 hours per week.
 - (b) An Employee may be required to complete reasonable additional hours in addition to the usual rostered hours from time to time in the performance of their role.
 - (c) Except where otherwise provided for within this Agreement, the weekly rates provided for in clause 20 incorporate compensation for these requirements.
- 13.3. Any change to usual rostered hours is subject to the consultative provisions in clause 16 and 34. The implementation of a non-continuous shiftwork roster can only be implemented by agreement only.
- 13.4. Non-continuous shiftworkers are entitled to a paid meal break on each shift which must be counted as time worked.
- 13.5. The usual rostered hours for non-continuous shiftworkers will not exceed 8 per shift unless otherwise agreed in accordance with clause 15.
- 13.6. By agreement between the company and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 40 usual rostered hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- 13.7. Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.

14. MAKE UP TIME

- 14.1. An employee on day work may elect, with the consent of the Company, to work make up time under which the employee takes time off usual rostered hours and works those hours at a later time, during the spread of ordinary hours.
- 14.2. An employee on shift work may elect, with the consent of the Company, to work make up time under which the employee takes time off usual rostered hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

15. METHODS OF ARRANGING WORK

- 15.1. The method of arranging work must have consideration to the requirements on clauses 6, 11, 12 and 13.
- 15.2. The Company may reach an agreement, at the Company's discretion, with individual Employees about how their working hours may be arranged to provide flexibility to those Employees.

- 15.3. Where a flexible work arrangement request is provided from the Employee, the Company will have consideration to the provisions of clause 5 and 6.

16. APPOINTMENT TO SHIFTWORK

- 16.1. In order to meet operational requirements the Company may need to appoint an Employee to work a day shift or afternoon shift. Appointment to night shift can be by agreement only.

The parties recognise that there may be a requirement to have employees vary their shift arrangement in order to meet operational requirements. When taking a decision on which Employee is appointed to the varied shift the Company will:

- (a) endeavour to provide 48 hours' notice of this requirement (unless exceptional circumstances apply); and
 - (b) undertake appropriate consultation with the Employee group (with consideration to the shift variation circumstances and clauses 16 and 34); and
 - (c) seek volunteers from the Employee group; and
 - (d) consider the operational requirements against the skills, knowledge and competencies of the Employee.
- 16.2. Shift penalties will apply in accordance with clause 25, noting that where 48 hours' notice has not been provided additional penalty provisions may apply.

17. BREAKS

17.1. Meal Breaks

An Employee must not be required to work for more than 5 hours without an unpaid meal break of a minimum of 30 minutes.

17.2. Paid meal breaks – shiftworkers

Shiftworkers are entitled to a paid meal break.

17.3. Paid breaks

An Employee will be provided with a paid 10 minute break in the morning to be taken at a time determined by the Employee, with consideration to operational requirements.

17.4. Timing of taking breaks

The Company may stagger the time of taking meal and rest breaks to meet its operational requirements, but in general will be determined by individual employees.

17.5. 24 Hour Rest Break Between Shift

- (a) Where an Employee is required to change between shift rosters they will be provided with 24 hours rest before they are required to commence that shift change.
- (b) Any hours which make up the employees usual rostered hours that fall within the 24 hour rest period will be paid as if the employee had worked those hours (i.e. the Employee will receive their full Daily Rate for their scheduled shift).
- (c) The employee's usual rostered hours will be determined to be those which the employee worked immediately prior to undertaking a temporary change to those hours. An example of the provision is outlined below:

- (i) The Employee is a day worker.
- (ii) On Monday and Tuesday the Employee's usual rostered hours are varied and the employees works an afternoon shift.
- (iii) The Employee is due to finish the varied roster following the completion of the shift that commenced on Tuesday.
- (iv) The Employee is provided 24 hours rest following the completion of the shift that commenced on Tuesday.
- (v) The Employee will receive their Daily Rate for the usual rostered hours that fall on Wednesday.
- (vi) The Employee will return to work on their usual rostered hours on Thursday.

17.6. Rest period after overtime

- (a) When additional hours or overtime work is necessary it shall be so arranged that employees have at least 11 consecutive hours off duty between the works of successive days.
- (b) An employee who works so much additional hours or overtime between the termination of work on one day and the commencement of work on the next day that the employee has not had at least 11 consecutive hours off duty between those times, shall be released after completion of such additional hours or overtime until the employee has had 11 consecutive hours off duty without loss of pay for their usual rostered hours occurring during such absence.
- (c) The provisions of this sub-clause shall apply in the case of shift workers as if 9 hours were substituted for 11 hours when additional hours or overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

17.7. 14 Consecutive Days

An employee must not work for more than 14 consecutive days without a paid day off (paid at their Daily Rate) after that period, unless exceptional circumstances apply, in which case the employee will be provided a paid day off (paid at their daily rate) at the first available opportunity.

PART 4 – WAGES, CLASSIFICATIONS, SPECIAL RATES AND ALLOWANCES

18. PAYMENT OF WAGES

- 18.1. All monies due to an employee shall be paid fortnightly by electronic transfer of funds into an account nominated by the employee with a bank (or other financial institution recognised by the Company). In the event that the employee refuses to nominate such an account or closes such account, the Company may pay such monies to an account in the name of the employee opened for that purpose by the Company.
- 18.2. Upon termination of employment, all monies due to an employee shall be paid by electronic transfer of funds on the day of such termination or on the next working day.

- 18.3. The Company may elect to provide an advanced payment to the Employee based on the Employee’s ordinary hours of work over the Christmas pay period. Where the Company elects to do this, a reconciliation will be completed in the next available pay cycle to ensure the Employee is correctly paid in accordance with the actual hours worked over the Christmas period.

19. SUPERANNUATION

- 19.1. Australian Superannuation Fund will be the default fund for employees covered by this Agreement. Those employees wishing to support other complying funds will need to nominate those funds.
- 19.2. Employees are entitled to nominate additional superannuation contributions to be paid on their behalf by the Company, subject to the requirements of the Income Tax Assessment Act 1997 and any applicable Australian Taxation Office Rulings (including draft rulings).

(a) Such payments are in addition to the Company's required superannuation guarantee levy and will not affect:

- (i) Leave entitlements
- (ii) Overtime payments
- (iii) Redundancy payments

This clause is for the sole purpose of superannuation pay sacrifice arrangements and will not be used for any other purpose.

(b) In the event that the pay sacrifice arrangements pursuant to this agreement become subject to income tax, fringe benefits tax or some other surcharge or impost, all pay sacrifice arrangements will cease forthwith unless agreed otherwise between the parties.

20. WEEKLY WAGES

- 20.1. An employee will be assigned to the appropriate classification structure, in accordance with Schedule A – Classification Structure, and be paid a weekly rate in accordance with the below table for their usual rostered hours.

Classification Level	Annualised Salary at Commencement of Agreement	Weekly Rate at Commencement of Agreement
Trade Planner Level 1	\$103,500.00	\$1,990.38
Trade Planner Level 2	\$109,000.00	\$2,096.15
Trade Planner Level 3	\$114,500.00	\$2,201.92
Senior Trade Planner Level 1	\$118,000.00	\$2,269.23
Senior Trade Planner Level 2	\$122,000.00	\$2,346.15
Trade Planner Team Lead	\$132,000.00	\$2,538.46

- 20.2. The weekly rate an Employee receives provides compensation for the completion of the Employees usual rostered hours, plus any reasonable additional hours required to perform their duties, except where otherwise provided for within this Agreement.

21. CLASSIFICATION STRUCTURE

- 21.1. An Employee may be required to undertake, at the direction of the Company, any tasks which they may safely, legally and competently perform. This may include tasks which fall within;
- (a) a lower classification level; or
 - (b) a higher classification level as part of their development to achieve a classification increase.

Where an Employee is required to perform at a higher classification level they may be eligible to receive a higher duties payment in accordance with clause 23.4.

- 21.2. Progression through the classification levels will be determined in accordance with Schedule A – Classification Structure.
- 21.3. Performance reviews will be conducted throughout the year, at the discretion of the Company, to align individual objectives to the achievement of departmental objectives and to discuss individual development plans.
- 21.4. An employee who is appointed as a permanent Senior Trade Planner Level 2, or a Trade Planner Team Lead may elect to step back from their duties after consultation with management. The Company will support the Employee through the provision of a Trade Planner role, whichever is relevant to the Employees classification, and will pay the employee in accordance with that classification.
- (a) Where the Company undertakes a performance management process in relation to the Employees performance of Senior Trade Planner Level 2 or Team Lead duties, it will provide the opportunity for the employee to transfer back to a Trade Planner role, whichever is relevant to the Employees classification, and will pay the employee in accordance with that classification. For clarity, this clause does not apply where the performance management process is related to inappropriate behaviour and/or conduct.

22. INCREASES TO WEEKLY WAGES AND ALLOWANCES

- 22.1. Weekly wages outlined within clause 20.1, and special rates and allowances specified within clause 23.1, 23.2, 23.5 and 24.4 will increase at each 12 month anniversary of the Agreement, with consideration to effective date of the Agreement.
- 22.2. The increase percentage to be applied to weekly wages, and special rates and allowances will be determined as follows:
- (a) First full pay period of July 2024 the relevant rates will increase by the greater of:
 - (i) 4.50%; or
 - (ii) The relevant WPI figure outlined within clause 22.3.
 - (b) First full pay period of July 2025 the relevant rates will increase by the greater of:
 - (i) 3.50%; or
 - (ii) The relevant WPI figure outlined within clause 22.3.
 - (c) First full pay period of July 2026 the relevant rates will increase by the greater of:
 - (i) 3.00%; or

- (ii) The relevant WPI figure outlined within clause 22.3.
- 22.3. The WPI figure referred to within clause 22.2, will be determined in accordance with this clause.
 - (a) The Company will source WPI data from the Australian Bureau of Statistics.
 - (b) The Company will use WPI data from the preceding December quarter; i.e. the WPI data used for an increase provided for in July 2024 would utilise the relevant WPI data from the December 2023 quarter.
 - (c) The Company will use the following indices:

ABS Catalogue; 634501, Table 1a; Percentage Change From Corresponding Quarter of Previous Year; Australia; Total hourly rates of pay excluding bonuses; Private and Public; All industries; Series ID: A83895396W.

23. ALLOWANCES AND SPECIAL RATES

23.1. Emergency Response Group Allowance

An employee who is appointed by the Company to the emergency response group will receive a weekly allowance of \$20.53.

23.2. First Aid Allowance

An employee who holds a current appropriate first aid qualification (such as a certificate from the St. John's Ambulance) and who is appointed by the Company to perform first aid duty shall be paid a weekly allowance of \$20.53. An Employee may make a request to the Company to be appointed to perform first aid duties, which the Company will consider.

23.3. Electrical Licence Reimbursement

Employees who are required to hold and maintain an A Class or Restricted electrical licence allowance will have the cost of maintaining that licence reimbursed by the Company.

23.4. Higher Duties Payment

- (a) Where an employee, who is classified as a Senior Trade Planner Level 2 is temporarily appointed to cover Team Lead duties;
 - (i) For a period equal to or less than 5 consecutive working days, there will be no adjustment to remuneration;
 - (ii) For a period in excess of 5 consecutive working days, the employee will receive a rate equivalent to the Team Lead classification for the duration of the temporary appointment.
- (b) Where an employee, who is classified below the Senior Trade Planner Level 2, is temporarily appointed to cover Team Lead duties;
 - (i) For a period equal to or less than 5 consecutive working days, they will receive a rate equivalent to the Senior Trade Planner Level 2 classification for the duration of the temporary appointment;
 - (ii) For a period in excess of 5 consecutive working days, the employee will receive a rate equivalent to the Team Lead classification for the duration of the temporary appointment.

- (c) Duties that form part of the Team Lead role that an employee would be temporarily appointed to cover include:
 - (i) Supervision and coordination of Trade Planners to ensure agreed work pack schedules are maintained for Production and Projects in line with safely on time requirements;
 - (ii) Main point of contact for trade planning enquiries;
 - (iii) Assist the Trade Planning Manager to resolve general issues, conflicts in priorities and the revision of work schedules to accommodate customer requirements;
 - (iv) Engage with stakeholders and provide direct support to allocated maintenance activities;
 - (v) Ensure prioritisation of work in accordance with maintenance activity requirements. (i.e. OPM and Boat Maintenance Periods); and
 - (vi) Management of resources to meet operational requirements; i.e. appointing employees to overtime and shift work. Ensuring that the team provide flexibility and agility across projects to support surge demands.
- (d) Where multiple employees are required to act as a Team Lead, the determination of whether a higher duties payment is applicable will be dependent on the total time that coverage is required across the multiple employees.
- (e) Where the Company has taken the decision to appoint an employee to act as a Team Lead, it will not take action with the purpose of avoiding providing the higher duties payment.

23.5. Standing-by Allowance

Where an Employee is required to hold themselves in readiness for work they will receive the following standing-by allowance:

- (a) Monday to Friday: \$50.00 per day
- (b) Weekends and Public Holidays: \$121.60 per day.

23.6. Motor Allowance

An employee who by agreement with the Company uses the employee's own motor vehicle on the Company's business shall be paid an allowance per kilometre travelled, in accordance with the People and Culture Manual.

23.7. Travel payments

(a) Excess Travelling and Fares

- (i) An employee's usual place of work may be WASSF Henderson, Garden Island Naval Base, or any such place of work as defined by the Company as the designated base of employment at shift commencement. An employee who on any day or from day to day is required to work at a job away from their usual place of work shall at the direction of the Company present for work at such job at the usual starting time and shall be paid for any fares reasonably incurred in excess of those normally incurred in travelling between the employee's home and the usual place of work.
- (ii) An employee who, with the approval of the Company, uses their own means of transport for travelling to or from outside jobs shall be paid the amount of excess

OFFICIAL

fares which would have been incurred in using public transport unless they have an arrangement with the Company for a regular allowance.

- (iii) An employee designated to commence shift at Garden Island Naval Base, shall be paid a motor allowance equivalent to 20km per day, in recognition for the unique circumstances of working at that location.

(b) Change of Residence

An employee:

- (i) engaged in one locality to work in another; or
 - (A) sent, other than at their own request, from the locality to another for employment which can reasonably be regarded as permanent and involving a change of residence

shall be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding six months. Provided that such expenses shall cease after the employee has taken up permanent residence or abode at the new location.

(c) Distant Work

An employee sent from their usual locality to another (in circumstances other than those prescribed in sub-clause 23.7(b)) and required to remain away from their usual abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from the usual locality.

(d) Expenses

(i) Travel within Australia

- (A) Employees when travelling in Australia for either warranty or maintenance activities may claim expenses in accordance with the People and Culture Manual. The amount is payable for each day which involves an overnight stopover.
- (B) The per diem is paid to cover all meals, personal phone calls and all other incidentals. The allowance will be available in advance and in general renewed on a weekly basis.
- (C) It will be necessary to complete a travel advance form, submitted to the finance department 3 days prior to travelling (wherever possible).
- (D) If the advance is not used due to a shorter than planned stay, the per diem residue will be repaid or debited from the employees' pay.

(ii) Overseas Expenses

- (A) This clause defines the employment conditions for an employee who may be required to perform work on behalf of the Company outside Australia and its territorial waters. From time to time the Royal Australian Navy may request the Company to undertake maintenance or repair work outside Australia and its territorial waters. Other requests may arise to support future work. In the cases that such work is requested and performed by employees:

OFFICIAL

- (I) Wage rates and conditions contained in this agreement will apply and include work undertaken by the Company outside of Australia or its territorial waters.
- (II) Other conditions that apply to the overseas deployment, including expense provisions and other relevant conditions, will be provided in accordance with the People and Culture Manual.
- (III) Working hours will be aligned to the deployment requirements.
- (IV) It is expected that the requirements of any job undertaken overseas will dictate the amount of overtime to be worked and this requirement may include working Saturday and Sunday.

(iii) Other policies

In addition, the following travel and accommodation policies will apply:

- (I) **Accommodation:** Employees will be accommodated in Hotel or Serviced Apartments with the Company arranging payment.
- (II) **Departure Taxes and Visas:** Departure taxes and a visa if required will be arranged and paid for by the Company.
- (III) **Passport:** Obtaining and payment for passports will be the sole responsibility of the employee.
- (IV) **Workcover:** The Workers' Compensation and Injury Management Act 1981 (WA) will apply to all employees working overseas.
- (V) **Travel/Health Insurance:** The Company will provide and pay for travel and health insurance coverage. The Company will provide a \$250,000 Accidental Death and Permanent Disability Insurance Policy for employees while travelling on Company business. This policy also covers medical and hospital expenses (excluding within Australia), loss and damage to personal baggage and personal liability insurance.

23.8. Training

- (a) Training shall be identified and approved in accordance with the Company's training program and consistent with the future skill needs of the Company, the size, structure and nature of the operations. Training programs must be relevant to the vocational skills required and conducted by accredited educational institutions and providers.
- (b) In accordance with the Company's training program, management approved training may be undertaken either on or off the job, provided that if the training is scheduled to be undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay.
- (c) Any costs associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of management approved training in accordance with the Company training programme shall be reimbursed by the Company (to the extent that such costs are not covered by government or other entitlements) upon production of evidence of such expenditure.
- (d) Travel costs incurred by an employee undertaking training approved by management in accordance with this clause which exceed those normally incurred in travelling to and

OFFICIAL

from work shall be reimbursed by the Company, provided that where an employee enrolls in a course at the employee's initiative, travel costs shall not be payable.

- (e) Where the employee is seeking further education assistance, a training contract will be agreed prior to the commencement of the training, which may deal with matters such as the recovery of costs in certain circumstances.

PART 5 – OVERTIME AND PENALTY RATES

24. OVERTIME

24.1. Payment for working overtime

- (a) In accordance with clause 20, an employee's weekly wages incorporates compensation for additional hours worked above the employee's ordinary hours of work. Except for where otherwise provided for within this agreement, no additional payment or benefit shall be payable in relation to the additional hours worked.
- (b) An employee required to work by the Company on an additional shift outside of their usual rostered hours on a Saturday will be paid the equivalent of time and a half for the first three hours and double time thereafter until the completion of the shift, and for a minimum of four hours.
- (c) An employee required to work by the Company on an additional shift outside of their usual rostered hours on a Sunday will be paid the equivalent of double time until the completion of the shift, and for a minimum of four hours.
- (d) An employee required to work by the Company on a public holiday will be paid the equivalent of double time and a half until the completion of the shift, and for a minimum of four hours.
 - (i) A day worker required to work on a public holiday must be paid for a minimum of 4 hours' work at the appropriate rate.
 - (ii) Hours of work performed immediately before or after a part-day public holiday, that form part of one continuous shift, are counted as part of the minimum payment/engagement period in clause 24.1(d)(i).
- (e) Where the employee is eligible to receive penalties rates in accordance with this clause when working on a Saturday, Sunday or Public Holiday on a shift roster, the overtime rates are provided for in substitution of, and are not cumulative upon, the shift penalties that would otherwise apply.
- (f) Where an Employee, at their own discretion, elects to undertake work outside of their usual rostered hours they will not be eligible to receive an overtime payment.

24.2. Time off in lieu

- (a) An employee will accrue time off in lieu for all hours worked in excess of 86 hours per fortnight, when additional hours are worked on days which the Employee works their usual rostered hours.
- (b) Time off in lieu is accrued minute for minute and shall be paid at the employees Hourly Rate.

24.3. **Requirement to work reasonable additional hours or overtime**

The Company may require any employee to work reasonable additional hours or overtime. The assignment of overtime by the Company to an Employee shall be based on specific work requirements and will have consideration to the Employees personal circumstances.

24.4. **Call back**

- (a) An employee who is requested to undertake work for operational reasons, outside of their usual rostered hours (Monday to Friday), will be paid time and a half for the first three hours then double time thereafter. These hours will not count towards the total hours worked, for the purposes of the time in lieu arrangement calculation and usual hours worked for that week.
- (b) The Employee will be paid for a minimum of 4 hours, or 3 hours where they have been paid a standing-by allowance in accordance with clause 23.5.
- (c) At times an Employee may be requested to provide support on a short term basis (less than 15 minutes) that requires them to access work information from home. These requests do not meet the criteria of a call back for the purposes of this clause.

25. RATES FOR SHIFTWORKERS

25.1. For the purposes of this clause:

Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight.

Night shift means any shift finishing after midnight and at or before 8.00 a.m.

- 25.2. Where an Employee is engaged to work on an afternoon or night shift, they will be paid the equivalent of a 30% loading on their daily rate for all time worked during their usual rostered hours.
- 25.3. Where an employee has not been provided with 48 hours' written notice of the requirement to vary their shift, in accordance with clause 16, the employee will receive a 50% shift loading in substitution for the 30% shift loading that would otherwise apply for any shifts that commence within the 48 hour notice period.
- 25.4. Where an Employee receives penalty provisions in accordance with this Agreement, those penalty rates are paid in substitution and are not cumulative upon shift loadings prescribed within this clause.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

26. ANNUAL LEAVE

26.1. Annual leave will be provided in accordance with this clause and the NES.

26.2. **Period of Leave**

- (a) A period of 4 weeks annual leave shall be applied annually to an employee, in accordance with the Employee's Usual Rostered Hours. In accordance with the Usual Rostered Hours outlined in clauses 11, 12 and 13 annual leave will accrue at a rate of 3.077 per 40 hours (38 Ordinary Hours plus two additional hours). Part-time employees will receive a pro rata accrual in accordance with clause 10.7.

26.3. 7 day shiftworkers

7 day shiftworkers who are regularly rostered to work on Sundays and public holidays will receive an additional 1 week of annual leave per annum.

26.4. Employee not taken to be on paid annual leave at certain times

- (a) Where a public holiday falls during the employees usual rostered hours whilst the employee is on a period of annual leave the Employee will not have an annual leave accrual deducted for that day, and will receive the usual public holiday payment they are otherwise eligible to receive in accordance with clause 32.
- (b) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), the employee will be eligible to apply for that other leave in substitution for annual leave being deducted.

26.5. Calculation of continuous service

For the purposes of this clause, continuity and length of service shall be determined in accordance with the Fair Work Act 2009 (Cth).

26.6. Leave period

An employee may make an application for annual leave in any part day arrangement.

26.7. Pay out of Leave

Employees may elect to cash out annual leave provided that there is an accrual remaining of four weeks. Such requests must be agreed in writing and approved by supervision/management. The employee must be paid at least the full amount that would have been payable had the employee taken the leave they have elected to forego.

26.8. Time of taking Leave

- (a) Subject to clause 26.12, annual leave shall be taken at mutually convenient times.
- (b) Excessive annual leave will be dealt with in accordance with clause 26.13.

26.9. Leave allowed before accrued

- (a) The Company may allow an employee to take annual leave either wholly or partly in advance.
- (b) Where annual leave or part thereof has been granted before the leave has been accrued, and the employee's employment subsequently terminates before a positive balance has been accrued, the Company is entitled to deduct the amount equivalent to the negative leave balance from any amounts payable to the employee upon the termination of employment.

26.10. Payment for period of Annual Leave

- (a) An employee going on leave shall be paid the rate they would have received in respect of the usual rostered hours they would have otherwise worked. Each employee shall have the amount of wages to be received for annual leave calculated by including the following where applicable:
 - (i) The rate applicable to the employee as prescribed by clause 20; and

OFFICIAL

- (ii) The rate prescribed for work during the employees usual rostered hours as part of a shift arrangement as per clause 25, according to the employee's roster or projected roster.

26.11. **Proportionate leave on termination**

An employee will be paid any accrued annual leave on termination.

26.12. **Temporary close down of facility**

Where the Company closes down its facility, or a section or sections thereof, for the purpose of allowing leave to all or the bulk of the employees in the facility, or section or sections concerned, the following provisions shall apply:

- (a) The Company may, by giving not less than four weeks' notice of its intention to do so, stand off for the duration of the close down all employees in the facility, or section or sections concerned.
- (b) The Company may pay the employee any accrued annual leave or may agree to pay annual leave to an employee in advance.
- (c) Time during which an employee is stood off without pay for the purposes of this sub-clause will not break continuity of service.
- (d) The Company may close down the facility for one or two separate periods for the purpose of granting annual leave in accordance with this sub-clause.

26.13. **Excessive leave accruals**

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a 7 day shiftworker, as defined by clause 26.3).
- (b) If an employee has an excessive leave accrual, the Company or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) In the absence of an agreement being reached, the Company may direct an employee to take the excess leave accrual through the provision of 4 weeks' notice.

26.14. **Purchased Leave**

An Employee may purchase up to 8 weeks purchased leave in accordance with the People and Culture Manual.

27. ADDITIONAL LEAVE

- 27.1. An employee is entitled to 10 days additional leave per annum to be credited to the Employee on 1 December each year. Such additional annual leave will not accrue from year to year and insofar as it is unused at the completion of each 12 month period, upon the cessation of the Employee's employment and/or the notification of resignation from the employee – it will be forfeited.
- 27.2. An employee who commences employment under this agreement, and who isn't already in receipt of additional leave provided through other arrangements (such as through the People and Culture Manual), will receive a pro-rata amount of additional leave upon commencement. The pro-rata amount will consider the total percentage of the period

OFFICIAL

remaining within the Additional leave period; i.e. where the employee will be employed for 6 months of the additional leave will be provided with 5 days (50%) of additional leave.

27.3. Part-time employees will receive a pro rata accrual in accordance with clause 10.7.

27.4. Each day of additional leave is to be paid at the employees Daily Rate.

28. PERSONAL/CARER'S AND COMPASSIONATE LEAVE

28.1. An Employee will receive personal/carers and compassionate leave, without loss of pay, in accordance with this clause, the People and Culture Manual and the NES.

28.2. An employee on personal/carers or compassionate leave shall be paid the rate they would have received in respect of the usual rostered hours they would have otherwise worked. Each employee shall have the amount of wages to be received for personal/carers or compassionate leave calculated by including the following where applicable:

- (a) The rate applicable to the employee as prescribed by clause 20; and
- (b) The rate prescribed for work during the employees usual rostered hours as part of a shift arrangement as per clause 25, according to the employee's roster or projected roster.

28.3. Part-time employees will receive a pro rata accrual in accordance with clause 10.7.

28.4. An employee is entitled to five single day occurrences per year, where they are not required to provide reasonable evidence that supports their absence. On all other occasions an employee is not entitled to paid personal leave unless they provide reasonable evidence that supports their absence.

- (a) Reasonable evidence includes, but is not limited to, a medical certificate provided by a duly qualified medical practitioner or a statutory declaration which states that the employee was unable to attend work due to a personal illness or injury.
- (b) For the purposes of this sub-clause a year is deemed to be the period between 3 July and 2 July the following calendar year.

28.5. Where an employee has exhausted their personal leave accruals, and they expect to be absent from work for an extended period of time due to a personal illness or injury, they may make an application to receive additional support during that period.

- (a) Applications will be considered and approved at the discretion of the Executive Manager – People and Culture (or equivalent role).
- (b) Approvals may include additional provision of personal leave, and/or other arrangements that assist the employee with consideration to their circumstances (i.e. additional ability to work from home).

28.6. An employee is entitled to paid compassionate leave of up to five days for each occasion when a member of the employee's immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to their life;
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

The employee is entitled to compassionate leave only if the employee gives the Company any evidence that the Company reasonably requires of the illness, injury or death.

29. LONG SERVICE LEAVE

- 29.1. An Employee will receive long service leave in accordance with the People and Culture Manual and the NES.

30. COMMUNITY SERVICE LEAVE

- 30.1. An Employee will receive community service leave in accordance with the People and Culture Manual and the NES.
- 30.2. The Company will provide an employee with 10 days paid leave per calendar year to perform defence service duties, with consideration to operational requirements. Additional unpaid leave can be requested and approved at the discretion of the Company.

31. PARENTAL LEAVE

- 31.1. An Employee will receive parental leave entitlements in accordance with the People and Culture Manual and the NES.

32. PUBLIC HOLIDAYS

- 32.1. An employee will be entitled, without loss of pay, to public holidays gazetted within Western Australia, with the following considerations:
- (a) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday shall be observed as Christmas Day and that said Saturday or Sunday shall be deemed not to be a public holiday.
 - (b) Where ANZAC Day falls on a Saturday or Sunday, the following Monday shall be observed as ANZAC Day and that said Saturday or Sunday shall be deemed not to be a public holiday.
 - (c) Where New Year's Day falls on a Saturday or on a Sunday the following Monday shall be observed as New Year's Day and that said Saturday or Sunday shall be deemed not to be a public holiday.
- 32.2. By agreement between the Company and an employee or employees concerned, other days may be substituted for the gazetted public holiday, this includes where regional public holidays may be observed.
- 32.3. An employee who does not work a public holiday shall be paid the rate they would have received in respect of the usual rostered hours they would have otherwise worked. Each employee shall have the amount of wages to be received for the public holiday calculated by including the following where applicable:
- (a) The rate applicable to the employee as prescribed by clause 20; and
 - (b) The rate prescribed for work during the employees usual rostered hours as part of a shift arrangement as per clause 25, according to the employee's roster or projected roster on the week (Monday to Friday) that the public holiday falls.
- 32.4. Payment for working a public holiday will be in accordance with clause 24.1(d).

PART 7 – CONSULTATION AND DISPUTE RESOLUTION

33. CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

- 33.1. If an company makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the company must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (iv) commence discussions as soon as practicable after a definite decision has been made.
- 33.2. For the purposes of the discussion under clause 33.1(b), the company must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 33.3. Clause 33.2 does not require the company to disclose any confidential information if its disclosure would be contrary to the company's interests.
- 33.4. The company must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 33.1(b).
- 33.5. In clause 33 significant effects, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the company's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 33.6. Where this award makes provision for alteration of any of the matters defined at 33.5, such alteration is taken not to have significant effect.

34. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

- 34.1. This clause applies if the company proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 34.2. The company must consult with any employees affected by the proposed change and their representatives (if any).
- 34.3. For the purpose of the consultation, the company must:
 - (a) provide to the employees and representatives mentioned in clause 34.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 34.4. The company must consider any views given under clause 34.3(b).
- 34.5. Clause 34 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice, in particular clause 16.

35. DISPUTE RESOLUTION

- 35.1. This clause sets out the procedures to be followed if a dispute arises about a matter related to the application of this Agreement or in relation to the NES.
- 35.2. The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 35.3. If the dispute is not resolved through discussion as mentioned in clause 35.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management (including an officer appointed by the Company to deal with industrial matters), as appropriate.
- 35.4. If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 35.2 and 35.3, a party to the dispute may refer it to the Fair Work Commission.
- 35.5. The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 35.6. If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 35.7. A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 35.
- 35.8. While procedures are being followed under clause 35 in relation to a dispute:
 - (a) work shall continue normally and the status quo of the matter in dispute shall remain, having regard to occupational health and safety issues. "Status Quo" means the established work practices in place immediately prior to the clause being activated; and

OFFICIAL

- (b) an employee must not unreasonably fail to comply with any direction given by the company about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

36. TEAM MEETINGS

- 36.1. The Company recognises the importance of ensuring that its employees are well informed on matters that impact them. To support the facilitation of this, the Company will ensure that team meetings are in place.
- 36.2. The timing of the meetings and the method in which they are conducted will be as agreed between the employees and their manager, provided they are conducted at a minimum of once every quarter.

37. UNION DELEGATES

- 37.1. The Company recognises that union delegates have an important role to play in representing the members of that union employed by the Company, whom they have been elected to represent, and the Company in respect to productive workplace relations. As such, union delegates shall be kept informed of developments that have implications for the workforce, in particular projected changes to permanent and supplementary labour.
- 37.2. Accordingly, union delegates shall be allowed the time necessary to perform their role. If the union delegate needs to leave their designated work area for such purpose they shall first notify their immediate Manager. The union delegate shall indicate the general nature of the business, the work area to be visited and the expected duration of the absence. Where confidentiality is required the company shall provide a suitable facility. Union delegates shall be provided access to phone, email and printer facilities and this shall be as near as practicable to the delegates' location inclusive of lockable storage facilities.
 - (a) The parties recognise that abuse of this sub-clause by an individual union delegate may lead to consultation between the Company and the union with a view to imposition of limits on the amount of time that union delegate may engage in such union business.
- 37.3. Subject to all other qualifications in this clause, the Company will grant a duly elected union delegate leave with pay to attend union courses conducted or approved by the unions and agreed to by the Company, which are designed to promote good employee relations within the Company.
 - (a) Unless exceptional circumstances exist, the number of training days per calendar year that the Company will approve will be in accordance with the below table:

Number of employees within the work area	Maximum number of training days available per calendar year
1-15	10
15-30	20

- (b) The training days should be evenly split between delegates of the AMWU and ETU, except where otherwise agreed to between the union organisations.
- (c) All training requests will be conditional upon the Company being able to make adequate staffing arrangements amongst current employees.

OFFICIAL

- (d) The Company shall not incur a liability with respect to any expenses (such as travel, accommodation and meals), associated with or incurred by the union delegate attending such course.
- (e) Additional requests, which may be related to other union activity, will be considered by the company on a case by case basis.

38. MANAGING UNDERPAYMENTS

38.1. Where the underpayment is related to a failure to correctly pay hours or allowances that were correctly captured by the employee on a timesheet, which has been confirmed by the employee and approved by their relevant manager, the following process will be followed by the Company:

- (a) The Company will respond to the Employee as soon as is reasonably practical, following the employee providing notice in writing.
- (b) Where an underpayment is confirmed to have occurred the Company will process the underpayment within 14 full days following written notification by the Employee.
- (c) Where the matter is not resolved within 14 full calendar days of the Employee providing written notification, the Employee will receive a rate equivalent to double time for all hours worked from the 15th day for each shift which commences prior to the employee receiving the outstanding monies into their bank account.
- (d) For the purposes of this clause the first full day will be considered the day after which notice was provided for in writing
- (e) An example of the provision is provided below:
 - (i) Employee provides written notification of underpayment on Monday, 17 May.
 - (ii) First day of the 14 day period commences on Tuesday 18 May.
 - (iii) If the Company has not resolved the underpayment by Monday 31 May then double time payments will apply from Tuesday 01 June.
 - (iv) If the Company resolves the underpayment on the afternoon of Wednesday 02 June, the Employee will cease to be entitled to be paid double time from the commencement of their shift on Thursday 03 June.
- (f) Where the Company has determined that an underpayment has not occurred the Employee will be provided written notification.
- (g) Where this is disputed by the Employee the matter will be dealt with in accordance with clause 35.

38.2. Where there is a dispute in relation to the correct application, or payment of a term under the Agreement the following process will be followed:

- (a) The Company will respond as soon as is reasonably practical.
- (b) The Company will provide written notification of its position no later than 21 full calendar days after the dispute has been submitted in writing by the employee or their representative.
 - (i) Where the Company position is not provided within 21 full calendar days of the Employee providing written notification, the Employee will receive a rate equivalent

OFFICIAL

to double time for all hours worked from the 22nd day on each shift which commences prior to the employee receiving the written notification.

- (ii) For the purposes of this clause the first full day will be considered the day after which notice was provided for in writing.
- (c) Where it has been determined that there has been an underpayment:
 - (i) If the underpayment has occurred over multiple pay periods and/or requires adjustments to the payroll system:
 - (A) The Company will work with the Employee and/or their representatives to agree to a timeline to resolve the matter. The timeline will need to take into consideration reasonable time to configure the payroll system and calculate any underpayments.
 - (B) The Company will apply interest to the total underpayment amount in accordance with relevant Federal Court Pre-judgement interest (Cash Rate plus 4%). This figure is available on the Australian Federal Court website (www.fedcourt.gov.au/forms-and-fees/interest-rates).
 - (ii) If the underpayment has occurred over one pay period and does not require adjustment to the payroll system the Company will resolve the underpayment within 14 full days of providing the written notification to the Employee.
 - (A) Where the matter is not resolved within 14 full calendar days of the Company providing written notification of the underpayment, the Employee will receive double time for all hours worked from the 15th day for each shift which commences prior to the employee receiving the outstanding monies into their bank account.
- (d) Where the Company determines that an underpayment has not occurred, it will provide the position to the Employee in writing.
 - (i) Where this is disputed by the Employee the matter will be dealt with in accordance with clause 35.

39. MANAGING OVERPAYMENTS

- 39.1. Where an Employee has been overpaid the Company will follow the below process prior to deducting any amounts owing:
- (a) The Company will meet with the Employee to discuss the details of the overpayment.
 - (b) During the discussion a payment plan will be arranged which provides the employee with a reasonable period of time to repay the overpayment via deductions from their fortnightly pay. When determining a reasonable repayment period genuine consideration should be given to the amount owing and the impact that deductions may have on the Employee.
 - (c) A written memo will be provided to the Employee which details the amount owing and the agreed deduction amount and frequency.
 - (d) Where an Employee leaves the Company for any reason, the Company reserves the right to deduct any outstanding monies from the Employee's final payment.

PART 8 – TERMINATION OF EMPLOYEMENT AND REDUNDANCY

40. DISCIPLINARY PROCEDURE

40.1. Support Person / Employee Representative

- (a) An Employee may nominate a support person or employee representative to provide assistance during an investigation and/or disciplinary meeting.
- (b) The employee may generally nominate anyone as their support person or employee representative. However, the Company may reasonably require that an employee nominate an alternative person to act in this role where the initial person nominated is:
 - (i) Unable to participate in the process within a reasonable time;
 - (ii) An identified witness who will be, or has been required to provide a statement as part of the same investigation;
 - (iii) A person who has been identified as, or is likely to be identified as a respondent to an allegation as part of the same investigation; or
 - (iv) A person who does not hold an appropriate Defence Security Clearance for information that will be disclosed or discussed as part of the investigation.
- (c) The Company will not take unreasonable steps throughout an investigation for the purpose of restricting the ability for the Employee's nominated person to participate.
- (d) An Employee will be required to provide reasonable notice ahead of any scheduled meeting of the name of their nominated support person or employee representative.
- (e) During a meeting the role of the support person or employee representative is to provide emotional support, take notes and to clarify questions. The company will allow reasonable opportunity for the support person or employee representative to assist in the discussion, with the intent to work cooperatively during the investigation and/or disciplinary meeting. This may include advising the Employee on ensuring they are providing information that is only relevant to the investigation. The support person or employee representative cannot act as a respondent, the employee will be required to answer questions as part of the investigation and/or disciplinary meetings.
- (f) It is a requirement on all parties to ensure that their conduct throughout an investigation and/or disciplinary meeting is appropriate and respectful.
- (g) This clause is not intended to impose any restrictions on any Australian Government department or agency (e.g. Federal Police or AGSVA) where they are required to undertake an investigation related to the Company and/or Employees.

40.2. Disciplinary Outcomes

- (a) As part of managing underperformance or misconduct the Company may decide to take disciplinary action against an employee.
- (b) Where deciding to issue disciplinary action the Company will ensure:
 - (i) the disciplinary action is recorded in writing;
 - (ii) the reasons for the warning are included within the warning; and
 - (iii) the warning is fair and reasonable in the circumstances.

OFFICIAL

- (c) Subject to clause 40.2(i) and 40.2(ii), the maximum life of any warning will be 12 months.
 - (i) In circumstances where it is reasonable for the Company to have serious concerns about an employee's repeated misconduct, that employee's history may be taken into consideration when determining the appropriate level of disciplinary outcome, including up to termination of employment.

Types of misconduct that are reasonable to consider include bullying and harassment, sexual harassment, serious misconduct, or misconduct of similar nature to these.
 - (ii) The Company will ensure that a fair and reasonable approach is taken in these circumstances.

40.3. Serious Misconduct

- (a) The Company shall have the right to dismiss any employee without notice for serious misconduct. Serious misconduct is when an employee:
 - (i) causes serious and imminent risk to the health and safety of another person or to the reputation or profits the Company; or
 - (ii) deliberately behaves in a way that's inconsistent with continuing their employment.
- (b) Examples of serious misconduct include, but are not limited to: theft, fraud, assault, being drunk at work and/or refusing to carry out work duties.

41. TERMINATION OF EMPLOYMENT

41.1. Notice of termination

- (a) Subject to clause 41.1(g), the Company or the employee must give notice of termination of in accordance with the following table, according to the period of continuous service:

Employees period of continuous service	Period of notice
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

- (b) If an employee is over 45 years of age and has completed at least 2 years of continuous service with the Company, then in the case of termination by the Company, the period of notice is increased by 1 week.
- (c) In clause 41.1(a) **continuous service** has the same meaning as in section 117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 41.1(a), then the company may deduct from wages due to the Employee an amount that is no more than one week's wages for the Employee.
- (e) If the Company has agreed to a shorter period of notice than that required under clause 41.1(a), then no deduction can be made under 41.1(d).

- (f) The Company may make payment in lieu of all or part of the notice period.
- (g) Where an Employee is terminated for gross misconduct the Company is not required to provide notice and payment in lieu of that notice.
- (h) Abandonment of employment will be dealt with in accordance with the NES.
- (i) The Company shall, upon receipt of request from an employee whose employment has been terminated, provide the employee with a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

41.2. Job search entitlement

Where the Company has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment. This time off must be taken at a time that is convenient to the employee after consultation with the Company.

42. REDUNDANCY

42.1. Transfer to lower paid duties on redundancy

This clause applies if, because of redundancy, the employee is transferred to new duties to which a lower ordinary rate of pay applies.

- (a) The Company may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to in accordance with 41.1(a) as if it were a notice of termination given by the Company; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the company pays the employee as set out in clause 42.1(b).
- (b) If the company acts as mentioned in clause 42.1(a)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee for the hours of work the employee would have worked in the first role, and the ordinary rate of pay of the employee in the second role for the period for which notice was not given.

42.2. Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of the notice prescribed by clause 42.4(a).
- (b) The employee is entitled to receive the severance payment they would have received under clause 42.4(a) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

42.3. Job search entitlement

- (a) Where the company has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one

OFFICIAL

day for each week of the minimum period of the notice prescribed by clause 41.1(a) for the purpose of seeking other employment.

- (b) If an employee is allowed time off without loss of pay of more than one day under clause 43.3(a), the employee must, at the request of the company, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 42.3(b).
- (d) An employee who fails to produce proof when required under 42.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 41.2.
- (f) Outplacement service will be provided to the Employee to assist with their transition to new employment.

42.4. Redundancy pay

- (a) Redundancy payment will be made in accordance with the following table, relevant to the Employees years of continuous service.

Employees period of continuous service	Period of notice	Redundancy pay period
< 1 year	6 weeks	0 weeks
> 1 year	6 weeks	4 weeks
>2 years	6 weeks	8 weeks
>3 years	6 weeks	12 weeks
>4 years	6 weeks	16 weeks
>5 years	6 weeks	20 weeks
>6 years	6 weeks	24 weeks
>7 years	6 weeks	28 weeks
>8 years	6 weeks	32 weeks
>9 years	6 weeks	36 weeks
>10 years	6 weeks	40 weeks
>11 years	6 weeks	44 weeks
>12 years	6 weeks	46 weeks
> 13 years	6 weeks	47 weeks
> 14 years	6 weeks	48 weeks
> 15 years	6 weeks	49 weeks
> 16 years	6 weeks	50 weeks
> 17 years	6 weeks	51 weeks

OFFICIAL

> 18 years	6 weeks	52 weeks
> 19 years	6 weeks	53 weeks
> 20 years	6 weeks	54 weeks
> 21 years	6 weeks	55 weeks
> 22 years	6 weeks	56 weeks
> 23 years	6 weeks	57 weeks
> 24 years	6 weeks	58 weeks
> 25 years	6 weeks	59 weeks

- (b) For the purposes of this clause, a weeks' pay is equivalent to the weekly wage outlined in clause 20.

42.5. Payout of personal leave accruals

Where an employee is made redundant, they are entitled to receive up to 70% of their personal leave accruals paid out. This payment is subject to an overall cap of 65 weeks, with consideration to the pay out of personal leave, the period of notice and the severance pay the employee is eligible to receive.

42.6. Discussions before termination

- (a) Where the Company has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and if requested, their representative.
- (b) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provisions of clause 42 hereof and shall cover all relevant information including any reasons for the proposed terminations, measures to avoid or minimise the terminations and measure to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of the discussions the Company shall, as soon as practicable, provide in writing to the employees concerned and if requested their representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out (provided that the Company shall not be required to disclose confidential information the disclosure of which would be harmful to its interests).

42.7. Redundancy: Dispute Resolution

- (a) The Company, in a particular redundancy case, may seek to have the general severance pay prescription varied.
- (b) The Company may achieve such a variation by agreement with the employee to be made redundant. Such agreement will be pursued at a conference to be held at a time

of the Company's nomination. The employee is entitled to representation at the conference.

- (c) If the Company and the employee fail to agree at the conference, then the matter may be referred to Fair Work Commission for conciliation and/or arbitration. Parties to the dispute are entitled to representation.

43. TRANSMISSION OF BUSINESS

- (a) Where the business of the Company, or part of it, is transmitted from the Company (in this clause called "the transmittor") to another employer (in this clause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In this clause "business" includes trade, process, business or occupation and includes part of any such business, and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

SCHEDULE A – CLASSIFICATION STRUCTURE

Classification	Requirements
Trade Planner Level 1	<ul style="list-style-type: none"> - Less than 2 years of on boat experience at ASC or in Trade Planner role - Relevant Trade Qualifications - As per Planner Position Description
Trade Planner Level 2	<ul style="list-style-type: none"> - Meets requirement of Level 1 - Greater than 2 years, less than 5 years of on boat experience at ASC or in Trade Planner role
Trade Planner Level 3	<ul style="list-style-type: none"> - Meet requirements of lower levels - Greater than 5 years at ASC on boat or in Trade Planner role
Senior Trade Planner Level 1	<ul style="list-style-type: none"> - Greater than 5 years at ASC on boat or in Trade Planner role – with a minimum of 3 years in Trade Planner role.
Senior Trade Planner Level 2	<ul style="list-style-type: none"> - Appointed role which will consider competencies possessed by employee to meet role criteria.
Team Lead	<ul style="list-style-type: none"> - Appointed role which will consider competencies possessed by employee to meet role criteria.

SCHEDULE B – POLICIES AND PROCEDURES

The following policies and procedures do not form part of this Agreement but affect its implementation and operation.

Document Title	CMS Number	Revision Number	Publication Date
People and Culture Manual	CMS-51763	16.0	31 October 2023
ASC Corporate Travel Procedure	CMS-54257	6.0	15 August 2022
Personal Protective Equipment Process	CMS-51293	13.0	20 April 2022
Inclement Weather Procedure	CMS-50683	6.0	15 February 2023
Flexible Working Process	CMS-55379	6.0	08 August 2023

Where the Company seeks to make material changes to the policies listed, it will consult with those employees impacted by the change with consideration to clause 33.

Any such changes will not diminish existing entitlements as applying from the date of certification of this Agreement. In the event of a disagreement the dispute resolution provisions of the Agreement will apply.

SIGNATORIES

Signed for and on behalf of **ASC PTY LTD**
by an authorised officer in the presence of



Signature of witness

Kirsten Davidson

Name of witness (print)

20 Nautical Drive

HENDERSON WA 6166

Address of witness (print)

05 March 2024

Date



Signature of representative

Ben Stocks

Name of representative (print)

20 Nautical Drive, Henderson WA 6166

Address of representative (print)

People and Culture Manager

Office held
05 March 2024

Date

**Signed by Australian Manufacturing
Workers Union** covered by the Agreement
in the presence of



Signature of witness

Jade Cochrane

Name of witness (print)

121 Royal Street

Address of witness (print)

East Perth WA 6004

05/04/24

Date



Signature of representative

Steve McCartney

Name of representative (print)

121 Royal Street

Address of representative (print)

East Perth WA 6004

WA State Secretary

Office held

05/04/24

Date

OFFICIAL

Signed by Communications, Electrical,
Electronic, Energy, Information, Postal
Plumbing and Allied Services Union of
Australia covered by the Agreement in the
presence of

Kim [Signature]

Signature of witness

Kim Stewart

Name of witness (print)

3 Focal way
Bayswater WA 6053

Address of witness (print)

5/4/2024

Date

[Signature]

Signature of representative

PETER CARTER

Name of representative (print)

3 Focal way
Bayswater WA 6053

Address of representative (print)

State Secretary

Office held

5/4/2024

Date