

Pacific Industrial Company
Workshop
Enterprise Agreement
2024

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SECTION 1 - ADMINISTRATION OF THE AGREEMENT

1.1 Title

This Agreement shall be known as the Pacific Industrial Company Workshop Enterprise Agreement 2024.

1.2 Parties Bound

This Agreement shall apply to and be binding upon:

- Pacific Industrial Company (WA) Pty Ltd, as trustee for the Steelfab Unit Trust, trading as Pacific Industrial Company (**the Company or the Employer**) (**ABN 35 813 081 087**);
- All Employees of the Company engaged in the classifications contained within this Agreement (**the Employees**).

1.3 Area and Scope

- (i) This Agreement shall apply to the Employees engaged in the classifications specified in this Agreement working at the Company's Naval Base Workshops (Workshop) or any other location at which workshop Employees covered by this Agreement are required by the company to perform work.

1.4 Period of Operation

- (i) This Agreement shall commence operation on the seventh day after it is approved by the Fair Work Commission (FWC).
- (ii) The nominal expiry date of this Agreement shall be three (3) years from FWC approval.
- (iii) The Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the Fair Work Act 2009 (FW Act).
- (iv) Industrial action is not permitted during the life of this Agreement.

1.5 Relationship to Awards, Legislation, and Other Instruments

This Agreement operates to the exclusion of any award.

Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement. In particular, references to entitlements provided for in the National Employment Standards (NES) and other legislation are:

- (i) for information only and do not incorporate those entitlements into this Agreement;
and
- (ii) not intended as a substitute for the detailed provisions of the NES and other legislation.

If any provision in the Agreement is less beneficial than the NES, the NES will prevail

1.6 No Extra Claims

The parties agree that this Agreement satisfies all claims against the Company in relation to the employment of Employees whose employment is the subject of this Agreement.

It is a term of this Agreement that each of the persons bound by this Agreement and Employees whose employment is the subject of this Agreement shall not support or advance any other or extra claims against the Company or engage in any industrial action in support of or for the purpose of advancing any claims against the Company during the operation of this Agreement.

SECTION 2 — GENERAL CONDITIONS OF EMPLOYMENT

2.1 Contract of Employment

2.1.1 Full-time Employment

A full-time Employee is an Employee who works an average of 38 ordinary hours per week.

2.1.2 Part-time Employment

A part-time Employee is an employee who works an average of fewer than 38 ordinary hours per week.

The terms of this Agreement will apply pro-rata to part-time Employees based on their ordinary hours compared to a full-time Employee's hours.

A part-time Employee will be engaged for a minimum of three consecutive hours a shift unless agreed between the parties.

On engagement, the Employer and the Employee shall agree on the hours to be worked by the Employee, the days on which they will be worked and the commencing and finishing times for the work.

A part-time Employee who is required by the Employer to work more than the agreed hours will be paid overtime in accordance with this Agreement.

2.1.3 Casual Employment

A casual Employee is one engaged and paid as such, a casual Employee shall be paid the appropriate hourly rate plus an all-purpose loading of 25%.

A casual Employee shall not be entitled to paid annual leave, paid personal/carer's leave, public holidays, or any other paid absences, except where otherwise explicitly provided by the agreement or the relevant legislation.

A casual Employee will be engaged for a minimum of four (4) hours.

A casual Employee, other than an irregular casual Employee, who has been engaged by a particular Employer for a sequence of periods of employment under during a period of six (6) months, thereafter, has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

An Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-

time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the Employer and Employee.

2.1.4 Probation

All new Employees will be engaged on a probationary period of three (3) months. During this period, either party can terminate the employment by giving one (1) week's notice.

2.1.5 Stand Down

The Company is entitled to deduct payment for any day or part thereof which the Company considers that the Employee cannot be usefully employed because of any industrial action.

The Company is entitled to deduct payment for any day or part thereof where an Employee is stood down due to any breakdown in machinery, or by any cause which ceases operation for which the Company cannot be reasonably held responsible, having reviewed the situation and having no reasonable alternative work available (other than in cases of industrial action).

The stand down period is counted as a period of service and does not break an Employee's continuous service with the Company.

2.2 Termination of Employment

2.2.1 Notice of Termination by the Company

Should the Company wish to terminate the contract of employment it shall give the Employee the following periods of notice:

Employees Period of Continuous Service with the Company	Period of Notice
No more than one year	At least 1 week
More than 1 year but less than 3 years	At least 2 weeks

More than 3 years but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice given to the Employee shall increase by one (1) week if the Employee is over 45 years old at the time of giving notice and has completed at least two (2) years' continuous service with the Company.

For casual Employees the period of notice shall be one (1) hour.

The Company may elect to make payment to the Employee in lieu of the notice not provided.

Notwithstanding the above, an Employee may be dismissed without notice for serious misconduct, and in such case, wages shall be paid up to the time of dismissal only.

2.2.2 Notice of Termination by Employee

The notice of termination required to be given by an Employee shall be the same as that required by an Employer, save and except that there shall be no additional notice based on the age of the Employee concerned.

If an Employee who is at least 18 years old does not give the period of notice required, the Employer may deduct from wages due to the Employee an amount that is no more than one (1) week's wages for the Employee.

2.2.3 Time Off During Notice Period

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

Provided that this sub-clause shall not apply to a casual Employee.

2.2.4 Statement of Employment

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

2.2.5 Abandonment of Employment

If an Employee has five (5) consecutive days of unauthorised absence from work without explanation, the Employer will make reasonable efforts to contact the Employee. If the Employer is unable to contact the Employee, then the Employer may consider that the Employee has abandoned their employment. In such circumstances, the Employee may be subject to disciplinary action, up to and including termination of employment.

2.2.6 General

The Company is under no obligation to pay for any day or part thereof not worked by an Employee unless the Employee is entitled to paid leave and has complied with the requirements prescribed by the agreement or the relevant legislation.

2.3 Annual Leave

Employees are entitled to annual leave in accordance with the National Employment Standard (NES)

In summary the NES provides for:

- a) For each year of completed service with the Company Employees are entitled to:
 - (i) Four (4) weeks of paid annual leave; or
 - (ii) Five (5) weeks of paid annual leave for an Employee deemed to be a 'shift worker' in accordance with the Fair Work Act 2009. For the purposes of this clause and the NES, a "shift worker" is defined as a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays.
- b) Annual leave accrues on a progressive basis but does not accrue during any period of unauthorised absence, unpaid leave, or unpaid authorised absence (other than community service leave or period of stand down).

- c) Any untaken leave in one year accumulates to the next year. Untaken annual leave is paid out on termination at the amount that the Employee would have received had they taken the leave,
- d) Where an Employee is entitled to a public holiday, or other period of leave under the NES (other than unpaid parental leave), which falls during a period of annual leave that day (or part day) shall not be part of the period of annual leave.

Whilst on annual leave an Employee will be paid the ordinary wage for the thirty-eight (38) ordinary hours that the Employee would have received in respect of the ordinary time the Employee would have worked, had the Employee not been on annual leave during the relevant period, plus a loading of 17.5%

The ordinary rate includes the hourly rate and any leading hand allowance.

All untaken accrued annual leave shall be paid out at the time of termination of employment at the ordinary rate of pay plus the applicable leave loading.

Annual leave may be taken by agreement between the Employee and the Company, provided that the Company will not unreasonably refuse a request to take accrued annual leave.

The Company may direct an Employee to take leave where it shuts down all or part of the business by giving 1 month's notice. Provided that if an Employee does not have sufficient accrued leave, he/she may be required to take leave without pay.

By written agreement with the Company, an Employee may elect to cash out part of his/her accrued annual leave entitlement in accordance with the NES (which currently provides that the Employee must maintain a minimum of 4 weeks accrued leave),

The provisions of this clause shall not apply to casual Employees.

2.4 Public Holidays

Public Holidays, as listed below, shall apply in accordance with the National Employment Standards under the Fair Work Act 2009.

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday

- Anzac Day
- Monarch's Official Birthday
- Christmas Day; and
- Boxing Day
- Any other day gazetted as a public holiday in the place where the Employee is based for work purposes.

Employees (except casual Employees) who normally work on the day a public holiday falls will be paid for their base pay rate for the ordinary hours they would have worked if they had not been away because of the public holiday.

2.4.1 Substitution by Agreement

By agreement between the Company and an Employee, other days may be substituted for any of the public holidays set out in this sub-section.

2.4.2 Work on a Public Holiday

All work performed on any of the days prescribed in this sub-section, or substituted in lieu thereof, shall be paid at the rate of double time and a half. An Employee required to work on a public holiday or on a day substituted in lieu thereof shall be afforded at least four (4) hours' work or paid for four (4) hours at the appropriate rate.

2.5 Personal (Sick) / Carer's Leave

2.5.1 General

Full Time employees are entitled to ten (10) days paid personal/carers leave for each year of completed service with the Company which can either be taken as sick leave or carers' leave in accordance with the NES, as summarised below.

Personal/carers' leave can be used either as:

- a) sick leave where an Employee is not fit for work because of personal illness or personal injury: or

- b) carers leave for an Employee to provide care or support to a member of their immediate family or household because of:
- c) personal illness or personal injury affecting the member; or
- d) an unexpected emergency affecting the member.

Immediate family means:

- a) the Employee's spouse, defacto partner, partner (including same sex partner), child, parent, grandparent, grandchild, or sibling; or
- b) a child, parent, grandparent, grandchild, or sibling of the Employee's spouse or defacto partner.

Personal/carer's leave accrues progressively according to the ordinary hours of work provided that it does not accrue during any period of unauthorised absence, unpaid leave, or unpaid authorised absence (other than community service leave or period of stand down).

An Employee shall not be entitled to sick leave for any period in respect of which he or she receives Workers' Compensation. Where an Employee is paid sick leave and subsequently receives Workers' Compensation for that same period, the Company may deduct the amount of the overpayment for monies otherwise due or which become due to the Employee and reinstate their paid sick leave accrual.

Personal/carer's leave is to be paid for the ordinary hours that the Employee would reasonably have expected to have worked.

Where a public holiday falls during a period of paid personal/ carer's leave the Employee is taken not to be on personal/carers leave on that day.

Unused personal /carer's leave shall accrue from year to year but is not paid out on termination.

Leave not approved as personal/carers leave by the Company shall be regarded as unauthorised and unpaid.

If an Employee is terminated by the Company and then re-engaged within a period of 6 months, the Employee's unclaimed personal/carers' leave balance will be reinstated.

2.5.2 Evidence Requirements

An Employee shall, as soon as reasonably practicable, preferably within two (2) hours of the commencement of such absence, inform the Company of the Employee's inability to

attend work and, as far as practicable, state the nature of the injury or illness and the estimated duration of the said absence.

Employees are required to provide proof of absence to be eligible to claim personal/carer's leave payment for absences of two (2) or more consecutive days. For the purpose of this Agreement reasonable proof is a medical certificate, or where not reasonably practical, a statutory declaration.

2.5.3 Unpaid Carer's Leave

Employees (including casual Employees) are entitled to a period of up to two (2) days unpaid carer's leave per occasion. Full-time and part-time Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.

2.5.4 Casual Exclusion

Except for unpaid carer's leave, this clause does not apply to casual Employees. When taking unpaid carer's leave, casual Employees must comply with the notice and evidence requirements.

2.6 Compassionate Leave (including Bereavement Leave)

Employees are entitled to two (2) days compassionate leave per occasion in accordance with the NES, as summarised in this clause, where a member of their immediate family or household:

- a) Contracts or develops a personal injury or illness that poses a serious threat to their life;
or
- b) Dies.

For the purpose of this sub-section "immediate family" means any of the following:

- a) The Employee's spouse, defacto partner, partner (including same sex partner), child, parent, grandparent, grandchild, or sibling; or
- b) A child, parent, grandparent, grandchild, or sibling of the Employee's spouse or defacto partner

Except in the case of casual Employees, compassionate leave is payable at the Employee's ordinary rate of pay for the ordinary hours the Employee would have worked had they not proceeded on the leave.

The entitlement may be taken as a single unbroken period of two (2) days or two (2) separate periods of one (1) day or as agreed between the Company and the Employee.

The Company may require the Employee, as a condition of payment, to provide the Company with reasonable evidence of the injury, illness or death.

2.7 Parental Leave

An Employee may be entitled to unpaid parental leave in accordance with the provisions of the NES.

2.8 Long Service Leave

Employees shall be entitled to the provisions of the WA long Service Leave Act 1958 (as amended).

In summary, Employees are entitled to 8 2/3 week's long service leave after ten (10) years continuous service with the Employer. Long service leave is paid out on termination after seven (7) years of completed continuous service on a pro-rata basis.

2.9 Community Service Leave

Employees (including casual Employees) are entitled to community service leave, in accordance with the NES and relevant State legislation to attend:

- a) jury service; or
- b) voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.

Employees are required to notify the Company as soon as reasonably practicable of their intention to take leave and advise them of the period (or expected period) of the absence.

2.10 Family and Domestic Violence leave

This clause applies to all Employees, including casuals.

In this clause:

- a) family and domestic violence means violent, threatening, or other abusive behavior by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- b) family member means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules,

An employee is entitled to ten (10) days' paid leave to deal with family and domestic violence, as follows:

- a) the leave is available in full at the start of each 12-month period of the Employee's employment; and
- b) the leave does not accumulate from year to year; and
- c) is available in full to part-time and casual Employees

An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- a) is experiencing family and domestic violence; and
- b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

- a) An Employee must give their Employer notice of the taking of leave. The notice:

- b) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- c) must advise the Employer of the period, or expected period, of the leave.

An Employee who has given their Employer notice of the taking of must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

2.11 Redundancy

Redundancy occurs when the Company has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

In addition to the prescribed notice period in 2.2.1 of this Agreement, an Employee engaged by the week whose employment is terminated for reasons of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service.

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks' ordinary pay
2 years and up to the completion of 3 years	6 weeks' ordinary pay
3 years and up to the completion of 4 years	7 weeks' ordinary pay
4 years and up to the completion 5 years	9.16 week's ordinary pay
5 years and up to the completion of 6 years	11.33 weeks' ordinary pay
6 years and up to the completion of 7 years	13.5 weeks' ordinary pay

7 years and up to the completion of 8 years	15.66 weeks' ordinary pay
8 years and up to the completion of 10 years	16 weeks' ordinary pay
10 years or over	12 weeks' ordinary pay

For the purpose of this clause continuity of service shall not be broken on account of:

- a) any interruption or termination of employment by the Employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence.
- b) any absence from work on account of paid leave or on account of leave lawfully granted by the Employer; or
- c) any absence with reasonable cause, proof whereof shall be upon the Employee.

This Clause does not apply to:

- a) Employees terminated from employment as a consequence of conduct that justifies instant dismissal including malingering, inefficiency or neglect of duty.
- b) Probationary Employees;
- c) Employees engaged for a fixed task or term or a casual Employee.
- d) a transfer of employment where an Employee accepts employment with the new Employer who agrees to recognise the Employee's service with the Company; or
- e) a transfer of employment and an Employee rejects an offer of employment with the new Employer which recognises the Employee's service with the Company and the terms and conditions of employment offered are on an overall basis no less favourable than those provided by the Company.

2.12 Superannuation

The company will contribute a weekly superannuation payment as prescribed by the Superannuation Guarantee (Administration) Act 1992, on behalf of each of its Employees.

This payment shall be made to a complying superannuation fund of the Employee's choice. If a superannuation fund is not nominated within one week of commencement, the contribution will be paid into the Employer's default fund. The default superannuation fund is Australian Super which offers the MySuper product as part of its product services.

For the purpose of contributions, "ordinary time earnings" shall mean the actual ordinary rate of wage the Employee receives for ordinary hours of work, including tool allowance, leading hand allowance and all-purpose allowances for ordinary hours only and shift loading for ordinary hours only. All other allowances and payments are excluded.

SECTION 3 - WORK PATTERN

3.1 Hours of Work

The ordinary hours of work shall be an average of thirty-eight (38) per week over a defined work cycle and, except in the case of shift workers, be worked between the hours of 6.00am and 6.00pm on Monday to Friday. By agreement between the Company and Employees, ordinary hours may be arranged outside these times.

The ordinary hours of work pursuant to this Agreement (i.e. 38 hours per week) are the "specified hours which an Employee is employed to work by reference to which annual leave and personal/carer's leave accrue.

Where the Company determines that there is sufficient available workload to accommodate the availability of regular overtime, the Company will implement a standard work pattern of 38 ordinary hours per week Monday to Friday (8 hours per day Monday to Thursday and 6 hours on Friday), on the following basis:

Monday to Thursday (8 ordinary hours)

<i>Shift commencement:</i>	6.00am (preceded by a siren at 5.55am indicating time to move to work area).
<i>Morning rest period:</i>	9.30am – 9.45am
<i>Lunch break (unpaid):</i>	12.00 noon – 12:30pm
<i>Completion of ordinary hours:</i>	2.30pm

Friday (6 ordinary hours)

Shift commencement: 6.00am (preceded by a siren at 5.55am indicating time to move to work area).

Morning rest period: 9.30am – 9.45am

Completion of ordinary hours: 12.00pm

Start and finish times may move back by one hour, however morning rest period and lunch break shall not change.

Where the Company determines that there is insufficient available workload to accommodate the availability of regular overtime, the Company will implement a standard work pattern of 38 hours per week Monday to Thursday (9.5 hours per day Monday to Thursday) for the duration of the reduced workload period, on the following basis:

Monday to Thursday (9.5 ordinary hours)

Shift commencement: 6.00am (preceded by a siren at 5.55am indicating time to move to work area).

Morning rest period: 9.30am – 9.45am

Lunch break (unpaid): 12.00 noon – 12:30pm

Completion of ordinary hours: 4.00pm

The Company shall determine the actual pattern of working according to the ordinary hours which best suits the Company's operational requirements.

Where the Company wishes to vary the pattern of working the ordinary hours of work, it shall first seek the agreement of the Employees Involved. Failing agreement, the Company may give those Employees one (1) week's notice of the changes.

The ordinary hours of work shall be consecutive except for any unpaid meal break which shall not exceed half an hour.

The meal break shall be scheduled to be taken within six (6) hours of the commencement of ordinary hours. This period may be extended with the agreement of the Employees in order to better suit the Company's operational needs.

Where an Employee is required for duty during the scheduled meal break and the meal break is thereby postponed for more than half an hour, the Employee shall be paid at overtime rates until the meal break is taken.

The Company may stagger the time of taking meal and rest breaks to meet operational requirements by Agreement with the workforce.

It is agreed that all Employees will be appropriately dressed and ready to start work at their normal start time at the particular work area and work will finish at their normal finish time and work area.

An Employee shall present him or herself for duty and remain on duty during the ordinary hours of work.

When work is performed outside of the ordinary hours it shall be payable at overtime rates as provided for by this Agreement.

Employees shall be entitled to one (1) rest period of fifteen (15) minutes each morning. The fifteen (15) minute rest period shall be without deduction of pay.

3.2 Overtime

The nature of the work is such that an Employee shall be required to work reasonable overtime.

Overtime shall be assigned on the basis of specific work requirements.

The Employee(s) covered by this Agreement, shall in no way, whether directly or indirectly, be party to, or concerned in, any ban, limitation or restriction upon the working of overtime.

The company shall not, without good reason and a minimum of two (2) hours' notice on any day, withdraw overtime.

The Company may withdraw overtime without notice in the case of any industrial action which affects the Manufacturing Facility. Industrial action includes strikes, bans, limitations or any other form of industrial restriction.

No more than 14 hours can be worked in any one day.

3.3 Payment for Overtime

All classifications excluding Truck Driver (MC) and Truck Driver (HR or other):

Subject to the provisions of this sub-section, all work performed outside of the ordinary hours shall be paid for at the rate of time and one half for the first 3 hours and double time thereafter.

Work performed on Saturdays and on Sundays shall be paid for at the rate of double time.

Truck Driver (MC) and Truck Driver (HR or other) classifications:

Subject to the provisions of this sub-section, all work performed outside of ordinary hours shall be paid for at the rate of time and one half.

General:

For the purpose of this sub-section, ordinary hours shall mean the hours of work fixed by the Company.

Work performed on any day prescribed as a holiday under this Agreement shall be paid for at the rate of double time and a half except when another day is substituted in accordance with Section 2.4 (Public Holidays).

An Employee who works on a Saturday, Sunday or holiday shall be paid for a minimum of three (3) hours at the appropriate rate.

In computing overtime each day shall stand alone, but when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this sub-section.

The provisions of this section do not operate so as to require payment of more than time one and a half time rates, or double time and a half on a Public Holiday prescribed under this Agreement, for any work.

3.4 Recalls

When an Employee agrees and is recalled to work after leaving the site:

- The Employee shall be paid for at least four (4) hours at overtime rates; and
- Time reasonable spent in getting to and from work shall be counted as time worked.

The Company may require the Employee to carry out additional duties beyond the initial reason for the recall. Each recall shall stand alone.

3.5 Ten Hour Break

When additional overtime work is necessary it shall, wherever reasonably practicable, be so arranged that the Employee has at least ten (10) consecutive hours off duty between the work of successive days. If Employees are required to work without having had ten consecutive hours off duty between the work of consecutive days, they shall be paid at overtime rates until such time as they have had ten (10) consecutive hours off duty.

3.6 Shift Work

- 3.6.1 The Company has the right to direct an Employee(s) to work shift work as required and the Employee(s) shall work the shift work as directed. Shift work will be worked and paid for in accordance with this Clause.
- 3.6.2 Shift work is deemed to be any arrangement of working hours where the majority of the ordinary hours are worked outside the spread of hours specified in Clause 3.1 of this Agreement (6.00am to 6.00pm) Monday to Friday.
- 3.6.3 Except for operational reasons where a shorter period of notice is required, an Employee shall be given at least twenty-four hours notice and preferably 5 days notice whenever possible of the requirement to work on shift.
- 3.6.4 Where any particular process is carried out on shifts other than day shift, and less than five (5) consecutive afternoon or five (5) consecutive night shifts are worked on that process, then Employees employed on such afternoon or night shifts shall be paid at overtime rates in lieu of shift loading. This Sub-clause does not apply when the shift process has come to an end in the last week and less than five (5) consecutive shifts are required to finish the work.

- 3.6.5 The consecutive nature of shifts will not be regarded as broken if work is not carried out on a public holiday, Saturday, or Sunday.
- 3.6.6 In addition to the wages paid under this Agreement, Employees on shift work shall be paid a flat loading of fifteen (15) percent of the ordinary rate of each ordinary hour worked on an afternoon or night shift.
- 3.6.7 Where an Employee:
- a) during a period of engagement on shift, works night shift only;
 - b) remains on a night shift for a longer period than 4 consecutive weeks; or
 - c) does not rotate or alternate with another shift (or day work) so as to give the Employee at least 1/3 of their working time off night shift in each cycle that Employee will be paid a thirty (30) percent flat loading for all time worked during ordinary working hours on such night shift.
- 3.6.8 When working a permanent rostered 12 hour shift the following breaks shall be provided in lieu of other meal/rest break provisions contained in this Agreement.
- 3.6.8.1 one fifteen (15) minute paid break
 - 3.6.8.2 two twenty (20) minute paid breaks
- 3.6.9 All rest/meal breaks shall be scheduled by the Company, provided that by agreement between the Company and the Employees, other arrangements may be made in lieu of taking the allowable breaks.
- 3.6.10 The Company reserves the right to restructure as necessary shift arrangements and working hours.

SECTION 4 - WAGE RATES AND ALLOWANCES

4.1 Classification and Rates of Pay

The rates of pay contained within this clause shall commence on 4th May 2024

Employees shall be paid no less than the following ordinary rate of pay:

Classification	Base Hourly Rate		
	Level 1	Level 2	Level 3
Boilermaker	\$39.94	\$41.68	\$42.84
Welder (Trade Qualified)	\$37.05	\$39.36	\$40.52
Welder (Non-Trade Qualified)	\$35.89	\$37.05	\$38.21
Pipe Fitter (Trade Qualified)	\$37.05	\$39.36	\$40.52
Pipe Fitter (Non-Trade Qualified)	\$35.89	\$37.05	\$38.21
Motor Mechanic	\$39.36	\$40.52	\$41.68
Mechanical Fitter	\$37.05	\$39.36	\$40.52
Machine Operator	\$31.84	\$33.00	\$34.15
Certified Rigger / Scaffolder (RA, SA)	\$31.84	\$33.00	\$34.15
Rigger / Scaffolder (other) and Dogman	\$31.26	\$32.42	\$33.57
Store Person	\$31.84	\$33.00	\$34.15
Trades Assistant	\$30.10	\$31.26	\$32.42
Labourer	\$27.79	\$28.94	\$30.10
Mobile Crane Operator 21 - 60 Tonnes	\$31.84	\$33.00	\$34.15
Mobile Crane Operator 31-120 Tonnes	\$32.42	\$33.57	\$34.73
Mobile Crane Operator 121 - 200 Tonnes	\$35.89	\$37.05	\$38.21
Mobile Crane Operator 201 - 490 Tonnes	\$36.47	\$37.63	\$38.78
Painter Tradesperson	\$35.89	\$37.05	\$38.21
Painter/Blaster	\$30.68	\$31.84	\$33.00
Electrician	\$45.84	\$46.99	\$48.15
Truck Driver (MC)	\$35.89	\$37.05	\$38.21
Truck Driver (HR or other)	\$33.57	\$34.73	\$35.89
Expeditor	\$39.36	\$40.52	\$41.68

The above wage rates are total wage rates and include remuneration, additional payments, and allowances (including tool allowance) due to the Employee under any applicable industrial Award.

The following loadings and allowances have been incorporated into the minimum hourly rates of pay:

- a) Industry allowance.
- b) Tool allowance for the Tradesperson classification.
- c) Any other additional payment or allowance due to the Employee under any applicable

Award and not specifically addressed in this Agreement.

Level 1 hourly rate applies to:

- a) New Employees who commence employment with the Company after the commencement of operation of this Agreement.

Level 2 hourly rate applies to:

- a) Current Employees of the Company who are employed on commencement of operation of this Agreement.
- b) Employees who are deemed by the Company to be at a greater skill level than that of a Level 1 Employee.

Level 3 hourly rate applies to:

- a) Employees who are deemed by the Company to be at a greater skill level than that of a Level 2 Employee.

Employees who have undertaken twelve (12) months service with the Company and have been paid at Level 1 hourly rates for the duration of their employment shall have their hourly rate formally reviewed by the Workshop Manager.

4.2 Pay Escalations

The hourly rates of pay set out in clause 4.1 will be increased as follows:

- (a) First anniversary of the Agreement commencing operation - plus 3.0%
- (b) Second anniversary of the Agreement commencing operation - plus 3.0%

4.3 Allowances

4.3.1 Tool Allowance

Tradespersons and Welders are required to provide their own tools. A tool allowance is incorporated into the Tradesperson and Welders Hourly Rate.

4.3.2 Leading Hand Allowance

An Employee who is appointed by the Company to be a Leading Hand shall be paid an hourly all-purpose allowance in addition to the Employee's weekly ordinary wage rate prescribed in Clause 4.1 or 4.2 of this Agreement (as applicable). The hourly all-purpose allowance is as follows:

Leading Hand Allowance	Hourly
In charge of not Less Than 3 and Not More Than Ten (10) Persons	\$1.15
In charge of More than 10 and Not More Than 20 Persons	\$1.71
In Charge of More Than 20 Persons	\$2.18

4.3.3 Meal Allowance

An Employee required to work additional overtime of more than two (2) hours beyond the usual rostered overtime of that day without being notified on the previous day or earlier that he/she will be so required to work shall be supplied with a meal by the Company or be paid \$16.81 for such a meal.

4.4 Payment of Wages

4.4.1 Method of Payment

Payment of wages shall be by electronic funds transfer to each Employee's nominated Australian financial institution account.

4.4.2 Time of Payment

Wages shall be paid weekly on a day designated by the Company.

SECTION 5- OCCUPATIONAL HEALTH & SAFETY

5.1 Fitness for Work

The parties to this Agreement agree that the maintenance of a safe and health work environment will be enhanced by adopting a pro-active approach to addressing fitness for work issues, including the misuse of drugs and alcohol in the workplace, workplace stress and fatigue. The management of these occupational health and safety issues will assist in eliminating a contributing factor to workplace injuries and accidents.

Employees will be required to comply with the Company's Fitness for Work Procedures with respect to alcohol and other drugs in the workplace. A copy of the relevant Procedure will be available to the Employee and non-compliance by the Employee may result In termination of employment. If an Employee has any concerns regarding their fitness for work or the fitness for work of another person. the Employee must notify their supervisor immediately.

Employees will be required to follow all lawful directions given by the Company unless the Employee has a reasonable concern that following such a lawful direction will pose a risk of imminent danger to himself/herself or to other Employees.

5.2 Protective Clothing and Footwear

All Employees will be entitled to three (3) sets of clothing per year, distributed as follows:

Three (3) sets of clothes consisting of 3 long trousers and 3 shirts (or overalls), plus one (1) pair of low-cut boots on expiry of 6-week qualifying period.

Winter employees who have had at least four (4) weeks continuous service between the months of April and September shall be issued by the Employer with a one (1) off winter or waterproof PIC jacket as soon as it is practical to do so provided the Employee has not received a jacket from the Employer within the last six (6) months.

The Company will supply all required PPE including but not limited to:

- Leather aprons (where required for specific tasks)
- Australian standard prescription safety glasses where required

The above sequence will continue every anniversary period thereafter; however, Employees PPE will also be replaced on a fair wear and tear basis. Where there is dispute on what constitutes fair wear and tear" between the Employee and Supervision, the Employee will be entitled to raise the matter with the Company's HR department for dispute determination.

Employees who terminate and recommence employment within the anniversary period will not be entitled to any additional clothing.

Protective clothing so issued shall be worn at all times during employment with Pacific Industrial Company and shall not be willfully damaged, abused or defaced.

SECTION 6 - OTHER PROVISIONS

6.1 Dispute Resolution Procedure

6.1.1 Adoption of Principles

To ensure the orderly conduct of and speedy resolution of issues, disagreements, conflicts and disputes, the following Four Stage Resolution Procedure will be adopted within Pacific Industrial Company.

The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation, and discussion between members of the shop floor and their respective line management. This procedure is based upon the recognition and development of the relationship between line management and their Employees.

The procedure is designed to resolve any disagreement or concern in a fair manner and is based upon the following principles.

- (I) Commitment by the parties to observe this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or concern, which may give rise to conflict or dispute.
- (II) Throughout all stages of this procedure, all relevant facts shall be clearly identified and recorded.
- (III) Realistic time limits shall be allowed for the completion of the various stages of the discussions.
- (IV) Emphasis shall be placed on an in-house settlement of issues brought about through consultation. However, if In-house consultation and negotiation is exhausted without resolution of the conflict or dispute the Employer and Employees shall jointly or individually refer the matter to the Fair Work Australia for assistance in resolving the dispute.
- (V) In order to achieve the peaceful resolution of issues the Employer and Employees shall not partake in any stoppages of work, lockouts or any other bans or limitations on the performance of work whilst the procedures of consultation, negotiation, conciliation and arbitration are being followed. Observance of this principle will avoid interruption to the performance of work, the consequential loss of production and wages and disruption of supply to consumers.

6.1.2 Four Stage Resolution Procedure

The following process shall be followed with respect to any dispute between an Employee covered by this Agreement and the Company about any matter arising under this Agreement or in relation to the National Employment Standard (NES).

Stage 1

The Employee with the issue or concern will discuss the matter with their immediate first line manager. (e.g. supervisor, team leader)

The line manager will set aside time to hear the issue or concern in a private discussion with the Employee and after consideration provide a comprehensive answer to the

Employee. The issue or concern and the answer provided by the line manager must be fully documented.

Stage 2

In the event of the Employee not being satisfied the Employee will put in writing the complaint details and arrange a meeting with the Workshop Superintendent. The same procedure as set out in Stage 1 will apply, with all relevant facts being clearly recorded.

Stage 3

In the event that the matter is still not being resolved it will be referred to the Human Resources Manager who will convene a meeting with all the people previously involved in the matter to reconsider the issue or concern and the answers given thus far. The same procedure as set out in Stage 1 and Stage 2 will be adopted with all relevant facts being clearly recorded.

Stage 4

If the matter is still unresolved, it shall be referred to the General Manager. If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Fair Work Commission (FWC) for assistance in resolving the dispute. At any meeting convened by the Commission, the parties will use their best endeavours to resolve the matter by conciliation.

At any point during the above resolution procedure, either party may elect a representative of their choosing to act on their behalf.

The role FWC has in the grievance procedure process is as follows:

- In a conciliation process, should both parties agree, FWC may, if it considers it appropriate, issue a recommendation that the parties will implement.
- The power to dismiss a matter if FWC forms the view that:
 - The application is trivial, frivolous or
 - The matter is incapable of resolution within the timeframe FWC considers reasonable, or
 - The applicant is acting unreasonably in failing to resolve the dispute.
- The power to arbitrate the matter should conciliation fail to resolve the matter, where both parties agree to such action and agree on the FWC member who will arbitrate the matter. The decision of FWC following arbitration is final, and the parties agree to accept the

outcome of arbitration and implement or abide by any recommendation or determination that FWC might issue, subject to any right of appeal under the Act.

- FWC can deal with the matter informally in private conferences.
- FWC can request information and submissions to be made in writing -and can make recommendations or determinations from those written submissions (if it is empowered by the parties to do so).

6.2 Introduction of Change

When the Company has:

- a) proposed to make a change to an Employee's regular roster or ordinary hours of work (outside the changes proposed by this Agreement); or
- b) made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have "significant effects" on Employee the Company shall notify Employees who may be affected by the proposed changes.

Significant effects include potential redundancies; major changes in the composition, operation or size of the Company's workforce or in the skills required; the significant elimination or diminution of job opportunities, promotion opportunities or job tenure; significant alteration of hours of work; the need for retraining or permanent transfer of Employees to other work or locations; and the substantial restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

The Company shall discuss the introduction of the changes with the Employees affected, and any nominated representative, the effects the changes are likely to have on Employees, measures to avoid or minimise effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees in relation to the changes.

For the purposes of such discussions, the Company shall provide in writing to the Employees concerned, and any nominate representative, all relevant information about the changes including the nature of the proposed changes, the expected effects of the changes on Employees and other matters likely to affect Employees.

6.3 Individual Flexibility

Notwithstanding any other provisions of this Agreement, an Employee and the Company may agree to vary the effect of this Agreement to meet the genuine individual needs of the Employee and the Company.

The terms that an Employee and the Company may agree to vary the effect of are those included within Section 3 and Section 4 of this Agreement.

Any arrangement for individual flexibility under this clause must be genuinely agreed to by the Employee and the Company. The arrangement must be in writing and signed by the Company and the Employee (including the Employee's parent or guardian where he/she is under 18 years of age). A copy of the agreement must be given to the Employee within 14 days of it being agreed to.

The Company must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

The individual flexibility arrangement may be terminated:

- a) by the Employee or the Company giving 28 days notice of termination, in writing, to the other party: or
- b) at any time, by written agreement between the Employee and the Company.

6.4 Working outside of the PIC Workshop locations

Following discussions, and at the request of the Company, Workshop Employees may be required to undertake their duties at locations outside of PIC workshop locations.

Where this is required, the Employee agrees to be bound by the terms and conditions contained within this Enterprise Agreement for the duration that they are required to work in the alternative location.

The duration of working in an alternative working location should not exceed twelve (12) weeks on each occasion.

7.0 Signatories to the Agreement

Signed for and on behalf of: **PACIFIC INDUSTRIAL COMPANY (WA) PTY LTD (ABN: 35 813 081 087)**

Signature: _____
Name: _____
Title: _____
Address: 42 Hope Valley Road, Naval Base, W.A. 6165
Dated: ____ day of _____ 2024
Witness Signature: _____
Witness name: _____
Witness address: _____
Dated: ____ day of _____ 2024

Signed for and on behalf of the Employees of **PACIFIC INDUSTRIAL COMPANY (WA) PTY LTD (ABN: 35 813 081 087)**

Signature: _____
Name: _____
Title: _____
Address: 42 Hope Valley Road, Naval Base, W.A. 6165
Dated: ____ day of _____ 2024
Witness Signature: _____
Witness name: _____
Witness address: _____
Dated: ____ day of _____ 2024