

Queensland Bulk Terminals Pty Ltd

Enterprise Agreement 2024

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Application and Operation

1 Title

This Agreement shall be known as the Queensland Bulk Terminals Pty Ltd Enterprise Agreement 2024.

2 Commencement

This Agreement will commence to operate 7 days from approval by the Fair Work Commission and shall have a nominal expiry date of three years from the date of signing of the Agreement.

3 Definitions and interpretation

3.1 In this Agreement unless the contrary intention appears:

- (a) **Act** means the *Fair Work Act 2009* (Cth);
- (b) **Agreement** means the Queensland Bulk Terminals Pty Ltd Enterprise Agreement 2024;
- (c) **Classification weekly rate** means the employee's relevant ordinary weekly rate as prescribed in clause 13.

Unless otherwise specified in this Agreement and without limiting the generality of this definition, the weekly ordinary rate is payable in lieu of any and all other entitlements and allowances by way of wages for the employee's ordinary hours of work, loadings, special rates and disability allowances provided for in the Stevedoring Industry Award 2010 and any previous Agreement or the Act;

- (d) **Company** means Queensland Bulk Terminals Pty Ltd ACN 138 437 260;
- (e) **Employee** means an employee of the Company;
- (f) **Employer** means Queensland Bulk Terminals Pty Ltd ACN 138 437 260;
- (g) **NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth);
- (h) **On-hire** means the on-hire of an employee by the company to a client, where such employee works under the general guidance and instruction of the client or a representative of the client;
- (i) **Ordinary hourly rate** means the employee's ordinary weekly rate prescribed in clause 13 divided by 35;
- (j) **Ordinary weekly rate** means an employee's relevant weekly classification rate prescribed in clause 13;
- (k) **Ship** includes a barge, lighter, hulk or other vessel;
- (l) **Stevedoring industry** means the loading and unloading of cargo into or from a ship including its transporting and storage at or adjacent to a wharf;
- (m) **Union** means the Maritime Union of Australia and/or the Queensland Branch of the Maritime Union of Australia.

(n) **Wharf** includes a pier, jetty, ramp, or shed, storage or stacking area comprising part of the wharf area used for stevedoring industry activities.

3.2 Unless otherwise prescribed by this Agreement, where this Agreement refers to a condition of employment provided for in the NES, the NES definition applies.

4 Coverage

4.1 This Agreement is made in accordance with the provisions of the Fair Work Act 2009 and applies to Queensland Bulk Terminals Pty Ltd (the Company) and all its employees for whom rates of pay and general conditions of employment are prescribed herein who are employed at its Queensland Bulk Terminal situated at 156 Colmslie Road, Murarrie, Queensland.

4.2 This Agreement applies in substitution for all prior agreements and any modern award covering the Company and its employees mentioned in clause 4.1.

4.3 This Agreement does not apply to or cover maintenance contractors.

4.4 This Agreement covers any employer who supplies labour on an on-hire basis to the Company in classifications covered by this Agreement, while that on-hire labour is engaged in the performance of work covered in this Agreement.

4.5 This Agreement does not cover nor does it apply to any employee of the Company who is engaged in managerial duties.

5 Date and Period of Operation and No Extra Claims

5.1 This Agreement will start to operate on the date of the signing of the Agreement, subject to its approval by the Fair Work Commission, and shall have a nominal expiry date three years after the date of signing this Agreement.

5.2 It is agreed that prior to the nominal expiry date of this Agreement:

(a) No person covered by this Agreement and no employee covered by this Agreement will make or pursue any claims against the employer for wages or conditions of employment in excess of those provided in this Agreement.

(b) For the purpose of clarity, proposals for the making of an Individual Flexibility Arrangement under clause 7 of this Agreement and proposals for the Methods of Arranging Ordinary Hours of Work under clause 15.4 shall not be considered extra claims for the purposes of this clause.

(c) No party to this Agreement and no employee covered by this Agreement is permitted to organise or engage in Industrial Action between the date when this Agreement comes into operation and its nominal expiry date.

(d) All parties to whom this Agreement applies agree to commence constructive negotiations three (3) months prior to the nominal expiry date of this Agreement.

6 The National Employment Standards and this Agreement

This Agreement contains all the terms and conditions of employment for employees to whom this Agreement applies.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

The employer must ensure that copies of this Agreement and the NES are available to all employees to whom this Agreement applies, either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

7 Agreement flexibility

- 7.1 Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rate;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3 The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4 The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this Agreement that the employer and the individual employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

- 7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.

Part 2—Consultation and Dispute Resolution

8 Consultation regarding major workplace change

8.1 Employer to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the 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.

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

8.3 Implementation of change

- (a) It is agreed between the parties that after the above notification and discussion have taken place that the Company, after careful consideration of the views of Employees may implement the change with thirty (30) days' notice.
- (b) Where subject to the provisions of the clause, the Company exercises its rights to implement change in the workplace and the Union disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Company, the Union may refer the matter in dispute to the Fair Work Commission for conciliation and arbitration if necessary.
- (c) Employees agree to review and potentially implement driver assisted loading or related activities, subject to the process outlined above in Section 8.

9 Dispute resolution

- 9.1 In the event of a dispute arising in the workplace in regard to the application of this Agreement or the National Employment Standards (other than under s65(5) and 76(4) of the Act), the procedure to be followed to resolve the matter shall be as follows:

The parties, or their appointed representatives, shall attempt to resolve the matter at the workplace level including but not limited to the Employee, the Employee's representative (if requested), and his or her supervisor, meeting and conferring on the matter; and

- (a) If the matter is not resolved at such meeting, the parties or their appointed representatives arranging further discussions involving more senior levels of management, Employee Representatives and Union officials (as appropriate). Any party to a dispute may appoint a representative.
 - (b) If the matter is not resolved at such a meeting the parties arranging further discussions involving more senior levels of management (as appropriate).
 - (c) If the matter cannot be resolved at workplace level, the matter may be referred by either party to National level for discussion between the parties, after which time either party may refer the matter to the Fair Work Commission for conciliation.
 - (d) If the matter is referred for conciliation, both parties or their appointed representatives will participate in the process in good faith.
 - (e) Where the dispute has not been resolved despite the foregoing procedures being followed and subject to there being no stoppage of work in relation to the issue at hand, either party or their representatives may refer the matter to the Fair Work Commission for arbitration if necessary in which case the decision will be accepted by the parties subject to any appeal rights.
 - (f) The parties or their representatives agree that while the parties are trying to resolve the dispute using the procedures in this clause:
 - (i) An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (ii) An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless;
 - 9.1.6.2.1 The work is not safe; or
 - 9.1.6.2.2 Applicable occupational health and safety legislation would not permit the work to be performed; or
 - 9.1.6.2.3 The work is not appropriate for the employee to perform; or
 - 9.1.6.2.4 There are other reasonable grounds for the employee to refuse to comply with the direction.
 - (g) In circumstances where the Union disagrees with a decision by the Company to introduce change in the workplace, the Union may refer the matter to the Fair Work Commission for conciliation and arbitration.
- 9.2 The parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

Part 3—Types of Employment and Termination of Employment

10 Types of employment

An employee may be engaged as a full-time employee, guaranteed wage employee, casual employee, trainee or apprentice. The type of employment must be established at or prior to the commencement of employment

10.1 Full-time employment

A full-time employee is an employee engaged to perform a full week's work each week.

10.2 Guaranteed wage employment

- (a) A guaranteed wage employee is an employee who is guaranteed a minimum number or an average number of full shifts each week, or instead of that engagement, is provided the equivalent payment.
- (b) For the purposes of leave accruals under the NES, a guaranteed wage employee's ordinary hours of work will be deemed to be the hours actually worked by the employee over the qualifying period for the leave.

10.3 Casual employment

- (a) A casual employee is one engaged and paid as such.
- (b) A casual employee will be paid the hourly rate of pay for the relevant classification plus a loading of 25%. This loading is paid instead of entitlements which by virtue of the NES or this Agreement do not apply to casual employees.
- (c) The minimum payment for a casual employee will be for one shift on any one day that the employee is required to work
- (d) A casual day worker required to work overtime on Monday to Saturday will be paid 250% of the ordinary hourly rate for all hours worked
- (e) A casual day worker required to work overtime on a Sunday or a public holiday will be paid 312.5% of the ordinary hourly rate for all hours worked.

10.4 Trainees and apprentices

- (a) Trainees and apprentices will receive a wage rate and allowances in accordance with the Stevedoring Award 2020

10.5 Probation Period

Each new employee shall be on probation for a period of three months actual service from their commencement of full time employment with the employer.

11 Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been

paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

11.3 Job search entitlement

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

12 Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

Part 4—Wages and Related Matters

13 Classifications and wage rates

13.1 Wage rates

An adult employee will be paid a weekly rate for their classification as set out in the table below.

- 13.1.1 The weekly wage rates of pay provided in this clause 13.1.1 shall apply from the date of the signing of this Agreement and subject to being approved by the Fair Work Commission.

Additionally, the Company agrees to pay back pay (for existing employees on the date of signing of this Agreement) from the pay period beginning 21st March 2024 at the rate shown in 13.1.1.

Classification	Weekly ordinary rate	Ordinary hourly rate
	\$	\$
Grade 1	1017.38	\$ 29.07
Grade 2	1051.60	\$ 30.05
Grade 3	1101.10	\$ 31.46
Grade 4	1160.07	\$ 33.14
Grade 5	1200.15	\$ 34.29
Grade 6	1271.90	\$ 36.34
Grade 7	1399.22	\$ 39.98

- 13.1.2 A 3% increase shall apply on and from the first pay period commencing 12 months after the increase in clause 13.1.1.

Classification	Weekly ordinary rate	Ordinary hourly rate
	\$	\$
Grade 1	\$1,047.90	\$29.94
Grade 2	\$1,083.15	\$30.95
Grade 3	\$1,134.13	\$32.40
Grade 4	\$1,194.87	\$34.14
Grade 5	\$1,236.15	\$35.32
Grade 6	\$1,310.06	\$37.43
Grade 7	\$1,441.20	\$41.18

- 13.1.3 A 3% increase shall apply on and from the first pay period commencing 12 months after the increase in clause 13.1.2.

Classification	Weekly ordinary rate	Ordinary hourly rate
	\$	\$
Grade 1	\$1,079.34	\$30.84
Grade 2	\$1,115.64	\$31.88
Grade 3	\$1,168.15	\$33.37
Grade 4	\$1,230.72	\$35.16
Grade 5	\$1273.23	\$36.38
Grade 6	\$1349.36	\$38.55
Grade 7	\$1484.44	\$42.41

Note: The ordinary weekly wage rates prescribed by this clause are inclusive of any and all allowances and are as defined in clause 3.1(c) of this Agreement.

13.2 Hourly rate

The applicable ordinary hourly rate of pay will be determined by dividing the weekly ordinary rate for the classification by 35.

13.3 Classifications

13.3.1 The classification structure and Queensland Bulk Terminals Skills Matrix Descriptors for the above classifications are contained in Schedule A.

13.3.2 Any employee who is employed on or after the date of signing of this Agreement shall be paid the appropriate rate of pay relevant to the actual competency, skills or qualifications attained as per the Queensland Bulk Terminals Skills Matrix detailed in Schedule A.

13.3.3 The Grade 1 applies only to a casual employee with less than 12 months continuous service.

13.4 Re-grading

(a) An employee who does not retain the competency, skills or qualifications necessary for the employee's grade may be re-graded downwards to the next grade below for which the employee qualifies, provided that:

- (i) there is notice in writing to the employee of the intention to apply this clause containing particulars of the lost competency, skills or qualifications;
- (ii) a re-grading under this clause will not take place before the employee has had a reasonable opportunity to recover the lost competency, skills or qualifications; and

- (iii) if the employee raises with the employer a grievance concerning the re-grading within three days after it is to take effect the re-grading will be deemed not to have taken effect until it has been determined under the avoidance of disputes procedure.
- (b) This clause will not apply to an employee:
 - (i) whose loss of competency, skills or qualifications results directly from an injury or illness for which the employee is entitled to workers compensation; or
 - (ii) who, upon the written advice of a medical practitioner is no longer capable of performing the duties or functions for which the employee is classified, provided that in these circumstances the Company may nominate the medical practitioner and in addition the Company may require, or the employee may request, periodic medical reviews which may include reference to a specialist medical practitioner.
- (c) In circumstances where clause 13.4(b) applies the employee will retain the higher rate of pay.

13.5 Training

- (a) Costs in connection with off-the-job training required by the employer, including prescribed fees and text books will be reimbursed by the employer.
- (b) Travel costs incurred by an employee undertaking training required by the employer which exceed those normally incurred in travelling to and from work will be reimbursed by the employer.

14 Superannuation

14.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

14.2 Employer contributions

An employer will make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

14.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 14.2.

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer will pay the amount authorised under clauses 14.3(a) or 14.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 14.3(a) or 14.3(b) was made.

14.4 Superannuation fund

Unless an employee elects otherwise, all Employees covered by this Agreement shall be members of HostPlus (Maritime Division [ABN 68 657 495 890]. The employer will remain a participating Employer Maritime Super whilst ever this Agreement remains in force and shall comply with its obligations as determined by the Maritime Super Trust Deed and Rules.

14.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 14.2 and pay the amount authorised under clauses 14.3(a) or 14.3(b):

- (a) Paid leave—while the employee is on any paid leave;
- (b) Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

Part 5—Hours of Work and Related Matters

15 Ordinary hours of work and rostering

15.1 The ordinary hours of work for employees other than casual and guaranteed wage employees will be an average of 35 hours per week.

15.2 Travelling and Washing Time

Travelling and washing time, where applicable, will be paid and taken before or after the normal commencing or finishing times of a shift or the usual working hours and will be paid at the rate applicable to the shift.

15.3 Day work

An employer may introduce day work arrangements in accordance with this clause.

- (a) Day work means work performed by employees, other than shiftworkers, where the ordinary hours of work are worked between 7.00 am and 5.00 pm, Monday to Friday inclusive.
- (b) An employee who is working day work is entitled to an unpaid meal break of 30 minutes duration and a paid rest period of 15 minutes duration.
- (c) An employee working day work may not work in a relieving capacity for shiftworkers except by agreement with the individual employee.
- (d) A day work employee required to continue working during a break will be paid overtime at the rate of the ordinary hourly rate in addition to the rate applicable to the hours worked. The employee will continue to be paid overtime until the break is taken.
- (e) Where a day work employee is required to work overtime on a Saturday or Sunday or a public holiday, a meal allowance of \$23.54 will be paid unless the employer directly provides a reasonable hot meal. The meal allowance prescribed by this clause shall be increased to \$24.24 and \$24.97 effective from the operative date of the increases as prescribed by clause 13.1.2 and clause 13.1.3 respectively.

15.4 Methods of arranging ordinary hours of work

Notwithstanding any other provisions of this Agreement the ordinary hours of work may be varied by agreement.

Matters upon which agreement may be reached include:

- (a) how the hours are to be averaged within a roster established;
- (b) the duration of the roster provided that such duration does not exceed three months;
- (c) rosters which specify the starting and finishing times of working hours;
- (d) a period of notice of a rostered day off which is less than four weeks;
- (e) substitution of rostered day off;
- (f) accumulation of rostered days off;
- (g) arrangements which allow for flexibility in relation to the taking of rostered days off; and
- (h) arrangements of ordinary hours of work overall.

15.5 Allocation Arrangements STC (Subject to confirmation)

15.5.1. General

Notwithstanding any other provision of this Agreement, the following shall apply when ship loading is scheduled.

- (a) Allocation Monday – Friday will be notified by 1600hrs the day prior.
- (b) Preliminary weekend allocation will be notified by 1600hrs Friday and provide am or pm designation. Final confirmation to be issued by 1800 hrs.
- (c) Subject to confirmation (STC) on vessels arrival time for weekends and including first shift Mondays, also for all shifts on a Monday if it is a public holiday are shown in the table below. These are interim times for the life of this Agreement.
- (d) STC covers shifts from Saturday afternoon shift to Sunday night shift and to Monday night shift on a Public Holiday. Tallow stands alone, refer clause 15.5.2.
 - For Saturday afternoon shift confirmation by 0800hrs Saturday.
 - For Saturday night shift and Sunday day shift confirmation by 1600hrs Saturday.
 - For Sunday night shift confirmation by 0800hrs Sunday.
 - For all Monday shifts if it is a public holiday confirmation by 1600hrs Sunday.

15.5.2. Tallow

For Tallow vessels the provisions of clause 15.5.1 shall apply plus the following.

- (a) Because of the nature of Tallow vessel arrivals more flexibility in the times of previously confirmed shifts needs to apply. For delayed start times the following will apply.

0-3hrs delay Nil payment.

3-8hrs delay 6 hours at the employee's ordinary rate.

If the Tallow vessel is cancelled on a Saturday and/or Sunday and the employees are notified by 0800hrs in line with the provisions of clause 15.5.1(d) then no payment/s will apply.

- 15.5.3. Where the loading of a ship is delayed, it is agreed that each employee will work the hours required by the employer to load the ship at the re-scheduled time.

16 Shiftwork

16.1 **Shiftwork** means where the ordinary hours of work average 35 hours a week worked between the commencement of day shift Monday and either:

- (a) the conclusion of the night shift on the following Friday; or
- (b) the conclusion of the night shift on the following Saturday; or
- (c) the conclusion of the night shift the following Sunday (which is seven day continuous shiftwork).

- 16.2 Except where twelve hour shifts are introduced as permitted by clause 16.10, subject to the qualification in clause 16.14(b)(ii), the normal length of each shift, unless otherwise agreed between the employer and an employee, will be seven hours.
- 16.3 There are three types of shiftwork:
- (a) **day shift** commences between 6.00am and 9.00am;
 - (b) **afternoon shift** commences between 1.00pm and 5.00pm; and
 - (c) **night shift** commences on or after 10.00pm.
- The starting time of the ordinary hours of work of a shift (exclusive of any overtime worked prior to the commencement of the shift employee's ordinary hours of work), shall be used to determine the relevant shift and penalty rates that apply to the work performed by the employee on that shift.
- 16.4 Seven day continuous shiftwork means work performed on shifts on each of the seven days of the week and may be worked over one, two or three shifts on each day.
- 16.5 Payment for shiftworkers
All time worked will be paid as follows:
- (a) day shift on Monday to Friday—no additional payment;
 - (b) day shift on Saturday—double the ordinary hourly rate;
 - (c) day shift on Sunday—two and a half times the ordinary hourly rate;
 - (d) afternoon shift on Monday to Friday—one and a half times the ordinary hourly rate;
 - (e) afternoon shift on Saturday—double the ordinary hourly rate;
 - (f) afternoon shift on Sunday—two and a half times the ordinary hourly rate;
 - (g) night shift on Sunday to Friday—double the ordinary hourly rate; and
 - (h) night shift on Saturday—two and a half times the ordinary hourly rate.
- 16.6 An employee who, by direction of the employer, reports at the commencing time of a shift as defined in clause 16.3 but is not employed and is instructed to report back for work on a following shift, will be paid for four hours at the appropriate shift hourly rate to compensate for reporting at the commencement of that shift in addition to their weekly wage.
- 16.7 An employee who, by direction of the employer, reports for work at the commencing time of the afternoon or night shift will be paid the relevant shift penalty as prescribed by clause 16.5 for the full shift.
- 16.8 Unless otherwise agreed between the employer and an employee, an employee who, by direction of the employer, reports for work on a Saturday, Sunday or public holiday will be paid for a minimum of seven hours at the appropriate rate.
- 16.9 Except in the case of emergency:
- (a) an employee who has worked a night shift will not be required to resume work until they have had an ten hour break; and
 - (b) an employee who has worked a day shift will not be required to resume work until they have had an ten hour break.
- 16.10 Where 12 hour shifts are introduced, the ordinary hours must not exceed an average of 35 hours per week. Twelve hour shifts are inclusive of meal breaks and rest periods.

16.11 When an employee working on the afternoon shift ceases duty at a time when the usual or reasonable means of conveyance are not available, the employer will pay or alternatively reimburse the cost associated with providing such conveyance, provided always that where the employer provides such conveyance, the obligation with respect to payment or reimbursement will have been fulfilled.

16.12 Meal and rest periods for shiftworkers

- (a) Shiftwork employees working a seven hour shift are entitled to a 45 minute paid rest break or breaks during the ordinary hours of work.
- (b) Shiftwork employees working an eight hour shift are entitled to a 60 minute paid rest break or breaks during the ordinary hours of work.
- (c) Where a shiftwork employee is required to work more than one hour's overtime prior to the commencement of or following the conclusion of their normal starting or finishing time, the employee is entitled to an additional 15 minute paid rest break.
- (d) Meal breaks and rest periods will be taken at a time and manner agreed between the employer and the employee and may be staggered.
- (e) Organisation of meal breaks is the responsibility of the Leading Hand or Level 5 on that shift. Arrangements shall be put in place to ensure that all employees have their allocated break and that payment in (f) below is not triggered.
- (f) An employee required to continue working during a rest break will be paid overtime at the rate of the ordinary hourly rate in addition to the rate applicable to the shift worked only when the QBT Management team member approves payment prior to the break being missed and after all other options have been exhausted. The employee will continue to be paid overtime until the break is taken.

16.13 Meal allowance

- (a) A shiftwork employee is entitled to be paid a meal allowance in addition to overtime payments (unless a reasonable hot meal has been provided) if:
 - (i) an employee works more than an hour after or before their normal finishing or starting time including where a double header is worked; or
 - (ii) an employee is required to work overtime on a day shift on a Saturday or any shift on a Sunday or public holiday.
- (b) The meal allowance is \$16.85. The meal allowance prescribed by this clause shall be increased to \$17.35 and \$17.87 effective from the operative date of the increases as prescribed by clause 13.1.2 and clause 13.1.3 respectively.

16.14 Rostering arrangements

- (a) An employer may roster employees to perform shiftwork in accordance with this Agreement.
- (b) The employer may agree with the union or a majority of employees at the workplace the following:
 - (i) five, six or seven day shift arrangements with either irregular or regular rostering;
 - (ii) changes to the length of each shift provided that the ordinary hours of work will not exceed a weekly average of 35 hours;

- (iii) where a seven day continuous shiftwork roster is to be worked inclusion in the ordinary hours of work of shifts worked on public holidays, as prescribed by clause 23, as well as Saturdays and Sundays, provided that payment for such shifts is in accordance with this Agreement;
 - (iv) provisions for the timing of meal breaks or rest periods;
 - (v) provisions for the extension of shifts provided that all such extensions will be paid at overtime rates;
 - (vi) notification and cancellation arrangements; and
 - (vii) staggering of shift start and finish times.
- (c) Unless otherwise agreed between the employer and an employee, no rostering arrangement will require an employee to change shifts if the change would necessitate the working of two consecutive shifts, or to work more than one shift on any one day.

16.15 Day and shiftwork interchange

- (d) Where day work has been implemented, the employer may change employees from day work to shiftwork or from shiftwork to day work on seven days notice.
- (e) Where an employee is changed from shiftwork to day work, they will not forfeit any shiftwork conditions including paid meal breaks and additional annual leave provided in clauses 16.12 to 16.15.

17 Overtime and penalty rates

17.1 Pre Start Overtime

Unless otherwise agreed between the employer and an employee, overtime performed prior to an employee's normal starting time shall not exceed one hour.

17.2 Overtime rates

Where an employer requires an employee to work overtime the following rates of pay apply:

- (a) for day work employees, work performed in excess of or outside the ordinary hours the rate of pay will be on Monday to Saturday twice the ordinary hourly rate and on Sunday or a public holiday, two and a half times the ordinary hourly rate ;
- (b) for shiftwork employees, all time worked prior to the commencement of or following the conclusion of a shift during which the employee's ordinary hours of work are performed and such time is continuous with the shift, the rate of pay for the overtime is the ordinary hourly rate in addition to the rate appropriate to the shift in which the overtime is worked; and
- (c) for shiftworker employees, overtime which is not continuous with a shift during which the employee's ordinary hours of work are performed, the rate of pay will be twice the ordinary hourly rate on Monday to Saturday, and two and a half times the ordinary hourly rate on Sunday and for day and afternoon shifts on a public holiday, and three times the ordinary hourly rate on a night shift on a public holiday.

17.3 Minimum payment for overtime

- (a) Except as prescribed by clause 17.3(c), when the employer requires an employee to work overtime continuous with the employee's ordinary hours of work, the employer shall pay the employee the following minimum payments:
 - (i) for day work employees – one, two or three hours;

- (ii) for shiftwork employees for overtime continuous with a day shift:
 - one or two hours where a seven hour shift is worked, provided that the shift may be extended up to three hours by agreement; or
 - one hour where a shift not being a seven hour shift is worked, provided that the shift may be extended up to two or three hours by agreement; and
 - (iii) for shiftwork employees for overtime continuous with the afternoon or night shift – one hour, provided that the shift may be extended up to two or three hours by agreement.
- (b) Unless otherwise agreed between the employer and an employee, where the employer requires an employee to work overtime which is not continuous with the employee's ordinary hours of work, the employer must pay the employee a minimum payment of seven hours at the appropriate rate.
- (c) The minimum payments prescribed by clause 17.3(a) shall not apply where an employee is required by the employer to start work earlier than their normal commencement time or required by the employer to continue working after their normal finishing time for the purpose of:
- (i) preparatory work such as removing hatches and unlash cargo, and closing work such as replacing hatches and lashing cargo; and/or
 - (ii) providing continuity between shifts including preparatory work and handover to reliefs; and/or
 - (iii) refuelling and or starting up machines or equipment or carrying out minor repairs forming part of any necessary preparatory work,
- the minimum overtime payment will be 30 minutes at the appropriate overtime rate.

17.4 Maximum duration of overtime

Unless otherwise agreed between the employer and an employee, an employee will not, unless working a double header as prescribed by clause 19 or a twelve hour shift as permitted by clause 16.10, be required to work for a period in excess of:

- (a) 10 hours, where the overtime attaches to a day shift; or
- (b) eight or nine hours, where the overtime attaches to an afternoon or night shift respectively.

17.5 Employees election to work overtime

An employee who has worked two hours or more overtime prior to the commencement of the shift or the ordinary working hours may elect not to work overtime at the end of a shift.

17.6 Grade 7 employees

A Grade 7 employee who is required to present at or liaise with a pickup centre to implement labour orders outside their ordinary shift hours, must be paid a minimum payment of four hours at the appropriate rate.

17.7 Additional day off/day work

Where an employee works overtime on a Saturday or Sunday and has worked on seven consecutive days (including the overtime) the employee will be entitled to a day of paid leave on a working day in the following 14 days, or any other working day by agreement between the employee and employer.

17.8 Normal transport not available

When an employee ceases duty after working overtime and at a time when the usual or reasonable means of conveyance are not available, the employer will provide or alternatively reimburse the costs associated with providing such conveyance to the employee's place of residence, provided always that where the employer provides such conveyance, the obligation with respect to payment or reimbursement will have been fulfilled.

17.9 An employee who has worked overtime (including a double header) must not be required to report for duty for at least eight hours after the employee ceased work on overtime.

18 Call back

18.1 Call back occurs when a maintenance employee is recalled to work overtime after leaving the employer's premises, whether notified before or after leaving the premises, but does not include where an employee is notified and works overtime in accordance with the overtime provisions of this Agreement.

18.2 Minimum payment for a call back

(a) The minimum payment for each time the employee is recalled is as follows:

- (i) four hours at the appropriate overtime rate;
- (ii) if the call back is for a period of between four and six hours, six hours at the appropriate overtime rate; or
- (iii) if the call back is for a period of more than six hours, the minimum payment is for a full shift at the appropriate overtime rate. If the job for which the employee was recalled to perform is completed within a shorter period, the employee will not be required to work the full shift, except in the case of unforeseen circumstances arising.

(b) For the purposes of calculating an employee's payment when recalled, an employee will be paid from the time the employee leaves home until the time they return home.

(c) Rest periods

An employee must have a 10 hour rest period after each call back before 5.00am unless:

- (i) it is customary for an employee to return to their employer's premises to perform a specific job outside their reasonable working hours; or
- (ii) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

19 Double header

19.1 Double header is where a shiftwork employee works two consecutive shifts. A double header may only be worked where there is no suitable relief available.

19.2 An employee may only work a double header following a day shift.

19.3 Double header eligibility

- (a) An employee who has worked overtime prior to the commencement of a shift may elect not to work a double header.
- (b) An employee may only be required to work two double headers a week.
- (c) An employee must not work double headers on consecutive days.

19.4 Payment for double headers

- (a) Double headers will be paid as follows:
 - (i) Monday to Friday, the ordinary hourly rate and the rate appropriate to the additional shift worked; and
 - (ii) Saturdays, Sundays and public holidays, half the ordinary hourly rate and the rate appropriate to the additional shift worked.
- (b) Where employees work a second double header in a week, they can elect to be paid the rate appropriate to the additional shift worked and accrue a day of paid leave.

19.5 Meal breaks and allowances

- (a) An employee who works a double header will be entitled to a paid meal break of one hour to be taken immediately following the conclusion of the first shift. The meal break will be paid as time worked. An employee who is unable to take a meal break will be paid an additional three hours at the ordinary hourly rate of pay.
- (b) An employee who works a double header will be paid a meal allowance as prescribed by clause 16.13.

19.6 Additional conditions

- (a) Where confirmation of a requirement to work a double header has been given such requirement cannot be cancelled without payment for the double header as though worked.
- (b) No employee will be required to work a double header against the employee's will if there is another suitably skilled employee available in the appropriate classification who is willing to work the double header.
- (c) Unless otherwise agreed by the employer and the employees, no employee will be required to work any further overtime following the double header.

Part 6—Leave and Public Holidays

20 Annual leave

20.1 Annual leave is provided for in the NES. The following provisions supplement Division 6 of the NES.

20.2 Annual leave loading

(a) Non-shiftworkers

Employees who would have worked on day work only had they not been on annual leave will receive a 27.5% annual leave loading in addition to their ordinary time earnings.

(b) Shiftworkers

Employees who would have worked on shiftwork had they not been on annual leave will receive a 27.5% annual leave loading in addition to their ordinary time earnings or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

20.3 Shiftworkers

For the purpose of Division 6 of the NES a shiftworker is an employee who is available to work on any shift Monday to Sunday and who actually attends for work as required from time to time on both Saturday and Sunday.

20.4 Annual leave may be taken in separate periods

Unless otherwise agreed between the employer and the employee, an employee may elect to take annual leave in three separate periods each of at least one week's duration if agreed by the employer.

20.5 Public holidays falling during annual leave

(a) If a public holiday falls during an employee's annual leave, and is on a day which the employee would otherwise have worked as ordinary time, then:

- (i) an extra day should be added to the employee's annual leave; or
- (ii) an extra day may be taken separately at a mutually agreed time within the following 12 months.

(b) The employee will not receive the extra day instead of the public holiday unless:

- (i) the employee is available to start work at the next rostered shift on the first working day after their annual leave ends; or
- (ii) the employee has reasonable cause for not being available.

20.6 Cashing out annual leave

(a) The employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave, provided that the agreement does not result in the employee's remaining accrued entitlements to paid annual leave being less than four weeks; and

(b) Each agreement to cash out a particular amount of paid annual leave must be a separate agreement in writing; and

(c) The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the paid annual leave that the employee has foregone.

20.7 Pay rises occurring during a period of leave

In the event that a pay increase commences during an employee's annual leave, the employee is entitled to be paid the additional entitlement for the period of the annual leave occurring on or after the date of the increase at the new rate plus the loading.

21 Personal/carer's leave and compassionate leave

21.1 Personal/carer's leave and compassionate leave are provided for in the NES.

21.2 Payment for accrued personal/carer's leave on retirement

Where an employee:

- (a) dies, retires, is made redundant or resigns their employment after 10 years' service; or
- (b) is accepted by their superannuation fund as totally or permanently disabled;

the employee (or in the case of death, the employee's personal legal representative) will be paid an amount equivalent to the employee's unused accumulated sick leave entitlement at the ordinary hourly rate of pay.

21.3 Payment for excess accrued sick leave

- (a) Where an employee has accumulated as at 1 July of any year more than 28 days unused sick leave, the employee may elect to receive an amount equivalent to all or part of the accumulated sick leave in excess of 28 days at the ordinary hourly rate of pay instead of actual leave.
- (b) Each agreement to cash out a particular amount of personal/carer's leave must be a separate agreement in writing.

21.4 Evidence requirements

- (a) The employee will, if required by the employer, establish by the production of a statutory declaration, that the employee was unable to work because of injury or personal illness.
- (b) In the case where the period of absence is extensive or where the employee failed to report for duty in circumstances where, in the employer's opinion, a requirement for confirmation for the reason for the absence is justified, the employer may require the employee to produce a legally qualified medical practitioner's certificate that the employee was unable, in the medical practitioner's opinion, to attend for work through personal illness or injury.

22 Community service leave

Community service leave is provided for in the NES.

23 Public holidays

23.1 Public holidays are provided for in the NES.

23.2 Where an employee works on a public holiday the time worked will be paid at the rate of double time and a half of the ordinary hourly rate provided that where an employee works the night shift they will be paid at the rate of three times the ordinary hourly rate.

23.3 An employee who performs work on Christmas Day, Good Friday, Anzac Day or Labour Day (as gazetted or proclaimed), in addition to the payments prescribed by this clause, will accrue an additional day's leave which will be taken at a time agreed between the employee and the employer or taken consecutively with annual leave.

23.4 Rostered day off for a shiftworker on a public holiday
A shiftworker who is rostered off on the day on which a holiday prescribed by this clause falls will be paid at the ordinary hourly rate for the holiday in addition to the ordinary weekly wage.

23.5 Day instead of holiday for seven-day continuous shiftworkers
Tradespersons who are seven-day continuous shiftworkers will accrue a day instead of a holiday to be taken by mutual agreement between the employer and employee in respect of any shift worked on a holiday.

24 Long service leave

24.1 An employee shall be entitled to long service leave in accordance with the provisions of the Industrial Relations Act 2016 (Qld).

24.2 Long service leave to which an employee is entitled shall be paid at the employees ordinary hourly rate of pay as defined in clause 3.1. Where an employee has a current entitlement to long service leave pursuant to the Industrial Relations Act 2016 (Qld), an agreement may be made in writing whereby the employee may be paid for all or part of the employee's entitlement to long service leave in lieu of the employee taking all or part of the long service leave entitlement.

24.3 A loading of 27.5% is payable on ordinary hourly rate of pay as defined in clause 3.1. This loading is payable only where the relevant legislation does not recognise penalties and allowances as ordinary hour rate for the purposes of Long Service Leave payment.

25 Parental leave

25.1 Employees shall be entitled to parental leave in accordance with the NES and any other applicable legislation.

26 Leave for attendance at repatriation centres

26.1 An employee, being ex-service personnel, will be allowed, as time worked, lost time incurred while attending repatriation centres for medical examination and or treatment, provided that:

- (a) such lost time does not exceed four hours; and
- (b) an employee produces evidence, satisfactory to the employer, that the employee is so required and/or does attend a repatriation centre.

27 Family and domestic violence leave

27.1 Family and domestic violence leave is provided for in the NES

28 Workplace Health and Safety

28.1 Each employee shall ensure that all work is performed in a safe and responsible manner.

28.2 An employee who is supplied with protective clothing, equipment or material is required to wear or use it in such a way as to achieve the purpose for which it is supplied.



28.3 An employee may from time to time be required to undertake a health or physical assessment to ensure the work requirements or the work environment will not adversely affect their well being.

29 Signatories to the Agreement

29.1 The Company

Signed for and on behalf of

Queensland Bulk Terminals Pty Ltd
ACN: 138 437 260

COMPANY	WITNESS
Signature: 	Signature: 
Name: Brett Tomlinson	Name: Michael Brieschke
Position: General Manager Terminal Operations	Position: Accountant
Address: 156 Colmslie Rd Murarrie Q 4172	Address: 156 Colmslie Rd Murarrie Q 4172
Date: 8/05/24	Date: 08/05/24

29.2 Maritime Union of Australia

Signed for and on behalf of

Maritime Union of Australia
93 047 659 794
ACN:

MARITIME UNION OF AUSTRALIA	WITNESS
Signature: 	Signature: 
Name: Warren Smith	Name: Camilla Mason
Position: Deputy National Secretary	Position: Paralegal
Address: 365-375 Sussex Street Sydney NSW 2000	Address: 365-375 Sussex Street Sydney
Date: 9 May 2024	Date: 9 May 2024

Queensland Bulk Terminals Skill Matrix

Note: In all cases QBT can defer both internal and external training to match business needs, however this will not restrict employee progression through the levels:

LEVEL 1 Casual Employee	less than 12 months continuous service and able to complete all duties as assigned.
LEVEL 2 QBT Employee	QBT Employee, 0-3 months service Employee is able to complete all duties as assigned, consistent with experience.
LEVEL 3 Operator	Level 2 plus Approved competency sign off in 3 of the following areas Tallow, Containers, Sample, Receiving, or Grain Shipping and MSIC Accreditation (or equivalent as varied from time to time by government regulation)
LEVEL 4 Operator	Level 3 plus Operations related administrative duties and Ship Loader operation and Confined Space Training and Working at Heights Training and Data entry Competency (to be developed)
LEVEL 5 Leading Hand / Relief Leading Hand	- Payable when a level 4 covers a Leader role when required by QBT supervisor or - Applies to a leading hand operating in the Level 6 role but who is not achieving the desired performance level or - is in that role as a development step for future career growth.
LEVEL 6 Senior Leading Hand	Job requirements to be formalised, however the intent is to cover current L/H activities.

	Appointment and continuation of the appointment subject to Performance Management reviews and competency assessment.
LEVEL 7	No need identified, QBT see this is Supervisor Role.