

QUEENSLAND BULK HANDLING ENTERPRISE AGREEMENT 2024

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1. TITLE

This Agreement shall be known as the Queensland Bulk Handling Enterprise Agreement 2024. ("**Agreement**").

2. COVERAGE

This Agreement shall cover:

- Queensland Bulk Handling Pty Ltd, ACN 010 284 509 ("**QBH**"); and
- Employees of QBH who are employed at the QBH operations as Logistics Operators or Maintainer Operators ("Employee/s").

3. COMPREHENSIVE AGREEMENT

This Agreement will override and replace in its entirety the *Coal Export Terminal Award 2020* and all other awards, and previous agreements that may have otherwise applied.

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

4. COMMENCEMENT AND NOMINAL EXPIRY

This Agreement will commence seven days after it has been approved by the Fair Work Commission ("**FWC**") and will nominally expire 4 years after approval.

Total Salary outlined in Clause 7 including any applicable allowances, will be effective as of 1 January 2024, paid seven days after it has been approved by the Fair Work Commission. Any entitlement to backpay of Total Salary under this Agreement will only apply to Employees who are employed as of the commencement date of this Agreement.

Negotiation for a replacement agreement may commence six months prior to the nominal expiry date of this Agreement.

5. FLEXIBILITY

QBH and an Employee may agree in writing to vary the effect of one or more of the terms of this Agreement in accordance with this clause, in order to meet the genuine needs of the Employee and QBH. Such an agreement shall be known as an Individual Flexibility Agreement ("**IFA**").

An IFA may vary the effect of any or all the terms of this Agreement, as it applies to QBH and the Employee, party to the IFA.

QBH will ensure that any IFA:

- will be about matters that are permitted matters in an enterprise agreement made under the *Fair Work Act 2009 (Cth)* ("**Act**").
- will not include a term that would be an unlawful term in an enterprise agreement made under the Act; and
- must be genuinely agreed to by QBH and the Employee.

QBH will ensure that any IFA will result in the Employee being better off overall than the Employee would have been if no IFA were agreed to.

QBH will ensure that any IFA is able to be terminated:

- by either the Employee or QBH giving written notice of not more than 28 days;
- by the Employee and QBH agreeing in writing to the termination at any time.

QBH will ensure that:

- any IFA must be in writing and signed:
 - by the Employee and QBH; and
 - if the Employee is under 18, by a parent or guardian of the Employee; and
- A copy of the IFA is given to the Employee within 14 days after it is agreed to.

6. CONTRACT OF EMPLOYMENT

6.1 ROLE

An Employee shall be employed as either a Logistics Operator or a Maintainer Operator. All Employees will be assigned to one of the following classifications:

- Logistics Operator - Commencement Level
- Logistics Operator - Competent Level
- Maintainer Operator - Commencement level
- Maintainer Operator - Competent Level

For Employees assigned to the Commencement Level, progression to the Competent Level will occur at the discretion of QBH no later than six months from an employee's commencement date. During this initial period Employees will participate in a formal review of progress no later than 3 months after their commencement date.

Logistics Operators and Maintainer Operators can be employed on a full time, part time (including job share), fixed term, fixed task or casual basis.

6.1.1 FULL-TIME EMPLOYMENT

A full-time Employee is an Employee who is employed to work an average of 35 ordinary hours per week.

6.1.2 FIXED TERM OR FIXED TASK

An Employee may be engaged on a temporary basis subject to operational needs and efficiency. A fixed term or fixed task Employee is an Employee who is engaged to work for a specified period of time or for a specified task. An Employee engaged on a fixed term or fixed task basis will be paid a pro rata amount of the full-time rate for the roster worked.

An Employee engaged on a fixed term or fixed task basis will receive pro rata wages and leave entitlements based on the hours they work. An Employee engaged on a fixed term or fixed task basis will be entitled to payment for a public holiday providing that public holiday falls on a day on which that Employee would normally have worked, and such payment shall be made only for the hours that that Employee would normally have worked on that day had it not been a public holiday.

Fixed term or fixed task Employees will not be entitled to a redundancy payment on completion of their fixed term or fixed task assignment.

6.1.3 PART-TIME EMPLOYMENT

A part-time Employee is an Employee who is engaged to work an average of less than 35 ordinary hours per week

An Employee engaged on a part-time basis will receive pro rata wages and leave entitlements based on the hours they work. An Employee engaged on a part-time basis will be entitled to payment for a public holiday (in accordance with the NES) provided that public holiday falls on a day on which that Employee would normally have worked, and such payment shall be made only for the hours that that Employee would normally have worked on that day had it not been a public holiday.

6.1.4 JOB SHARING

QBH may agree at its discretion that job sharing arrangement(s) be made available to Employees who wish to share one full-time job. When offering or considering a request to job share, QBH will take into account the operational requirements of the work area and the reasons for the applicant's request.

Employees wishing to Job share will sign a job share agreement prior to commencing job sharing. This agreement will contain information related to the duration of the job sharing arrangement, nature of the work, notice period required, Employee and QBH's obligations, and other matters as agreed. The agreement will be reviewed annually by QBH and the Employees concerned.

Where one Employee in a job share arrangement resigns from employment, QBH will review the agreement. For the Job share arrangement to continue, another Employee in the same classification will need to be found, prior to the departure of the resigning Employee, to fill the shared job. Where no suitable Employee agrees to assume the Job share arrangement, the other Employee will be required to perform the full job.

All terms and conditions, including all entitled leave accruals, for Employees sharing a job will be in direct proportion to the number of hours each Employee works of the total rostered hours for that position.

Long Service Leave entitlements accrued prior to an Employee moving to a job sharing arrangement will be preserved.

Existing full-time Employees who elect to Job share and subsequently wish to revert to full-time employment will be provided the opportunity to do so, subject to current vacancies and operational requirements.

6.1.5 CASUALS

A Casual Employee is one engaged and paid as such, in accordance with the Act. A casual Employee is employed by the hour and will be paid in accordance with **Appendix B** which includes a 25% loading which is in recognition of there being no entitlement to public holidays (unless worked) or any form of paid leave except Long Service Leave which is available for casual Employees who have been employed for more than 12 months and where there is a pattern to their employment.

6.2 DUTIES

Employees are required to diligently carry out any work, or participate in any activities, as reasonably directed by QBH from time to time or as reasonably required by their role, within their skills, competence and training, where required. Employees may also be required to acquire new skills and undertake training as necessary to meet the needs of the business. Employees may be required to train others as directed.

6.3 NON-ATTENDANCE OR REFUSAL OF DUTY

QBH has the right to withhold payment to an Employee in the event that they are absent from work without authorisation or they unreasonably fail, or refuse, to perform work, or participate in any work related activities as required. Non-payment will be limited to the period of non-attendance, failure or refusal to perform work or participate in work related activities.

6.4 STAND DOWN OF EMPLOYEES

QBH has the right to stand Employees down without pay if they cannot be usefully employed because of extraordinary circumstances affecting the business (including but not limited to fire, flood, break down of machinery or lack of supply) that has lasted for more than 7 consecutive working days. Employees will not be stood down unnecessarily.

If the above circumstances occur, Employees may choose to use their Annual Leave entitlement for some or all of the period.

6.5 LOCATION OF EMPLOYMENT

An Employee's employment will normally be based at the Port of Brisbane operations. However, Employees acknowledge and agree that they may be required to perform their duties, mainly for training purposes, at different locations as directed by QBH from time to time. Where an Employee is required to perform their duties at a different location, as much notification as possible will be given in these circumstances.

The start location for all Employees is at the QBH operations at the Port of Brisbane. If required to work at another location, other than a QBH operation, any cost and time of travel in excess of an Employee's normal travel time to work will be borne by QBH. Should an Employee be required to stay away from home, meals and accommodation costs will be borne by QBH.

6.6 TOOLING

Trade Employees are required to supply normal hand tools appropriate to their trade qualification and duties on site. QBH will supply and maintain any other major tooling that is specific to work required to be undertaken at the QBH operations. On a case by case basis, damaged or lost personal tooling will be replaced at the expense of QBH if approved by the Maintenance Superintendent.

6.7 LICENCES

QBH will reimburse the cost of the following licenses or renewals If QBH requires the Employee to hold the license:

- Electrical Workers Licenses
- High Risk Licenses

7. REMUNERATION

7.1 TOTAL SALARY

Full Time Employees will be paid a **Total Salary**. The Total Salary for the roster currently worked at QBH (see Appendix A for the pattern of the roster which includes two training and communication days per annum) is detailed below. The training and communication days will be set in January each year for the following 12 month period. These days will generally be held in the months of February and August.

For the purposes of this Agreement, the following definitions apply:

Total Salary

Compensates for all wages, overtime, penalty rates, allowances/ disabilities that may have otherwise applied under an Award or agreement for the hours worked under the roster with the exception of Public Holidays worked.

Roster Cycle

Means the period over which the roster repeats.

Rostered hours

Means the ordinary hours and rostered overtime hours per shift required to be worked.

LOGISTICS OPERATOR - COMMENCEMENT

Roster	Total Salary
Average of 43.46 hours per week (averaged over the roster cycle) including rotating day and night shifts and Including regular weekend work plus 2 mandatory 8 hour training and development days per annum (1 per half year)	\$120,555.27

LOGISTICS OPERATOR - COMPETENT

Roster	Total Salary
Average of 43.46 hours per week (averaged over the roster cycle) Including rotating day and night shifts and Including regular weekend work plus 2 mandatory 8 hour training and development days per annum (1 per half year]	\$132,007.94

MAINTAINER OPERATOR - COMMENCEMENT

Roster	Total Salary
Average of 43.46 hours per week (averaged over the roster cycle) including rotating day and night shifts and Including regular weekend work plus 2 mandatory 8 hour training and development days per annum (1 per half year)	\$130,472.04

MAINTAINER OPERATOR - COMPETENT

Roster	Total Salary
Average of 43.46 hours per week (averaged over the roster cycle) Including rotating day and night shifts and Including regular weekend work plus 2 mandatory 8 hour training and development days per annum (1 per half year)	\$142,866.17

The Total Salary will not be reduced over the life of this Agreement while working the roster outlined in **Appendix A**.

Rosters other than those shown in **Appendix A** may be implemented under this Agreement in accordance with Clause 9.1. Where a new roster is introduced, the Total Salary paid to an Employee for working the new roster will be greater than the amount what would have been payable to the Employee, for working the new roster, if the applicable modern award applied to them (instead of this Agreement).

For the purpose of rosters that currently exist or may be implemented in the future, a day means a twenty-four hour period, commencing from the start time of the first shift for that roster in each week.

The hours of part-time Employees are the hours they are engaged to perform under clause 6.1.3 as a proportion of the pattern of hours worked by Full-Time Employees (currently as set out at Appendix A). For working these hours, part-time Employees will be paid a pro-rata amount of the full-time Total Salary rate applicable to their role, based on the hours that they work.

The above listed Total Salaries do not apply to casuals. The wage rates for Casual Employees are listed in **Appendix B**.

7.2 PAYMENT FOR NON-ROSTERED HOURS

If a full-time Employee is required to work additional hours over and above their rostered hours (non-rostered overtime), they will receive a payment for each additional hour as follows:

Classification	Dayshift Non Rostered Hours	Nightshift Non Rostered Hours	Public Holiday Non-Rostered Hours
Logistics Operator- Commencement	\$64.42	\$73.62	\$ 92.03
Logistics Operator- Competent	\$70.54	\$80.61	\$100.77
Maintainer Operator - Commencement	\$69.72	\$79.68	\$ 99.60
Maintainer Operator - Competent	\$76.34	\$87.25	\$109.06

7.3 PAYMENT FOR RELIEVING AS SUPERVISOR (NOT PERMANENTLY APPOINTED)

Where an Employee is required to work as a step-up Supervisor for a minimum of one full shift, they will receive an additional \$89.08 per full shift worked in this role. No pro-rata payments for part shifts will be paid.

7.4 SUPERANNUATION

QBH will pay a percentage of an Employee's Total Salary as per applicable superannuation legislation into an Employee's stapled fund, or if an Employee does not have a chosen or stapled fund, then contributions will be paid into QBH's default fund (in accordance with applicable legislation). Any monies sacrificed into superannuation will be deducted from the Employee's Total Salary.

7.5 SALARY PACKAGING

An Employee may reduce the cash they receive as Total Salary by entering into salary packaging arrangements by agreement with QBH. Items that can be packaged will be as agreed between QBH and the Employee. items packaged will be deducted from the Employee's Total Salary (Clause 7.1).

QBH will only enter into a salary packaging arrangement with an Employee, if the salary sacrificed

amount and the residual wages combined are not less than the amount that would be paid to the Employee if a modern award applied to them.

7.6 METHOD OF PAYMENT

Employees will be paid on a weekly basis one week in arrears by each Friday.

If Employees become aware of errors in their payments, they are required to notify their supervisor as soon as is practicable. Any under payments will be rectified as soon as possible. An Employee consents to QBH deducting any overpayments from their Total Salary in a reasonable timeframe as agreed with the Port Operations Manager and the Employee. Monies owing to QBH on termination of employment will only be deducted from the Employee's final pay to the extent such deductions are permitted under the Act.

8. REMUNERATION REVIEWS

The following increases apply to all remuneration figures contained within Clauses 7.1, 7.2, 7.3 and Appendix B of this Agreement and will take effect from the first full pay period following the dates below:

1 January 2025	4%
1 January 2026	4%
1 January 2027	4%

9. HOURS OF WORK

9.1 ROSTERS

QBH may carry out its operations 24 hours per day, 7 days per week, in shift lengths of up to 12 hours duration plus shift changeover time as required.

QBH may change an Employee's roster, their position, place on a roster and/or their shift start and finish times and, should that occur, QBH will discuss the matter with them and provide them with at least seven days' notice of any such change.

QBH may implement new rosters and, in the event that a new roster is implemented, QBH will discuss the matter with the employee and, if requested, employees may be represented. Affected employees will be provided with at least twenty-eight days' notice of any permanent roster change.

Employees agree to work their rostered hours.

9.2 CANCELLATION OF NON-ROSTERED HOURS

QBH must provide a minimum of four (4) hours' notice if it no longer requires a Full-time or Part-time Employee to work, in whole or in part, a non-rostered shift that the employee has previously been requested to work.

If a Full-time or Part-time Employee is provided less than four (4) hours' notice of the cancellation, in whole or in part, of a non-rostered shift:

- the Employee will be paid for a minimum four (4) hours' work at the applicable Non-Rostered Hours rate; or
- the Employee may refuse to work the shift but will not be entitled to a minimum payment.

9.3 CALL OUTS

Operational requirements may involve an Employee being called out and asked to attend for work. Employees will be paid at the non-rostered hourly rate for all hours worked during a call out, with a minimum payment of 4 hours.

An Employee will not lose pay if, due to performing their call out duties, they are directed not to attend at the commencement of their next shift due to the need for a 10 hour break.

10. ANNUAL LEAVE

For the purposes of this Agreement, and for the purposes of the NES, a shift worker is an Employee who:

- is a 7 day roster Employee, or
- works a roster which requires ordinary shifts on public holidays, and not less than 272 ordinary hours per year on Sundays

Full Time Employees are entitled to four weeks Annual Leave per annum (140 hours) or five weeks Annual Leave per annum (175 hours) if they are a shift worker. For the purposes of the roster currently worked at QBH and as outlined in Appendix A, Employees shall be entitled to 175 hours Annual Leave.

The Annual Leave entitlements of each Employee will be no less than their minimum entitlement under the NES.

Part Time Employees shall accrue pro-rata Annual Leave entitlements.

Casual Employees are paid a casual loading and therefore are not entitled to accrue or take paid Annual Leave.

10.1 TAKING OF ANNUAL LEAVE

Any Annual Leave taken will be deducted from an Employee's Annual Leave entitlement at the ordinary hours' rate (10 hours per day when working the roster contained in Appendix A).

Unless otherwise agreed, an Employee is required to give four weeks' notice of their intention to take leave by making an application using the authorised system. An Employee requires the approval of QBH before commencing on leave.

QBH may direct an Employee to take Annual Leave by giving to them eight weeks' notice in writing. Any direction to take leave will be based on leave accruals greater than two years' accrued entitlement.

Annual Leave will be exclusive of any public holiday falling during the period of Leave.

10.2 PAYMENT FOR ANNUAL LEAVE

Employees will be paid at their Total Salary rate for any period of accrued Annual Leave taken during their employment or paid upon termination of their employment.

11. LONG SERVICE LEAVE

Employees will be entitled to Long Service Leave of 8.6667 weeks after 10 years of continuous service, Long Service Leave will continue to accrue at the rate of 0.86667 weeks per year of continuous service after ten years. Employees may take Long Service Leave up to their accrual at any time once 10 years of continuous service has been reached. On termination, pro-rata long service leave will be paid after seven years of continuous service has been reached.

Long Service Leave taken during service or paid on termination will be paid at the Employee's Total Salary rate.

The taking of Long Service Leave will be subject to approval by QBH. Long service leave will be exclusive of any public holiday falling during the period of leave.

For casual Employees, the amount of Long Service Leave they become entitled to will depend on the pattern of their employment over the qualifying period and will be paid based on their average weekly wage for the preceding year.

12. PERSONAL/CARER'S LEAVE

Full Time Employees are entitled to 10 days Personal/Carer's Leave per annum. Part Time Employees will receive a pro-rata entitlement based on their hours of work.

Personal/Carer's Leave will accrue progressively during a year of service (other than periods of employment as a Casual Employee), according to the Employee's ordinary hours of work, and will accumulate from year to year.

Casual Employees are paid casual loading and are therefore not entitled to accrue or take paid Personal/Carer's Leave.

An Employee will be entitled to take Personal/Carer's Leave if they are unable to perform their duties because of personal illness or injury, where they are required to care or provide support for a member of their immediate family or household (as described in the Act) because of their personal illness, injury or an unexpected emergency affecting that person or in any other circumstances provided for in the NES.

The Personal/Carer's Leave entitlements of each Employee will be no less than their minimum entitlement under the NES.

12.1 TAKING OF PERSONAL LEAVE

An Employee is required to notify their supervisor as soon as reasonably practicable when they will be absent on Sick or Carer's Leave. An Employee will be required to provide to QBH a medical certificate or statutory declaration supporting any absence on Personal Leave for a duration of two days or greater, or Personal Leave either side of a public holiday or Annual Leave. An Employee's supervisor may also require them to provide a medical certificate or statutory declaration for periods of Personal Leave less than two days.

Personal Leave will be deducted at the ordinary hours per day (currently 10 ordinary hours for the roster outlined in Appendix A).

Unpaid Carer's Leave may be taken for up to 2 days for each permissible occasion, or by agreement with the General Manager for periods greater than two days. Paid leave must be taken if accruals are available.

12.2 PAYMENT FOR PERSONAL LEAVE

Payment for Personal Leave approved by QBH will be at an Employee's Total Salary rate for the rostered hours taken as Personal Leave. An Employee will not be entitled to any payment of their accrued untaken Personal Leave entitlements on termination of their employment.

13 COMPASSIONATE LEAVE

Employees are entitled to two days paid Compassionate Leave on each occasion (in addition to the balance of the shift on which they are notified) where:

- there is a serious threat to the life of, or upon the death of, an immediate family member or a member of the Employee's household;
- a child is stillborn in circumstances where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- the Employee, or the Employee's current spouse or current de facto partner, has a miscarriage (unless the miscarriage results in a stillborn child).

An Employee is required to let their supervisor know as soon as possible when they realise they will be unable to attend work. Payment will be at their Total Salary rate.

Casual Employees shall not be entitled to paid Compassionate Leave.

The use of the terms 'immediate family member' and 'member of the Employee's household' in this clause are references to those terms as defined in the Act.

14 PARENTAL LEAVE

Employees are entitled to Parental Leave in accordance with the Act.

15 COMMUNITY SERVICE LEAVE AND JURY DUTY

Attending for Jury Duty during a normal rostered day will be paid at the Total Salary rate with the Employee required to pay to QBH the amount paid by the court to the Employee. Where an Employee is required to attend for jury duty on a day not rostered to work, the Employee shall keep any payment made by the court.

Employees are also entitled to Community Service Leave in accordance with the Act.

16 FAMILY AND DOMESTIC VIOLENCE LEAVE

An Employee is entitled to 10 days paid leave in each 12-month period to deal with family and domestic violence. Leave under this clause will be paid at the employee's Total Salary rate and taken in accordance with the NES.

17 PUBLIC HOLIDAYS

If any Employee attends for work on any Queensland gazetted public holiday applicable to the Brisbane locality for which they are not rostered to work, they will receive payment for the public holiday in accordance with Clause 7.2.

For Employees rostered to work public holidays, in accordance with the NES, Christmas Day shall be recognized to be 25 December and Employees shall not be rostered to work on this day (so far as this is compliant with the NES). Any other days gazetted to be the Christmas Day public holiday will be regarded as an ordinary working day for such Employees.

For the purposes of this Agreement, each public holiday (with the exception of any gazetted part public holiday) commences at the start of the day shift that falls on the public holiday and continues for a period of 24 hours. Any gazetted part public holiday will commence and finish at the gazetted time, it will not be treated as a 24 hour period. The current gazetted part public holiday is Christmas Eve which starts at 6:00pm and ends at midnight.

QBH will make best endeavors, where operational circumstances allow, to shutdown the operations at a reasonable hour on the Christmas Eve night shift. Where non-essential Employees are not required to attend for this shift they may take approved Annual Leave.

If an Employee's roster includes work on public holidays, and the Employee works on those days (in accordance with the NES) they will be paid the Public Holiday Allowance for working on those public holidays in accordance with their roster, as outlined below:

Classification	Public Holiday Allowance (hourly)
Logistics Operator - Commencement	\$49.13
Logistics Operator - Competent	\$53.79
Maintainer Operator - Commencement	\$53.17
Maintainer Operator - Competent	\$58.22

The Public Holiday Allowance is paid in addition to the Employees Total Salary under Clause 7.

Requests to work (from the Employer) and requests not to work (from the Employee) public holidays will be dealt with as per the provisions of s114 of the Act.

Where a Casual Employee is required to work a public holiday, they shall be paid the public holiday rate as outlined in Appendix B.

18 MEAL BREAKS AND REST PAUSES

Paid meal breaks of half an hour's duration will be taken for every five hours worked. No additional payments will be made for late meal breaks.

Employees shall be entitled to two rest pauses of ten minutes duration each which may be amalgamated into one twenty minute rest pause with the approval of the Employee's Supervisor. Rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

19 CASUAL CONVERSION REQUESTS

The provisions of the NES relating to casual conversion apply to Casual Employees employed under this Agreement.

20 CONSULTATION

Model consultation term

1. This term applies if the employer:
 - a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (1) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (2) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (3) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative,

- (4) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion-provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (5) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (6) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (7) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (8) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work.

- (9) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (10) The relevant employees may appoint a representative for the purposes of the procedures in this term. If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 - (c) the employer must recognise the representative.
- (11) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion-provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change to the employees; and
 - (iii) Information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (12) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (13) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (14) In this term, relevant employees means the employees who may be affected by a change referred to in subclause (1).

21 REDUNDANCY

Redundancy is when an Employee's employment is terminated at QBH's initiative because QBH no longer requires the role being done by the employee to be done by anyone except where this is due to the ordinary and customary turnover of labour.

21.1 OBJECTIVE

- (i) Where there is a major workplace change QBH will make Employees aware of organisational changes and restructures that are likely to result in redundancies and will determine its

operational requirements and the number of Employees it requires in the affected areas. QBH is not required to disclose confidential or commercially sensitive Information to the relevant Employee or their representatives.

- (ii) QBH will consider and investigate minimising the impact on the permanent Employees, including the removal of, Contractors and a review of the use of Casual employees from affected areas of work where the work could effectively be performed by QBH Employees. This consideration will be dependent on business requirements and contractual arrangements.
- (iii) QBH will outline redundancy entitlements to employees whose employment will be terminated as a result of redundancy.
- (iv) Prior to positions becoming redundant, QBH will consider and investigate options to maintain the employment of affected employees. This will be achieved through redeployment where reasonably practicable. Employees identified as redundant, will generally be given preference of employment in any vacant or new positions within the New Hope Group provided they have the necessary abilities, skills and experience for appointment to these positions.
- (v) Where redeployment or retraining is not practical, a voluntary redundancy process will be offered to Employees prior to identifying Employees who may be impacted by a forced redundancy. Where voluntary redundancy is offered, QBH will have regard to its business requirements to maintain an appropriate mix of skills and competencies. Voluntary redundancies may be considered and approved subject to business requirements and the decision to accept a voluntary redundancy will be at the sole discretion of QBH.

21.2 RECOGNITION OF PRIOR SERVICE

For the purposes of this clause, "**Continuous Service**" means all continuous non-interrupted years of service that a full time permanent Employee has had with QBH and/or Bulk Terminal Services or any other former or current employer company of QBH's parent company, and any other company within the New Hope Group of companies **{Group Company}** or any company that was previously within that group that has not previously been recognised.

21.3 ENTITLEMENT TO REDUNDANCY PAYMENT

Subject to Clause 21.4, if an Employee's employment is terminated as a result of their position being made redundant, they will be entitled to a severance payment. Should an Employee complete one year of service but not reach two years of completed service they shall receive 4 weeks Total Salary. Employees with two or more completed years of service shall receive, three weeks for each completed year of service paid at their Total Salary rate.

Casual Employees shall not be entitled to redundancy payments.

21.4 WHEN NO REDUNDANCY PAYMENT WILL BE MADE

An Employee will not be entitled to a redundancy payment where:

- they accept an offer of employment with any Group Company (QBH and/or its related entities) which recognises their period of continuous service with QBH; or
- they reject an offer of employment with any Group Company within Brisbane City Council boundaries for work which the Employee is competent to perform and is on no less favourable terms and conditions, on an overall basis, than the terms and conditions of employment applying to them under this Agreement, and where their period of continuous service is

recognised as continuous service with the Group Company; or

- they reject an offer of employment from a new employer (other than New Hope Group Company) which is made as a result of a transmission of QBH's business or part of its business. Such offer of employment by a new employer is to be on no less favourable terms and conditions, on an overall basis, than the terms and conditions of employment applying to them under this Agreement and the new employer recognises the employee's continuous service.

For the avoidance of doubt, Employees will be entitled to redundancy payments in all circumstances provided for in the NES.

22 CONFIDENTIALITY

Employees agree to treat as confidential all information relating to QBH, its related companies and any customer or supplier of QBH and its related companies. Employees agree not to use or disclose to anyone such information except in the proper performance of their duties, as required by law, or with QBH's written consent. These obligations of confidentiality will continue to apply after termination of their employment with QBH.

Nothing in this clause will require Employees to keep confidential information which is in the public domain other than by a breach of an obligation of confidentiality or to the extent that they are required by law to disclose it.

23 DISPUTE RESOLUTION

If a dispute relates to;

- a matter arising under the Agreement; or
the National Employment Standards;

this clause sets out procedures to settle the dispute.

Either party to the dispute may appoint a representative for the purposes of the procedures in this clause.

Employees must firstly discuss the matter with their supervisor, however if the matter cannot be resolved they are to discuss it with their relevant superintendent. If the matter still remains unresolved, they are to discuss it with the General Manager.

Should the dispute remain unresolved, either party may refer the matter to the FWC.

The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, or conciliation.

In conciliating a dispute, the Fair Work Commission may use any or all of its powers in relation to conciliation including: conducting a conference of the parties, and expressing an opinion or making a recommendation about a matter in dispute. The parties may further agree to be bound by that opinion or recommendation expressed by the Fair Work Commission.

While the parties are trying to resolve the dispute using the procedures in this clause:

- an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

an Employee must comply with a direction given by QBH management to perform other available work at the QBH operations, or at another workplace, unless:

- the work is not safe; or
- applicable occupational health and safety legislation would not permit the work to be performed; or
- the work is not appropriate for the Employee to perform; or
- there are other reasonable grounds for the Employee to refuse to comply with the direction.

24 TERMINATION OF EMPLOYMENT

24.1 RESIGNATION

Employees may resign from their employment by giving QBH at least 2 weeks' notice (or less by agreement) in writing or by forfeiture of 2 weeks pay (or as agreed) at their Total Salary rate in lieu of notice. QBH may make a payment in lieu of notice of termination and release the obligation to work through the notice period.

Casual Employees may resign by advising the Logistics Superintendent or Maintenance Superintendent of their Intention to terminate their employment. No notice period is required to be given by casual Employees.

24.2 TERMINATION BY QBH

QBH may terminate an Employee's employment by giving them at least 4 weeks' notice or by making a payment instead of notice to them, or by giving them a combination of notice and payment in lieu. If an Employee is over 45 years of age and has completed at least 2 years of continuous service with QBH they will be entitled to one additional weeks' notice or payment in lieu.

There shall be no notice period under this Agreement for casual Employees.

24.3 TERMINATION FOR SERIOUS MISCONDUCT

Employees will not be entitled to notice, or any payment in lieu, in the event that their employment is terminated for serious misconduct. Serious misconduct includes, but is not limited to, theft, fraud, willful damage, assault or willful refusal to comply with a QBH lawful direction or anything further defined in the Act. A lawful process will occur before any termination is enacted.

24.4 RETURN OF PROPERTY


In the event of termination, an Employee must return all property belonging to QBH or any related company, which is in their possession or under their control before any final payment will be made to them (unless payment is required in accordance with the NES or the long service leave provisions of the IR Act).


25 No EXTRA CLAIMS

There will be no extra claims made by an Employee or QBH during the period of operation of this Agreement.

26 SIGNATURE OF PARTIES

We have read, understand and accept the terms and conditions of employment set out in this Agreement.

Signed for and on behalf of Queensland Bulk Handling Pty Ltd:	
Representative Name:	Michael Raff
Signature:	
Date:	21/03/2024
Address:	3 Bulk Terminals Drive, Port of Brisbane, 4172
Position (Authority to Sign):	Port Operations Manager

Signed for and on behalf of Employees by representative of the employee:	
Representative Name:	Mitch Hughes
Signature:	
Date:	20.03.24
Address:	61 Bowen Street, Spring Hill, Qld, 4000
Position (Authority to Sign):	District President

APPENDIX A

Example

CREW ROSTER	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T
Panel 1	D	D	D	D					N	N	N	N				
Panel 2	N	N	N	N					D	D	D	D				
Panel 3					D	D	D	D					N	N	N	N
Panel 4					N	N	N	N					D	D	D	D

This roster is an *even* time, 4 on 4 off roster, rotating days and nights.
 Each shift is 12 hours plus shift change *over*. Working on the above roster, day shift will begin at 6.10am and finish at 6.30pm. Night shift will begin at 6.10pm and finish at 6.30am.

Roster Details	
Hours per shift	12.34
Ordinary hours per shift	10
Ordinary hours per week	35
Shifts per week (average)	3.5
Shifts per year	182
Day shifts per year	91
Night shifts per year	91
Saturday shifts per year	26
Sunday Shifts per year	26
Public Holidays worked (averaged and also included in day and night shift numbers above)	5.625
Communication and Training days (8 hour) per year	2

APPENDIX B

CASUAL EMPLOYEES

In addition to QBH permanent labour requirements, QBH may utilise the services of casual Employees at its discretion. Casual Employees shall be governed by all clauses in this Agreement except Clauses 6.1.1, 6.1.2, 6.1.3, 7.2, 7.5, 10.2 and 12.2.

Casual Employees shall be entitled to the following remuneration for applicable hours worked with a minimum engagement of 4 hours:

Shift	Hourly Rate
Day Shift	\$60.46
Night Shift	\$70.54
Public Holiday	\$100.77

In addition to the above rates, casual Employees shall be entitled to superannuation in accordance with the relevant legislation and Clause 7.4.

If a Casual Employee is engaged for less than a full roster, the Company will ensure that the Employee's remuneration for any given pay period is greater than what would be paid to the Employee working that period if a modern award applied to them.

QBH must provide a minimum of four (4) hours' notice if it no longer requires a Casual Employee to work, in whole or in part, a non-rostered shift that the employee has previously been requested to work.

If a Casual Employee is provided less than four (4) hours' notice of the cancellation, in whole or in part, of a non-rostered shift:

- the Employee will be paid for a minimum four (4) hours' work at the applicable Non-Rostered Hours rate; or
- the Employee may refuse to work the shift, but will not be entitled to a minimum payment.

Casual Employees shall be paid weekly.