



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

RND Crewing Pty Ltd
(AG2023/998)

APPLICATION FOR APPROVAL OF THE RND CREWING PTY LTD AGREEMENT 2023

Dredging industry

COMMISSIONER JOHNS

MELBOURNE, 15 MAY 2023

Application for approval of the RND Crewing Pty Ltd Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *RND CREWING PTY LTD AGREEMENT 2023 (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by RND Crewing Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in **Annexure A**. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Construction, Forestry, Maritime, Mining and Energy Union and The Australian Institute of Marine and Power Engineers being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[1] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 May 2023. The nominal expiry date of the Agreement is 14 May 2027.



COMMISSIONER

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Annexure A

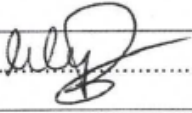
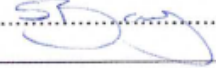
IN THE FAIR WORK COMMISSION *Fair Work Act 2009 (Cth) ("FW Act")*
Matter number: AG2023/998
Employer: RND Crewing Pty Ltd (Employer)
Application: Section 185 – Application for approval of a single enterprise agreement, namely the *RND Crewing Pty Ltd Agreement 2023 (Agreement)*
Authorised representative: Will Pryce
Area Manager – Australia and New Zealand

Undertakings - Section 190

For and on behalf of the Employer I, Will Pryce:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. acknowledge that the model flexibility term will be applied,
4. give the following undertaking/s with respect to the Agreement:
 - a. the dispute resolution clause of the Agreement (clause 28) will be applied to any dispute in relation to the National Employment Standards (NES);
 - b. with respect to the clause 8.3, employees deemed to have abandoned their employment will be afforded their minimum notice of termination per s.117(3) of the FW Act;
 - c. with respect to clause 26.2.2 of the Agreement, this is subject to a determination of the Fair Work Commission and section 120 of the FW Act and the NES;
 - d. with respect to Schedule 1 (Full-time employee rates), the Cook/Caterer's salary and the GPH, Deckhand, Greaser's salary will be \$158,208 and increase at a rate of 3% every year; and

- e. with respect to Schedule 1 (Casual employee – Day Rate), the Cook / Caterer's day rate and the GPH, Deckhand, Greaser's day rate will be \$855 and increase at a rate of 3% every year

Date signed:	11 May 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Will Pryce
Signature:	
Witness name:	Sue Bailey
Witness signature:	

Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

RND Crewing Pty Ltd Agreement 2023

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IT IS AGREED

1 TITLE

1.1 This agreement shall be known as the *RND Crewing Pty Ltd Agreement 2023*.

2 COMMENCEMENT DATE AND NOMINAL EXPIRY

- 2.1 As per the FW Act, 7 days after the Fair Work Commission makes a decision to approve this Agreement, the Agreement will come into effect.
- 2.2 The nominal expiry date of the Agreement will be four (4) years after the date of approval by the Fair Work Commission.
- 2.3 This Agreement will continue in operation after it's nominal expiry until terminated or replaced in accordance with the FW Act (or any successor Act).
- 2.4 This Agreement will be read and interpreted in conjunction with the NES. If an inconsistency arises between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3 DEFINITIONS

"Agreement" means this document.

"Base Hourly Rate of Pay" is calculated by dividing the applicable annual salary by 52 and then dividing again by 84.

"Casual Employee" means that as provided in clause 6.5, including any subclauses.

"Company" means RND Crewing Pty Ltd (ACN 620 554 038).

"Employee" means a person specified in clause 4.1.

"Even Time Roster" means an even working roster arrangement where the time working on duty is equal to the time not working off duty.

"Fit to Work" means a state of physical, mental and emotional health, which enables a person to perform their duties without endangering the health and safety of themselves or others as determined by RND Crewing in its sole discretion.

"Flag State" means the jurisdiction under whose laws the vessel is registered or licensed, and is deemed the nationality of the vessel. Under this Agreement RND Crewing vessels are Danish flagged.

"Full-Time Employee" means full-time Employees as provided in clause 6.2.1 and Maximum Term or Fixed Task Employees as provided in clause 6.4.

"FW Act" means the Fair Work Act 2009 (Cth).

"IFA" means individual flexible arrangement.

"NES" means National Employment Standards as set out in the FW ACT.

"Party" or **"Parties"** means RND Crewing Pty Ltd and the Employee(s) bound by this Agreement.

"Part-Time Employee" means part-time Employees as provided in clause 6.3

“Permanent Employee” means a Full-Time or a Part-Time Employee.

“SG ACT” means Superannuation Guarantee (Administration) Act 1992 (Cth).

“STCW” means The International Convention on Standards of Training, Certification and Watch-keeping for Seafarers, 1978.

“Working Day Rate” For full time Employees, means the rates set out in Schedule 1, divided by 365. For Casual Employees, the rate is inclusive of the 25% casual loading and in relation to Full-Time Employees all notional overtime and penalty rates that are applicable to the industry of RND Crewing.

“Working Environment” means any project, workplace or work-related process, whilst engaged by RND Crewing Pty Ltd at which the Employee ordinarily performs their duties as advised by RND Crewing at the commencement of their employment, or as modified by RND Crewing at its absolute discretion from time to time.

4 SCOPE & APPLICATION

4.1 This Agreement applies to:

- a) RND Crewing Pty Ltd (RND Crewing); and
- b) employees employed by RND Crewing in any of the classifications set out in Schedule 1 of this Agreement when engaged by RND Crewing.

4.2 The Agreement contains a statement of mutual rights and obligations applying to the Parties and is intended to cover all matters pertaining to wages and conditions of the Employees. Unless expressly stated otherwise in this Agreement, this Agreement shall operate to the exclusion of any other enterprise agreement or modern award that may have application to the Employees' employment now or in the future unless stated otherwise.

5 NO EXTRA CLAIMS

5.1 The Parties agree that for the life of this Agreement there will be no further claims made by one Party against another. This Agreement may, however, be varied at any time during the life of this Agreement in accordance with the FW Act.

6 TERMS AND CONDITIONS OF EMPLOYMENT

6.1 Basis of employment

6.1.1 The basis of employment will be specified in each Employee's contract of employment or as otherwise specified by RND Crewing at the commencement of their employment.

6.2 Full-Time Employees

6.2.1 Full-Time Employees are engaged based on working an average of 38 ordinary hours per week (plus reasonable additional hours) averaged over a period of up to 26 weeks.

6.3 Part-Time Employees

6.3.1 Part-Time Employees are employed based on working an average of less than 38 ordinary hours plus reasonable additional hours per week averaged over a period of up to 26 weeks.

6.4 Maximum-Term or Fixed Task Employees

6.4.1 Maximum-Term Employees may be engaged on a Full-Time or Part-Time basis for a specified period. Fixed Task Employees may be engaged for a specified task, or for the duration of a specified project.

6.4.2 However, at any time either Party may end the employment relationship by giving notice in accordance with the terms of this Agreement.

6.5 Casual Employees

6.5.1 Casual Employees are defined as an employee who is not engaged with a firm commitment in advance to continue an indefinite work pattern.

6.5.2 Casual Employees will be engaged from time to time when work is offered to them and are paid as such. Work may not be available each week or work cycle and RND Crewing provides no guarantee of on-going employment.

- 6.5.3 Casual Employees are paid a 25% loading instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits, public holiday entitlements and other attributes of permanent employment provided for in this Agreement. The 25% loading will not be paid for overtime hours worked.
- 6.5.4 On each occasion a Casual Employee is required to attend work, the employee is entitled to a minimum payment for 2 hours' work.
- 6.5.5 For Casual Employees, the contract of employment may be terminated by RND Crewing without notice.
- 6.6 Probationary Period**
- 6.6.1 On commencement of employment, Full-Time Employees will be subject to a probationary period of 6 months, during which time RND Crewing may evaluate their performance. The evaluation will take into account not only the actual performance of tasks but also their attitude to those tasks and persons associated with RND Crewing.
- 6.6.2 During the probationary period either RND Crewing or the Full-Time Employee may terminate the employment by giving 4 weeks' notice, or in the case of RND Crewing provide payment in lieu of notice.

7 EMPLOYEE DUTIES

- 7.1 Employees' general duties will include (but not limited to) the following:
- a) Comply with any lawful and reasonable instructions given in the course of employment. Employees engaged under this Agreement will be required to carry out duties that RND Crewing determines are reasonable and within their skills, training and experience.
 - b) Behave ethically and professionally at all times.
 - c) Arrive and remain Fit to Work during any period that the Employee is rostered to perform work whether onboard a vessel, onshore or whilst on standby to perform work whether onboard a vessel or onshore.
 - d) Maintain a safe and healthy work area to ensure safe and healthy work practices are applied at all times. Take responsibility for personal safety and that of other Employees.
 - e) Wear the correct and issued protective clothing, equipment and footwear when required.
 - f) Treat other Employees with fairness, equity and respect.
 - g) Raise any personal concerns or grievances with the Master or management.
 - h) If required by RND Crewing, always have a valid (current) first aid certificate whilst employed by RND Crewing. Employees must maintain currency of all qualifications, certificates, competencies, and statutory endorsements as required by the respective classification in which the Employee is engaged.
 - i) Certificates required by the Employee's classification must be issued and held in accordance with STCW, and endorsement must meet the requirements of the Flag State.
 - j) If applicable, whilst Employees are travelling, living on-board or at site accommodation (including after work hours) RND Crewing is being represented and it is expected that Employees will always behave ethically and professionally.

- k) If applicable, the employees are responsible for ensuring that the certificate for their position onboard is valid and to ensure that the original is onboard during service period.

8 TERMINATION

8.1 Termination by RND Crewing

- 8.1.1 Except as provided for in this clause, for Full-Time Employees following completion of the probationary period, the employment may be terminated by RND Crewing with 4 weeks' notice. If an Employee is over 45 years of age and has been employed by RND Crewing for more than 2 years at the time of termination, RND Crewing will provide the Employee a further week of notice in addition to the period specified in clause 8.1.1.
- 8.1.2 RND Crewing, in its absolute discretion, may pay an Employee in lieu of notice, or part thereof, equivalent to the notice period listed in clause 8.1.1. For any payment in lieu of notice RND Crewing will pay the Employee all amounts that, had the Employee worked through the unexpired portion of the notice period, the Employee would ordinarily have been paid. This does not prevent an Employee and RND Crewing agreeing to a shorter notice period.
- 8.1.3 RND Crewing is not required to provide notice (or payment in lieu of notice) in accordance with clause 8.1.1 if the Employee is:
 - a) Terminated as a consequence of serious misconduct justifying summary dismissal;
 - b) A Maximum-term or Fixed-Task Employee whose specified period, specified task or specified project has come to an end; or
 - c) A Casual Employee.
- 8.1.4 For the sake of clarity, a Maximum-Term Employee may be terminated at any time by RND Crewing during the Maximum-Term period or prior to the completion of the specified task or specified project by giving the relevant notice set out in clause 8.1.1 (or payment in lieu of notice).
- 8.1.5 For Casual Employees, employment may be terminated by RND Crewing without notice.
- 8.1.6 Where RND Crewing has given notice of termination to an Employee, RND Crewing must allow an Employee time off without loss of pay of up to one day for the purpose of seeking other employment.
- 8.1.7 If the employment of an Employee is terminated by RND Crewing elsewhere than at the place of engagement, for any reason other than misconduct, RND Crewing will be responsible for conveying the employee to the place of engagement.

8.2 Termination by the Employee

- 8.2.1 An employee must give RND Crewing 4 weeks' notice of the termination of their employment.
- 8.2.2 Casual Employees must provide RND Crewing 1 week's-notice when terminating their casual employment.

8.3 Abandonment

- 8.3.1 In the event that an Employee is absent for more than two (2) consecutive working days without notifying RND Crewing and is unavailable for contact by RND Crewing, then RND Crewing will assume that the Employee has abandoned their employment and will consider the contract of employment to have been terminated at the initiative of the Employee effective from the last day of work attended.

RND Crewing will make all reasonable endeavours to contact the Employee in such circumstances to determine the reason for the Employee's nonattendance.

8.4 Return of Company Property

- 8.4.1 On termination of employment, the Employee must return to RND Crewing all tangible property of RND Crewing held by the Employee or under the Employee's control.

9 HOURS OF WORK

9.1 Shift Work Arrangements

- 9.1.1 Employees work 4 weeks on, 4 weeks off.
- 9.1.2 Shift arrangements will be a 12-hour shift rostered over 84 hours per week on a "duty/leave cycle" of 4 weeks on followed by 4 weeks off (28 days on the company dredge, 28 days off the company dredge).
- 9.1.3 The salaries in Schedule 1 are calculated for Employees working on a working pattern of 84 hours per week. That is, 1 shift of a 12-hour duration, on each of the 7 days per week. However, it is agreed that the hours of work may vary, and flexibility is required in order to meet operational and project requirements.
- 9.1.4 This equates to an average of 38 ordinary hours plus at least 4 reasonable additional hours per week over the 8-week duty/leave cycle, noting that in accordance with the NES an employee may refuse to work additional hours if they are unreasonable, having regard to the matters in section 62(3) of the FW Act.
- 9.1.5 A component is included in the Employees' rates of pay set out in Schedule 1 to this Agreement in recognition of the requirement to work shift work.

9.2 Casual Employees

- 9.2.1 Casual Employees are engaged from time to time when work is offered to them.

9.3 Reasonable Additional Hours

- 9.3.1 Employees are required to work reasonable additional hours in order to meet RND Crewing's operational and maintenance requirements subject to the NES and fatigue management to meet work health and safety legislation. Payment for any reasonable additional hours is included in the Employee's annual salary.
- 9.3.2 A component for reasonable additional hours is included in the Employees rates of pay set out in Schedule 1 to this Agreement.

10 ROSTER & ARRANGEMENT

- 10.1 The normal working arrangement will consist of an even time roster, employees work 4 weeks on, 4 weeks off (Swings).
- 10.2 The Employees agree that roster arrangements may vary and flexibility in roster arrangements is required in order to meet operational requirements.

11 MEALS & BREAKS

- 11.1 During each shift, Employees will be entitled to one (1) meal break of 30 minutes and two (2) crib breaks of 20 minutes each.
- 11.2 The meal breaks and crib breaks will be counted as time worked.
- 11.3 The meal breaks and crib breaks shall be taken at times that will not involve a cessation or interruption of operations (and may be taken in relays if necessary).

12 MANNING LEVELS

- 12.1 Except in an emergency, no vessel shall operate contrary to the minimum manning requirements of the vessel's particular survey.

13 CLASSIFICATIONS OF PAY

13.1 Wage Rates

- 13.1.1 Schedule 1 to this Agreement sets out the relevant salary rates for the Full-Time Employees and day rates for Casual Employees in the relevant classifications covered by this Agreement.
- 13.1.2 Full-Time Employees will be paid at least the rate detailed in Schedule 1.
- 13.1.3 Casual Employees will be paid at least the Working Day Rate (inclusive of the 25% casual loading) for each day worked.
- 13.1.4 The salary rates set out in Schedule 1 of this Agreement will be subject to an annual rate adjustment of 3% commencing from and occurring on the twelve (12) month anniversaries of the date this Agreement was successfully voted up, until the nominal expiry date of this Agreement. The salary rates will be adjusted from the first pay period commencing on or after the twelve (12) month anniversary dates for the life of this Agreement.

13.2 All-inclusive rates

- 13.2.1 Employees will receive paid leave entitlements and certain other monetary entitlements as set out in this Agreement. Except as specified in this clause, the salary rates set out in **Schedule 1** to this Agreement are all inclusive of all the monetary entitlements the Employees would otherwise receive under the Dredging Industry Award 2020, including those identified in Part One of **Schedule Two**, if applicable.
- 13.2.2 If Employees perform work that would entitle them to, or would otherwise be entitled to, the entitlements in Part Two of Schedule Two under the Dredging Industry Award, they will receive the amount they would receive under the Award.

13.3 Overtime

- 13.3.1 If a Permanent Employee works beyond a 12 hour shift (initial shift) and does not receive an equivalent rest break the following shift RND Crewing will pay them their Base Hourly Rate of Pay plus 100% (an overtime rate) in respect of the additional time worked during the initial shift. For example, if a Permanent Employee works:

- a) A 14 hour shift, and then a 10 hour shift (12 hours plus 2 hours rest) overtime will not be payable.
- b) A 14 hour shift, and then a 12 hour shift, overtime will be payable on the additional 2 hours of the initial shift.

13.3.2 RND Crewing will pay the overtime rate if additional hours are worked in two or more consecutive shifts, on those additional hours. For example, if a Permanent Employee works:

- a) A 14 hour shift and then a 14 hour shift, overtime will be payable on the additional 2 hours of the initial shift and the additional 2 hours of the following shift, totalling 4 hours.

13.3.3 If RND Crewing requires a Casual Employee to work over 12 hours during any shift RND Crewing will pay that Employee a loading of 30% of their hourly rate in respect of the additional time worked.

13.3.4 Employees must not work outside their ordinary hours of work without RND Crewing's prior approval. All additional time worked under this clause that attracts the overtime rate must be pre-approved by RND Crewing.

13.3.5 Other than in exceptional circumstances, an Employee shall not work for more than 14 hours inclusive of travel. After such a 14 hour continuous work period the Employee shall have 10 hours off. If the 10 hour break is to result in an Employee not being available to commence work at their usual start time on the next shift, the Employee is required to immediately advise the Employer of his/her delayed start time.

13.4 Additional Days Worked

13.4.1 Where an Employee works beyond the 1 to 1 roster, the Employee will receive a loading of 100% for each additional day worked.

Note: For clarity, 1 additional day worked, the full time employee shall be paid for 2 days in total.

13.5 Payment of Wages

13.5.1 Employees remuneration will be paid fortnightly in arrears by electronic funds transfer into a bank account nominated by the Employee.

13.5.2 The salaries set out in Schedule 1 are calculated for Employees working on a working pattern involving 84 hours per week as set out in clause 9.

13.5.3 Casual Employees agree to be paid fortnightly.

13.6 Training Arrangements

13.6.1 Each Employee may request from RND Crewing any training that will further develop his or her expertise towards RND Crewing's operations, and RND may agree to provide or facilitate that further training at its discretion.

13.6.2 RND Crewing will reimburse a full-time employee for the cost of any medical examination, passport, visas, etc. required to maintain their employment.

13.6.3 If an Employee is required by RND Crewing to undertake a higher or new training short-course in order to increase their skills and qualifications for a particular role, RND Crewing will pay the short course costs and reasonable/agreed travelling, accommodation and victualing expenses. These costs shall be agreed prior to the commencement of training.

13.6.4 Employees will be required to commit to remain working with RND Crewing for a period of time following the completion of additional training.

13.6.5 If an Employee leaves or is terminated for misconduct during or prior to the completion of the relevant period committed to RND Crewing as a result of the training, it is acknowledged that RND Crewing may recover, in accordance with the provisions of the FW Act, the training costs outlaid from the Employee's remuneration as per the table below:

From \$500 to \$2000	Over \$2,000
1-6 Months = 100% recovery of costs	1-6 Months = 100% recovery of costs
12 Months = 50% recovery of costs	12 Months = 50% recovery of costs
>12 Months = 0% recovery of costs	>12 Months = 0% recovery of costs

13.6.6 Employees will be paid at the Base Hourly Rate of Pay for each hour of training attended.

13.7 Education Arrangements

13.7.1 Each Employee may request from RND Crewing any education that will further develop his or her expertise towards RND Crewing's operations, and RND may agree to provide or facilitate that further training at its discretion.

13.7.2 If an Employee is required by RND Crewing to undertake a higher education course in order to increase their skills and qualifications for a particular role, It will be expected that the employee shall take a leave of absence.

13.7.3 If an Employee leaves or is terminated for misconduct during or prior to the completion of the relevant period committed to RND Crewing as a result of the education, it is acknowledged that RND Crewing may recover, in accordance with the provisions of the FW Act, the training costs outlaid from the Employee's remuneration as per the table below:

From \$1000 to \$3000	Over \$3,000
1-12 Months = 100% recovery of costs	1-12 Months = 100% recovery of costs
12-24 Months = 50% recovery of costs	12-24 Months = 50% recovery of costs
>24 Months = 0% recovery of costs	>24 Months = 0% recovery of costs

14 TRAVEL AND ACCOMMODATION

14.1 General

14.1.1 An Employee is not entitled to any amounts under clause 14 or any sub-clauses while they are on an absence of leave.

14.1.2 An Employee is not entitled to a reimbursement or payment pursuant to clause 14.4.3 in the following circumstances:

- a) if the Employee terminates their employment during a Swing; or

- b) if RND Crewing terminates the Employee's employment during a Swing because of misconduct or serious misconduct. In these circumstances, travel to the Employee's residence (for a Local Employee) or to the Employee's Home Base (for an Employee other than a Local Employee) will be at the Employee's expense.

14.2 Accommodation

14.2.1 During a Swing RND Crewing shall, at its option:

- a) require an Employee to live aboard a vessel; or
- b) provide shore accommodation to an Employee at RND Crewing's expense.

14.2.2 Where an Employee is provided with accommodation by RND Crewing, time spent travelling between the accommodation and the vessel at the commencement and conclusion of any given shift, or roster cycle (or otherwise), will form part of the salary as per Schedule 1.

14.2.3 The RND Crewing Travel Policy shall be followed at all times.

14.3 Meals

14.3.1 While Employees are performing work on Trailer Suction Hopper Dredgers, RND Crewing will cover the reasonable cost of those Employees' meals.

14.3.2 Employees will be responsible for their own meal preparation, cleaning and laundry arrangements.

14.4 Travel

14.4.1 Travel is defined as leaving the place of residence, or other mutually agreed place, with the Employer, to travel to / from the vessel to commence or cease a swing.

14.4.2 A component is included in the Employees rates of pay set out in Schedule 1 to this Agreement in recognition of the requirement to travel to and from the vessel.

14.4.3 Travel Re-imbursements

- a) All preapproved reasonable travel costs associated with the Employees travel from interstate to the vessel will be re-imbursed through the Fortnightly payments.
- b) Travel conditions may be set out in each employment contract in accordance with the Travel Policy.
- c) The Employee shall be entitled to reimbursement of taxi fares reasonably incurred up to a maximum of \$150 (adjusted annually with pay increments) and subject to the production of tax invoices for travel between the transport terminal at the Employee's Nominated Home Address on each of the forward and return journeys.

14.5 Hard Lying

14.5.1 If RND Crewing requires any Employee to live aboard a vessel and share a cabin with another Employee, RND Crewing will, in respect of each day of the Swing the Employee lives aboard the vessel and shares a cabin, pay the Employee a hard-lying allowance of \$48.76 of their Working Day Rate, where applicable calculated on a pro-rata basis.

14.6 Project Allowance

14.6.1 A project allowance of \$140 per day will apply for all projects outside of CCL and Fremantle.

14.6.2 The project allowance shall increase by \$10 per year, until the expiry date of the agreement.

14.7 Loyalty Salary Increase

14.7.1 Upon the completion of 2 years service as a Full Time Employee, the employee shall receive a 3% increase in addition to the nominated yearly increase. Service in this clause has the meaning given to it by section 22 of the FW Act. These increases will cease upon the nominal expiry date of this Agreement. This increase is provided in respect of continued loyalty. This increase is provided in respect of continued loyalty.

15 SUPERANNUATION

15.1 Subject to statutory limits, RND Crewing will make superannuation contributions on the Employee's behalf into a complying superannuation fund at the rate of 13.5% (up to the contributions cap).

15.2 An Employee has the right to choose their own Superannuation Fund.

15.3 Company superannuation contributions for Full-Time and Casual Employees will be calculated on the Employee's gross earnings.

15.4 Salary sacrifice options may be made available by RND Crewing during the term of this Agreement provided they are administratively simple, comply with taxation legislation and do not result in any additional costs being borne by RND Crewing.

15.5 To the extent permitted by law, in the case of an Employee on workers' compensation, superannuation contributions will be paid up until the last day worked.

16 PUBLIC HOLIDAYS

16.1 Public holiday entitlements (if applicable) will be taken in accordance with the NES.

16.2 A component is included in the Employees rates of pay set out in Schedule 1 to this Agreement in recognition of the requirement to work on public holidays.

17 ANNUAL LEAVE

For each year of service Full-Time Employees will be entitled to five (5) weeks of paid annual leave.

17.1 Annual leave entitlements accrue on the basis of 84 hours of work per week and will be paid at the Base Hourly Rate of Pay. Employees are not entitled to annual leave loading.

17.2 RND Crewing and Full-Time Employees shall work together to ensure annual leave balances are maintained at reasonable levels to alleviate staffing disruptions and the need for additional resources.

17.3 Permanent Employees are entitled to paid annual leave in accordance with the FW Act. Permanent Employees will be entitled to 5 x 84 hours of annual leave per year under this Agreement.

17.4 The accrued annual leave referred to in this clause is to be taken:

- a) in consultation with the supervisor with due regard to the operational requirements of RND Crewing; and
- b) at times when the Employee is scheduled to work.

17.5 RND Crewing may direct an Employee, in accordance with the Act, to take any accrued annual leave:

- a) in the event of a significant shut down (including periods of maintenance or repair);
- b) where the Employee has accrued, in excess of 8 weeks annual leave and one (1) months' notice is given to the Employee; or
- c) in or arising out of any exceptional circumstances, such as cyclone or industrial action taken in relation to or affecting any customer of RND Crewing or a related entity.

17.6 An Employee on leave will continue to be paid fortnightly.

17.7 With the written agreement of RND Crewing, an Employee is entitled to cash out up to 14 days' annual leave per year. To cash out an amount of annual leave, an Employee must:

- a) give to RND Crewing a written election to cash out any annual leave;
- b) have an accumulated annual leave balance of at least the amount the Employee wishes to cash out; and
- c) after the annual leave is cashed out – have at least 4 weeks' annual leave still accrued but untaken.
- d) Cashed out annual leave will be paid at the rate of pay the Employee is receiving at the time when the election is made.

17.8 Employees may cash out annual leave in accordance with applicable provisions of the FW Act (current as at the time of the Agreement's approval).

17.9 During down periods, including Christmas periods, employees shall take annual leave where the vessel is alongside or not in operation.

18 PERSONAL CARERS LEAVE

18.1 Full-Time Employees are entitled to personal/carer's leave as provided under the NES.

18.2 RND Crewing requires a medical certificate if the Employee is absent on personal/carer's leave for two or more days, or on the day before or after a public holiday. RND Crewing also reserves the right to ask for a medical certificate for any single day absence.

18.3 An Employee must advise their Master as soon as possible on each occasion they are unable to attend work due to an intended absence on personal/carer's leave.

18.4 Personal leave is cumulative and is not paid out on termination of employment.

18.5 Casual Employees are entitled to unpaid personal/carer's leave.

19 COMPASSIONATE LEAVE

19.1 Employees are entitled to compassionate leave as provided under the NES.

20 PARENTAL LEAVE

20.1 Eligible Employees are entitled to take parental leave in accordance with the NES.

21 FAMILY AND DOMESTIC VIOLENCE LEAVE

21.1 Employees are entitled to Family and Domestic Violence Leave in accordance with the NES.

22 EMPLOYEES DUTIES

22.1 General

22.1.1 Employees are required to primarily carry out such duties as required by his or her classification that are within the Employee's skills, certification, competency and training, or any other duties RND Crewing may direct from time to time.

22.2 Outside Employment

22.2.1 Employees will not engage in any activities, including employment with any other entity, that interferes with or inhibits the Employee's ability to work those hours set out in clause 9 of this Agreement. Employees acknowledge the fundamental need for fatigue management and the critical part each employee play in managing fatigue, both during and outside Swings.

23 SAFETY AND FITNESS FOR WORK

23.1 Occupational Safety and Health ("OSH") is viewed as an important aspect of employment by RND Crewing. RND Crewing seeks to create a work environment in which every Employee has confidence that work is carried out in a safe manner.

23.2 Personal Protective Equipment

23.2.1 To compliment RND Crewing's efforts, it is a condition of employment that Employees shall comply with all OSH policies and procedures of RND Crewing (as amended from time to time), including (but not limited to) the wearing of personal protective equipment ("PPE") as required.

23.2.2 RND Crewing will provide each Employee, as a minimum, with the following items of clothing, as soon as practicable after the Employee commences employment with RND Crewing:

- a) two (2) long sleeve work shirts;
- b) two (2) long trousers;
- c) two (2) high visibility overalls;
- d) one (1) pair Safety boots; and
- e) one (1) cold weather parka.
- f) Employees shall maintain and take care of clothing and PPE at all times. RND Crewing will provide additional, or replacement items of clothing based on a fair wear and tear basis. To give effect to this clause, RND Crewing may inspect each Employee's work clothing from time to time.
- g) RND Crewing will further provide to each Employee at reasonable intervals the following on request.
 - i. Oilskins;
 - ii. Goggles;
 - iii. Earmuffs;
 - iv. Work gloves;
 - v. Sou'westers;

- vi. Lifejackets; and
- vii. other required Personal Protective equipment.

23.2.3 All clothing and personal safety equipment shall at all times remain the property of RND Crewing and shall be returned to RND Crewing immediately on termination of the Employee's employment or at the direction of RND Crewing. No safety equipment shall be removed from RND Crewing's premises, including off the vessel manned by RND Crewing or any replacement vessel without the written approval of the Master or authorised delegate.

23.3 Fitness to Work

23.3.1 Employees are responsible for ensuring that they are Fit to Work to undertake their duties before commencing and during their work each day. This includes having had sufficient sleep and being rested, alert and focused on their duties.

23.3.2 RND Crewing is responsible for assessing whether Employees are Fit to Work to undertake their assigned duties on any day and will prevent them from commencing work or continuing to work if RND Crewing in its sole discretion deems that they are not Fit to Work for any reason whatsoever.

23.3.3 Employees who do not commence work or who are required to cease work because they are deemed not Fit to Work at any time will be required to take personal/carer's leave (including unpaid leave if the employee does not have any accrued paid personal/carer's leave) and will not be entitled to be paid for those hours not worked (whether rostered hours or otherwise).

23.4 Smoke-free Workplace

23.4.1 RND Crewing insists on a smoke-free workplace. Failure by Employees to observe the no smoking areas or the relevant policy may constitute valid grounds for disciplinary action including termination of employment.

23.5 Medical, Alcohol and drug testing

23.5.1 RND Crewing does not tolerate Employees working under the influence of alcohol or any other drugs that could impair their performance and the safety of themselves and fellow Employees.

23.5.2 Employees will submit to RND Crewing's relevant policies and procedures with respect to alcohol and drugs in the workplace. RND Crewing at its own expense may require the Employee to undergo such medical tests that it deems appropriate.

23.5.3 It is a condition of employment that the Employee agrees to participate in random medical, alcohol and drug testing in accordance with the relevant policies and procedures.

23.5.4 The form or manner of alcohol and drug testing is at the sole discretion of RND Crewing. This may include pre-employment drug & alcohol testing.

23.5.5 RND Crewing may require the Employee to undergo such medical tests that it deems appropriate. The testing may include random, casual and incident specific medical, alcohol and drug testing.

23.5.6 Employees acknowledge and agree that any refusal to partake in any medical, alcohol and drug testing as directed by RND Crewing may constitute valid grounds for disciplinary action including termination of employment.

23.5.7 The consumption of alcohol or drugs on-board a vessel covered by this Agreement at anytime is strictly prohibited and may constitute grounds for disciplinary action including termination of employment.

24 EQUAL OPPORTUNITY AND HARRASSMENT

- 24.1 RND Crewing has a policy to seek to eliminate any discrimination and harassment practices that may exist in the workplace.
- 24.2 RND Crewing will not condone any form of harassment, discrimination or conduct that has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- 24.3 Any such behaviour or action will be in accordance with RND Crewing's policies and procedures and may include counselling and/or disciplinary action by RND Crewing including termination of employment.

25 SUSPENSION OF EMPLOYMENT

- 25.1 RND Crewing may suspend an Employee from his or her employment, with pay, and upon any other terms and conditions as RND Crewing sees fit, for the purpose of investigating any suspected misconduct in which an Employee may be involved.

26 REDUNDANCY

26.1 General

- 26.1.1 A position will become redundant once RND Crewing has made a definite decision that RND Crewing no longer wishes that position to be performed by anyone.
- 26.1.2 In the event that RND Crewing makes a decision likely to have a significant effect on employment arrangements, it will discuss those changes with the Employees as soon as reasonably practicable. Where the decision will result in an Employee's position being made redundant, RND Crewing will advise them and consider steps to try and avoid their redundancy.

26.2 Redeployment/Suitable alternative employment

- 26.2.1 If a position is made redundant, RND Crewing will attempt to find reasonable suitable alternative employment within RND Crewing or a related entity of RND Crewing.
- 26.2.2 If an Employee is offered reasonable suitable alternative employment the Employee is not entitled to redundancy pay under clause 26.2.1 of this Agreement.

26.3 Redundancy Pay

- 26.3.1 Redundancy pay is provided for in the NES, which provides that an employee (other than a casual employee and other classes of employees) is entitled to be paid redundancy pay if the employee's employment is terminated at RND Crewing's initiative because RND Crewing no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.
- 26.3.2 In addition to the period of notice prescribed for termination in clause 8 and any sub-clauses of this Agreement, if an Employee's employment is terminated due to a position being made redundant, the Employee will be paid three (3) weeks' redundancy pay for each completed year of service or pro rata calculated on completed months service (up to a maximum of 52 weeks).

26.3.3 The redundancy payment is made at the Base Hourly Rate of Pay for an Employee's ordinary hours of work.

26.3.4 The following Employees are not entitled to redundancy pay under this Agreement:

- a) Casual Employees;
- b) A Maximum-Term Employee whose specified period, specified task or specified project has come to an end; and
- c) Employees to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

26.4 Income Protection

26.4.1 RND Crewing shall provide income protection insurance which will apply in the event the employee remains employed but is not working, has depleted their leave and is not receiving any income or workers' compensation. For example, temporary incapacity to work or long-term inpatient treatment preventing work in circumstances where they are not receiving workers' compensation.

26.4.2 The Income Insurance will be provided by a leading Australian Insurer and will be of the same benefit to previous arrangements or better.

27 STAND DOWN

27.1 To the extent permitted under the FW Act, RND Crewing may stand down Employees without pay during a period in which the Employees cannot be usefully employed because of one of the following circumstances:

- a) Industrial action;
- b) A breakdown of machinery or equipment (including a vessel), if RND Crewing cannot reasonably be held responsible for the breakdown, and
- c) A stoppage of work for any cause for which RND Crewing cannot reasonably be held responsible.

28 DISPUTE RESOLUTION

28.1 If there is a dispute about any matters arising under this Agreement the Parties agree that, in the first instance, they will attempt to resolve the dispute at the workplace level, by discussion between the Employee and the relevant Masters and/or management.

28.2 An Employee may appoint a representative for the purposes of the procedures in this clause.

28.3 The procedure to be followed is:

- a) The Employee must contact their Master and inform him/her of the concern. If required, the Master will arrange a meeting to discuss the matter further. The Employee must detail what their concern is and how it is impacting on them. The Master will provide a response to the matter raised.
- b) If the Employee does not consider the matter to be resolved, he/she may request that the matter be further considered by relevant management. The Master will arrange a meeting with relevant management. The Employee will be asked to provide the reason(s) why they do not

consider the matter to be resolved. The relevant management will provide a response to the matter.

- c) If the Employee still does not consider the matter to be resolved, he/she may request the matter to be reviewed by RND Crew Manager. The relevant management will arrange for the Employee to meet with the RND Crew Manager. During the meeting, the Employee must explain what their concern is, and why they do not consider the matter to be resolved. The RND Crew Manager will provide a response to the Employee.
- d) If the matter remains unsolved at the conclusion of 28.3 c) above, either the Employee or RND Crewing may refer the matter to the Fair Work Commission for mediation or conciliation.

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

28.5 Subject to all of the proceeding steps set out in clause 28.3 having been completed, the Fair Work Commission may only arbitrate the dispute if at the time of the dispute, each Party to the dispute including:

- a) The relevant Employee(s);
- b) Any Employee(s) representative; and
- c) RND Crewing, all agree in writing to authorise the Fair Work Commission to arbitrate the dispute.

28.6 Any decision made by the Fair Work Commission in relation to the arbitration of the dispute will only be binding on the Parties if at the time of the dispute and prior to the arbitration, each Party to the dispute including:

- a) The relevant Employee(s);
- b) Any Employee(s) representative; and
- c) RND Crewing,

all agree in writing to authorise the Fair Work Commission to arbitrate the dispute.

28.7 Any arbitrated decision by the Fair Work Commission is subject to any Party to the dispute exercising a right of appeal against the arbitrated decision of the Fair Work Commission to the Full Bench of the Fair Work Commission under the FW Act.

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

- a) The Employee must continue to perform his or her work as he or she would normally; and
- b) The Employee must comply with any directions given by RND Crewing to perform other available work at the same workplace, or at another workplace.

29 INDIVIDUAL FLEXIBILITY AGREEMENTS

29.1 Subject to the FW Act, an Employee covered by this Agreement and RND Crewing may agree to make an IFA to modify the application of any term of the Agreement that relates to terms and conditions of employment if:

- a) The IFA meets the genuine needs of RND Crewing and the Employee, and

b) The IFA is genuinely agreed to by RND Crewing and the Employee.

29.2 An IFA may only be made after the individual Employee has commenced employment with RND Crewing.

29.3 RND Crewing must ensure that the terms of the IFA:

- a) Are about permitted matters under section 172 of the FW Act;
- b) Are not unlawful terms under section 194 of the FW Act; and
- c) Result in the Employee being better off overall at the time the IFA is made than if no IFA was made.

29.4 RND Crewing must ensure that the IFA:

- a) Is in writing;
- b) Includes the name of RND Crewing and the Employee;
- c) Is signed by RND Crewing and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
- d) Identifies the terms of the Agreement, the application of which will be modified by the IFA;
- e) Sets out how the application of the Agreement terms will be modified by the IFA;
- f) Sets out how the Employee will be better off overall at the time the IFA is made than if no IFA is made.
- g) States the day on which the IFA commences.

29.5 RND Crewing must give the Employee a copy of the IFA within 14 days after it is agreed to.

29.6 RND Crewing or the Employee may terminate the IFA:

- a) By giving 13 weeks' written notice to the other party to the IFA; or
- b) If RND Crewing and the Employee agree in writing – at anytime.

30 CONSULTATION

30.1 This term applies if RND Crewing:

- 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.

30.2 Major change

30.2.1 For a major change referred to in clause 30.1 a):

- a) RND Crewing must notify the relevant Employees of the decision to introduce the major change; and
- b) clauses 30.2.2 to 30.2.9 apply.

30.2.2 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

30.2.3 If:

- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) The Employee or Employees advise RND Crewing of the identity of the representative, RND Crewing must recognise the representative.

30.2.4 As soon as practicable after making its decision, RND Crewing must discuss with the relevant Employees:

- a) the introduction of the change;
- b) the effect the change is likely to have on the Employees; and
- c) measures RND Crewing is taking to avert or mitigate the adverse effect of the change on the Employees.

30.2.5 For the purposes of the discussion, RND Crewing must provide, in writing, to the relevant Employees:

- a) all relevant information about the change including the nature of the change proposed; and
- b) information about the expected effects of the change on the Employees; and
- c) any other matters likely to affect the Employees.

30.2.6 However, RND Crewing is not required to disclose confidential or commercially sensitive information to the relevant Employees.

30.2.7 RND Crewing must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

30.2.8 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 RND Crewing'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.

30.2.9 The transfer of Employees between vessels is not considered to be a major change.

30.3 Change to regular roster or ordinary hours of work

30.3.1 For a change referred to in clause 30.1 b):

- a) RND Crewing must notify the relevant Employees of the proposed change; and
- b) Clauses 30.3.2 to 30.3.6 apply.

30.3.2 The relevant Employees may appoint a representative for the purpose of the procedures in this term.

30.3.3 If:

a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation: and

b) The Employee or Employees advise RND Crewing of the identity of the representative,

RND Crewing must recognise the representative.

30.3.4 As soon as practicable after proposing the change, RND Crewing must:

a) Discuss with the relevant Employees the introduction of the change, and

b) For the purposes of the discussion, provide, in writing to the relevant Employees, information about the proposed change (for example, information about the nature of the change and when it is to begin); 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).

30.3.5 However, RND Crewing is not required to disclose confidential or commercially sensitive information to the relevant Employees.

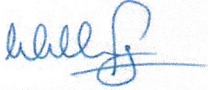
30.3.6 RND Crewing must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

31 FLEXIBLE WORKING ARRANGEMENTS

31.1.1 Clause 6 of the Dredging Industry Award will apply to the employees in relation to requests for flexible working arrangements.

32 SIGNATURES

For RND Crewing Pty Ltd



Signature

William Joseph Pryce

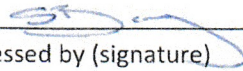
Name in full

Director

Basis of authority to sign (e.g. Managing Director)

Suite C302, 19 Honeysuckle Drive, Newcastle, NSW 2300

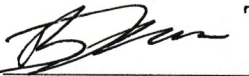
Address



Witnessed by (signature)

Susan Middle Bailey
Witness name in full

For the Employees



Signature

Brook John Davis

Name in full



Witnessed by (signature)

Marnie Erin Davis.

Witness name in full

Vessel Master

Basis on which Employee is authorised to sign

2 Jagungal close Jindabyne NSW 2627

Address

SCHEDULE 1 –

Full time employees – Yearly increases at 3% per calendar year.

Classifications	2023	2024	2025	2026	2027
Master	\$ 211,366	\$ 217,707	\$ 224,238	\$ 230,965	\$ 237,894
Mate	\$ 199,866	\$ 205,862	\$ 212,038	\$ 218,399	\$ 224,951
2nd Mate	\$ 171,505	\$ 176,650	\$ 181,950	\$ 187,408	\$ 193,030
Chief Engineer	\$ 207,548	\$ 213,774	\$ 220,188	\$ 226,793	\$ 233,597
1st Engineer	\$ 199,866	\$ 205,862	\$ 212,038	\$ 218,399	\$ 224,951
2nd Engineer	\$ 179,247	\$ 184,624	\$ 190,163	\$ 195,868	\$ 201,744
IR (AB)	\$ 162,578	\$ 167,455	\$ 172,479	\$ 177,653	\$ 182,983
GPH, Deckhand, Greaser	\$ 124,488	\$ 128,223	\$ 132,069	\$ 136,031	\$ 140,112
Tug Master	\$ 173,992	\$ 179,212	\$ 184,588	\$ 190,126	\$ 195,830
Tug Engineer	\$ 174,174	\$ 179,399	\$ 184,781	\$ 190,325	\$ 196,034
Tug Mate	\$ 166,166	\$ 171,151	\$ 176,286	\$ 181,574	\$ 187,021
Mechanical Fitter	\$ 149,646	\$ 154,135	\$ 158,759	\$ 163,522	\$ 168,428
Cook / Caterer	\$ 118,664	\$ 122,224	\$ 125,891	\$ 129,667	\$ 133,557
Survey / small craft Master	\$ 124,488	\$ 128,223	\$ 132,069	\$ 136,031	\$ 140,112

Casual Employees – Day Rate

Classifications	Day Rate
Master	\$ 1,451.69
Mate	\$ 1,360.87
2nd Mate	\$ 1,138.66
Chief Engineer	\$ 1,413.63
1st Engineer	\$ 1,360.87
2nd Engineer	\$ 1,219.26
IR (AB)	\$ 1,104.77
GPH, Deckhand, Greaser, AB,	\$ 855.00
Tug Master	\$ 1,195.00
Tug Engineer	\$ 1,196.25
Tug Mate	\$ 1,141.25
Mechanical Fitter	\$ 1,027.79
Cook / Caterer	\$ 815.00
Survey / small craft Master	\$ 855.00

SCHEDULE 2

Part One - Monetary entitlements under the Award which will not apply under the Agreement
Employees on other than dredging operations – if employee cannot take break – payment for a 45-minute meal break at overtime rates.
Employees on dredging operations – if an employee cannot take a meal break – payment for one additional hour at ordinary time rates.
Recall rates
Vessels proceeding from port to port allowances
Meal allowances
Victualling allowances
Travelling allowances
Overtime rates not otherwise provided for in the Agreement
Public holiday penalty rates
Shift work loading
Part Two – If Employees perform work that would entitle them to, or would otherwise be entitled to, the entitlements below under the Dredging Industry Award, they will receive the amount they would receive under the Award.
Dual certificate allowance—vessel—not fully operational
Dual certificate allowance—fully operational vessel
Confined areas allowance
Shipkeeping allowances
Radar observer's allowance
Firefighting allowance
Additional allowances —cooks
Protective clothing reimbursement
Protective and industrial clothing allowance
Accommodation allowances

IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2023/998

Employer:

RND Crewing Pty Ltd (**Employer**)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the *RND Crewing Pty Ltd Agreement 2023* (**Agreement**)

Authorised representative:

Will Pryce


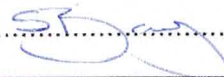
Area Manager – Australia and New Zealand

Undertakings - Section 190

For and on behalf of the Employer I, Will Pryce:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. acknowledge that the model flexibility term will be applied,
4. give the following undertaking/s with respect to the Agreement:
 - a. the dispute resolution clause of the Agreement (**clause 28**) will be applied to any dispute in relation to the National Employment Standards (**NES**);
 - b. with respect to the clause 8.3, employees deemed to have abandoned their employment will be afforded their minimum notice of termination per s.117(3) of the FW Act;
 - c. with respect to clause 26.2.2 of the Agreement, this is subject to a determination of the Fair Work Commission and section 120 of the FW Act and the NES;
 - d. with respect to Schedule 1 (Full-time employee rates), the Cook/Caterer's salary and the GPH, Deckhand, Greaser's salary will be \$158,208 and increase at a rate of 3% every year; and

- e. with respect to Schedule 1 (Casual employee – Day Rate), the Cook / Caterer's day rate and the GPH, Deckhand, Greaser's day rate will be \$855 and increase at a rate of 3% every year

Date signed:	11 May 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Will Pryce
Signature:	
Witness name:	Sue Bailey
Witness signature:	

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.