



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

MOAG Pty Ltd
(AG2022/5280)

MOAG ENTERPRISE AGREEMENT 2022

Building, metal and civil construction industries

DEPUTY PRESIDENT DOBSON

BRISBANE, 9 JANUARY 2023

Application for approval of the MOAG Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *MOAG Enterprise Agreement 2022* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by MOAG Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. 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.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to s.190(3) of the Act, I accept the undertakings.

[5] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[6] I do observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 14(d) – Withholding of NES entitlements
- Clause 14(e) – Withholding of NES entitlements.

However, noting clause 5(b) of the Agreement and the undertakings provided, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 8 January 2027.



DEPUTY PRESIDENT

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MOAG Enterprise Agreement 2022

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

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SECTION ONE – ADMINISTRATION

1. Title

This Agreement shall be known as the *MOAG Enterprise Agreement 2022*.

2. Coverage and Application of Agreement

This Agreement shall cover and apply to:

- a) MOAG Pty Ltd (“the Company”); and
- b) Employees of the Company employed in a classification specified in Schedule 1 of this Agreement and engaged to perform onshore construction work within the Commonwealth of Australia.

3. Commencement and Duration of Agreement

- a) This Agreement shall commence 7 days after it is approved by the Fair Work Commission.
- b) This Agreement shall have a nominal expiry date of 4 years following the date it is approved by the Fair Work Commission.

4. Definitions

"Act" means *Fair Work Act 2009* (Cth) as amended from time to time.

"Agreement" means this *MOAG Enterprise Agreement 2022*.

"Client" means any business for whom the Company is contracted, or seeking to be contracted, to perform work (either directly or indirectly).

"Company" means MOAG Pty Ltd (ACN: 615 255 493).

"Completed Week of Service" shall include time not worked due to annual leave, paid personal leave, compassionate leave, jury service, R&R, public holidays and workers compensation to a maximum of 2 weeks.

"Continuous Shift Worker" for the purposes of the NES, means an Employee who is engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during a breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

"Employee", "Employees" means or refers to an Employee of the Company to which this Agreement applies.

"NES" means the National Employment Standards under the *Fair Work Act 2009* (Cth) as amended from time to time.

"Night Shift" means any shift commencing at or after 3.00pm.

"Onshore Construction Work" means on-site and off-site building, engineering and civil construction related-work, including ancillary duties or any other skills of the occupations covered by this Agreement in Schedule 1. This definition includes coverage of early works, works in support of tenders, off-site pre-project work or preparation for construction projects, depot duties, commissioning, decommissioning and associated works on or in connection with construction projects (whether that project has commenced or not).

"Usual Place of Residence" means an Employee's residential address confirmed in writing prior to engagement.

5. Operation of Agreement

- a) This Agreement constitutes the entire agreement between the parties for the purposes of the Act. In this regard, except as provided by the Act, this includes that the Agreement operates to the exclusion of any other laws, any covering Modern Award, collective agreements (whether registered or unregistered), custom and practice or other like instruments or arrangement for the purposes of any matter capable of inclusion in an enterprise agreement under the Act.
- b) Nothing in this Agreement will be taken to reduce any entitlement under the National Entitlement Standards as amended from time to time.

6. No Extra Claims

Subject to the Act, it is a fundamental term of this Agreement that Employees bound by this Agreement will not for so long as the Agreement remains within its nominal term:

- a) support or advance any other or extra claims against the Company; or
- b) threaten, organise or engage in any industrial or other action in support or connection with such extra claims or any other matter.

7. Employee Obligations

- a) Employees are required to be multi-skilled and work in a flexible manner. Employees will be required to perform a diverse range of functions within their skill and competence. There must not be any demarcation, restriction or limitation on the performance of work whatsoever, including or between traditional trade (craft), occupations, vocations or callings; or whether by way of demands, workplace requirements or work practices inconsistent with the Act.
- b) Employees have a responsibility to ensure they take all reasonable steps to ensure they are fit for work and have an obligation to inform the Company of any issues which may impact their fitness for work. Employees may be directed to attend medicals, fitness for work assessments and/or drug and alcohol screening with a third party provider nominated by the Company throughout their employment.
- c) Employees will carry out lawful directions and duties that are within their skill, competency and training provided the Employee is capable of performing the work in a safe manner. Duties may include tasks incidental to their main function, level or classification.
- d) Employees shall respect and value the diversity of our workplace and ensure their behaviour prevents and eliminates unlawful discrimination and unlawful harassment (including sexual harassment) at our workplace, including on the basis of race, colour, sex, sexual preference, trade union activity, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- e) Employees may be required to work in isolated locations on a designated work cycle. The work cycle may require that Employees be away from home and working through events such as weekends, school holidays, festive periods, public holidays and personal celebrations. Employees acknowledge that while working in isolated locations they will be subject to limitations around logistics, leave scheduling and travel times.
- f) Due to the nature of the industry, to meet Client and operational requirements Employees may at short notice in accordance with the provisions of this Agreement be required to:
 - i. Work regular or irregular overtime;
 - ii. Work night shift;
 - iii. Change between shifts;
 - iv. Be called out; and

- v. Work durations in excess of twelve hours.
- g) Employees are required, at their cost, to ensure that all licences, qualifications, visas and certificates required to undertake their work are kept current at all times and that should there be any changes, suspension or cancellation to these, the Employee must notify the Company as soon as possible.
- h) When requested, Employees are required to permit Company or Client representatives to undertake baggage, quarantine and security checks.

8. Consultation

For the purpose of this clause, Employees are entitled to a representative of their choice.

- a) Company to notify
 - i. Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company must notify the Employees who may be affected by the proposed changes and their representatives, if any.
 - ii. Significant effects include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- b) Company to discuss change
 - i. The Company must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in b) i, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
 - ii. The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause b)i.
 - iii. For the purposes of such discussion, the Company must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect employees provided that no Company is required to disclose confidential information the disclosure of which would be contrary to the Company's interests.
- c) Consultation about changes to rosters or hours of work
 - i. Where the Company proposes to change an Employee's regular roster or ordinary hours of work, the Company must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
 - ii. The Company must:
 - provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's

- regular roster or ordinary hours of work and when that change is proposed to commence);
 - invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- iii. The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
 - iv. These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

9. Individual Flexibility

- a) The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - i. The Individual Flexibility Agreement deals with 1 or more of the following matters:
 - arrangements for when and how work is performed;
 - the designation of ordinary working hours;
 - overtime rates;
 - penalty rates;
 - allowances; and
 - ii. The arrangement meets the genuine needs of the Company and the Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - iii. The arrangement is genuinely agreed to by the Company and the Employee.
- b) The Company will ensure that the terms of the individual flexibility arrangement:
 - i. are about permitted matters under section 172 of the Act;
 - ii. are not unlawful terms under section 194 of the Act; and
 - iii. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- c) The Company will ensure that the individual flexibility arrangement:
 - i. is in writing;
 - ii. includes the name of the Company and Employee;
 - iii. is signed by the Company and the Employee (or if the Employee is under 18 years of age, by the Employee's parent or guardian); and
 - iv. includes details of:
 - the terms of the Agreement that will be varied by the arrangement;
 - how the arrangement will vary the effect of the terms;
 - how the Employee will be better off overall in relation to the terms and conditions of employment as a result of the arrangement; and
 - states the day on which the arrangement commences.

- d) The Company will provide the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) The Company or Employee may terminate the individual flexibility arrangement:
 - i. by giving 28 days' written notice to the other party to the arrangement; or
 - ii. in writing at any time, provided that the Company and the Employee agree in writing.

10. Resolving Workplace Concerns or Disputes

- a) The following dispute resolution procedure will apply to any dispute arising under this Agreement or in relation to the National Employment Standards (except in relation to disputes under sections 65(5) or 76(4) of the Act).
- b) Parties to a dispute under this clause may be represented by any representative of their choice at any stage of this procedure.
- c) The agreed procedure is detailed hereunder.

Stage 1

If an Employee wishes to raise an issue they will initially confer with their immediate Supervisor who will seek to resolve the matter.

Stage 2

If the matter is not satisfactorily resolved (or it is inappropriate for the Employee to raise it with their Supervisor), the Employee is entitled to raise the issue with their Superintendent or equivalent who will seek to resolve the matter.

Stage 3

If the Employee is not satisfied with the manner in which the concerns were addressed in the previous stages, they may seek a review from the project manager or the project manager's delegate. The matter and all relevant circumstances relating to it will be reviewed, including all steps that have been taken to resolve it. Where practicable, a written reply will be given to the Employee.

Stage 4

If the matter is still not resolved, the Company or the affected Employee may refer the matter to the Fair Work Commission for conciliation and, when the parties agree, for arbitration. Any settlement of a dispute pursuant to this provision shall not vary the terms and conditions contained in this Agreement.

- d) While the parties are trying to resolve the dispute using the procedures in this term:
 - i. 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
 - ii. an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, except to the extent that:
 - the other work gives rise to a reasonable concern about an imminent risk to his or her health or safety; or
 - applicable occupational health and safety legislation would not permit the work to be performed.
- e) It is a fundamental condition of this Agreement that the above procedure is complied with and that no unprotected industrial action is taken by Employees during the operation of this Agreement. If at any time the relevant Employee's employment who is a party to the grievance ceases for any reason, all stages of this procedure will cease (whether concluded or not).

SECTION TWO – CONTRACT OF SERVICE

11. Categories of Employment

- a) Nothing in this Agreement precludes employment on a full-time, part time or casual ongoing basis, or as an engagement for a specified period of time, a maximum term, a seasonal basis or for a specified task.
- b) Full-Time Employees
 - i. A full-time Employee is an Employee who is required to work up to 36 ordinary hours per week.
- c) Part-Time Employees
 - i. A Part-time Employee is an Employee who may be required to work an average of less than 36 ordinary hours per week.
 - ii. For each ordinary hour worked, a part-time Employee will be paid no less than the ordinary time hourly rate for the relevant classification and be provided with pro rata entitlements under this Agreement for those hours.
 - iii. The number of ordinary hours per week and the structure of the rostered hours of a part-time Employee will be as agreed in writing with the Employee from time to time. Unless otherwise agreed in advance, where additional hours are worked by the Employee above their part time hours, the Employee will be paid at the overtime rates.
- d) Casual Employees
 - i. Subject to the NES, a casual Employee is an Employee who is engaged and paid as such.
 - ii. An Employee engaged as a Casual Employee may be engaged to work on an irregular and intermittent basis as determined by operational requirements. A minimum engagement will be 4 hours per duty (or a minimum of 4 hours' paid in lieu for duty periods shorter than 4 hours).
 - iii. A flat casual loading of 25% of the Base Hourly Rate will be paid for each ordinary hour worked. The casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination, redundancy benefits and public holidays not worked and all other entitlements normally reserved for full-time and part-time Employees. Where any conversion takes place (whether under subclause iv or otherwise), any incorrectly paid loading will be recovered in accordance with clause 32 (b).
 - iv. Casual Employees are entitled to casual conversion in accordance with the NES.

12. Probation

- a) All Employees (except Casual Employees) shall be employed subject to an initial probationary period of 3 months. During the probationary period the Employee's employment will be reviewed and assessed by the Company and, provided the Employee's performance and conduct is assessed as satisfactory, at the completion of the probationary period the Employee will be offered ongoing employment.
- b) The probation period may be extended by up to an additional 3 months.

13. Redundancy

- a) Subject to subclauses (b) and (c), Employees, except casual employees, shall be entitled to a redundancy payment for each Completed Week of Service in line with the table below.

On commencement	From 1 July 2023	From 1 July 2024	From 1 July 2025
\$80.00	\$82.40	\$84.05	\$84.73

- b) The redundancy payment will accrue weekly and be paid out upon completion of the Employee's term on the project. Employees must complete a full pay week for payroll purposes in order to accrue redundancy for that week.
- c) Increases to the weekly redundancy payment as defined in this subclause shall commence from the first full pay period on or after dates shown for the nominal term of the Agreement.
- d) An employee who resigns or is terminated for reasons other than project completion will not be entitled to the provisions of this clause.
- e) The payments under this clause are inclusive of any statutory entitlements an employee may have to redundancy pay under the NES.

14. Termination of Employment

- a) Either party may terminate the Employee's employment by giving a notice period in writing (or payment in lieu or forfeiture). This period shall be:

Casual

	Notice Period
Casual Employee	4 hours

Full-Time / Part Time

Period of Continuous Service	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If a full-time or part-time Employee is over 45 years old and has completed at least 2 years continuous service, the Company is required to provide the Employee with 1 additional week of notice.

- b) Notwithstanding the period of notice in subclause (a), the Company has the right to summarily dismiss an Employee for reasons of serious misconduct, and under such circumstances, the Employee will be paid up to and including the last day of work only.
- c) With the exception of authorised absences for which paid leave is prescribed by this Agreement, the Company is under no obligation to pay for any day not worked by an Employee.
- d) Subject to an authorisation given by an Employee setting out the reason and amount for deductions, monies paid in advance by the Company to an Employee or any overpayments

made may be recovered from any accrued entitlement owing to them.

- e) Upon termination of employment for any reason, an Employee must return immediately all property belonging to the Company. Subject to an authorisation given by an Employee setting out the reason and amount for deductions, any outstanding equipment, costs or monies owed to the Company will be deducted from the Employee's final payment of monies made by the Company.

15. Stand Down

- a) The Company is entitled to stand down an Employee during any period the Employee cannot be usefully employed because of any industrial action, any break down in machinery or equipment, or for any cause for which the Company cannot reasonably be held responsible.
- b) When a stand down period is in effect, the Company may, at its discretion, choose to demobilise employees from site.
- c) The Company is not required to make any payment to the Employee for the duration of the stand down period.

16. Local and Non-Local Employees

- a) The Company will advise Employees if they are a Local Employee or a Non-Local Employee on engagement. Any subsequent change to this status will be at the discretion of the Company.

Local Employees

- b) An Employee is a Local Employee if their Usual Place of Residence is less than 95 kilometres from the work site. A Local Employee will typically return to their Usual Place of Residence at the completion of each work day/shift.
- c) Payment for travel time between a Local Employee's Usual Place of Residence and the work site has been included in the rates of pay in this Agreement and any additional payment is paid at the discretion of the Company.

Non-Local Employees

- d) An Employee is a Non-Local Employee if their Usual Place of Residence is 95 kilometres or more from the work site. A Non-Local Employee will typically be unable to return to their Usual Place of Residence at the completion of each work day/shift.
- e) Upon engagement the Company will nominate an assembly point. It is the responsibility of the Employee to transport themselves to and from the assembly point.
- f) Payment for travel time between the assembly point and the camp or other accommodation provided by the Company has been included in the rates of pay of this Agreement and any additional payment is paid at the discretion of the Company.
- g) Payment for travel time between the camp or other accommodation provided by the Company and the work site has been included in the rates of pay in this Agreement and any additional payment is paid at the discretion of the Company.
- h) The Company will arrange transport for Non-Local Employees between the assembly point and the camp or other accommodation provided by the Company at the commencement and conclusion of each period of rostered work.
- i) Airfares may not be cashed-out under any circumstances.
- j) Where an Employee misses a scheduled flight for reasons that are within the Employee's control and the Company incurs a fee for the missed flight, the Company may seek to recover that money from the Employee as provided for in clause 32(b) of this Agreement.
- k) Where a Non-Local Employee is terminated while on a work site, the Company will provide

transport for the Employee from the work site to the designated assembly point.

- l) Non-Local Employees may be required to participate in motelling, room sharing or other accommodation sharing arrangements as decided by the Company.

SECTION THREE – LEAVE

17. Annual Leave

- a) For each year of continuous service, an Employee (other than a Casual Employee) is entitled to progressively accrue an annual leave period of 4 weeks per year based on their ordinary hours of work in accordance with the Act. Continuous Shift Workers are shift workers for the purposes of the NES and therefore will also accrue an additional 1 week of annual leave.
- b) Annual leave shall be paid at the Employees ordinary rate of pay for the ordinary time they would have worked had they not been on leave during the relevant period, provided leave has been accrued.
- c) All applications for leave must be made on the prescribed leave application form and be approved by the Employee's immediate supervisor. The application for leave should be made a minimum of 4 weeks prior to the commencement date. Approval will be subject to operational requirements, but the Company shall not unreasonably refuse a request by an Employee to take annual leave. Lesser notice may be provided by agreement between the Company and Employee (i.e. in the case of emergencies).
- d) Where the Company shuts down all or part of the business or there is a downturn in labour required, Employees may be relocated to another site for the period of the shutdown or downturn. If this is not possible, Employees will be required to take accrued annual leave for that period. Employees shall be given no less than 4 weeks' notice of the Company's intention to shut down operations.

18. Personal / Carer's Leave

- a) For each year of continuous service, an Employee (other than a Casual Employee) will progressively accrue 10 days of Personal Leave based on their ordinary hours of work in accordance with the Act.
- b) An Employee shall be entitled to take an amount of accrued paid personal leave if the Employee is unable to attend work:
 - i. on account of personal illness or injury; or
 - ii. because the Employee is required to provide care or support to a member of the Employee's immediate family or household who requires care or support as they are sick or injured or has an unexpected emergency.
- c) To be entitled to paid personal leave after the first 2 single day absences in any 12 month period or any single absence of 2 days or more, the Employee must provide the Company with a medical certificate.
- d) The Employee shall, within 2 hours of the commencement of such absence or such other reasonable period, inform the Company of the inability to attend for duty, and, as far as is practicable, state the nature of the illness or incapacity and the estimated duration of the absence.
- e) The unused portions of the entitlement to paid personal leave in any 1 year shall accumulate from year to year. Accrued personal leave is not paid out on termination.
- f) A Casual Employee, or a Full-Time Employee who has exhausted their paid leave accrual, is entitled to 2 days of unpaid carer's leave on each occasion as outlined in subclause (b)(ii) above, subject to the notice and evidence requirements outlined in subclauses (c) and (d) above.

19. Compassionate Leave

Employees are entitled to 2 days' paid compassionate leave, additional to personal leave, (unpaid for Casual Employees) for each permissible occasion where a member of their immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life or passes away. If an Employee requires access to this leave, they must discuss their entitlement to this leave with their Supervisor.

20. Public Holidays

- a) Public holidays will be as per the NES. A public holiday is a day described as such in the State Government Gazette relevant to the locality in which the Employee is working.
- b) Employees acknowledge that, given the nature of the industry, work on public holidays is reasonable. Employees working a roster may be required to work a public holiday if it falls within their roster cycle. If a gazetted public holiday falls on a day that the Employee is not rostered to work, the Employee shall not be entitled to payment for that day.
- c) Work performed on a public holiday in the locality an Employee is working, shall be paid at the rate of double time and one-half except where another day is substituted in accordance with subclause (d).
- d) By arrangement the Company and an Employee may agree to substitute another day for any gazetted public holiday. In this event, an Employee who works on a day which otherwise would have been a public holiday will be paid at ordinary rates.

21. Community Service Leave

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

22. Parental Leave

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

23. Long Service Leave

Employees are entitled to Long Service Leave pursuant to the provisions of any applicable long service leave legislation, including but not limited to, any applicable portable paid long service leave scheme.

24. Family and Domestic Violence Leave

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

SECTION FOUR – HOURS OF WORK

25. Ordinary Hours

- a) The ordinary hours of work shall be up to 36 hours per week, averaged over a four (4) week period and worked Monday to Friday.
- b) Ordinary hours of work will be between 6.00am and 6.00pm except in the case of night shift Employees.

- c) The Company may vary the Employees start time within the spread of ordinary hours by providing 48 hours' notice.

26. Rostering

- a) Ordinary Hours will generally be worked within an established roster pattern for the specific project as determined by the Company to suit project needs.
- b) Roster patterns may require Employees to work reasonable additional hours, including on weekends and public holidays, to meet the operational requirements of the Company.
- c) Roster patterns may include an on-duty period followed by a period of rostered unpaid rest and recreation (R&R) leave.
- d) The Company and an Employee or group of Employees may, during the course of a project, develop, by agreement, innovative working arrangements that provide better use of hours available for work and provide quality of life advantages and productivity improvements, provided that any such agreement will not result in terms and conditions less favorable than this agreement.
- e) Notwithstanding clause d), and unless the Employees agree to a shorter period, the Company may vary Employees' rostered working hours by providing 7 days' notice, or in emergency situations, 48 hours.

27. Rostered Days Off

- a) Under this Agreement, the Company may implement an RDO system where working hours are arranged such that Employees accrue 4 hours per week at their ordinary rate towards an RDO, following the completion of ordinary hours.
- b) Where the Company implements a Rostered Day Off (RDO) system it will do so in writing to employees.
- c) If the Company implements a roster which includes RDO's, accrued RDO's shall be taken at a time mutually agreed between the Employee and the Company or, failing agreement, as required by the Company with 7 days' notice. Any RDOs accrued but not taken shall be paid out on termination at the ordinary rate of pay.

28. Rest and Meal Breaks

- a) A rest break of 20 minutes, without deduction of pay, shall be allowed each work day/shift.
- b) A meal break of 30 minutes, unpaid, shall be allowed each work day/shift.
- c) Breaks shall be arranged by the Company in a manner than suits operational requirements.
- d) The Company may stagger the time of taking meal and rest breaks to meet operational requirements.

29. Night Shift

- a) The ordinary hours of work for a night shift Employee shall be up to 36 hours per week, averaged over a four (4) week period and worked Monday to Friday.
- b) The day on which the majority of ordinary hours of the night shift falls shall be deemed as the day when the night shift is worked.
- c) Subject to subclause (f) and (g), work performed whilst on night shift shall receive a flat loading of 25% of the Base Hourly Rate for all hours worked.

- d) Work performed by night shift Employees outside the ordinary hours shall be paid at overtime rates.
- e) If an Employee is required to work night shift for a period of less than 5 consecutive night shifts, they shall be paid at overtime rates in lieu of the night shift loading prescribed in subclause (d) above. The consecutive nature of night shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday or any Public Holiday.
- f) Other than in an emergency the Company shall provide at least 48 hours' notice of the requirement to work night shift, unless otherwise agreed. Where it is not an emergency and at least 48 hours' notice is not provided, the Employee shall be paid at overtime rates in lieu of the nightshift loading in subclause (d), until such time as the 48 hours has passed.

30. Overtime

- a) The nature of the work being performed by Employees is such that the Company may require them to work reasonable overtime. Overtime will be assigned on the basis of specific work requirements and is at the complete discretion of the Company.
- b) All hours additional to the ordinary hours shall be regarded as overtime.
- c) All overtime shall be paid as follows:
 - i. Monday to Friday: at the rate of time and one-half for the first 2 hours and double time thereafter.
 - ii. Saturday: at the rate of time and one-half for the first 2 hours and double time thereafter.
 - iii. Sunday: at the rate of double time.
- d) Where a Casual Employee performs overtime under this Agreement, the casual loading does not apply to the overtime hours.
- e) If it is necessary to withdraw overtime, the Company will provide Employees with adequate notice (at least 1 hour during Monday to Friday and at least 2 hours on a weekend). The Company will not be required to give notice of withdrawal of overtime in the event of any industrial action that affects the works.
- f) Where an Employee commences weekend overtime work and is subsequently informed that the Employee is not required to work overtime, the Employee shall be paid a minimum of 4 hours' work at the applicable overtime rates. If the Employee arrives for work but has not commenced weekend overtime work and is advised that overtime is not required, the Employee shall be paid a minimum of 2 hours' at the applicable overtime rates.
- g) No Employee or Employees party shall, either directly or indirectly, impose any form of ban, limitation or restriction on working reasonable overtime.
- h) For the wellbeing of Employees, the Company shall ensure wherever reasonably practical that no Employee shall be required to work so much overtime that they do not have at least 10 consecutive hours off duty from completing 1 day's work to the commencement of the next day's work.
- i) If, on the instructions of the Company, an Employee continues or resumes work without having had 10 consecutive hours off duty, the Employee shall be paid at double time until released from duty for such period. The Employee shall then be entitled to be off duty until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working hours occurring during the absence.

SECTION FIVE – INCOME

31. Rate of Pay

The minimum Base Hourly Rate of Pay for each classification is set out in Schedule 2. Notwithstanding any term of an Employee's contract of employment, the Company may pay any Employee at these minimum rates of pay for the Employee's classification under this Agreement.

32. Payment of Wages

- a) Payment of wages will be by electronic transfer on a weekly basis, into a bank or recognised Australian financial institution account of the Employee's choice.
- b) During the course of employment the Company may deduct from any amount paid to an Employee for any overpayment or monies owing by the Employee. The Employee will be advised prior to making any deductions and any monies owing will be deducted over a period not exceeding four pay cycles.

33. Superannuation

- a) The Company will provide superannuation contributions for Employees sufficient to avoid charge under the *Superannuation Guarantee Charge Act 1992* (Cth). Superannuation is payable on ordinary hours of work. This contribution will be made to any complying superannuation fund nominated by the Employee, or to the Company's default superannuation fund in accordance with subclause (b).
- b) For default fund Employees, superannuation contributions will only be made to a superannuation fund that has 1 or more of the following features:
 - i. offers a MySuper product;
 - ii. is an exempt public sector scheme; or
 - iii. is a fund of which a relevant Employee is a defined benefit member.

34. Income Protection

- a) The Company will provide income protection insurance for all Employees (except casual Employees) that have completed a minimum of 3 months continuous service with the Company.
- b) For the term of the Agreement, Employees will receive income protection insurance in accordance with the Company policy and following terms:
 - i. 100% of an Employee's average weekly earnings to a maximum of \$2,000 per week for 104 weeks applying to personal injury or sickness;
 - ii. An excess (waiting) period of 14 days (except sporting injuries – 28 days) applying to personal injury or sickness; and
 - iii. The income protection shall not include workers' compensation top up or lump sum benefits; and
 - iv. A requirement that the claimant employee complies with all reasonable rehabilitation programmes and instructions as directed by the Company.

35. Above Agreement Payments

- a) The Company may, at the Company's sole discretion, introduce additional payments over and above those outlined in this Agreement on an employee by employee basis. Where

this occurs, details of the additional payments will be put in writing to individual affected employees for their acceptance or rejection.

- b) Where any above Agreement payments are made to an Employee, these additional payments shall be received by the Employee in satisfaction of and in compensation for any and/or all entitlements and allowances which might otherwise apply to the Employee under this Agreement (except for any terms which would be detrimental to the National Employment Standards or any term of this Agreement required to be included by the Act (which shall be provided in full to the Employee and not be subject to any additional payments under this clause)), provided that the total payments made to the Employee are not less than they would have otherwise received under this Agreement.

36. Apprentices

- a) For the purposes of this clause, an adult apprentice is an Employee who is 21 years of age or over at the time of becoming an apprentice.
- b) Apprentices will be paid the following percentage of the applicable tradesperson classification as set out in Schedule 2, on completion and attainment of the following school standard:

Year of Apprenticeship	Percentage of Tradesperson's Rate
Year 1	55%
Year 2	65%
Year 3	75%
Year 4	90%

- c) An apprentice who is 21 years of age or over shall not be paid a rate of pay lower than a Group 1 Employee.

SIGNATORY PAGE

Company Signature:

SIGNED FOR AND ON BEHALF OF MOAG PTY LTD

Signature P. Fishlock
Name Paul Fishlock
Position General Manager
Address 59 Albany Highway
Victoria Park
Postcode 6100
Date 14/12/22
Authority to sign Agreement General Manager

Employee Representative Signature:

SIGNED FOR AND ON BEHALF OF MOAG PTY LTD EMPLOYEES

Signature B. Plowman
Name Brett Plowman
Position Group 4 Employee
Address 59 Albany Highway
Victoria Park
Postcode 6100
Date 14/12/22
Authority to sign Agreement Group 4 Employee / Employee Representative

SCHEDULE 1 – CLASSIFICATIONS

Group 7 <ul style="list-style-type: none"> • Instrument and Controls Tradesperson • Electrical Tradesperson – Special Class
Group 6 <ul style="list-style-type: none"> • Electrical Tradesperson • Mechanical Tradesperson – Special Class • Welder Tradesperson – Special Class • Mobile Crane Operator >180 tonne capacity
Group 5 <ul style="list-style-type: none"> • Mechanical / Metal Tradesperson • Carpenter Tradesperson • Plumber Tradesperson • Painter Tradesperson • Tradesperson – General • Non-Destructive Testing Technician • Mobile Crane Operator 101 – 180 tonne capacity
Group 4 <ul style="list-style-type: none"> • Rigger (advanced) • Scaffolder (advanced) • Tube Fitter • Communications Technician • Polywelder • Sheet Metal Worker • Mobile Crane 41 – 100 tonne capacity • Non-trade Painter/Blaster • Mobile Plant Operator Level 3 (includes multi-ticketed and experienced operators, and final trim grader operators)
Group 3 <ul style="list-style-type: none"> • Crane Operator up to 40 tonne capacity • Rigger (intermediate) • Scaffolder (intermediate) • Cryogenic Insulator • Concrete Finisher • Steel Fixer • Mobile Plant Operator Level 2 (includes medium to large pneumatic tyred/crawler tractors, dumpers, scrapers, graders, excavators and loaders)
Group 2 <ul style="list-style-type: none"> • Dogman • Rigger (basic) • Scaffolder (basic) • Storeperson • Non-cryogenic Insulator • Concreter • Mobile Plant Operator Level 1 (including small crawler/pneumatic tyred tractors, truck driver, water cart operator, forklift and roller operators)
Group 1 <ul style="list-style-type: none"> • Trades Assistant • Labourer • General Services Officer

SCHEDULE 2 – RATES OF PAY & ALLOWANCES

- a) An Employee will be paid at least the following base rate of pay for their classification for each ordinary hour worked.

Group	Base Hourly Rate on Commencement	Base Hourly Rate on the first full pay period from 1 July 2023 (3%)	Base Hourly Rate on the first full pay period from 1 July 2024 (2%)	Base Hourly Rate on the first full pay period from 1 July 2025 (2%)
Group 7	\$47.17	\$48.58	\$49.55	\$50.55
Group 6	\$45.02	\$46.37	\$47.30	\$48.25
Group 5	\$42.88	\$44.17	\$45.05	\$45.95
Group 4	\$40.74	\$41.96	\$42.80	\$43.65
Group 3	\$38.59	\$39.75	\$40.54	\$41.36
Group 2	\$36.85	\$37.96	\$38.71	\$39.49
Group 1	\$34.82	\$35.86	\$36.58	\$37.31

- b) An Employee who is engaged as a Leading Hand will be paid an hourly all-purpose leading hand allowance in line with the table below:

On commencement	From the first full pay period on/after 1 July 2023 (3%)	From the first full pay period on/after 1 July 2024 (2%)	From the first full pay period on/after 1 July 2025 (2%)
\$2.00	\$2.06	\$2.10	\$2.14

- c) An Employee appointed by the Company to be a first aid attendant will be paid a flat First Aid Allowance of \$15.00 per week.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/5280

Applicant:
MOAG Pty Ltd

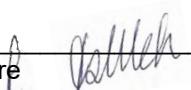
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Paul Fishlock, General Manager, have the authority given to me by MOAG Pty Ltd to give the following undertakings with respect to the MOAG Enterprise Agreement 2022 ("the Agreement"):

1. This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
2. For the purpose of clause 35, where an Employee receives additional payments in satisfaction of and in compensation for any and/or all entitlements and allowances which might otherwise apply under the Agreement, a review will be conducted every 3 months or at the request of the Employee to ensure the total payments made to the Employee are not less than they would have otherwise received under this Agreement. Any shortfall identified will be paid to the Employee within 7 days of the review. The review shall take no longer than 7 days.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature 

5 January 2023

Date