



**Mammoet Australia Pty Ltd Western Australian
Shutdown Services Agreement
2023**

1. Parties and Persons Bound

- 1.1 This agreement shall be known as the Mammoet Australia Pty Ltd Western Australian Shutdown Services Agreement 2023.
- 1.2 The Agreement covers:
- i. Mammoet Australia Pty Ltd (**the Employer**) and;
 - ii. Employees (**Employee**) engaged in Shutdown work of the Employer in the classifications provided in Schedule 1- Classifications of Employment in the State of Western Australia.
- 1.3 For the avoidance of doubt, this Agreement does not cover any employees of the employer engaged to:
- i. work full time or part time at a particular branch of the employer; or
 - ii. work full time or part time on a particular construction project with a construction labour agreement specific to that project; or
 - iii. work full time on an ongoing roster.

2. Commencement and Duration

- 2.1 This Agreement shall come into operation on the seventh day after the date of issue of a notice from the Fair Work Commission (FWC) advising that the Agreement has been approved and will apply for three (3) years from the date of that approval.
- 2.2 The Agreement will continue to operate after this date until it is terminated or replaced.

3. Definitions and Interpretation

Additional Duties means duties in addition to the Employees' regular duties.

Agreement means the Mammoet Australia Pty Ltd Western Australian Shutdown Services Agreement 2023.

ATO means the Australian Taxation Office.

Booking means any appointment booked and/or paid for by the Employer. Including but not limited to travel, inductions, training, and medicals.

Core Crew means any employees hired under this agreement who have successfully progressed from Level 2 to Core Crew.

Customer means a Customer of the Employer, pursuant to a contract, specific project, site and/or scope of work request.

Crane Operator means an employee operating a mobile crane and/or crawler crane.

DIDO Employee means an employee who is able to drive to and from the engagement.

Employees means the employees of the Employer who are employed in the classifications set out in Schedule 1 to conduct work in an ad hoc casual capacity in accordance with Clause 1.

Employer means Mammoet Australia Pty Ltd (ABN 77 075 483 644).

Engagement means each Shutdown sequence that the casual Employee is engaged for.

FIFO Employee means an employee who is working in a distant location and is flown to and from the engagement.

Fair Work Act (FW Act) means the Fair Work Act 2009 (Cth), and all regulations, proclamations, by-laws, and codes of practice, standards associated with, issued under, amending, consolidating or replacing it.

Shutdown Services department means the organization or department of the employer dedicated to providing industrial maintenance support services, including in relation to Customer shutdowns and which incorporates the shutdown crew of the employer as constituted from time to time.

Necessary Documentation means any certificates, induction cards, tickets, licenses or other qualifications required for entry into a particular workplace or job-site.

OSH Legislation means any applicable Commonwealth and State occupational health and safety legislation, regulations, proclamations, by-laws, codes of practice and standards.

Pre-Start means a start of shift handover meeting requiring attendance from all employees and supervisory/managerial personnel.

Public Holiday means the days proclaimed as public holidays in the region of operation under any relevant State legislation.

Rigger means an employee conducting rigging and dogging duties for a mobile crane and/or crawler crane.

Scheduled Travel Arrangement means any travel organised on behalf of the employee by the employer between point of hire, place of work and between work sites as and if required for an employee to complete their duties.

Short Term Assignment means work that has a fixed duration dependent on the requirements of the Employer's customer. The duration of the assignment may be altered throughout all stages of planning and execution.

Shutdown means the repair, refurbishment and maintenance works associated with the de-commissioning, reclamation, and closure and re-opening of an operation, plant and/or worksite. The term also includes the planning and scheduling, preventative and corrective maintenance of plant, facilities, structures and equipment on a site, as well as major and modular shutdowns and Projects.

Shutdown Crew means all employees hired under this Agreement and the Shutdown Division.

Site Access Requirements means the customer site policies and procedures, work competencies, the inductions, training, health, safety, medical and employment conditions that are requested by the customer and need to be met by the Employer and its employees in order to be granted access to the work site.

Tax Law refers to the Taxation Administration Act 1953 (Cth), the Fringe Benefits Tax Assessment Act 1986 (Cth), and any other relevant federal tax legislation.

Union means the Construction, Forestry, and Maritime Employees' Union.

4. Aims and Objectives

- 4.1 This Agreement shall establish and maintain three (3) key objectives of the parties:
- i. the Employer is the preferred employer of skilled and motivated workers;
 - ii. the Employer will offer prompt, reliable services to our internal and external customers; and
 - iii. in achieving these objectives, the parties recognize the need to sustain a collaborative positive workplace culture based on an essential requirement of satisfying or exceeding our Customer's expectations.
- 4.2 This will require:
- i. cooperation and consultation;
 - ii. mutual trust, loyalty and professionalism;
 - iii. flexibility and the ability to rapidly predict and respond to changing Customer requirements;
 - iv. recognition of continuous learning and development and maintaining the highest standards of workplace health and safety; and
 - v. that the Employer and its Employees recognise that we are essentially a customer service organisation and Customer satisfaction is of paramount importance to our continued success.

5. Housekeeping Issues

Employee Obligations

- 5.1 All paperwork and documentation requirements of the Employer will be completed on a daily basis by the Employee with accurate attention to details and neatness.
- 5.2 All Employees will wherever practicable wear the Employer and/or Client issued uniforms and safety gear and will be polite, respectful, helpful and cooperative with Customers.
- 5.3 Employees will adhere to Mammoet's 'Life Saving Rules'.
- 5.4 All Employees are to comply with the policies and procedures of the Employer that do not form part of this Agreement.
- 5.5 Where a Customer seeks to instruct an Employee to change the specifications of a job, the Employee must:
- i. refer the Customer to the Employee's direct supervisor; and
 - ii. not act on the Customer's request until authorised to do so by the Employee's direct supervisor.
- 5.6 Vehicles are to be cleaned and gear checked regularly by Employees.
- 5.7 Employees must perform pre-start checks on vehicles and equipment in accordance with the Employer's policies and procedures. All pre-start checks must be recorded on a pre-start check sheet and reported to the Employee's direct supervisor. It is understood that failure to perform pre-start checks may constitute a breach of an Employee's duties under applicable OHS Legislation.
- 5.8 Equipment is to be stored in designated areas and to be kept in an orderly manner, maintained and recorded by Employees at time of no hire or as directed by management.

- 5.9 Employees must produce any Necessary Documentation required to enter, or remain in, a particular workplace or jobsite for the purpose of performing work under this Agreement.

Inability to enter the workplace/jobsite

- 5.10 If an Employee is unable to access the workplace/jobsite where the Employee has been deployed to perform work due to the Employee's failure to present the Necessary Documentation or complete site access requirements, the Employee will not be considered to be in attendance at work until either:
- i. the Employee accesses that workplace/jobsite; or
 - ii. the Employee is deployed to, and commences work at, another workplace/jobsite that the Employee can access.

Licenses

- 5.11 Employees will:
- i. provide evidence of their possession of valid licence(s)/certificate(s) on request; and
 - ii. notify the Company immediately in the event of cancellation or suspension of any such licence or certificate required in the performances of their duties.
- 5.12 The Company reserves the right to terminate, without notice any Employee that fails to declare such cancellation or suspension within 24 hours of it taking effect.
- 5.13 Without limiting any of the Company's options (including termination of employment), should either a licence or certificate held by an Employee be cancelled or suspended, reasonable alternate employment options for the Employee will be examined by the Company for the remainder of the shift. The Employee must cooperate with the Company to provide proof of validation of license(s)/certificate(s).

Fines and Infringements

- 5.14 Employees are responsible for the payment of any fines or infringements (for example: parking and speeding fines) they incur when in charge of an Employer's vehicle.
- 5.15 Employees will ensure that trailers are not overweight before towing and will weigh and obtain weighbridge certificates.
- 5.16 It is a condition of this Agreement that any Employee issued with a fine or infringement whilst driving an Employer vehicle will:
- i. report the fine or infringement to their supervisor;
 - ii. pay the fine by the due date;
 - iii. provide the Employer with proof that the fine has been paid by the due date; and
 - iv. provide the Employer with proof that the Employee's certificates and licenses are valid.

Tax

- 5.17 Unless specified otherwise, the amounts listed in this agreement are Gross Payments.
- 5.18 Pay As You Go ("PAYG") withholding will be applied to Gross Payments, and amounts will be reported on your PAYG Payment Summary, where required by Taxation Law.

- 5.19 Failure to provide declarations and/or supporting documentation required by Taxation Law to support any tax concessions that may apply will result in the application of PAYG withholding to the entire Gross Payment.

6. Employer Bookings and Request to Reschedule

- 6.1 Any dispute in relation to this clause 6 shall be dealt with in accordance with clause 9 - Dispute Resolution Procedure.

Scheduled Travel Arrangements

- 6.2 It is each Employee's responsibility to board any scheduled travel arrangement booked for them by the Employer or Client
- 6.3 The Employer will only be responsible for air travel from the airport in the Capital city nearest to the Point of Hire to any remote worksite in that State. Employees wishing to work interstate will be responsible for their own travel to the capital city in the State where they wish to perform work. In that instance the Employer will then arrange air travel from the relevant Capital city airport in that state to the remote worksite where work is required to be performed.
- 6.4 Where the Employee misses any part of a scheduled travel arrangement, it is the Employee's responsibility to transport themselves and/or pay for a new booking where applicable to the relevant destination.
- 6.5 Where an Employee wishes the Employer to change the Scheduled Travel Arrangement to an alternative arrangement less than 24 hours prior to the departure time of the scheduled flight (including where an Employee has missed the arrangement), that change may be made at the Employers discretion.
- 6.6 To receive that benefit the Employee must:
- i. complete the relevant application form required by the Employer; and
 - ii. Authorise the Employer to deduct from the Employee's wages an amount equal to the costs of the rescheduling of any or all of the travel arrangements, if any.
- 6.7 The Employer will consider an Employees provided reason for missing any scheduled travel arrangements before any decision is made to deduct monies or pursue any disciplinary action.
- 6.8 A reasonable explanation may include supporting documentation being requested by the Employer for the reason provided in the case of missing a scheduled travel arrangement.

Abnormal Travel

- 6.9 Where an employee is required to fly in or out of a Client site where there is no direct flight to and from the site then an amount equivalent to the normal travel time to or from the airport will be paid at either the employees elected ordinary time or flat hourly rate.

Bookings

- 6.10 It is each Employee's responsibility to attend all bookings made for them by the Employer. Should an Employee miss a scheduled Booking then the Employee must authorise the Employer to deduct from the Employee's wages an amount equal to the costs of the rescheduling of the booking and any or all of other related costs.

- 6.11 Where the Employee requests the Employer to reschedule the time of any Booking, such change will be made by the Employer where practicable and reasonable. The Employee must authorise the Employer to deduct from the Employee's wages an amount equal to the costs (if any) of the rescheduling of the booking and any or all of other related costs.

7. Clothing and Safety Footwear

- 7.1 At all times when at the Employer's depot or at a customer worksite Employees are required to wear clothing and equipment approved by the Employer or Customer which will include:
- i. clothing (100% Cotton) covering the body, arms and legs (i.e. neck to toe);
 - ii. safety glasses conforming to Australian standards, with side protection, wrap-around glasses are acceptable;
 - iii. safety footwear; and
 - iv. supplementary PPE where required for specific workplace tasks, e.g. safety helmets, gloves, face masks, etc.
- 7.2 Employees must keep clothing and equipment in good care and condition. An employee who has been issued Mammoet branded PPE must wear this on site at all times when PPE is required on site.
- 7.3 The Employer shall provide Employees with the following:
- i. three (3) shirts to be replaced on a fair wear and tear basis each year, and;
 - ii. after being engaged for 1000hrs by the employer, three (3) long sleeve Pants and one (1) Winter Jacket to be replaced on a fair wear and tear basis each year;
 - iii. Core Crew employees will receive 1 pair of boots to a maximum value of \$180 to be replaced on a fair wear and tear basis each year.
- 7.4 Employees must be in full uniform when in transit to and from the location of the shutdown and when attending any shutdown related compliance activities such as inductions and VOC's.

8. Agreement Flexibility

- 8.1 The Employer and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of item specifics of this Agreement if:
- i. The IFA deals with one (1) or more of the following matters:
 - a. Arrangements about when work is performed;
 - b. Local flights and flight bookings;
 - c. Mobilisation;
 - d. Distant/away work;
 - e. Rates of pay.
 - ii. the IFA meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in clause 8.1 (i); and

iii. The IFA is genuinely agreed to by the Employer and Employee.

8.2 The Employer must ensure that the terms of the IFA:

- i. Are about permitted matters under section 172 of the Fair Work Act; and
- ii. Are not unlawful terms under section 194 of the Fair Work Act; and
- iii. Result in the Employee being better off overall than the Employee would be if no IFA was made.

8.3 The Employer must ensure that the IFA:

- i. Is in writing; and
- ii. Includes the name of the Employer and Employee; and
- iii. 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
- iv. Includes details of:
 - a. The specific items of the Agreement that will be varied by the IFA; and
 - b. How the Employee will be better off overall in relation to this Agreement his or her employment as a result of the IFA; and
 - c. How the IFA will vary the effect of the terms; and
 - d. States the day on which the IFA commences.
 - e. The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.

8.4 The Employer or Employee may terminate the IFA:

- i. By giving no more than twenty-eight (28) days written notice to the other party to the IFA; or
- ii. If the Employer and Employee agree in writing — at any time.

9. Posting of Agreement and Employee Representation

9.1 To ensure that the parties are aware of the terms of the Agreement, and to assist in the avoidance of a dispute, or in any resolution of a dispute, a copy of the Agreement shall be retained by the Employer at all times for ready access by any employee at the workplace.

9.2 The Employer shall provide a permanent copy of the Agreement for each employee representative.

9.3 A copy of the Agreement must be provided to an employee upon request and be provided to all new employees prior to commencing employment.

9.4 Each employee has the right to determine whether they wish to be represented by the Union, an Employee Representative, or not at all. The Employer recognises Employees' right of Freedom of Association and to be represented by the Union.

- 9.5 The parties recognise that Employee Representatives have a role to play within the workplace. The existence of accredited Employee Representatives is recognised and respected by the Employer. The Employee No party shall not hinder Employee Representatives in their reasonable performance of their duties.
- 9.6 Where an employee has been elected as an Employee Representative and upon written notification from the Union, the Employer will recognise the following rights:
- i. the right to be treated fairly and to perform their role without any discrimination in their employer;
 - ii. for the Employee Representative to represent an employee where requested in relation to a grievance, dispute or a discussion;
 - iii. the right to place informed related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;
 - iv. the right to be paid to attend industrial tribunals and/or courts where they have been requested to do so by an employee (which may include themselves) whom they represent in a particular dispute in their workplace;
 - v. the right to be paid time to assist and represent employees who have requested them to represent them in respect of a dispute arising in their workplace;
 - vi. the right to represent the interests of employee who request their assistance in their workplace to the Employer and industrial tribunals/courts; and
 - vii. the right to have reasonable access to a printer/copier and a lockable filing cabinet; and
 - viii. the right to be released to attend agreed training to a maximum of 5 days per annum, with the release subject to operational requirements and with prior Employer approval.

10. Dispute Resolution Procedure

Definition

- 10.1 This term sets out the procedure to settle a dispute if it relates to:
- i. a matter arising under the Agreement; or
 - ii. the National Employment Standards.

Procedure

- 10.2 Step 1 - In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and the relevant supervisor and/or manager.
- 10.3 Step 2 - If discussions between the relevant supervisor and/ or manager level do not resolve the dispute, the matter will be referred to senior management. Senior Management will listen to the employees concerns and either resolve the dispute or refer the matter to more senior management/ executive officers.

- 10.4 Step 3 - Senior management will listen to the employees concerns and either resolve the dispute or refer the matter to Fair Work Australia.
- 10.5 Step 4 - If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission (**FWC**).
- 10.6 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures of this term.

Fair Work Commission

The FWC may deal with the dispute in 2 stages:

- 10.7 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and;
- 10.8 If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
- i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties;
 - iii. Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 10.9 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

Continuation of Employment

- 10.10 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 Employer to perform other available work at the same workplace, or at another workplace, unless:
 - a. the work is not safe; or
 - b. applicable occupational health and safety legislation would not permit the work to be performed; or
 - c. the work is not appropriate for the Employee to perform; or
 - d. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 10.11 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

11. Consultation term

- 11.1 This clause applies if a major workplace change is likely to have a significant effect or there is a change to the regular roster or ordinary hours of work on Employees.

- 11.2 Significant effect includes if:
- i. The Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - ii. The change is likely to have a significant effect on Employees under this agreement.
- 11.3 The Employer must notify the Employees of the decision to introduce the major change.
- 11.4 The Employer must consult and invite the relevant Employees to give their views about:
- i. The timing and introduction of the change;
 - ii. The impact the change is likely to have on the Employees (including any impact in relation to their family or caring responsibilities); and
 - iii. Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.
- 11.5 The Employees may appoint a Representative for the purposes of the procedures in this term
- 11.6 The Employer must recognise the Representative if:
- i. A Relevant Employee appoints, or Relevant Employees appoint, a Representative for the purposes of consultation; and
 - ii. The Employee or Employees advise the Employer of the identity of the Representative.
- 11.7 As soon as practicable after making its decision, the Employer must:
- i. For the purposes of the discussion — provide, in writing, to the Relevant Employees:
 - a. All relevant information about the change including the nature of the change proposed;
 - b. Information about the expected effects of the change on the Employees; and
 - c. Any other matters likely to affect the Employees.
- 11.8 However, the Employer is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 11.9 The Employer must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees.
- 11.10 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements are taken not to apply.
- 11.11 In this term, a major change is **likely to have a significant effect on Employees** if it results in:
- i. The termination of the employment of Employees; or
 - ii. Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

- iii. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- iv. The alteration of hours of work; or
- v. The need to retrain Employees; or
- vi. The need to relocate Employees to another workplace; or
- vii. The restructuring of jobs.

12. Rates of Pay and Entitlements

- 12.1 All Employees under this agreement will be considered as Employees who are engaged on a casual short-term assignment basis to perform specific duties relating to shutdown work as defined in clause 3 - Definitions and Interpretation.

Casual Conversion

- 12.2 An Employee, other than an irregular casual Employee, who has been engaged for a sequence of periods of employment during a period of six months thereafter has the right to elect to have their contract of employment converted to full-time weekly hire employment.
- 12.3 As this Agreement covers casual Employees only, such a request will require the Employee to transfer to the Company's fulltime operations where there is a vacancy, and the employee has accepted a full time position where they will then be covered by the relevant enterprise agreement.
- 12.4 Any such casual Employee who does not elect to convert their contract of employment to full-time weekly hire employment is deemed to have elected against any such conversion.
- 12.5 Any Employee who has a right to elect under clause 12.2 must give notice to the Employer that they seek to elect to convert their contract of employment to full-time weekly hire employment in writing, and within 21 days of receiving such notice the Employer must consent to or refuse the election but must not unreasonably so refuse. This offer or rejection must be made to the Employee in writing from the Employer.
- 12.6 Once an Employee has elected to become and has been converted to full-time weekly hire employment, the Employee may only revert to casual employment by written agreement with the Employer.
- 12.7 For the purposes of clause 12.2, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

Minimum Engagement

- 12.8 Employees will be engaged for a minimum of four hours per day but each engagement will not be less than 12 hours for FIFO workers and 8 hours for DIDO workers.

Employment Classifications & Levels

- 12.9 Each Employee will be employed to complete a specific job function as provided in Schedule 1 – Classification of Employment as assessed by the Employer during the recruitment process with consideration of the Employees previous experience, qualifications, technical interview, and verification of competencies.
- 12.10 The ordinary rates of pay will be in accordance with Schedule 2 – Rates of Pay and Allowances. To avoid any doubt the ordinary hourly rate of pay for all ordinary hours worked will be as per Colum C for both day shift and night shift Labour Rates as identified in Schedule 2.

12.11 Subject to the remainder of this clause 12, Employees will be paid the following:

- i. for work performed on a Monday to Friday inclusive:
 - a. the ordinary hourly rate of pay for all ordinary hours worked between 6:00am and 6:00pm on a shift plus the 25% casual loading;
 - b. the overtime rate of 175% of the ordinary hourly rate of pay for the first 2 hours of overtime worked outside of span of ordinary hours on a shift;
 - c. the overtime rate of 225% of the ordinary rate of pay for each hour of overtime worked outside of span of ordinary hours thereafter on the same shift;
- ii. for work performed on a Saturday:
 - a. the penalty rate of 175% of the ordinary hourly rate of pay for the first 2 hours worked on a shift;
 - b. the penalty rate of 225% of the ordinary rate of pay for each hour worked thereafter on the same shift.
- iii. for work performed on a Sunday or Public Holiday
 - a. the penalty rate of 275% of the ordinary rate of pay for each hour worked for worked performed on a public holiday;
 - b. the penalty rate of 225% of the ordinary rate of pay for each hour worked, for work performed on a Sunday.

For the avoidance of double, clause 12.11 has been calculated by adding the casual loading of 25% on the overtime penalty rates prescribed in clause 12.11.

12.12 According to the shift scheduling for each shutdown, the schedule of night shift rates of pay in Schedule 2 will only apply to shifts that are rostered to finish between midnight and 8am.

12.13 The ordinary rates of pay in Schedule 2 include a 25% casual loading, which is paid in lieu of Employees receiving any paid annual leave, personal leave, parental leave, community service leave, public holidays, notice of termination or redundancy.

12.14 An Employee may apply to the Employer in writing to be paid a flat rate per hour of work (regardless of whether that work is performed on a Saturday, Sunday or public holiday), in lieu of receiving payment in accordance with clause 12.10 and 12.11. The flat rates per hour are set out in Schedule 2. Any election must be by agreement between the Employer and Employee. The Employer must not unreasonably refuse such election. Such an election will occur 28 days after a written agreement is reached between the Employee and Employer. There will be a maximum of one elected change between flat rates or ordinary rates in any twelve month period.

12.15 Employees acknowledge that the flat rates of pay in Schedule 2:

12.15.1 include a 25% casual loading, which is paid in lieu of Employees receiving any paid annual leave, personal leave, parental leave, community service leave, public holidays, notice of termination or redundancy; and

12.15.2 for the purposes of calculating ordinary time earnings under clause 14.2 for all ordinary hours worked, is made up of:

(a) the ordinary hourly rate of pay attributable to the Employee's classification and level (such ordinary hourly rate of pay incorporating the 25% casual loading); plus

(b) an amount paid in respect of overtime hours (and for the night shift hourly rates, a night shift penalty of 15%), being the difference between the flat hourly rate and the ordinary hourly rate.

- 12.16 If an Employee who has elected to be on a flat rate only works a public holiday in any one pay period they will be paid the difference between the flat rate and the public holiday penalty rate for their classification in the Mobile Crane Hiring Award 2010 (**Award**) for each hour worked on that public holiday. To avoid doubt, the payment will be double time and a half of the Award rate for each hour worked.
- 12.17 Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement. In particular, references to entitlements provided for in the National Employment Standards (NES) and other legislation are:
- i. for information only and do not incorporate those entitlements into this Agreement; and
 - ii. not intended as a substitute for the detailed provisions of the NES and other legislation.
- 12.18 An Employee who is being paid a flat rate per hour worked may apply to the Employer in writing to revert back to being paid in accordance with clause 12.10 and 12.11. Any election must be by agreement between the Employer and Employee. The Employer must not unreasonably refuse such election. Such an election will occur 28 days after a written agreement is reached between the Employee and Employer. There will be a maximum of one elected change between flat rates or ordinary rates in any twelve month period
- 12.19 The Employer will not discriminate against the choice of pay structure chosen by an Employee through reduction in work shifts or opportunities for inclusion in work programs. All work opportunities will be offered based around the skills required, client inductions, shift durations, locations and individual availability of Employees.
- 12.20 All training hours will be paid either the employees elected ordinary time or flat hourly rate.
- 12.21 All applicable paid hours, including but not limited to training hours will be paid at either the employees elected ordinary time or flat hourly rate.
- 12.22 The hourly rates of pay will be increased annually on the first, second and third anniversary of the commencement date of the Agreement as follows:
- i. Year 1 anniversary: 4% or CPI whichever is greater.
 - ii. Year 2 anniversary: 4% or CPI whichever is greater.
 - iii. Year 3 anniversary: 3.5% or CPI whichever is greater.

Where the Consumer Price Index (CPI), or any determination of FWC, is greater than the percentage listed above, the CPI figure or FWC (whichever is greater) will apply as the annual increase in accordance with the following formula:

$$\text{New Rate} = \text{Original Rate} \times (\text{CPI2} / \text{CPI1})$$

- i. New Rate means the revised rate applicable at each anniversary of the agreement.
- ii. Original Rate means the rate applicable from the Commencement Date of this Agreement.

- iii. CPI2 means the index number for 6401.0, Weighted Average of Eight Capital Cities, as published by the Australian Bureau of Statistics as at the close of the quarter which immediately precedes the Anniversary Date of the Agreement.
- iv. CPI1 means the index number for 6401.0, Weighted Average of Eight Capital Cities, as published by the Australian Bureau of Statistics as at the close of the quarter which immediately precedes the Commencement Date of the Agreement.

12.23 Employees will be expected to work on a public holiday when the public holiday occurs during an assignment.

12.24 Employees will be entitled to unpaid leave such as Personal Leave, Family and Domestic Violence Leave and Compassionate Leave, in accordance with the NES.

12.25 Employees will be entitled to any applicable long service leave as prescribed by state based long service leave legislation.

Letter of Offer

12.26 All employees will be provided a letter of offer for their acceptance prior to commencing work with the Employer.

12.27 The letter of offer will be in accordance with this Agreement and will stipulate:

- i. Position and rate of pay in accordance with Schedule 1 – Classifications of Employment and Schedule 2 – Rates of Pay
- ii. Point of Hire,
- iii. Job Description.

Levels

12.28 Any dispute in relation to clauses 12.19 – 12.25 shall be dealt with in accordance within clause 10 – Dispute Resolution Procedure.

12.29 All new employees at the commencement of employment under this Agreement will commence at Level 1.

12.30 Subject to clauses 12.32 and 12.33, an Employee will progress through levels (i.e. Level 1 to Level 2) at the completion of 1000 hours service subject to positive performance ratings against each of the following indicators:

- i. Health and Safety;
- ii. Quality of Work;
- iii. Productivity; and
- iv. Mammoet Code of Conduct.

Core Crew

12.31 Progression to Core Crew from Level 2 will be at the sole discretion of the Employer.

In June and December of each year, the Company will assess all eligible Employees for a nomination to Core Crew based on the preceding 6 months of employment using the following criteria:

- i. Employee is level 2;

- ii. The Employee has not been subject to any disciplinary action; and
- iii. The Employee must have completed a 1000 hours' service minimum with positive performance ratings.

12.32 Unless notified by the Employer in writing for failing to meet the criteria in clause 12.31 the employee will otherwise progress to the next level on the first day of the next pay period.

12.33 Where an Employee receives a notification by the Employer that they will not be progressing to the next level because they have failed to meet the criteria in clause 12.31, the Employer must provide the reason, the relevant corrective actions/ behaviours, and the re-evaluation date when the Employee will be assessed again in writing

12.34 There will be no skipping levels. A level 1 will not be considered for a nomination to Core Crew.

12.35 Once an Employee has achieved a level 2, the Employee will retain that level.

Core Crew Allowance

12.36 If an Employee is engaged as a Core Crew Employee in line with the provisions of Clause 12.31, and if the Employee has elected not to be paid at flat rates as outlined in Clause 12.1 and has elected to be paid at ordinary rates, then the employee will be entitled to a Core Crew of \$5.07 flat per hour for all hours worked.

The ordinary rates of pay will be in accordance with Schedule 2 – Rates of Pay and Allowances. To avoid any doubt the ordinary hourly rate of pay for all ordinary hours worked will be as per Colum C for both day shift and night shift Labour Rates as identified in Schedule 2

Core Crew Salary Sacrifice

12.37 Where eligible, Company will provide access to a salary packaging service provider subject to the policy. Salary packaging is an employee benefit that lets you pay for a range of expenses with your pre-tax salary, potentially reducing your taxable income and increasing your disposable income.

Core Crew Training

12.38 The Employer may offer courses and training programs that are transferrable in nature and to the benefit of the Employee to broaden work opportunities. For Core Crew Employees, the Employer agrees to pay for the cost of the course or training program (including ancillary costs) and time taken to complete the course.

Lower Duties

12.39 When completing duties in a lower classification than what is provided in their letter of offer under this agreement, the rate of pay will not be reduced.

Higher Duties

12.40 An employee engaged on duties carrying a higher rate than the employee's ordinary classification (whether that rate is prescribed by this Agreement or otherwise) shall be paid the higher rate for the whole day. If the higher rate is not prescribed by this Agreement, it shall be incorporated into this Agreement and be enforceable as a term of this Agreement. For the purpose of this clause the capacity of the crane is meaning the maximum rated capacity of the crane.

Shift Change

12.41 Where during an engagement an Employee is required to change from night shift to day shift, that Employee will be entitled to payment for ordinary hours on the shift change over day. For further clarification, this payment will not be paid when an Employee is required to change from day shift to night shift as ordinary hours can be worked on consecutive days.

12.42 Daily Travel Time

- i. Travel prior to the start of the shift/after finishing shift, between home / accommodation and the project location is not considered work time.
- ii. Travel prior to the start of the shift / after finishing shift, between Employer provided accommodation and work location is not considered work time. Where this travel exceeds 30 minutes, the Employee will be compensated at the ordinary rates for time over 30 minutes.
- iii. Driving a crane / truck for the purpose of moving assets for work is considered work time. Rates and penalties will apply.
- iv. For avoidance of doubt, travel between locations does not include flight between point of hire and site for distant workers.

13. Electronic Funds Transfer

13.1 The Employer will pay Employees Weekly in arrears by way of electronic funds transfer into each employee's nominated bank account.

13.2 Employees are required to nominate the Bank/Building Society/Credit Union into which their pay is to be deposited.

14. Superannuation

14.1 Subject to the relevant applicable legislation the Employer will make superannuation contributions on behalf of each Employee in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time.

14.2 In line with this legislation, super guarantee contributions for eligible employees will be based on ordinary time earnings (OTE) which is defined as a maximum of 38 hours per week as per clause 15.5 for those employees who elect not to be on the flat rate arrangement. In addition to this superannuation will be paid on the base hourly rate for any additional hours above 38 for each week. For those on the flat rate, super will be paid on all hours.

14.3 Contributions shall be paid into an eligible fund nominated by the Employee. Provided that where an Employee does not nominate a fund, or the Employer is unable to pay into that fund, contributions will be paid into a MySuper compliant fund nominated by the Employer.

14.4 Employees may elect to salary sacrifice part of their gross income as additional superannuation contributions.

14.5 Any salary sacrifice arrangements entered into between the Employer and an Employee will:

- i. Commence on the written authority of the Employee; and
- ii. Immediately cease at the written request of the Employee or in the event that the Australian Taxation Office rules governing salary sacrifice into superannuation changes.

15. Training and Related Matters

- 15.1 Approved competencies required by the Employer (Customer/Site Inductions, Customer related Competencies), will be paid at the appropriate rate of pay.

16. Hours of work

- 16.1 Parties acknowledge the defined hours of work is subject to differentiation for each assignment.
- 16.2 Employees will work the hours as identified by the Customer for each shutdown and as advised prior to the deployment to any shutdown.
- 16.3 The Employer shall endeavour to give every Employee a minimum 10 hours unpaid break between finishing time on one shift and starting time of the next shift.
- 16.4 The Employer will make all reasonable endeavours to ensure any changes to the working hours do not create excessive disruption to the employee.
- 16.5 Ordinary hours are defined as a maximum of 38 hours per week with no more than 8 ordinary hours being worked in one day.

17. Starting time

- 17.1 The Employee will be deemed to have commenced work at their arrival at the agreed pre-start location as directed by the Employer subject to the Customer and project needs.
- 17.2 The Employer will ensure that project/job specific start and finish times are clearly provided to the Employee at the commencement of the assignment.
- 17.3 The Employer will endeavour to communicate any necessary changes to the Employee within 10 hours of the expected start of the shift.

18. Morning Tea Break/Lunch Breaks

- 18.1 Tea and lunch breaks will be taken at times convenient to the Employer's, or Customer's operational requirements.

Tea Break

- 18.2 A fifteen (15) minute paid morning break must be taken prior to the completion of the first 5 hours of the shift or as provided for by the fatigue management plans of the Employer, the Customer, and the project/site regulations.

Lunch Break

- 18.3 A paid lunch break of 30 minutes shall be taken between 12:00pm/am to 1.30pm/am or otherwise as directed by the Employer or site/Client regulations.

19. Inclement Weather

- 19.1 Inclement weather shall mean the existence of climatic conditions as follows: Rain, Hail, High Winds and/or Fog, making the continuation of work unsafe, as deemed by the Employer, or Client of the Employer.

19.2 In any situation where inclement weather does or is likely to affect safe work, affected employees and the employer shall consult on and seek the best method for completing work safely or shall seek alternate safe work if available..

19.3 Where a crane or equipment cannot be operated due to inclement weather the operator will advise the Employer. Under the following circumstances, crane operations shall be aborted until conditions improve to such an extent that a dangerous situation no longer exists:

- i. where winds speeds exceed the manufacturer's operating recommendations;
- ii. during a storm where lightning strikes could reasonably be expected; and
- iii. where inclement weather has an adverse effect on visibility or the communication system of the lifting operation.

Inclement Weather Standdown

19.4 In the event an Employee is stood down due to Client specific policies and procedures relating to inclement weather, the Employer will pay the Employee for time lost due to inclement weather subject to it being recoverable from the client.

20. Employees Stood Down

20.1 The Employer may stand down an Employee during any period during which an Employee cannot usefully be employed due to:

- i. a strike; or
- ii. a breakdown of machinery; or
- iii. a stoppage of work for any cause for which the Employer cannot reasonably be held responsible.

20.2 An Employee may also be stood down without pay in accordance with the Employers drug and alcohol policies.

20.3 For the avoidance of doubt, this clause does not provide for night shift stand down pay.

21. Mobilisation and Demobilisation

Site Access Requirements

21.1 All employees will adhere to the Site Access Requirements as prescribed by the Employers policies and procedures and the customer shutdown location including but not limited to:

- i. Classroom and online based inductions;
- ii. Verification of Competencies;
- iii. Technical interview;
- iv. Medicals;
- v. Pre-Shutdown briefings;
- vi. Mandatory Drug Screening within 5 days of mobilisation to every shutdown; and

vii. Customer site policies and procedures that are applicable to the Employer.

Point of Hire

21.2 The point of hire for the Employee will be stipulated in the letter of offer of employment.

Mandatory Drug and Alcohol Screen

21.3 All Employees under this Agreement will be required to complete a mandatory drug and alcohol screen within 5 working days of deployment to a shutdown.

21.4 The mandatory drug and alcohol screen will be paid for and compensate one (1) paid hour at the Employees' ordinary rate of pay.

21.5 A breach will result in the removal of the Employee from the shutdown.

Flights

21.6 Parties acknowledge that flight bookings at the direction of the Customer can limit the notice of flight times provided.

21.7 The Employer will endeavour to advise the Employee of flights as soon as practical.

21.8 Subject to the arrangements for start and finish times, the parties acknowledge that the requirement to fly to the site the day prior to the shutdown may be required.

21.9 Where an Employee is required to fly in or out of a Client site, the Employee will be paid an amount equivalent of two (2) hours per flight at either the Employee's elected ordinary time day shift rate or flat hourly day shift rate. The time spent travelling will not count towards ordinary hours.

Delays

21.10 In the event that flights are delayed and/or cancelled on behalf of the Client and/or the airline, the Employer shall pay the Employee at their applicable day shift rate of pay. The duration of the stand down will be based on the hours that the Client has agreed to reimburse the Employer.

22. Distant/Away Work

22.1 Employees deployed to shutdowns and work where they cannot return to their usual place of residence at the completion of every shift may be provided with the following:

- i. full board and lodging including meals at a camp;
- ii. board in company provided housing without meals.

22.2 An Employee provided with accommodation must vacate the accommodation immediately upon cessation of the short-term assignment, where practical. An Employee residing in accommodation without meals will be entitled to a travel allowance of \$90 per night.

22.3 Any damage to the accommodation as a consequence of misconduct will be reimbursable by the employee and will result in the removal of the Employee from the shutdown.

23. Signatures of Parties

Signed for and on behalf of the **EMPLOYER:**

Name (Print): _____

Address: _____

Position: _____

(Basis of authority to sign)

Signature: _____

Date: _____

Signed for and on behalf of the **EMPLOYEES:**

Name (Print): _____

Address: _____

Position: _____

(Basis of authority to sign)

Signature: _____

Date: _____

Schedule 1- Classifications of Employment

Crane Operator > 401t+ (MCE7)

CO Crane Ticket Essential. Must be qualified and verified to operate relevant crane at this level. Includes all employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity over 400 tonnes, typically large all terrain slewing cranes as well as truck mounted medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

Crane Operator 301t-400t *(MCE6)

CO Crane Ticket Essential. Must be qualified and verified to operate relevant crane at this level. Includes all employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 400 tonnes, typically large all terrain slewing cranes as well as truck mounted medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

Crane Operator 201t-300t (MCE5)

CO Crane Ticket Essential. Must be qualified and verified to operate relevant crane at this level. Includes all employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 300 tonnes, typically large all terrain slewing cranes as well as truck mounted medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

Crane Operator 101t-200t (MCE4)

CO Crane Ticket Essential. Must be qualified and verified to operate relevant crane at this level. Includes all employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 200 tonnes, typically large all terrain slewing cranes as well as truck mounted medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

Crane Operator 61t-100t (MCE3)

C1/CO Ticket Preferred. Must be qualified and verified to operate relevant crane at this level. Includes all employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 100 tonnes, typically all terrain and truck mounted cranes as well as other medium capacity slewing cranes, and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

Crane Operator 21t-60t (MCE2)

C6 Crane Ticket Essential. C1/CO Ticket Preferred. Must be qualified and verified to operate relevant crane at this level. Includes all employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 60 tonnes, typically small slewing and non-slewing pick and carry cranes and have been engaged and instructed as detailed in their letter of offer.

Crane Operator 0t-20t (MCE1)

CN Crane Ticket Essential, C6/C1/CO Ticket Preferred. Must be qualified and verified to operate relevant crane at this level. Includes all employees suitably skilled, competent and trained to operate mobile cranes with a rated capacity of up to 20 tonnes, typically non-slewing pick and carry cranes as well as lower capacity slewing cranes and have been engaged and instructed as detailed in their letter of offer.

Dogger & Truck Driver (MCE1)

MC License Preferred for Truck Driver. Dogger Qualification Preferred for Truck Driver. Driver has minimum 12 months experience. At this level employee can safely secure loads as per load restraint guide lines, have knowledge of R.A.V permit condition and be able to load Counter Weights palatable items, container loads, and

other equipment correctly, be able to reverse B double trailers and safely couple and uncouple trailers. Must have ability to change tyres.

Dogger Qualification Essential for Dogger. Rigging Advanced Qualification Preferred for Dogger. Dogger can apply slinging techniques for the purposes of lifting a load, including selecting the method of lifting (by consideration of the nature of the load, its mass and its center of gravity) and inspecting lifting gear (for suitability and condition). Dogger can direct the operator of a crane or hoist in the movement of a load when the load is out of the view of the operator.

Rigger Level A (MCE2)

Rigging Basic Qualification Essential. Undertakes Rigging and Dogging tasks. Possesses Basic level of experience and knowledge. Must be able to prepare rigging equipment; erect structural steel and can correctly use a safety harness. Must be able to outline responsibilities to others and work safely at heights.

Rigger Level B (MCE3)

Rigging Intermediate Qualification Essential. Rigging Advanced Qualification Preferred. Must be qualified and verified to operate at this level. Rigger Level B must be able to complete all tasks as listed within the class of Rigger Level A and in addition have demonstrated experience to the Employer in the following tasks as mandatory for this level.

Rigging work involving:

- a) Proven experience in the assembly and disassembly of 500T crane
- (b) Proven experience in Demolition of buildings, structures or plant
- (c) Multi-crane hoisting
- (d) Possess a Working at Heights Qualification
- (e) Elevated Work Platform High Risk Work Licence preferred
- (f) If requested by the Client that an Intermediate Rigging Qualification is required, uplift to this level will be given for the duration of the job as recorded on the Client job docket.

Rigger Level C (MCE4)

Rigging Advanced Qualification Essential. Must be qualified and verified to operate at this level. Rigger Level C must be able to complete all tasks as listed within the class of Rigger Level A and Rigger Level B and in addition have demonstrated experience to the Employer in the following tasks as mandatory for this level.

Rigging work involving:

- (a) Proven experience in the assembly and disassembly of crawler cranes
- (b) Proven experience in the erection of Luffer and Y-Guy on 500T cranes
- (c) If requested by the Client that an Advanced Rigging Qualification is required, uplift to this level will be given for the duration of the job as recorded on the Client job docket.

Supervisor

Crane/Rigging Ticket Essential.

An employee who is able to train, mentor and transfer knowledge to fellow employees and as such is respected for his level of professionalism and skill. Responsible for coordinating the operations of cranes and lifting activities, ensure compliance with safety procedures of the Employer and client/project. Must have a background in crane and rigging operations. Uplift to this level will be given for the duration of the job as recorded on the Client job docket.

Schedule 2- Rates of Pay and Allowances

Dayshift Labour rates at commencement

Column A	Column B	Column C	Column D	Column E	Column F
Employee Category	Skill Level	Ordinary Hourly Rate	Casual Loading (25%)	Ordinary Hourly Rate (inc 25% casual loading)	Flat Rate
MCE1					
Dogman Operator <20T	Level 1	\$30.32	\$7.58	\$37.90	\$54.68
	Level 2	\$31.85	\$7.96	\$39.81	\$57.36
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$62.44
MCE2					
Rigger Level A Operator 21T-60T	Level 1	\$31.23	\$7.80	\$39.03	\$56.27
	Level 2	\$32.78	\$8.19	\$40.97	\$59.03
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$64.10
MCE3					
Rigger Level B Operator 61T-100T	Level 1	\$32.12	\$8.03	\$40.15	\$57.85
	Level 2	\$33.72	\$8.43	\$42.15	\$60.69
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$65.77
MCE4					
Rigger Level C Operator 101T-200T	Level 1	\$32.99	\$8.24	\$41.23	\$61.29
	Level 2	\$34.63	\$8.65	\$43.28	\$64.32
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$69.39
MCE5					
Operator 201T-300T	Level 1	\$34.56	\$8.64	\$43.20	\$64.01
	Level 2	\$36.30	\$9.07	\$45.37	\$67.17
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$72.24
MCE6					
Operator 301T-400T	Level 1	\$35.24	\$8.81	\$44.05	\$65.16
	Level 2	\$37.01	\$9.25	\$46.26	\$68.39
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$73.46

Column A	Column B	Column C	Column D	Column E	Column F
MCE7 Operator >401T	Level 1	\$36.14	\$9.03	\$45.17	\$66.71
	Level 2	\$37.95	\$9.48	\$47.43	\$69.99
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$75.06

Nightshift Labour Rates at Commencement

Column A	Column B	Column C	Column D	Column E	Column F
Employee Category	Skill Level	Ordinary Hourly Rate	Casual Loading (25%)	Ordinary Hourly Rate (inc 25% casual loading)	Flat Rate
MCE1 Dogman Operator <20T	Level 1	\$34.87	\$8.71	\$43.58	\$62.35
	Level 2	\$36.62	\$9.15	\$45.77	\$65.42
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$70.50
MCE2 Rigger Level A Operator 21T- 60T	Level 1	\$35.92	\$8.98	\$44.90	\$64.16
	Level 2	\$37.70	\$9.42	\$47.12	\$67.32
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$72.39
MCE3 Rigger Level B Operator 61T- 100T	Level 1	\$36.94	\$9.23	\$46.17	\$67.41
	Level 2	\$38.78	\$9.69	\$48.47	\$70.74
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$75.82
MCE4 Rigger Level C Operator 101T- 200T	Level 1	\$37.94	\$9.48	\$47.42	\$69.42
	Level 2	\$39.83	\$9.95	\$49.78	\$72.84
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$77.92
MCE5 Operator 201T- 300T	Level 1	\$39.75	\$9.93	\$49.68	\$72.55
	Level 2	\$41.74	\$10.43	\$52.17	\$76.12
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$81.20
MCE6 Operator 301T- 400T	Level 1	\$40.53	\$10.13	\$50.66	\$73.87
	Level 2	\$42.56	\$10.64	\$53.20	\$77.51
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$82.59

Column A	Column B	Column C	Column D	Column E	Column F
MCE7 Operator >401T Employee Category	Level 1	\$41.56	\$10.39	\$51.95	\$75.72
	Level 2	\$43.64	\$10.91	\$54.55	\$79.46
	CORE	Level 2 plus Flat rate Core Crew Allowance as per Clause 12.36			\$84.53