

15.11.4 The employee has had a reasonable opportunity to recover the lost competency, skills or qualifications including the observance of any statutory requirements such as rehabilitation.

15.11.5 The employee and the Union on their behalf have been consulted and also given the opportunity to raise a grievance in accordance with Schedule 1 of this Agreement. In the latter circumstances, the redeployment and any proposed regrading shall not take effect until the matter has been determined in accordance with Schedule 1.

16. ALLOCATION AND WORKING ARRANGEMENTS

16.1 The Company will at all times be able to roster and allocate any employee individually in a flexible manner in accordance with the arrangements in this Agreement.

16.2 Employees shall work in accordance with the arrangements detailed in the following sub-sections and the roster and related rules in Schedule 4 or arrangements in Schedule 5 of this Agreement, as applicable. As noted in sub-clause 6.15 of this Agreement, when work volumes indicate, the roster and related rules in Schedule 5 of this Agreement shall apply.

16.3 Normal working shifts shall be 8 hours in duration.

16.4 Employees shall be responsible for ascertaining when they are next required for work. The Company will provide a facility for that to occur, which will include SMS and/or e-mail advice.

16.5 For Brisbane, notification of work requirements for the following day will be available before 1500 Monday to Friday. Notification of work requirements for weekend shifts (commencing with day shift Saturday, through to first shift Monday (night shift) will be available before 1500 on Friday. Where a public holiday falls on a Friday or Monday, allocation for the long weekend will be done on the day prior to long weekend, consistent with the above. Where a public holiday falls on another weekday, allocation will include the day after the holiday as well as the holiday.

16.6 For Sydney, the allocation times above will be adjusted to 1400 to reflect the intended earlier shift start times at that Terminal.

- 16.7 The Parties recognise that emergent circumstances may at times impact on the Company's ability to meet this timing, and the Company will consult with the Union and employees where it anticipates that this may be an issue.
- 16.8 In the event of an employee failing to report for duty, other employees shall still immediately commence and continue work pending a replacement employee being sourced or, if necessary, an adjustment made to the work program.
- 16.9 The Company may contact employees who have been allocated to a day off (other than a scratch day) on short notice to provide additional labour on a voluntary basis, provided no employee will be contacted between 2230 hours and 0500 hours. Notification of employees shall be performed by employees identified in Clause 15.8. Late call-in's that are accepted will be paid for the shift from the commencement time of the shift. The Parties agree to monitor usage of the above arrangements and address any issues that may arise.
- 16.10 The following table sets out shift start times, early shift start times and extension arrangements for each port:

BRISBANE	Day shift	Evening shift	Night shift
Normal shift start times	0700	1500	2300
Early shift start times	0600	1300, 1400	2200
Late shift start times	0800,0900	1600, 1700	2400
Early start for lashers	0500 (Phase 1 only), 0600	1300, 1400	2200
End of shift extension	1, 2, hrs as required 3rd and 4th hour volunteers only	1, 2, hrs as required 3rd and 4th hour volunteers only	1 hr to finish a vessel
Latest finish (including extension)		0100, or 0200 to finish a vessel	

SYDNEY	Day shift	Evening shift	Night shift
Normal shift start times	0600	1400	2200
Early shift start times	Nil	1200, 1300	2100
Late shift start times	0700	1500,(1600 in Phase 1 only)	2300
Early shift start times for lashers	0500	1200, 1300	2100
End of shift extension	1, 2 hrs as required 3rd and 4th hour volunteers only	1, 2 hrs as required 3rd and 4th hour volunteers only	1 hr to finish a vessel
Latest finish (including extension)		0100, or 0200 to finish a vessel	

- 16.11 The minimum break between worked shifts shall be 8 hours. Where an evening shift is extended past the normal finishing time for that shift, the minimum break shall be 10 hours. If an employee who has been extended on evening shift has been previously allocated to the following day shift, the Company will advise the employee whether they are required to report for work on the day shift 10 hours after work has ceased on the evening shift, or whether the allocation to day shift has been cancelled.
- 16.12 Advice of altered shift times and any required early starts will be provided at allocation time.
- 16.13 The Union and employees guarantee to provide sufficient employees to conduct all operations when required by the Company, subject to arrangements for pre-approved leave and for public holidays as set out in this Agreement.
- 16.14 Employees shall be entitled to one break of 45 minutes in any shift where work exceeds five hours. This break may be staggered between employees to ensure continuity of operations and may be advanced or retarded by up to 45 minutes by agreement on the job.

16.15 The following standard rest periods shall apply for shifts and extensions thereto:

Shift Length (including extension)	Break
8 hours	1 x 45 minute break
9- 10 hours	1 x 45 minute break plus 1 x 15 minute break
11- 12 hours	1 x 45 minute break plus 1 x 30 minute break

16.16 Variation to the configuration and timing of the breaks on extended shifts may be agreed between the Company and employees on the job.

16.17 Where an employee is unable to attend work for an allocated shift, they should notify the Company as soon as practical so that a replacement can be sourced if required and disruption to work is minimised.

16.18 If the Company is not notified of an employee's inability to attend for work before the commencement of the shift, the absence will be treated as a "Fail To Report" (FTR) and will be dealt with under the Company's absence management procedure.

17. OVERTIME

17.1 Overtime will be worked and paid in accordance with this clause.

17.2 Employees may be required to work a reasonable amount of overtime to meet operational requirements. Where an employee is required to work an extension and is unable to fulfil that extended shift due to personal commitments, they will not be forced to work more than the hours allocated the day prior, provided that sufficient personnel and/ or skills are available to complete the planned work or alternatively, the task can be completed within the proposed extension by the employees available. Advice of non-availability is to be given at the toolbox meeting at the commencement of the shift.

17.3 Employees allocated as lashers/unlashers, or as part of a ship gang required to commence unlashng prior to the ship gang commencing work may be required to commence such work 1 or 2 hours before the commencement of the allocated shift time in accordance with the tables in clause 16.10.

17.4 Additionally, end of shift extensions may also be worked in accordance with the table in clause 16.10.