



UGL CO2 GREENFIELDS PROJECT AGREEMENT 2025

TABLE OF CONTENTS

SECTION 1: PRELIMINARY	3
1. TITLE.....	3
2. PARTIES AND PERSONS BOUND	3
3. APPLICATION OF AGREEMENT	3
4. NO EXTRA CLAIMS	3
5. PERIOD OF OPERATION	3
6. DEFINITIONS	4
7. ISSUE RESOLUTION PROCEDURE.....	6
8. PROTECTIVE CLOTHING AND EQUIPMENT	8
9. DELEGATES RIGHTS	8
SECTION 2: INCOME.....	8
10. WAGE RATES	8
11. SITE ALLOWANCE	12
12. LEADING HANDS	12
13. FIRST AID ALLOWANCE.....	13
14. SPECIAL ALLOWANCES	13
15. INCOME PROTECTION INSURANCE	13
16. SUPERANNUATION	14
SECTION 3: WORKING HOURS	14
17. HOURS OF WORK AND ROSTER ARRANGEMENTS.....	14
18. ROSTERED DAYS OFF	15
19. WORKING ADDITIONAL OVERTIME	16
20. WITHDRAWAL OF OVERTIME	16
21. OVERTIME PAYMENTS	16
22. RECALLS	17
23. STANDBY	17
24. TEN HOUR BREAK.....	17
25. SHIFT WORK	18
26. ANNUAL LEAVE	19
27. PERSONAL LEAVE	20
28. PUBLIC HOLIDAYS.....	22
29. COMPASSIONATE LEAVE	22
30. COMMUNITY SERVICE LEAVE	23
31. FAMILY AND DOMESTIC VIOLENCE LEAVE	24
32. PARENTAL LEAVE	26
33. CONTRACT OF SERVICE	26
34. SEVERANCE/REDUNDANCY.....	28
35. PAYMENT OF WAGES	29
36. TRAINING	29
37. CYCLONE PROCEDURE	29
38. DISTANT WORKERS	30
SECTION 4: ADMINISTRATION MATTERS	30
39. SITE SECURITY	30
40. INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	30
SECTION 5: SIGNATURES.....	32
APPENDIX 1: CLASSIFICATION STRUCTURE	36
APPENDIX 2: SPECIAL ALLOWANCES.....	40
APPENDIX 3: DISTANT WORK PROVISIONS	43
APPENDIX 4: CONSULTATION REGARDING MAJOR WORKPLACE CHANGE	46

SECTION 1: PRELIMINARY

1. TITLE

This Agreement shall be called the UGL CO2 Greenfields Project Agreement 2025 (**Agreement**).

2. PARTIES AND PERSONS BOUND

This Agreement shall be binding upon:

- UGL Engineering Pty Ltd (ABN 96 096 365 972) “**Company**”; and
- Employees of the Company employed in the classifications set out in Clause 10 of this Agreement and performing work falling within the Application of this Agreement set out in clause 3; and
- the Unions signatory to this Agreement.

3. APPLICATION OF AGREEMENT

- (1) This Agreement shall apply to the Chevron onshore above ground CO2 Pressure Management Projects at Barrow Island, Western Australia, including:
 - (a) Installation and tie in;
 - (b) commissioning and start up; and
 - (c) punch list/corrective work,(the **Project**).
- (2) Provided that, the Agreement shall not apply to:
 - (a) major construction works at Chevron Barrow Island, Western Australia;
 - (b) maintenance, preparatory works, minor works, shut down and associated work undertaken outside of the CO2 Pressure Management Projects.

4. NO EXTRA CLAIMS

- (1) This Agreement is made in full and final settlement of all claims in relation to work covered by this Agreement and the Parties and Persons Bound shall not make any further claims for the period of operation of this Agreement.
- (2) The provisions of the *Construction Industry Portable Paid Long Service Leave Act 1985* (WA), the *Work Health and Safety Act 2020* (WA) and other relevant safety legislation (the **Acts**) as amended from time to time, shall have full effect and nothing in this Agreement shall operate to affect, vary, or exclude the operation of the Acts insofar as they apply to work covered by this Agreement.

5. PERIOD OF OPERATION

This Agreement shall commence operation seven days after the Company receives approval from the Fair Work Commission (the **FWC**).

The nominal expiry date of this Agreement shall be four (4) years from the date of its approval by the FWC. However, this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the *Fair Work Act 2009* (Cth) (**FW Act**).

It is the intention of the parties to commence negotiations for a replacement agreement three (3) months prior to the nominal expiry date of this Agreement.

While this Agreement operates, no modern award or other form of industrial instrument applies to the employment of Employees to whom this Agreement applies, except where specified.

No provision of the NES is displaced by this Agreement, other than to the extent permitted under the NES. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared to the NES.

6. DEFINITIONS

Term	Means
Additional Overtime	Additional overtime hours that Employee's may be directed to work that are in excess of the overtime hours included in the Project Working Hours.
All Purpose Allowance	Any all-purpose allowance that should be added to the Employee's Ordinary Hourly Rate.
All Purpose Hourly Rate	Includes: <ul style="list-style-type: none"> the Employee's Ordinary Hourly Rate; and any All Purpose Allowance applicable to the Employee and the work that they perform. This rate is the applicable rate to calculate overtime, shift premiums, casual rates and all approved paid leave entitlements.
Commencement	The day this Agreement commences operation which will be seven days (7) after the Company receives notice of the approval from the FWC.
Company Close Down	A period during which the Company decides to suspend work on the Site for all or a majority of the workforce and for which the Company grants annual leave where sufficient leave is available.
Continuous Service	Service with the Company as one continuous or non-interrupted basis. Industrial action, unauthorised absences and authorised unpaid leave (except where specified otherwise) do not break the period of continuous service, but do not count as service when calculating that part which is continuous.
Continuous Shift Worker	An Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.
Current Place of Residence	The Employee's place of residence whilst they are engaged on work on the Project, e.g., Butler Park Accommodation Village.
Demobilisation	A Distant Worker's return journey to the location of their initial engagement following their termination on the Project.

Term	Means
Distant Worker	An Employee who is engaged or selected or advised by the Company to proceed from their Usual Place of Residence within Australia to construction work on the Project and the Employee does so and that work is at such a distance that the Employee cannot return to their Usual Place of Residence each night.
FW Act	means the <i>Fair Work Act 2009</i> (Cth) as amended or replaced.
Flat Allowance	Flat allowances may be expressed as hourly, daily or weekly amounts. They are a set flat amount and are not included for calculating the All Purpose Hourly Rate, overtime or shift premiums.
FRC	Fire Retardant Clothing.
Ordinary Hourly Rate	Means the rates specified in clause 10 of this Agreement.
Mobilisation	A Distant Worker's initial forward journey when proceeding to work at the Project after engagement.
Ordinary Hours	An average thirty-six (36) hours per week, worked between the hours of 6.00am and 6.00pm, Monday to Friday each week or worked at other times outside of these hours in the case of shift Employees. Ordinary Hours plus RDO accrual hours are worked by Employees each day prior to qualifying for payment of overtime penalties.
Point of Hire	The closest named airport to the Employee's Usual Place of Residence as stipulated in the statement required under Appendix 3 (3). See Appendix 3 (18) for schedule of airports.
Project Working Hours	Working hours as defined in clause 0 of this Agreement including the Ordinary Hours, RDO Accrual Hours and Regular Scheduled Overtime.
RDO	Rostered Day Off.
Regular Scheduled Overtime	The overtime worked by Employees each day as part of the Project Working Hours.
R&R or Rest and Recreation Leave	The leave, granted to an Employee in accordance with subclause (11) of Appendix of this Agreement.
Site	Means the Chevron CO2 Projects at Barrow Island.
Shift Work	Any arrangement of Project Working Hours where the majority of the Ordinary Hours are worked outside of the spread of hours 6.00am – 6.00pm Monday to Friday and when Employees are working as such.

Term	Means
Unions	Means the union organisations that are signatory to this Agreement, namely: <ul style="list-style-type: none"> • Automotive, Food, Metals, Engineering, Printing and Kindred Industries (AMWU); • Communications, Electrical, Electronic, Information, Postal, Plumbing and Allied Services Union of Australia (ETU); and • Construction, Forestry and Maritime Employees Union (CFMEU).
Usual Place of Residence	The Employee's place of residence at which they would usually reside and to which they cannot return to each night because they have proceeded to work on the Project at the direction of the Company.
Work Cycle	Means a roster cycle made up of an on duty period and a period of R&R. For example, a three (3) week cycle of which fifteen (15) days will be worked and six (6) days will be R&R (including mobilisation and demobilisation days). The cycle may be varied through consultation with Employees.
WPI	Means the Seasonally Adjusted Wage Price Index using the most recent March quarter to the corresponding quarter of the previous year percentage change; based on total hourly rates of pay excluding bonuses for Australia as first reported by the Australian Bureau of Statistics (ABS).

7. ISSUE RESOLUTION PROCEDURE

- (1) The procedures in this clause shall apply to all employee disputes, grievances or matters which affect or which may affect the performance of work unless the Company and the Employee/s concerned or their representatives agree in writing that the issue is not one to which the procedures (or any of them) apply and excepting issues concerning the termination of an employee's employment. The procedures in this clause shall also apply to disputes in relation to the National Employment Standards (**NES**).
- (2) An Employee may elect to have a representative of the employee's choice at any stage of the grievance management procedure.
- (3) The agreed procedure is detailed below:

Stage 1: If an employee wishes to raise an issue, the employee will initially confer with their immediate supervisor who will take reasonable steps to resolve it.

Stage 2: If the issue is not satisfactorily resolved (or it is inappropriate for the employee to raise it with the supervisor), the employee is entitled to raise the issue with their superintendent who will take all reasonable steps to resolve it.

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 Company nominated representative. The issue 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.
- (4) Sensible time limits must be allowed for completion of the various stages of discussion. However, the participants must co-operate to ensure that the procedures in this clause are carried out as quickly as reasonably possible.

REFERENCE TO THE FWC

- (5) Where the above procedures have been complied with but do not resolve the dispute, either the Company or the employee/s involved may refer the dispute to the FWC under the FW Act.
- (6) Where a dispute is referred to the FWC it may, unless satisfied that it would not assist the resolution of the dispute, endeavour to resolve the dispute by conciliation.
- (7) In conciliation:
 - (a) The FWC may confer with the participants and/or their representatives separately and/or together and may arrange for the participants and/or their representatives to confer among themselves at conferences at which it is not present;
 - (b) Where, and to the extent that the Company and employee/s concerned agree, the FWC may issue a recommendation.
- (8) Either party may refer the dispute to the FWC to arbitrate the matter or matters in dispute. Provided that before it may arbitrate the matter or matters in dispute the Company, the employee/s concerned, and their representatives must agree to implement or abide by the outcome of the arbitration.
- (9) In any arbitration the FWC may, (unless the Company and employee/s concerned have at any time agreed otherwise), have regard to anything said or done in the conciliation process.
- (10) Otherwise, where the dispute is arbitrated, the FWC exercises the powers contained in Division 3, Part 5.1, Chapter 5 of the FW Act.
- (11) Where the FWC is empowered to make a recommendation or to arbitrate the matter, it may request information and submissions in writing in accordance with the Act and may issue a recommendation or decision based on that written material.
- (12) Where the FWC is empowered to arbitrate the matter, the decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to the Full Bench of the FWC.
- (13) The Company and employee/s concerned may be represented in any the FWC proceedings.
- (14) The FWC may dismiss a matter at any time if it forms a view that:
 - (a) the matter is trivial or frivolous;
 - (b) the matter is incapable of resolution within a timeframe it considers reasonable, or
 - (c) the person who referred the matter to the FWC is acting unreasonably in failing to resolve the dispute.
- (15) Whilst the procedures in this clause are being followed, each employee:
 - (a) must continue to work in accordance with this Agreement and their contract/s of employment, unless that employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) must comply with any reasonable direction given by the Company to perform other available work, either at the same workplace or at another workplace.
- (16) Whilst the procedures set out in this clause are being followed, the Company, the employee/s concerned, and their Union representatives must be committed to avoiding stoppages of work, lockouts or other bans or limitations on the performance of work and the Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.
- (17) Any outcome reached by the parties, or recommendation, decisions or determinations arising from FWC proceedings cannot be inconsistent with legislative provisions and must not vary the terms and conditions contained in this Agreement or change the intent and/or the benefits contained within this Agreement.

8. PROTECTIVE CLOTHING AND EQUIPMENT

- (1) The Company will issue to each Employee (other than a casual), upon Commencement on the Project, the following protective clothing, equipment, and footwear:
 - (a) One (1) pair of approved safety footwear. Where an Employee purchases their own safety footwear that meets the approved safety standards, the Company will reimburse the cost of the purchase up to \$150 on production of a valid tax invoice;
 - (b) Three (3) pairs of standard-issue FRC long pants and five (5) standard-issue FRC long sleeve shirts or alternatively, five (5) pairs of FRC long sleeve overalls (Employee choice);
 - (c) One (1) safety helmet;
 - (d) One (1) pair of approved safety glasses (either tinted or non-tinted Employee choice). Employees with prescription glasses will be issued with mono-goggles or prescription safety glasses (Employee choice);
 - (e) The Company will also make available:
 - sunscreen (SPF 50+) for personnel engaged in outside work;
 - hearing protection; and
 - gloves.
- (2) Consistent with the instructions provided during the Site orientation and induction process, protective clothing and equipment must be worn correctly at all times and helmets must not be painted, drilled, or modified in any way.
- (3) Re-issue or reimbursement of the specified clothing shall be on the basis of fair wear and tear provided the worn out item is produced for replacement.
- (4) Employees who are engaged on the Site between 1 April and 31 August in any year shall be entitled to a one-off issue of a good quality FRC work jacket.

9. DELEGATES RIGHTS

Employees who are elected or nominated workplace delegates will be entitled to the delegates rights provisions of the *Manufacturing and Associated Industries and Occupations Award 2020* and the *Electrical, Electronic and Communications Contracting Award 2020* as applicable to the Employee and as varied from time to time.

SECTION 2: INCOME

10. WAGE RATES

WAGES AND CLASSIFICATION STRUCTURE

The classification structure in this Agreement is set out below. Indicative tasks undertaken by various levels within the classification structure is described in detail in Appendix 1 of this Agreement. Civil/Structural classifications are described in Appendix 1 of this Agreement:

Employees must be prepared to perform all tasks as required of their classification level or any lower level for which they have the required skills and competence provided that the intention of this provision is not to promote the de-skilling of classifications, but to recognise and make use of the full range of skills and competence held by the workforce.

Employees covered by this Agreement shall be classified at a level as specified by this clause and Appendix 1 based on their skills, qualifications, experience, competency, and training provided that the Company has the need for such skill and competence. Each Employee's classification level will be specified in their

letter of appointment. Employees may be required to carry out work either individually or as part of a work group. Employees are responsible for carrying out work in a safe manner and for the quality of their work. Employees at all levels shall carry out all duties which are:

- (a) incidental or peripheral or ancillary to their main tasks or functions, and/or
- (b) within their skill, competence, and training, and/or
- (c) routine functions.

An Employee, engaged in writing, for more than two hours, during one day on duties carrying a higher rate than the Employee's ordinary classification, shall be paid the higher rate for the whole day. Otherwise, the Employee shall be paid the higher rate for the time so worked.

WAGE INCREASES

- (1) From the first full pay period after 1 December 2025 – 1.6%
- (2) From the first full pay period after 1 December 20256 – 1.4%
- (3) From the first full pay period after 1 December 2027 and 1 December 2028, the hourly rates of pay and allowances will increase by the higher of:
 - a. 2.5%; or
 - b. the applicable Wage Price Index (WPI) as defined in clause 4 – Definitions of this Agreement.

Except for column 1 below these rates will apply from the commencement of the first pay period on or after the increase dates.

WAGES RATES

The following rates of pay are the **Ordinary Hourly Rates** payable to Employees for working Ordinary Hours under the classifications described.

CIVIL/STRUCTURAL

Level	On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
CW1	45.45	46.18	46.82
CW2	47.23	47.99	48.66
CW3	49.19	49.98	50.68
CW4	50.67	51.48	52.20
CW5	52.15	52.98	53.73
CW6	53.62	54.48	55.24

TRADE & TECHNICAL CLASSIFICATIONS

Classifications	On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
Extra Low Voltage Installer/ Communication Technician	47.23	47.99	48.66
Welder Pipe Fitter Tube Fitter Boilermaker Mechanical Fitter Carpenter Painter Refractory Tradesperson Sheetmetal Worker (1st class) Sprinkler Plumber Communications Tradesperson Tradesperson-other	49.19	49.98	50.68
Electrical Fitter Electrical Installer Electrical Mechanic Licensed Plumber /Tube Fitter Welder Special Class Mechanical Tradesperson Special Class	51.65	52.48	53.21
Non Destructive Testing Technical Officer (or Non Destructive Technician Level 3 as defined by AS 3998-19992) Electrician Special Class* Instrument Electrical Grade 1* Instrument Tradesperson Instrument and Controls Tradesperson	54.11	54.98	55.75
Electronics Tradesperson*	56.57	57.48	58.28

* see descriptors Appendix 1

CRANE CLASSIFICATIONS

Classifications	On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
Mobile Crane Driver (Hiab)	45.45	46.18	46.82
Mobile Crane operator - mobile cranes with lifting capacity up to and including 15 tonnes	50.67	51.48	52.20
Mobile Crane Operator - mobile crane with a lifting capacity in excess of 15 tonnes and up to and including 100 tonnes	52.15	52.98	53.73
Mobile Crane Operator - mobile crane with a lifting capacity in excess of 100 tonnes and up to and including 180 tonnes	53.62	54.48	55.24
Mobile crane operator- mobile crane with a lifting capacity in excess of 180 tonnes and up to and including 260 tonnes	55.10	55.98	56.77
Tower crane operator	55.10	55.98	56.77
Operates a crane with lifting capacity in excess of 260 tonnes	56.57	57.48	58.28

PROVISION OF TOOLS

- (4) The Company shall provide for the use of Employees all necessary tools, special purpose tools and precision measuring instruments required for the performance of their position under this Agreement.

APPRENTICES GENERAL

- (5) All Parties and Persons bound by the Agreement encourage the engagement of Apprentices on the Project. In general, it is agreed that an apprentice must be in at least their third or fourth year, or otherwise have sufficient industry experience, to be engaged to work safely on the Site.
- (6) The Company will, if practicable, provide work opportunities to apprentices employed by it or through a group training organisation.

APPRENTICES WAGE RATES

- (7) Apprentices shall be paid the applicable percentage of the CW3 wage rate as set out below:

Four Year Term	% of CW3 Wage Rate
First Year	45
Second Year	55
Third Year	75
Fourth Year	90
Three and a Half Year Term	
First six months	45
Next Year	55
Next Year	75
Final Year	90
Three Year Term	
First Year	55
Second Year	75
Third Year	90

- (8) Adult apprentices (over 21 years of age) shall be paid a wage not less than the Ordinary Hourly Rate prescribed for an Employee classified as CW1.

11. SITE ALLOWANCE

- (1) A site allowance (Flat Hourly Allowance) of \$5.40/hr shall be paid to each Employee on the Project bound by this Agreement whilst on Site, to cover all disabilities and special circumstances associated with working on the Project and living at the Current Place of Residence.

12. LEADING HANDS

- (1) In addition to the appropriate Ordinary Hourly Rate prescribed in Clause 10 of this Agreement a leading hand appointed in writing as such by the Company, shall be paid one of the following weekly All Purpose Allowances in accordance with the table below:

If placed in charge of	On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
Up to three other employees	33.60	34.14	34.62
Three and not more than seven other employees	71.00	72.14	73.15
More than seven other employees	117.15	119.02	120.69

- (2) A rigger or scaffolder with an advanced certificate of competency shall be deemed to be a leading hand placed in charge of up to three (3) other Employees and paid as such in recognition of the requirement for them to supervise the work of up to three (3) other Employees on scaffolding or rigging activities as and when required by the Company.
- (3) A rigger or scaffolder with an advanced certificate of competency may qualify for payment of a higher leading hand allowance, if they are appointed in writing as such by the Company, to be in charge of more than three (3) other Employees, but they shall then not receive payment of the allowance contained at subclause (1) of this clause. In other words, there shall be no double counting of the allowances contained within this clause - only the highest applicable allowance shall be paid.

13. FIRST AID ALLOWANCE

An Employee who holds appropriate first aid qualifications approved by the Company and is appointed in writing by the Company to perform first aid duties in addition to their usual duties, shall be paid a daily flat allowance in accordance with the table below for each day worked:

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
4.68	4.75	4.82

14. SPECIAL ALLOWANCES

Where relevant, an Employee shall be paid the special allowance applicable to the work being performed by them as specified in Appendix 2 - Special Allowances of this Agreement.

15. INCOME PROTECTION INSURANCE

- (1) The Company will provide at no cost to the Employee, income protection insurance for the duration of their time on the Project in accordance with the Company's existing practices and policies on this issue and as set out below:
 - (a) cover for 100% of an Employee's average earnings up to a weekly maximum of the values shown in the table below, whichever is less, for 104 weeks, applying to personal injury or sickness (other than illnesses or injuries not normally covered by the Company's insurance policy).

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
2,692	2,735	2,773

- (b) an excess (waiting) period of 14 days (except sporting injuries – 28 days) applying to personal injury or sickness;
 - (c) cover for casual Employees with greater than one (1) week's continuous employment under the Agreement; and
 - (d) the general insurance code of practice shall apply, including operation of a claims review panel run by the Australian Financial Complaints Authority (**AFCA**).
- (2) The cost to the Company shall not exceed 1.8% (plus GST) of Employees' gross earnings.
- (3) Where an Employee is in receipt of income protection insurance payments they shall not be entitled to any other payments under this Agreement.

- (4) The Company will ensure that the above income protection for Employees who fall under:
 - (a) electrical and plumbing classifications and associated trades assistants with those trades, is taken out through Protect; and
 - (b) all other classifications is taken out through WageGuard.

16. SUPERANNUATION

- (1) The Company will make superannuation contributions in accordance with the *Superannuation Guarantee Charge Act 1992* (Cth) into a superannuation fund nominated by the Employee, in accordance with the ordinary hours of work established by this Agreement. The Company must make superannuation contributions on behalf of the Employee to an eligible choice fund as nominated by the Employee or, if you the Employee does not make a choice, the relevant stapled fund identified to the Company by the ATO. If the Employee does not choose a fund and does not have a stapled fund, the Company will make the contributions to the Company's default fund, in accordance with Federal superannuation legislation.

SECTION 3: WORKING HOURS

17. HOURS OF WORK AND ROSTER ARRANGEMENTS

- (1) Ordinary Hours for an Employee comprise thirty-six (36) hours per week averaged over a defined Work Cycle and, except in the case of shift Employees, are to be worked Monday to Friday between 6.00am and 6.00pm as required by the Company. Such Ordinary Hours are the specified hours under each Employee's terms of employment by reference to which annual leave and personal/carer's leave accrue.
- (2) Employees shall work standard Project Working Hours Monday to Sunday inclusive, per Work Cycle, as determined by the applicable roster.
- (3) Project Working Hours consist of Ordinary Hours, RDO accrual hours and regular scheduled Overtime. An Employee may be required to work reasonable Additional Overtime as required by the Company and as set out in clause 19 of this Agreement.
- (4) Except as provided in clause 20 of this Agreement, an Employee's Regular Scheduled Overtime shall be paid to them provided they are ready, willing, and available to work the Regular Scheduled Overtime.
- (5) The meal break and rest period shall be scheduled each day so that Project Working Hours for each day are divided into three (3) approximately equal work periods.
- (6) The Company may stagger the time of taking meal and rest breaks to meet operational requirements.
- (7) The Company will determine the actual method of working Project Working Hours which best suit operational requirements.
- (8) Where the Company wishes to vary the method of working Project Working Hours, they shall seek the agreement of the Employees involved. Failing agreement, the Company shall give those Employees one (1) weeks' notice of the change.
- (9) An Employee's Project Working Hours shall start at the Employee's prestart and finish at the end of the shift.

(10) The current rostered Project Working Hours for the Project are:

15 / 6 Roster	15 days on / 6 days off (including mobilisation and demobilisation days) 166.5 Hours on Duty consisting of: <ul style="list-style-type: none">• Mobilisation Shift - 6 hours paid• 13 x 12 hour days (156 hours)• Demobilisation Shift – 4.5 hours paid
15 / 13 Roster	15 days on / 13 days off (including mobilisation and demobilisation days) 166.5 Hours on Duty consisting of: <ul style="list-style-type: none">• Mobilisation Shift - 6 hours paid• 13 x 12 hour days (156 hours)• Demobilisation Shift – 4.5 hours paid

- (11) Whilst acknowledging that the Company does not control flight schedules, the Company will, where possible, ensure that the Employee works 166.5 hours each Work Cycle.
- (12) The Company will determine the Roster offered to Employees on commencement of employment on the Project. Requests to change roster will be subject to Company approval based on operational requirements.
- (13) The Company may implement a new roster pattern or shift duration following consultation with Employees as provided in Appendix 4, and by giving at least four (4) weeks' notice or a shorter period as agreed with the Employees.

MEAL BREAK – DAY WORK

- (14) The Ordinary Hours of work shall be consecutive except for an unpaid meal break which shall not exceed one (1) half-hour, except in the case of Employees working a 12 hour roster where the meal break shall be paid.
- (15) When an Employee is required for duty during their usual meal break and the meal break is thereby postponed for more than half an hour, the Employee shall be paid at overtime rates in accordance with clause 21 until the meal break is taken.
- (16) An Employee shall not be required to work more than six (6) hours without a break.

REST PERIODS – DAY WORK

- (17) The Company shall structure the Project Working Hours to include one (1) half-hour rest break to be taken without deduction of pay by Employees working the Project Working Hours on any day, Monday to Friday.

18. ROSTERED DAYS OFF

- (1) Subject to the roster, Project Working Hours will be arranged on a system which provides for an Employee to accrue one RDO per fortnight. This will be done by the Employee working eight (8) hours each day Monday to Friday, being paid seven and one-fifth (7.2) Ordinary Hours pay and accruing four-fifths (0.8) of an hour towards an RDO.
- (2) RDO's shall be taken during an Employee's Rest & Recreation Leave.

- (3) At the time of termination, all untaken RDO accrual hours shall be paid to the Employee at their Ordinary Hourly Rate.

19. WORKING ADDITIONAL OVERTIME

- (1) The Company may offer Additional Overtime to an Employee.
- (2) No Employee covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of reasonable Additional Overtime (including a claim for “one in all in” overtime).

20. WITHDRAWAL OF OVERTIME

- (1) The Company may withdraw Regular Scheduled Overtime on any day where the Employee(s) concerned have been stood down because they cannot be usefully employed because of any strike or any breakdown in machinery or any stoppage of work by any cause for which the Company cannot be reasonably held responsible.
- (2) The Company may withdraw Additional Overtime (that is planned overtime that is over and above Project Working Hours) if it has good reason for wanting to withdraw the overtime and subject to the following notice requirements:

(a) If withdrawing Additional Overtime on any day Monday to Friday inclusive:	The Company shall give a minimum of one (2) hours’ notice to the Employees concerned during the Project Working Hours on the day concerned or at the commencement of the Additional Overtime.
(b) If withdrawing Additional Overtime on a Saturday, Sunday or day prescribed as a Public Holiday under this Agreement:	<p>The Company shall give to the Employees concerned a minimum of two (2) hours’ notice either:</p> <ul style="list-style-type: none">• During the Project Working Hours occurring on any day prior to the overtime; or• At the commencement of the Additional Overtime.

- (3) The Company may withdraw Additional Overtime without notice in the case of any industrial action which affects the work being undertaken by the Company. Industrial action shall include strikes, bans, limitations or any other form of industrial restriction.

21. OVERTIME PAYMENTS

- (1) Subject to the provisions of this subclause, all work performed outside of the Ordinary Hours and time worked to accrue an RDO on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (2) Work performed on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (3) Work performed on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.
- (4) Work performed on any day prescribed as a public holiday under this Agreement shall be paid for at the rate of double time and a half except when another day is substituted in accordance Clause 28 – Public Holidays of this Agreement.
- (5) An Employee who works on a Saturday, Sunday or public holiday shall be paid for at least two (2) hours at the appropriate overtime rate except as provided in subclause (6) of this clause.

- (6) In computing overtime each day shall stand alone, but when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.
- (7) Except for shift loading, the provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a public holiday, prescribed under this Agreement for any work.

OVERTIME CRIB BREAKS

- (8) When an Employee is required to work Additional Overtime after completion of the Project Working Hours and more than 10 working hours on any day, they shall be entitled to a crib break of twenty (20) minutes in duration.
- (9) The crib break shall be taken at the completion of 10 working hours and shall be paid for at the Ordinary Hourly Rate.
- (10) During the period of Additional Overtime, the Employee shall be entitled to a further crib break of twenty (20) minutes duration after each four (4) hours of continuous work. The second and subsequent crib breaks shall be without deduction of pay.
- (11) The Company may vary the provisions of subclause (8), (9) and (10) of this clause to suit the circumstances of the work in hand by paying each Employee concerned an additional twenty (20) minutes at Ordinary Hourly Rate in lieu of the crib break.

OVERTIME BREAKS – SATURDAY, SUNDAY, AND PUBLIC HOLIDAYS

- (12) An Employee who works six (6) hours on a Saturday, Sunday or public holiday shall be entitled to a rest break of a half-hour to be taken without deduction of pay.
- (13) If the overtime on a Saturday, Sunday or public holiday continues beyond six (6) hours and up to ten (10) hours an Employee shall be entitled to a half-hour crib break which shall be paid for at Ordinary Hourly Rate.
- (14) The rest break prescribed at subclause (12) and the crib break prescribed at subclause (13) of this clause shall be taken at a time agreed between the Company and the Employee concerned.

22. RECALLS

- (1) When an Employee is recalled to work after leaving the Site after completing the daily Project Working Hours:
 - (a) the Employee shall be paid for at least three (3) hours at overtime rates;
 - (b) time reasonably spent in getting to and from work shall be counted as time worked; and
 - (c) the Company may require the recalled Employee to carry out additional duties beyond the initial reason for the recall.

23. STANDBY

When an Employee is instructed by the Company to hold in readiness at the Employee's Place of Residence or other agreed place of residence for a call to work after completing the Project Working Hours, the Employee shall be paid at All Purpose Hourly Rate for the time so held in readiness.

24. TEN HOUR BREAK

- (1) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an Employee has at least ten (10) consecutive hours off duty between the work of successive days.

- (2) An Employee who works so much Additional Overtime between the completion of the Project Working Hours worked on one day and the commencement of the Project Working Hours on the next day that the Employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for Project Working Hours occurring during such absence.
- (3) If, on the instructions of the Company, an Employee resumes or continues work without having had ten (10) consecutive hours off duty, the Employee shall be paid at double time rates until the Employee is released from duty for such period and the Employee shall then be entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay for Project Working Hours occurring during such absence.
- (4) Where an Employee is called into work on a Sunday or public holiday prescribed under this Agreement preceding an ordinary working day, the Employee shall, wherever reasonably practicable, be given ten (10) consecutive hours off duty before the usual starting time on the next day. If this is not practicable, then the provisions of subclauses (2) and (3) of this clause shall apply.
- (5) The provisions of this clause shall apply in the case of shift Employees as if eight (8) hours were substituted for ten (10) hours when overtime is worked:
 - (a) for the purpose of changing shift rosters; or
 - (b) where a shift Employee does not report for duty; or
 - (c) where a shift is worked by arrangement between the Employees themselves.
- (6) Overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this clause when the actual time worked is less than three (3) hours on such recall or on subsequent recalls.

25. SHIFT WORK

- (1) Except as varied by this clause, all other aspects of Section 3 of the Agreement shall apply to the working of shift work.
- (2) The Company has the right to direct Employees to work shift work as required and the Employees shall work the shift work as directed. Shift work will be worked and paid for in accordance with this subclause.
- (3) Shift work is deemed to be any arrangement of Project Working Hours where the majority of the Ordinary Hours are worked outside of the spread of Ordinary Hours defined at clause 17 of this Agreement and when Employees are working as such.
- (4) Ordinary Hours for shift Employees will comprise thirty-six (36) hours per week averaged over a defined Work Cycle and will not commence before 5.00pm on Sunday night. Such Ordinary Hours are the specified hours under each shift Employee's terms of employment by reference to which annual leave and personal/carer's leave accrue.
- (5) Prior to the commencement of shift work, the Company shall seek the agreement of the Employees involved. Failing agreement, the Company will provide to the Employees concerned one (1) weeks' notice of the commencement of shift work and the starting and finishing times of Ordinary Hours of the shifts.
- (6) Where less than five (5) consecutive shifts are worked then Employees shall be paid at overtime rates in lieu of the shift loading prescribed at subclause (7) of this clause. The overtime rates applicable shall be paid at the rate of time and a half for the first two hours and double time thereafter. The consecutive nature of shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday, RDO or on any public holiday.
- (7) A shift Employee shall receive a flat loading of twenty-five (25) percent of their Ordinary Hourly Rate for each hour worked.

MEAL BREAK – SHIFT WORK

- (8) Employees working night shift shall be entitled to stop work for a half-hour without deduction of pay for the purpose of taking a meal break.
- (9) The Company may stagger the times for Employees to take meal breaks to meet operational requirements.

REST PERIODS – SHIFT WORK

- (10) The Company shall structure the Project Working Hours for Employees working night shift to include one (1) half-hour rest break to be taken, without deduction of pay, by Employees working the Project Working Hours on any night shift.

26. ANNUAL LEAVE

(1)

- (a) An Employee (other than a Continuous Shift Worker) is entitled to four (4) weeks of paid annual leave for each year of service. An Employee's entitlement to paid annual leave accrues progressively during a year of continuous service in accordance with the Employee's Ordinary Hours (equivalent to approximately 2.769 hours for each completed week of continuous service).

A Continuous Shift Worker is entitled to five (5) weeks of paid annual leave for each year of service. An Employee engaged on continuous shift work for part of any year shall accrue the additional thirty six (36) hours annual leave on a pro rata basis.

For the purpose of this clause, continuous service shall include, time not worked due to annual leave, paid personal leave (including sick leave and carers leave), compassionate leave, community service leave, R&R leave days, public holidays, RDO's, workers compensation to a maximum of two (2) weeks, and approved unpaid leave taken in conjunction with the R&R.

- (b) When on paid annual leave the Employee will receive:
 - (i) the Ordinary Hourly Rate they would have received under Clause 10 of this Agreement for the Ordinary Hours (up to thirty six (36) Ordinary Hours per week) they would have worked but for proceeding on annual leave;
 - (ii) any All Purpose Allowance which the Employee is normally paid for their Ordinary Hours each week; and
 - (iii) A loading of 17.5% calculated at the rate of wage prescribed in subclause (1)(b)(i) of this clause,

in respect of the period of leave.

- (2) Paid annual leave may be taken for a period agreed between the Company and the Employee and will be paid in accordance with (1)(b) of this clause. The Company must not unreasonably refuse a request by the Employee to take paid annual leave.
- (3) If a public holiday is observed on an ordinary working day during the annual leave, the annual leave is increased by one day for each public holiday.
- (4) An Employee who leaves their employment, or whose employment is terminated by the Company, shall be paid accrued but untaken annual leave as prescribed in subclause (1)(b) of this clause.

COMPANY CLOSE DOWN

(5)

- (a) The Company may close the Site or part of the Site or reduce the number of Employees at the Site so that all or most Employees take their annual leave at the same time.

- (b) The Company must give one (1) months' notice to each Employee of the arrangement in (5)(a) above.
- (c) When the Site is closed Employees must take accrued annual leave (including accrued RDOs) to which they are entitled or take unpaid leave. Employees who have exhausted their annual leave entitlement may use accrued RDOs.
- (d) If an Employee has insufficient service to have accrued leave that is equal to the leave given to other Employees, the Employee shall not be entitled to work or pay whilst other Employees are on leave in accordance with this subclause.

CASUALS EXCLUDED

- (6) The provisions of this clause shall not apply to casual Employees.

27. PERSONAL LEAVE

GENERAL CONDITIONS

- (1) An Employee is entitled to ten (10) paid days of personal leave for each year of continuous service. An Employee's entitlement to paid personal leave accrues progressively during a year of continuous service in accordance with the Employee's Ordinary Hours (equivalent to approximately 1.3846 hours for each completed week of continuous service).

Paid personal leave is to be paid for the Ordinary Hours that the Employee would reasonably have expected to have worked at the Ordinary Hourly Rate.

Personal leave that is accrued but not taken shall accumulate from year to year.
- (2) On lawful termination of their employment under this Agreement an Employee (except an Employee dismissed for serious misconduct) with personal leave accrued under the terms of this Agreement, which has not been taken, shall be paid the amount of outstanding personal leave hours at the Ordinary Hourly Rate.
- (3) An Employee dismissed for serious misconduct is not entitled to any payment for untaken accrued personal leave upon termination.
- (4) Employees absent on authorised and paid personal leave shall continue to accrue RDO Accrual Hours at the ordinary rate of accrual.
- (5) The provisions of this clause do not apply to casual Employees.

SICK LEAVE

- (6)
 - (a) An Employee who is unable to attend, or remain, at the place of employment during Ordinary Hours of work by reason of personal illness or injury shall be entitled to take accrued personal leave during such absence in accordance with the provisions of this clause.
 - (b) An Employee shall be entitled to pay at their Ordinary Hourly Rate for those Ordinary Hours not worked by them on any day due to personal illness or injury.
 - (c) An Employee shall not be entitled to claim payment for personal illness or injury nor will the Employee's personal leave entitlement be reduced if such illness or injury occurs on the day the Employee is not scheduled to be at work.
 - (d) If at any time an Employee is absent on the ground of personal illness or injury for a period longer than their accrued entitlement to paid personal leave, the Employee is not entitled to payment in respect of such absence.

- (7) To be entitled to payment in accordance with this clause, the Employee shall meet the following criteria:
- (a) As soon as reasonably practicable must advise the Company of their inability to attend for work, the nature of the illness or injury and the estimated duration of the absence.
 - (b) If absent for more than two (2) days, or absent for more than two single days in any twelve (12) month period of employment, the Employee must produce a medical certificate or other suitable evidence on which the Company can reasonably rely in respect of all future absences in that year and the Company shall advise the Employee in writing of this requirement.. If it is not reasonably practicable for the Employee to give the Company a medical certificate or such reasonable evidence then the Employee will provide a statutory declaration to the Company for the further absences.
 - (c) Following the Employee's return to work, the Employee must submit an application to the Company indicating the reason for the absence. For such a reason to be accepted by the Company, it must involve the Employee's personal illness or injury.

NON-COMPLIANCE WITH NOTIFICATION

- (8)
- (a) If the Employee does not satisfy the criteria set out in subclause (7) of this clause, the Employee's personal leave application will not be approved and the leave will be unauthorised and unpaid.
 - (b) An Employee whose application for personal leave is not approved will be subject to the Company's disciplinary procedures for any such absence.
- (9) The provisions of this clause with respect to payment do not apply to Employees who are entitled to payment under the *Workers' Compensation and Injury Management Act 2023*.

CARER'S LEAVE

- (10) Carer's leave is paid or unpaid leave taken to provide care and support to a member of immediate family or household because of:
- (a) personal illness or injury of the member; or
 - (b) an unexpected emergency affecting the member.
- (11) Paid carer's leave is deducted from Employees accrued personal leave.
- (12) Employees (including casual Employees) are entitled to a period of up to two (2) days unpaid carer's leave per occasion. The unpaid leave of up to two (2) days is to be taken as a single unbroken period, unless otherwise agreed between the Employee and the Company. Weekly hired Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carers leave.
- (13) To be entitled to carer's leave (either paid or unpaid) Employees must advise the Company as soon as reasonably practical of their inability to attend work in order to provide care and support. Whenever possible they should advise the Company at least two (2) hours prior to the commencement of their shift and indicate the expected duration of their absence.
- (14) For all absences, Employees must provide the following:
- (a) in the case of illness or injury of a member of their immediate family or household the Employee must provide:
 - (i) a medical certificate indicating that a member of their immediate family or household has, had or will have a personal illness or injury during a period of the leave: or
 - (ii) a statutory declaration which includes a statement that the Employee requires/required leave to provide care or support to a member of their immediate family or household because of personal illness or injury.

- (b) in the case of an unexpected emergency a statutory declaration which includes a statement that the Employee requires/required leave to provide care or support to a member of their immediate family or household because of an unexpected emergency affecting that person.
- (15) The Company may require Employees to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking carer's leave to provide care and support to.

CASUALS EXCLUDED

- (16) Except for unpaid carer's leave, this clause does not apply to casual Employees. When taking unpaid carer's leave, casual Employees must comply with the notice and evidence requirements specified above.

28. PUBLIC HOLIDAYS

- (1) An Employee shall be entitled to the holidays prescribed below, without deduction of pay at the All Purpose Hourly Rate, provided that, when any of the public holidays prescribed in this clause fall on a Saturday or Sunday, the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or on a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of ordinary pay and the day for which it is substituted shall not be a holiday.

1 January (New Years Day), 26 January (Australia Day), Good Friday, Easter Sunday, Easter Monday, 25 April (Anzac Day), Labour Day, Western Australia Day, Sovereign's Birthday, 25 December (Xmas Day), 26 December (Boxing Day).

SUBSTITUTION BY AGREEMENT

- (2) By agreement between the Company and majority of Employees, other days may be substituted for any of the days set out in subsection (1) of this clause.

RDO ACCRUALS

- (3) Employees absent on authorised and paid leave due to a public holiday shall continue to accrue RDO Accrual Hours at the normal accrual rate.

CASUALS EXCLUDED

- (4) The provisions of this clause shall not apply to casual Employees.

29. COMPASSIONATE LEAVE

- (1) An Employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies; or a child is stillborn or miscarried.

In accordance with the NES.

- (2) For the purpose of this subclause "Employee's immediate family" means any of the following:

- (a) a spouse or defacto spouse, child, parent, grandparent, grandchild, or sibling of the Employee; or

- (b) a child, parent, grandparent, grandchild, or sibling of a spouse or defacto spouse of the Employee.
- (3) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (1) of this clause or
 - (b) after the death of the member of the employee's immediate family or household referred to in subclause (1) of this clause.
- (4) An Employee may take compassionate leave for a particular permissible occasion as:
 - (a) a single continuous 2 day period; or
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods to which the employee and his or her employer agree.
- (5) In order to be entitled to compassionate leave the Employee must provide the Company with evidence to satisfy a reasonable person of the illness, injury or death. The Company may require the Employee to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking compassionate leave for.
- (6) The Employee must also advise the Company as soon as reasonably practical of their intention to take compassionate leave. Whenever possible they should advise the Company at least two (2) hours prior to the commencement of their shift and indicate the expected duration of their absence.
- (7) Where Employees (other than Casual Employees) are entitled to compassionate leave they will be paid the Ordinary Hourly Rate they would have received under Clause 10 of this Agreement for the Ordinary Hours they would have worked during that period.
- (8) Payment in respect of compassionate leave is to be made only where the Employee otherwise would have been on duty and shall not be granted in any case where the Employee concerned would have been off duty in accordance with any shift roster or on long service leave, annual leave, R&R, authorised absence, workers' compensation, leave without pay or on a public holiday.

RDO ACCRUALS

- (9) Employees absent on authorised and paid compassionate leave shall continue to accrue RDO Accrual Hours at the Ordinary Hourly Rate.

ACCESSING OTHER FORMS OF PAID LEAVE

- (10) By agreement with the Company (which shall not be unreasonably withheld) an Employee may take an agreed amount of accrued annual leave, personal leave, RDO accrual hours or authorised unpaid leave in conjunction with a period of compassionate leave.

CASUALS EMPLOYEES

- (11) For Casual employees, Compassionate Leave is unpaid leave

30. COMMUNITY SERVICE LEAVE

- (1) An Employee is entitled to community service leave, to attend:
 - (a) jury service; or
 - (b) a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.
- (2) A recognised emergency management body is:

- (a) a body, or part of a body, that has a role or function under a plan that:
 - (i) is for coping with emergencies and/or disasters; and
 - (ii) is prepared by the Commonwealth, a State or a Territory; or
 - (b) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (c) any other body, or part of a body, a substantial purpose of which involves:
 - (i) securing the safety of persons or animals in an emergency or natural disaster; or
 - (ii) protecting property in an emergency or natural disaster; or
 - (iii) otherwise responding to an emergency or natural disaster; or
 - (d) a body, or part of a body, prescribed by the regulations;
- (3) Where an Employee:
- (a) is required to attend jury service he/she shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the Ordinary Hours they would have worked had the Employee not been on jury service. Jury Service will be paid as per the Western Australian Juries Act 1957 or any other legislation that takes its place.
 - (b) attends a voluntary emergency management activity he/she will be paid the amount they would have received in respect of the Ordinary Hours they would have worked had the Employee not been on voluntary emergency management activity.
- (4) If an Employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total the Company is only required to pay the Employee for the first 10 days of the absence.
- (5) The Company may require the Employee to give the Company evidence that would satisfy a reasonable person:
- (a) that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (b) of the total amount (even if it is all nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period
- (6) If, in accordance with subclause (5) of this clause, the Company requires the Employee to give the Company the evidence referred to in that subclause, the Employee is not entitled to payment unless the employee provides the evidence.
- (7) An Employee who wants an absence from his or her employment for community service leave must give the Company as soon as possible notice of the absence advising the Company of the period, or expected period of the absence.
- (8) An Employee who attends jury service will be required to provide the Company proof of attendance, in addition to notice and evidence requirements stipulated in subclause (5) of this clause.

RDO ACCRUALS

- (9) Employees shall not accrue RDO Accrual Hours during any period they are absent from work on Community Service Leave.

31. FAMILY AND DOMESTIC VIOLENCE LEAVE

- (1) This clause applies to all Employees, including casuals.

Definitions

Family and domestic violence means violent, threatening or abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

Family member means:

- (a) a spouse, de factor partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (c) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of family member in subclause 31(1)(a) includes a former spouse or de factor partner.

(2) Entitlement to paid leave

An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12-month period of the Employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual Employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Company.

Note 2: Company and Employee may agree that the Employee take further unpaid leave to deal with family and domestic violence.

(3) Taking Family and Domestic Violence Leave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their Project Working Hours.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending an urgent court hearing, or accessing police services.

(4) **Service and continuity**

The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

(5) **Notice and evidence requirements**

Notice

- (a) An Employee must give the Company notice of the taking of leave by the Employee under subclause (3). The notice:
 - (i) must be given to the Company as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the Company of the period, or expected period, of the leave.

(6) Evidence

An Employee who has given the Company notice of the taking of leave under subclause (5) must, if required by Company, give Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in subclause (3).

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

(7) Confidentiality

(a) The Company must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under subclause (5) and (6) is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in this subclause (7) prevents the Company from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Company should consult with such Employees regarding the handling of this information.

(8) Compliance

An Employee is not entitled to take leave under subclause (3) unless the Employee complies with subclause (5).

32. PARENTAL LEAVE

- (1) In accordance with the provisions of the FW Act, an Employee, including a long term casual, who has completed at least twelve (12) months continuous service with the Company is entitled to twelve (12) months of unpaid parental leave.
- (2) Paid leave does not accrue, superannuation is not contributed, and no allowances or payments shall be made during periods of parental leave.

33. CONTRACT OF SERVICE

WEEKLY EMPLOYMENT

- (1) Employees shall be engaged on a fulltime, part time or casual basis. An Employee not specifically engaged as a casual shall be deemed to be employed by the week.
- (2) All weekly hired Employees will be required to serve a probationary period of five weeks.
- (3) Part time Employees will receive the benefits to which they are entitled to under this Agreement on a pro rata basis, including paid leave and severance payments.

CASUAL EMPLOYMENT

- (4) A casual Employee is one engaged and paid as such.
- (5) A casual Employee shall be paid the Ordinary Hourly Rate prescribed in clause 10 – Wage Rates, of this Agreement for the work performed, plus an all-purpose loading of 25%.
- (6) Casual Employees are not entitled to annual leave, sick leave, public holidays or other paid absences.
- (7) A casual Employee who has been engaged by the Company for a regular sequence of periods of employment during a six (6) month period has the right to elect to have their employment converted to full time or part time basis if the employment is to continue on an ongoing basis.

- (8) If an Employee elects to convert employment pursuant to clause 33(7) has the right to convert based on the hours that they worked during the six (6) month period, unless otherwise agreed between the Company and the Employee. For clarity, if the Employee worked on a full time equivalent basis, they are entitled to request conversion to a full time basis. If they Employee worked on a part time equivalent basis they are entitled to request conversion to a part time basis.

STAND DOWNS

- (9) The Company is entitled to deduct payment for any day or part of a day an Employee cannot be usefully employed because of any strike or any breakdown in machinery or any stoppage of work by any cause for which the Company cannot be reasonably held responsible, as long as the Company has no useful alternative work available.
- (10) The Company will advise the Unions in the event of a stand down of Employees.

NOTICE OF TERMINATION

- (11) The Company will provide notice of termination of employment to all Employees other than casual employees as follows:

Employee's period of continuous employment with the Company at the end of the day the notice is given	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

The period of notice is increased by one (1) week if the Employee is over 45 years of age and has completed at least 2 year's continuous service with the Company, provided that the Employee will not be required to provide additional notice because of age.

- (12) The Company may either require the Employee to work out the notice period or may make payment in lieu of notice not provided. Payment shall be at least the amount the Company would have been liable to pay to the employee at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.
- (13) A weekly hired Employee may terminate their employment by giving one (1) weeks' notice of termination. Should the Employee not give this notice, the Employee will pay the Company an amount equal to the total of all amounts that, if the Employee would have worked had the employment continued until the end of the notice period and the Company would have become liable to pay to the Employee for that work.
- (14) A Casual Employee shall be employed on eight (8) Ordinary Hours' notice. Should the required period of notice not be given by the Company, it shall be paid to the Employee. Should the period of notice not be given by the Employee, an amount equivalent to eight (8) Ordinary Hours pay shall be paid by the Employee to the Company.

GENERAL CONDITIONS

- (15) Nothing in this clause shall affect the Company's right to dismiss an Employee for serious misconduct without notice and in such a case the Employee shall be paid wages only up until the time of dismissal.
- (16) With the exception of authorised paid absences, the Company shall not pay for any day not worked by an Employee.
- (17) Employees shall have no right to be paid for any time that they are not ready, willing and available to follow all lawful directions of the Company or to carry out all duties that they are capable of performing.

- (18) Employees shall comply with all lawful directions given by the Company and comply with all Site policies and procedures applicable to the Project work.
- (19) The Company may direct an Employee and the Employee shall carry out such duties and use such tools and equipment as may be required provided that the Employee is competent to use such tools and equipment and provided that any such direction is consistent with the Company's responsibility to provide a safe and healthy working environment.

ABANDONMENT OF EMPLOYMENT

- (20) If an Employee has three consecutive days of unauthorised absence from work without explanation, the Company will make reasonable efforts to contact the Employee. If the Company is unable to make contact with the Employee, then the Company may consider that the Employee has abandoned their employment. In such circumstance, the Employee may be subject to disciplinary action, up to and including termination of employment.

34. SEVERANCE/REDUNDANCY

- (1) The following redundancy clause is a specific industry redundancy scheme and, as such, the NES does not apply to the Company and the Employees covered by this Agreement. Clause 41 of the Award is incorporated by reference.
- (2) The amounts listed in this clause are in substitution for (and not in addition to) the amounts listed in clause 41.3 of the Award.
- (3) An Employee who ceases employment on the Project for any reason other than termination due to misconduct shall be paid, to an Approved Fund, a severance payment of \$250 for each Completed Week of Service under this Agreement.
- (4) For the purpose of this clause:
 - (a) A Week of Completed Service means any week where the Employee attends work for all Project Working Hours in that week. Further, a Week of Completed Service shall include time not worked due to annual leave, paid personal leave (including sick and carer's leave), compassionate leave, jury service, R&R leave days, public holidays, RDO's, worker's compensation (up to a maximum of two (2) weeks) and approved unpaid leave taken in conjunction with R&R leave.
 - (b) An Approved Fund means:
 - (i) Protect for Employees who fall under electrical or plumbing classifications and associated trade assistants with those classifications; or
 - (ii) Reddifund Ltd for Employees who fall under all other classifications.
- (5) Any period of service as a casual shall not entitle the Employee to accrue severance under this clause.
- (6) A Completed Week of Service means any week where the Employee attends for all Project Working Hours in that week.
- (7) For the purpose of this clause, a Completed Week of Service shall include time not worked due to annual leave, paid personal leave days, public holidays, RDOs, workers compensation to a maximum of two (2) weeks, and approved unpaid leave taken conjunction with the R&R leave.

35. PAYMENT OF WAGES

METHOD OF PAYMENT

- (1) Payment of wages shall be by electronic funds transfer to each Employee's nominated Australian financial institution account.

RECORD OF ACCRUALS

- (2) In addition to the record keeping requirements prescribed by law, the Company shall regularly provide Employees with a written update of their accrued annual leave and RDO accrued hours.

36. TRAINING

- (1) Employees may be required to undertake training, in accordance with the operational and safety requirements of the Company and/or client.
- (2) Any training expenditure must be approved by the Company prior to commencement. Where possible, training will be undertaken during Project Working Hours. Any training conducted outside Project Working Hours will be paid at the Employee's Ordinary Hourly Rate. Overtime rates will not be paid for training.
- (3) The Company will pay Employees to undertake online inductions and other training that are prerequisites to the Employee being able to commence work on the Site. The Company will determine the number of hours to be reimbursed for each online training task to be completed. Employees will be reimbursed for such training at the Ordinary Hourly Rate in the next pay period following the completion of their first Work Cycle.

37. CYCLONE PROCEDURE

- (1) If the Company Stands Down an Employee because of the threat of a cyclone or conditions associated to the cyclone (**Cyclone Stand Down**), the Employee shall be paid for the Project Working Hours occurring during the Cyclone Stand Down Period but only if:
 - (a) at the commencement of the Cyclone Warning Period, the Employee reports for work and continues to work as directed until released by the Company at the commencement of the Cyclone Stand Down period;
 - (b) following the "all-clear" the Employee resumes duty in accordance with the Company's direction; and
 - (c) during the Cyclone Stand Down Period, the Employee is ready, willing and available to present for work if requested to do so by the Company.
- (2) Notwithstanding the provisions of this subclause, an Employee who prior to the Cyclone Stand Down Period has commenced an Additional Overtime shift shall be paid what would have been earned on that shift but for the Cyclone Stand Down.
- (3) Employees must remain ready, willing and available to perform cyclone preparation work and to return to work if requested by the Company during the Cyclone Stand Down Period. If an Employee is not ready, willing and available to perform work as requested by the Company prior to and during the Cyclone Stand Down Period, that Employee shall not be entitled to pay for that day.
- (4) An Employee who is required to remain at or who is called out to work during the Cyclone Stand Down Period shall be paid for all time worked at penalty rates but not so as to exceed a maximum of double time, unless the day concerned is a public holiday in which event the maximum payment, subject to other provisions of this Agreement, shall not exceed 2.5 times the Ordinary Hourly Rate.

- (5) If an Employee is temporarily demobilised from the region because of cyclone conditions or associated with cyclone conditions and is requested to hold themselves in readiness, the Employee shall be paid 7.2 hours per day at the All Purpose Rate for Ordinary Hours they would have worked, up to 36 hours.
- (6) If an Employees mobilisation to Site is delayed because of cyclone conditions or associated to the cyclone conditions and the Employee remains available for mobilisation, the Employee shall be paid 7.2 hours per day at their All Purpose Rate for ordinary time they would have worked, up to 21.6 hours.
- (7) If an Employee cannot be usefully employed on the day following the resumption of normal operations or on any subsequent day because of damage caused to the operations by the cyclone, the Company may stand down the Employee without pay.
- (8) Nothing in this clause is intended to exclude the provisions of any applicable health and safety legislation or regulations pertaining to safety requirements.

38. DISTANT WORKERS

Employees classified as Distant Workers as defined shall be entitled to the conditions contained at Appendix 3 of this Agreement.

SECTION 4: ADMINISTRATION MATTERS

39. SITE SECURITY

- (1)
 - (a) The Client will determine a system of entry to and exit from the Site. The system will include a method of personal identification for each Employee. The system may include computerised personnel access facilities activated by electronic or magnetic cards or by other means including biometric identification.
 - (b) Information gathered may be used by the Company to verify an Employee's attendance for timekeeping and safety purposes.
 - (c) An Employee must display or produce on request the form of personal identification issued for the purpose of working on the Project when seeking entry to and exit from the Site, or at any time whilst on the Site.
 - (d) Any Employee who allows or is involved in the unauthorised use of personal identification shall be subject to dismissal for misconduct.
- (2) Any Employee who takes a lighter, matches, electronic devices (e.g., mobile telephone, camera, fitness tracker, tablet) or other source of ignition or other prohibited objects onto the Site shall be deemed to be guilty of serious misconduct and may be liable for dismissal.
- (3) All Employees will be subject to baggage and vehicle searches on entering or leaving any work area or the Site. Employees who refuse to permit baggage or vehicle searches may be subject to disciplinary measures including dismissal.

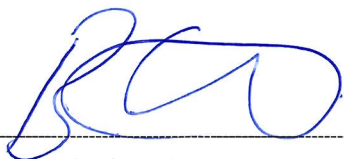
40. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (1) The Company and an Employee covered by the Agreement may agree to make an Individual Flexibility Arrangement (IFA) to vary the terms of this Agreement (in relation to the Company and the Employee), in order to meet the genuine needs of the Company and the Employee.
- (2) The IFA must be genuinely agreed to by the Company and the Employee.
- (3) The terms of this Agreement that may be varied by an IFA are the hours of work.
- (4) The Company must ensure the IFA:

- (a) is in writing;
 - (b) is about matters permitted under s.172 of the FW Act;
 - (c) does not include a term that would be an unlawful term under s.194 of the FW Act;
 - (d) results in the Employee being better off overall than the Employee would be if no IFA was made;
 - (e) is signed by the Company and the Employee. If the Employee is under 18 years of age, then the IFA must be signed by a parent or guardian; and
 - (f) a copy of the IFA is given to the Employee 14 days after it is agreed.
- (5) Either party may terminate the IFA by:
- (a) giving the other party 28 days' notice; or
 - (b) by agreement in writing at any time.

SECTION 5: SIGNATURES

COMPANY SIGNATURE



Signature of authorised person

BRENDAN CHAPLYN

Name of authorised person

GENERAL MANAGER

Position of authorised person

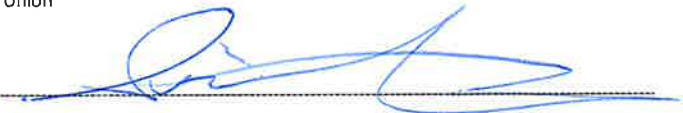
LVL 18, BROOKFIELD PLACE, PERTH WA 6006

Address

14/04/2025

Date

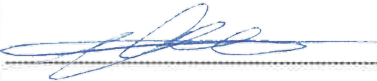
Note: the above person is authorised by the Company to sign the Agreement on its behalf.

UNION SIGNATURE	
AMWU - WA Branch.	
Union	
	
Signature of authorised person	
Steve McCartney	
Name of authorised person	
State Secretary AMWU WA Branch.	
Position of authorised person	
c/o 121 Royal St East Perth WA 6004	
Address	
2 April 2025	
Date	
Note:	the above person is authorised by the Union to sign the Agreement on its behalf.

UNION SIGNATURE

ELECTRICAL TRADES UNION WA

Union



Signature of authorised person

Adam Woodage

Name of authorised person

State Secretary

Position of authorised person

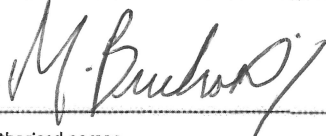
3 Focal Way, BAYSWATER WA 6053

Address

2nd April, 2025

Date

Note: the above person is authorised by the Union to sign the Agreement on its behalf.

UNION SIGNATURE	
Construction, Forestry and Maritime Employees Union (CFMEU)	
Union	
Signature of authorised person	
Mick Buchan	
Name of authorised person	
Secretary - WA Branch	
Position of authorised person	
Trades Hall 80 Beaufort St, Perth WA 6000	
Address	
2 April 2025	
Date	
Note: the above person is authorised by the Union to sign the Agreement on its behalf.	

APPENDIX 1: CLASSIFICATION STRUCTURE

(1) Table A –Civil/Structural.

CW1 – Tasks Undertaken

General construction labouring and cleaning duties
Assists employees at higher classification levels, including trades assistant
Uses hand held grinding machines
Insulator
Lagger
Fencer
Landscape Labourer
Chainperson
Concrete Pump Line Hand
On site vehicle operator – flat tray truck
Surveyor's assistant
NDT Technical Assistant
Scaffolder (Basic)
Brush Hand
General hand – duties including but not limited to unloading, handling, receiving, dispatching, sorting, stacking, checking, documenting and recording of goods, materials and components, wherever performed. This may also involve (without limitation) the use of forklifts, hand trolleys or heavy mechanical equipment.
Operates hand controlled roller
Concrete Workers

CW2 – Tasks undertaken

Power Driven Saw Operator
Undertakes spotter's duties and traffic control for mobile equipment
On site concrete batching plant operator
Onsite vehicle operator – concrete agitator truck
Sheetmetal Worker (2nd Class)
Cryogenic insulator/lagger
Scaffolder (Intermediate)
Forklift operator
Steel-fixer (includes tack welding steel reinforcement)
Concrete finisher
Concrete Tester
Hoist or winch operator

On site vehicle operator - Articulated truck
Coxswain
Storeman
Power driven Saw Operator

CW3 - Tasks Undertaken

Crawler tractor with power operated attachments (up to and including 2000 kg shipping mass) operator
Pneumatic tyred tractor with power operated attachments (up to and including 15 kw net engine power) operator
Roller vibrating (under 4 tonnes) operator
Roller under 8 tonnes operator
Trenching machine (small Ditch-Witch type)
Mobile Line Pump Operator
Mobile Hydraulic Platform Operator
Rigger
Dogger
Scaffolder (Advanced)
Concrete Finisher (Powered)
NDT Technician Level 2 (as defined by AS 3998-1992)

CW4 - Tasks Undertaken

Concrete Boom Pump Operator
Crawler tractor with powered operated attachments (above 2000 kg mass up to and 15000 kg mass) operator
Dumper, rear and bottom, (above 2 cubic metres, up to and including 30 cubic metres struck capacity) operator
Grader (below 35 kw net engine power) operator
Pile Driver
Forklift (telescopic boom) operator
Trenching machine (bigger than a Ditch Witch) operator
Loader, front end up to 2.25 cubic metres, operator
Skid Steer (up to 65hp) operator
Excavator (up to and including 0.5 cubic metres struck capacity) operator
Pneumatic tyred tractor with power operated attachments (above 15kw up to and including 150kw net engine power) operator
Roller (8 tonnes and above) operator
Scraper (up to 10 cubic metres struck capacity) operator
Crawler loader (up to and including 15000kg mass) operator

Grader (35kw up to and including 96kw net engine power) operator

CW5 – Tasks Undertaken

Crawler loader (above 15000kg mass, up to and including 60000kg mass) operator

Crawler tractor with powered attachments (above 15000 kg) operator

Dumper, rear and bottom (above 30 cubic metres, up to and including 120 cubic metres struck capacity) operator

Excavator (above 0.5 cubic metres capacity) operator

Pneumatic tyred loader (over 105 kw up to and including 500 kw net engine power) operator

Pneumatic tyred tractor with power operated attachments (above 110 brake power) operator

Scraper (10 cubic metres struck capacity and above) operator

Forklift (48kw and above to 220kw) operator

Trenching machine (larger than CW4) operator

Loader, front end (48kw and above to 370kw) operator

Skid Steer (48kw and above) operator

Grader (96kw above to 148kw net engine power) operator

CW6 – Tasks Undertaken

Tractor (from 370kw up to 450kw)

Dumper, rear and bottom (from 100 cubic metres struck capacity), operator

Loader, front end (from 370kw up to 450kw), operator

(2) Electrical Descriptors

“Electrician – Special Class” means, subject to paragraph (c) hereunder, an Electrical Fitter or Electrical Installer who:

(c)

- (i) has satisfactorily completed a prescribed post trade course in industrial electronics; or
- (ii) has, whether through practical experience or otherwise, achieved a standard of knowledge comparable to that which would be achieved under Subparagraph (i) hereof; and

(d)

- (i) is engaged on work on or in connection with complicated or intricate circuitry, which work requires for its performance the standard of knowledge referred to in paragraph (a) hereof; or
- (ii) is able, where necessary and practicable to perform such work without supervision and to examine, diagnose and modify systems comprising interconnected circuits, but does not include such an employee unless the work on which he is engaged requires for its performance knowledge in excess of that gained by satisfactory completion of the appropriate Technical College trade course.

- (e) For the purposes of this Agreement an employee shall be deemed to be an Electrician – Special Class only for the time during which he meets the foregoing conditions, unless:

- (i) that time exceeds 16 hours per week; or
 - (ii) in the opinion of his employer or, in the event of disagreement, in the opinion of the Board of Reference that time is likely during the course of his employment to exceed 16 hours per week on average, in which case he shall be classified as Electrician – Special Class for as long as his employment continues on either of those bases.
- (f) In the event of disagreement about the implementation of this Electrician – Special Class provision, a Board of Reference shall determine the matter.
- (g) For the purpose of this definition the following courses are deemed to be prescribed post trade courses in industrial electronics:
 - (i) Post Trade Industrial Electronics Course of the N.S.W. Department of Technical Education;
 - (ii) The Industrial Electronics Course (Grades 1 and 2) as approved by the Education Department of Victoria;
 - (iii) The Industrial Electronics Course of the South Australian School of Electrical Technology;
 - (iv) Industrial Electronics (Course “C”) of the Department of Education, Queensland;
 - (v) The Industrial Electronics Course of the Technical Education Department of Tasmania; and
 - (vi) The Certificate in Industrial Electronics of the Technical Education Division, Education Department of Western Australia.

“Instrument / Electrical Grade 1” means a tradesperson who is mainly engaged in installing, testing and/or repairing and maintaining electrical and/or electro pneumatic measuring and/or recording appliances and/or scientific electrical instruments and associated services thereto, including small bore piping up to 25mm in diameter.

An Instrument Fitter / Electrical Grade 1 shall demonstrate a knowledge and understanding of industrial instrumentation and be able to apply that knowledge and understanding to the tasks assigned by his employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesman at instrument work.

“Electronics Tradesman” means an electrical tradesman working at a level beyond that of Electrician – Special Class and who is mainly engaged in applying his knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesman is required to carry out his tasks.

To be classed as an Electronics Tradesman, a tradesman must have at least three years on the job experience as a tradesman in electronics systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least two years’ part time study.

In addition, to be classified as an Electronics Tradesman, a tradesman must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- (b) Working under minimum supervision and technical guidance;
- (c) Providing technical guidance within the scope of the work described in this definition; and
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

APPENDIX 2: SPECIAL ALLOWANCES

PRE-EMPLOYMENT COMPETENCY TESTING

- (1) Pre-employment competency testing of coded welders shall be paid at the applicable Ordinary Hourly Rate (less allowances) prescribed by this Agreement for Employees who pass their test(s) and commence employment on the Project with the Company. Payment shall be made in the Employee's first wages paid after commencement on the Project site.

PRE-HEATED WORK ALLOWANCE

- (2) An Employee who is required to perform work on pre-heated steel at temperatures between 100° Celsius to 150° Celsius within tarpaulin shelters shall be paid, in addition to any other allowances to which he/she is entitled, a special payment in accordance with the table below whilst engaged on such work. This is a flat hourly payment.

First pay period on or after 1 December 2025	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
0.92	0.93	0.95

WORKING WITHIN PIPES, PILES AND PRESSURE VESSELS

- (3) With the exception of refractory and welding work, an Employee who is required to perform work within pipes or piles or in pressure vessels or beneath the annular ring or between the outer and inner walls of an LNG or propane tank shall be paid in addition to any other allowances to which he/she is entitled, a special payment in accordance with the table below while engaged on such work. This is a flat hourly payment.

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
3.43	3.48	3.53

- (4) An Employee required to perform welding work inside pipes or piles or pressure vessels or beneath the annular ring or between the outer and inner walls of an LNG or propane tank shall be paid an allowance in accordance with the table below while engaged on such work. This is a flat hourly payment.

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
5.96	6.06	6.14

WELDING ALLOWANCES

- (5) When employed by the Company to carry out the full range of duties involved in welding work as specified hereunder, a welder special class shall in consideration for the work they are required to carry out on site, be paid the applicable weekly All Purpose Allowance specified hereunder in addition to the wage to which they are otherwise entitled under their contract of employment. These allowances shall only apply from the time the Employee concerned has commenced work on the Site and has passed the tests required and qualified at the levels set out below. These allowances shall not apply to Employees engaged on tack welding and are not cumulative. Only the highest allowance that each Employee has been tested to and assessed as competent shall apply.

- (a) If engaged on arc welding of structural steel to AS1554SP – Welding of Steel Structures (or similar standard).

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
30.91	31.40	31.84

- (b) If engaged on welding of carbon steel pipework, to ASME B-31-3 standard or pressure vessels to AS1210.

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
62.58	63.58	64.47

- (c) If engaged on welding alloy pipework to ASME B-31-3 standard or 9% nickel steel welding on LNG tanks to either API 620 or API 650 standard, or alloy pressure vessels and tanks to AS1210, API620 or API650 standard consisting of the following materials:

- (i) Stainless steel (304, 310, 316 and 904 grade); and
- (ii) Chrome molybdenum.
- (iii) Aluminium

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
90.39	91.84	93.12

- (d) If engaged on welding any type of pipework to ASME B-31-3 standard using FCAW or TGAX welding processes:

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
152.94	155.39	157.56

REFRACTORY ALLOWANCE

- (6) A refractory tradesperson or refractory assistant who's major and substantial work is directly engaged with the refractory and is within the confines of the vessel where the refractory is being applied, will be paid an All-Purpose Allowance of \$5.00 per hour while engaged in such work. No other special allowances shall be paid for refractory work.

ELECTRICAL LICENCE ALLOWANCE

- (7) A tradesperson who holds the appropriate current electrical licence issued pursuant to the electricity (licensing) regulations, and in the course of the employment is required to use it, shall be paid an hourly all-purpose allowance in accordance with the table below:

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
2.53	2.57	2.61

- (8) An Employee engaged as a trades assistant and assisting on a full time basis an electrical tradesperson holding an appropriate current electrical licence issued pursuant to the electricity (licensing) regulations and in the course of the employment is required to use it, shall be paid an hourly all-purpose allowance in accordance with the table below:

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
2.53	2.57	2.61

TRADESPERSON ALLOWANCE

- (9) An employee who is engaged at Tradesperson level or higher, holding a current tradesperson certificate or tradespersons rights recognition who is required to perform the full range of duties of a Tradesperson, shall be paid an hourly All Purpose Allowance in accordance with the table below:

On Commencement	First pay period on or after 1 December 2025	First pay period on or after 1 December 2026
2.11	2.14	2.17

Drill Centre D Allowance

- (10) For each day that an employee works at Drill Centre D they will receive a Flat Allowance equivalent to one half hour of the applicable Ordinary Hourly Rate.

APPENDIX 3: DISTANT WORK PROVISIONS

QUALIFICATION FOR DISTANT WORKER STATUS

- (1) This Appendix applies to Distant Workers as defined at clause 38 of the Agreement.
- (2) The Company shall obtain, and the applicant Employee shall provide the Company, with a statement in writing of their Usual Place of Residence and their Current Place of Residence, at the time the Distant Worker is engaged, and no subsequent change of address shall entitle the Distant Worker to the provisions of this Appendix unless the Company agrees.
- (3) The Company, at the time the Employee is engaged, shall advise the Employee of their Point of Hire. Provided that documentary proof of address for the Employee's Usual Place of Residence, such as long service leave registration card or driver's licence may be accepted by the Company as proof of the relevant address on engagement in lieu of the statement in writing referred to in subclause (2) of this Appendix.
- (4) The Distant Worker shall, inform the Company in writing of any subsequent change in their Usual Place of Residence.
- (5) The address of the Distant Worker's Usual Place of Residence and not the place of engagement shall determine the application of this clause.

MOBILISATION EXPENSES AND TRAVEL TIME

- (6) The Company shall pay all reasonable expenses including fares, and meals if necessary, incurred by a Distant Worker who mobilises to work at the Project. The fares component shall include reimbursement of taxi fares to the nearest airport up to a maximum of \$115.00, subject to the production of receipts of expenditure.
- (7) The Distant Worker shall be paid at Ordinary Hourly Rate for the time up to a maximum of eight (8) Ordinary Hours incurred in travelling to the Site pursuant to the Company's direction.
- (8) The Company may deduct the cost of the forward journey fare from a Distant Worker who terminates or discontinues their employment before completing two weeks of service, which means the full Project Working Hours on the Site, and who does not forthwith return to their Point of Hire.

DEMOBILISATION EXPENSES AND TRAVEL TIME

- (9) A Distant Worker shall, for the return journey to the location of their Usual Place of Residence, receive the same time, fares and meal payments as provided in subclauses (6) and (7) of this Appendix provided that no return payments shall be made if the Distant Worker:
 - (a) terminates or discontinues their employment before completing eight (8) weeks of service, which means the full Project Working Hours, from commencement on the Project (or prior to the job completion if the work is for less than eight (8) weeks); or
 - (b) is dismissed for incompetence within eight (8) weeks of commencing on the Project; or
 - (c) is dismissed by the Company for misconduct.
- (10) The Company shall in no case be liable to pay Demobilisation expenses greater than what would be paid to the Distant Worker if the Distant Worker had returned to their Usual Place of Residence nominated at the time of Mobilisation.

REST AND RECREATION LEAVE - DISTANT WORKERS

15/6 Rosters

- (11) A Distant Worker on a 15/6 Roster may return to their Usual Place of Residence or to Perth or any other place mutually agreed upon between the Distant Worker and the Company, subject to the following conditions:
- (a) Where the Distant Worker has completed 15 days of service on the Site with the Company, a Distant Worker shall be given and take six (6) consecutive days off duty;
 - (b) Such six (6) consecutive days off duty shall be authorised leave and shall include a weekend off, RDO Accrual Hours (if the Distant Worker so requests), paid R&R leave, any public holidays prescribed under this Agreement that fall during the leave, and such unpaid leave for the remainder of the six (6) consecutive days;
 - (c) In taking the six (6) consecutive days off duty, the Distant Worker shall be entitled to two (2) days leave at the Ordinary Hourly Rate subject to the provisions of subclause 11(b) of this Appendix; and
 - (d) After each further 15 days of service on the Site with the Company, the Distant Worker shall again be entitled to six (6) consecutive days off duty but only one (1) day's leave at the Ordinary Hourly Rate subject to the provisions of subclause 11(b) of this Appendix.

15/13 Rosters

- (12) A Distant Worker on a 15/13 Roster may return to their Usual Place of Residence or to Perth or any other place mutually agreed upon between the Distant Worker and the Company, subject to the following conditions:
- (e) Where the Distant Worker has completed 15 days of service on the Site with the Company, a Distant Worker shall be given and take thirteen (13) consecutive days off duty;
 - (f) Such thirteen (13) consecutive days off duty shall be authorised leave and shall include a weekend off, RDO Accrual Hours (if the Distant Worker so requests), paid R&R leave, any public holidays prescribed under this Agreement that fall during the leave, and such unpaid leave for the remainder of the thirteen (13) consecutive days;
 - (g) In taking the thirteen (13) consecutive days off duty, the Distant Worker shall be entitled to two (2) days leave at the Ordinary Hourly Rate subject to the provisions of subclause 11(b) of this Appendix; and
 - (h) After each further 15 days of service on the Site with the Company, the Distant Worker shall again be entitled to thirteen (13) consecutive days off duty but only one (1) day's leave at the Ordinary Hourly Rate subject to the provisions of subclause 11(b) of this Appendix.

Payment for R&R Period

- (13)
- (a) The Distant Worker's entitlement to paid R&R as per subclause (11) and (12) of this clause will be paid to the Distant Worker in the first pay period after such R&R.
 - (b) Payment will not be made unless the Distant Worker returns and commences work at the time arranged with the Company immediately following the period of leave referred to subclause (11) of this clause.
 - (c) The Company will book and pay for an R&R airfare within the terms of this clause to the Employee's Point of Hire.

(d)

- (i) The entitlement to R&R may be availed of as soon as reasonably practicable after it becomes due.
- (ii) For reasons of operational requirements, the Company may require the Distant Worker to postpone the taking of the R&R entitlement for a period not exceeding one (1) week.

(e) Distant Workers who qualify for the provisions of this subclause may return to their Usual Place of Residence or to Perth or to any other place at Christmas -

- (i) by taking the entitlement to R&R after the completion of the accrual period; or
- (ii) by taking R&R in advance but, if by service subsequent to the taking of R&R, an entitlement to that R&R does not accrue, any payment at the Ordinary Hourly Rate for the period of R&R and the cost of air fares shall be refunded to the Company unless the services of the Distant Worker are terminated by the Company through no fault of that Distant Worker. For the purposes of this provision the Company may deduct any amount to be refunded from any moneys otherwise due to the Distant Worker under their contract of employment.

(f) Regardless of the provisions of this subclause, the Company and a Distant Worker can make an agreement which varies the operation of this subclause in a way so that that a Distant Worker may delay the taking of an entitlement to R&R leave or forgo all or part of their entitlement to R&R leave on any occasion.

MAJOR REGIONAL CENTRES IN WESTERN AUSTRALIA – ADDITIONAL PAYMENTS

- (14) If a Distant Worker's Usual Place of Residence is Bunbury or Busselton (including surrounding Districts) and they are flown to Perth by the Company at the commencement of their R&R Leave, they will be paid a flat allowance of \$50.
- (15) Distant Workers in receipt of an allowance prescribed at subclause (14) of this clause are required to make their own travel arrangements from Perth Airport to their Usual Place of Residence and then back to Perth Airport to return to the Site.
- (16) These payments shall only be made if the Distant Worker resumes work with the Company at their start of their normal work day or shift on the first working day immediately following their period of R&R leave.
- (17) These payments will not be made if the Distant Worker makes their own R&R travel arrangements when proceeding on R&R Leave.

POINT OF HIRE

(18)

Australian Airport Schedule	
Perth	Melbourne
Sydney	Darwin
Adelaide	Hobart
Brisbane	Canberra
Karratha	Port Hedland

APPENDIX 4: CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- (1) Where the Company has made a definite decision to introduce major changes in production, programme, organisation, structure, or technology that is likely to have significant effects on employees covered by this agreement, the Company will notify the employees who may be affected by the proposed changes and their representatives (if any).
- (2) 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
- (3) The Company will discuss with the affected employees and their representatives (if any) the introduction of the major changes, the effects the changes are likely to have on employees and measures to avert or mitigate any adverse effects of such changes on employees. The Company will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (4) The discussions will commence as early as reasonably practicable after a definite decision has been made by the Company to make a major change.
- (5) As part of the discussions the Company will provide in writing to the affected employees 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. However, the employer is not required to disclose confidential or commercially sensitive information to the affected employees.
- (6) At any stage during this process an employee may appoint a representative of their choice in writing. The Company's obligation to consult or provide information to the representative only occurs after the notice is provided to the Company.
- (7) The provisions of this clause shall not apply when significant effects, including but not limited to those referred to in (2) above are the result of normal and customary turnover of labour associated with the construction industry.
- (8) To avoid doubt, normal and customary turnover of labour includes but is not limited to all changes associated with:
 - (a) the downsizing of labour resources due to programme requirements; or
 - (b) the completion, or partial completion, of any construction work covered by this Agreement.