

**OM CONTRACTING MAINTENANCE (Qld &
NT) ENTERPRISE AGREEMENT 2024**

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1. Administration

1.1 Title

This Agreement will be known as the *OM Contracting Maintenance (QLD & NT) Enterprise Agreement 2024 (Agreement)*.

1.2. Definitions

In this Enterprise Agreement:

Agreement means *OM Contracting Maintenance (QLD & NT) Enterprise Agreement 2024*.

All Purpose Allowance where an Employee qualifies for this allowance, it will apply consistently to all hours worked. It is an all-purpose allowance.

Casual Rate means the Casual Rate of pay.

Commissioning means work performed within the Employer's scope of work on a client's site, once the plant or a particular part of the plant is handed over to operations. This work falls within the scope of this Agreement.

Company means UGL Resources (Contracting) Pty Ltd (ACN: 121 122 969).

Continuous Shift worker means an Employee that is rostered to work shifts inclusive of weekend and public holidays, over 7 days, 24 hours per day.

Electrician Special Class is defined as per the Electrical, Electronic and Communications Contracting Award 2020.

Employee Representative means a representative recognised by UGL as elected by the Employees to represent their interests.

Employee or Employees means an Employee of UGL Resources (Contracting) Pty Ltd to whom this agreement applies.

Employer means UGL Resources (Contracting) Pty Ltd.

Flat Allowance where an Employee qualifies for this allowance, it will apply to the ordinary hours of work.

Flat Rate is not an all-purpose rate. No other penalties, loadings or entitlements will compound on them.

FWC means Fair Work Commission.

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

Maintenance Work means work that includes but is not limited to performing preparatory work, maintenance and servicing, modification, upgrade/ capital work (including commissioning) and shutdown/turnaround work, brownfield project work and associated miscellaneous work.

Mechanical Tradesperson Special Class is defined as per the Manufacturing and Associated Industries Award 2020.

NES means National Employment Standards under the FW Act, as amended from time to time.

Regular and systematic basis means employment where there is a repetitive pattern of planned work over an extended period of time.

Site means any site within QLD and NT where Employees of UGL Resources (Contracting) Pty Ltd (ACN: 121 122 969) are engaged.

1.4. Commencement and Duration of Agreement

- 1.4.1. This Agreement will commence operating on and from the seventh day after the date of approval of the Agreement by the Fair Work Commission (**Commencement**) and will have a nominal expiry date of three years from the date of Fair Work Commission approval.
- 1.4.2. Until this Agreement is terminated or replaced under the provisions of the *Fair Work Act 2009* (Cth) (the **FW Act**) or any other applicable legislation, it will continue to apply.

1.5. Application and Coverage of this Agreement

- 1.5.1. This Agreement will cover and apply to UGL Resources (Contracting) Pty Ltd (ACN: 121 122 969) (the **Company**) and its Employees covered by the scope of this Agreement at clause 1.5.2 and engaged in the classifications specified in Schedule 1 (Classification Structure).
- 1.5.2. This Agreement will cover and apply to the Employees and the Company in Queensland and the Northern Territory engaged to perform Maintenance Work in accordance with clause 1.5.3.
- 1.5.3. Maintenance Work is defined as work that includes but is not limited to performing preparatory work, maintenance and servicing, modification, upgrade/ capital work (including commissioning) and shutdown/ turnaround work, brownfield project work and associated miscellaneous work.
- 1.5.4. This Agreement does not cover Employees engaged on any project or site where a project or site specific FWC approved enterprise agreement is in operation in accordance with the FW Act which covers the Company as at the notification time for this Agreement.
- 1.5.5. The Agreement will also cover the Communications, Electrical, Plumbing Union of Australia (CEPU) and the Automotive, Food, Metal Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers' Union (AMWU) representing Employees whose industrial interests they represent, as covered by the Fair Work Commission's (FWC's) decision approving this Agreement.

1.6. Effect of this Agreement

- 1.6.1. This Agreement will operate to the exclusion of any other industrial agreements, awards, modern awards or industrial instruments (whether or not made or lodged pursuant to the Fair Work Act 2009 (Cth) (FW Act))
- 1.6.2. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. However, the NES is not incorporated and does not form part of this Agreement.

1.7. No Extra Claims

Subject to the FW Act, the parties bound by this Agreement will not pursue any further claims during the life of this Agreement relating to the conditions of employment, whether dealt with in this Agreement or not.

1.8. Dispute Resolution Procedure

- 1.8.1. If a dispute relates to:
- a) A matter arising under the Agreement; or
 - b) the NES;

This term sets out procedures to settle the dispute.

- 1.8.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 1.8.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant Supervisors and/ or management.
- 1.8.4. The Employee must first raise the dispute with their Supervisor. If the dispute cannot be resolved between the Employee and the Supervisor, the Employee must then escalate the dispute in writing to the Contract Manager.
- 1.8.5. Where the dispute remains unresolved, the Employee must then escalate the dispute in writing to the relevant Operational Manager.
- 1.8.6. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 1.8.7. The FWC may deal with the dispute in two stages:
- a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - i. Arbitrate the dispute; and
 - ii. Make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 1.8.8. While the parties are trying to resolve the dispute using the procedures in this term:
- a) An Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - b) An Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. The work is not safe; or
 - ii. Applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. The work is not appropriate for the Employee to perform; or
 - iv. There are other reasonable grounds for the Employee to refuse to comply with the direction.

1.8.9. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

1.9. Consultation

1.9.1. This clause applies if the Company:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

1.9.2. For a major change referred to in 1.9.1(a):

- (a) the employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) clauses 1.9.3 to 1.9.9 apply.

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

1.9.4. If:

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

1.9.5. As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion--provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

1.9.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

1.9.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

1.9.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 1.9.2(a) and clauses 1.9.3 and 1.9.5 are taken not to apply.

1.9.9. In this term, a major change is **likely to have a significant effect on Employees** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

1.9.10. For a change referred to in clause 1.9.1(b):

- (a) the employer must notify the relevant Employees of the proposed change; and
- (b) subclauses 1.9.11 to 1.9.15 apply.

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

1.9.12. If:

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

1.9.13. As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion - provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

1.9.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

1.9.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

1.9.16. In this term:

"relevant Employees " means the Employees who may be affected by a change referred to in clause 1.9.1.

1.10. Cyclone Procedure

- 1.10.1. If Employees are stood down because of a threat of a cyclone, the following procedure will apply.
- 1.10.2. If at the commencement of the cyclone period the Employees report for and remain at work until otherwise directed by the Company and following the "all clear" resume duty in accordance with the direction of the Company, the Employees will be paid for the normal rostered ordinary time and overtime hours occurring during the stand down.
- 1.10.3. Notwithstanding the above, if Employees commenced an additional overtime shift prior to the stand down due to a cyclone, those Employees will be paid what would have been earned on that shift but for the stand down.
- 1.10.4. If on any day during the cyclone stand down Employees are required for work and are requested to do so by the Company and they are not willing or available to work when so requested except in the case of obvious hardship, those Employees will not be entitled to be paid for that day or part thereof.
- 1.10.5. If Employees are required to remain at work or if they have been called out to work during the period of time during which the operation has been stood down during a cyclone the Employees will be paid for all time worked at single time in addition to the rate the Employees would have received other than for the cyclone.
- 1.10.6. After the "all clear" has been given the Company will notify the Employees of the time at which normal operations are to resume and the time at which Employees are to resume work. If an Employee does not present for work at the time required by the Company in respect of that day, the Employee is entitled to payment of time worked only.
 - (i) Where, on any day following the resumption of normal operations or on any subsequent day the Employees cannot be usefully employed because of damage caused to the operations by the cyclone, the Company may stand the Employees down without pay.
 - (ii) If an Employee's mobilisation to site is delayed because of cyclone conditions or associated to cyclone conditions and the Employee remains available for mobilisation, the Employee will be paid 7.2 hours at ordinary rates of pay to a maximum of three days.
 - (iii) If Employees are demobilised to their point of hire and they are requested by the Company to hold themselves in readiness the Employees will be paid for the ordinary time hours they would have worked but for the cyclone, up to a maximum of their weekly ordinary hours under clause 4.2 of this Agreement as applicable.
 - (iv) The above provisions do not prevent the Company from terminating an Employee's employment due to the inability to provide useful work as a result of a cyclone.

2. DUTIES AND RESPONSIBILITIES

2.1 Duties

- 2.1.1. Employees will be employed by the Company in accordance with a classification outlined in Schedule 1. Employees will be provided with notice of assignments in writing.
- 2.1.2. Subject to qualifications, experience and fitness, the Employee will be required to perform all tasks comprehended by their classification including those incidentals to the main functions of the classification. The Employee will also be required to perform any additional tasks as directed by the Company which are within the Employee's skill, qualifications, training and competence.
- 2.1.3. The Company may direct an Employee to 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.
- 2.1.4. The Employee's appointment to a classification and to particular work is at the discretion of the Company, considering operational factors and client requirements.
- 2.1.5. Nothing in this Agreement precludes the Employee's appointment or transfer to another classification of work covered by the Agreement in which case this Agreement continues to apply.
- 2.1.6. Nothing in this Agreement precludes an Employee's transfer or reassignment to another site within the scope of this Agreement. In the event the Employee is required to transfer or to be reassigned to another site, the Company will consult with the affected Employee(s).
- 2.1.7. It is the Company's practice to periodically examine duties and responsibilities to ensure that they relate to the requirements of the Company and the client and to incorporate any required changes.

2.2. Training and Development

- 2.2.1. The Company acknowledges changes within the industries that we operate and the need for Employees to have the necessary skill requirements to perform the inherent requirements of their role.
- 2.2.2. In order to assist with safety, efficiency and productivity, the Company will ensure that best efforts are undertaken to provide training and development opportunities in an equitable manner.
- 2.2.3. Training and development opportunities must take into consideration:
 - a) The current and future skill requirements of the work being undertaken;
 - b) The size, structure and nature of the contract and site on which Employees are engaged;
 - c) Availability and rostering of the workforce.
- 2.2.4. The Employee will be required to undertake training at the Company's direction aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company. The Company will consult with the affected Employee(s) where it is identified that they are required to undertake training.

- 2.2.5. Company provided or arranged training will be completed during normal working hours. Where training is delivered by a third party, the hours may vary to those which are normally worked.
- 2.2.6. The Company will pay for any required training as well as the hours which an Employee attends training.
- 2.2.7. Where an Employee is required to undertake a training course that has a licence requirement, the Company agrees to pay for the training course and any associated materials however the licence renewal will be the responsibility of the Employee.

2.3. Responsibilities

- 2.3.1. This Agreement is supported by policies and procedures of the Company (and where applicable, the Company's clients), which provide guidelines for the full and efficient administration of the employment relationship.
- 2.3.2. The Company may, at its discretion, alter and amend these policies and procedures.
- 2.3.3. The Employee will be advised of any changes to such policies and procedures where they affect the Employee. It is a condition of employment that Employees comply with such policies and procedures in this Agreement and their letter of employment and letter of assignment as may be in force from time to time, however these policies and procedures do not form part of this Agreement and are not incorporated into this Agreement.
- 2.3.4. All Employees will be required to comply with the client's rules and regulations as amended from time to time and adopt safe work practices for the protection persons on site.
- 2.3.5. Where an Employee resides in Company provided accommodation the Employee will be required to comply with the applicable Conditions of Occupancy and Site Policies and Procedures as amended from time to time for such accommodation.
- 2.3.6. Where applicable, Employees will comply with the Company's timekeeping requirements and the Company will maintain pay records in accordance with the relevant legislation.

2.4. Stand Down

- 2.4.1. The Company will have the right to deduct payment for any day, or part day, an Employee cannot be usefully employed because of a strike or through any breakdown in machinery or any stoppage of work, including but not limited to circumstances where the Company is prevented from transporting Employees to the work site, by any cause for which the Company cannot reasonably be held responsible, having reviewed and having no reasonable alternative work available.

2.5. Safety and Protective Equipment

- 2.5.1. The Company will provide a safety helmet, coveralls (or equivalent clothing), hearing protection, safety glasses and work gloves. The Company will supply permanent Employees with pants, shirts and a winter jacket, where required. Should further protective equipment be required such equipment will be supplied. Protective equipment will be replaced on a fair wear and tear basis only. In the case where Employees are transferred between sites and an issue of protective clothing or equipment has previously been made to them, they

will not be entitled to a further issue other than on a fair wear and tear basis.

- 2.5.2. All protective clothing and equipment provided to Employees will remain the property of the Company and Employees are required to properly treat and care for all protective clothing and equipment.
- 2.5.3. Employees are required to work and act in a manner which does not constitute a risk to the health and/ or safety of themselves, plant and equipment and other Employees or persons on the site.
- 2.5.4. Employees are required to wear the appropriate protective equipment at all times whilst on site and must adhere to the safety rules and regulations of both the Company and the Company's clients on each project or site that they work. Non-compliance with safety rules and regulations will be grounds for removal from the project or site and may result in termination of employment.

2.6. Employee Representative Training

- 2.6.1. The Company recognises the role of Employee Representatives and nominated Union Delegates to represent Employees in the dispute resolution procedure. Approved means nominated by the workforce and formally notified to the Company.
- 2.6.2. The Company must be informed of nominated Union Delegates in order for them to be recognised as a Delegate under this clause. The Union will inform the Company in writing within a reasonable timeframe following the nomination of a Delegate.
- 2.6.3. Nothing in this clause will prevent a Union Delegate also being nominated as an Employee Representative.
- 2.6.4. An Employee appointed as an Employee Representative on the site in which they are employed will be recognised as the representative of the Employee(s) and will be allowed the necessary time to consult with the Company and the Employee(s) on matters relating to the dispute resolution procedure.
- 2.6.5. Employee Representatives and Union Delegates will be provided with reasonable access to communication equipment and facilities for conducting representative duties where necessary.
- 2.6.6. An approved Delegate or Employee Representative may apply in writing for up to five days of paid leave each calendar year to attend courses conducted by a training provider that are designed to provide skills and competencies that will assist the Delegate or Employee Representative to contribute to the prompt resolution of disputes in the workplace. The training must not unreasonably interfere with operations.
- 2.6.7. The application for leave must be in writing, include the nature, content and duration of the course to be attended and be provided with two weeks' notice of the proposed training so that appropriate consideration and coverage can be arranged.
- 2.6.8. Leave granted will be deducted from a combined bank of 10 days per site.
- 2.6.9. This leave is not accumulative and does not payout upon termination.
- 2.6.10. Each Employee on leave approved in accordance with this clause will be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an Employee means the classification base rate for ordinary time

and superannuation which otherwise would have been payable.

- 2.6.11. All expenses (such as travel, accommodation, and meals) associated with or incurred by the Employee attending a training course as provided in this clause will be the responsibility of the Employee or the Union.
- 2.6.12. An Employee will be required to satisfy the Company of attendance at the course to qualify for payment of leave.

2.7. Qualifications and Licenses

- 2.7.1. As a condition of employment, Employees will be required to hold certain qualifications and or licenses to perform their duties. Where the Employee is engaged under a classification that requires such qualifications and or licenses the Employee must notify the Company immediately if that qualification or licence is suspended or cancelled or if the Employee is disqualified from holding or obtaining that qualification or licence.
- 2.7.2. In the event that the Employee is unable to legally perform the work the Employee is employed to perform due to such suspension, cancellation or disqualification, the Employee's employment may be terminated by the Company. Failing to notify the Company of such suspension, cancellation or disqualification may also be grounds for terminating the Employee's employment.

3. STANDARD CONDITIONS OF EMPLOYMENT

3.1 Contract of Employment

- 3.1.1. Employment will be offered on a weekly, casual, maximum or fixed term basis, or for a specified task and new Employees will have their type of employment confirmed in their written offer of employment.
- 3.1.2. Weekly Employment
 - (i) Unless specifically employed as a casual Employee, fixed or maximum term Employee or for a specified task, Employees will be deemed to be employed as weekly Employees.
 - (ii) Weekly Employees are required to serve a probationary period for the purpose of the Company and the Employee determining the Employee's suitability for the job. The length of the relevant probationary period is set out in clause 4.1 of this Agreement. The Company may at its discretion waive the requirement to serve a probationary period. Where this occurs the Employee will be notified in writing by the Company.
 - (iii) Either party may notify its intention to terminate the Employee's employment at any time during, or at the end of the probationary period by either the Employee or the Company giving one weeks' notice of termination. The Company reserves the right to pay one week's pay in lieu of notice.
 - (iv) At the successful completion of the probationary period, the Employee may be invited by the Company to continue on weekly employment or fixed or maximum term employment.
 - (v) An Employee's employment may be terminated at any time by the provision of notice (or payment in lieu thereof) as set out in this clause. In order to terminate the Employee's employment, unless the Employee is employed as a casual Employee, the Company will give the Employee notice in accordance

with the following table:

Employees Period of Continuous Service with the Company	Notice
Less than 1 year	1 week
More than 1 year, less than 3 years	2 weeks
More than 3 years, less than 5 years	3 weeks
More than 5 years	4 weeks

- (vi) Employees over 45 years of age with not less than two years continuous service at the time of giving notice will be entitled to an additional one weeks' notice.
- (vii) Following the giving of notice of termination by either party, the Company may, at its discretion, elect to pay the Employee for part or all of the notice period and not require the Employee to work out the notice period.
- (viii) When calculating payment in lieu of notice an Employee (in accordance with clause 3.1.2(vii) above) will be paid all amounts they would have received if the Employee had continued until the end of the required notice period worked out on the basis of hours the Employee would have worked for the period at the amounts payable to the Employee for those hours including loadings, allowances and penalties.
- (ix) The notice of termination required to be given by the Employee, unless they are employed as a casual Employee, or unless agreed otherwise, will be the same notice period as specified for the Company.

3.1.3. Casual Employment

- (i) A casual Employee will be an Employee who is engaged and paid as such.
- (ii) As a casual Employee an Employee may be employed at any time and the Employee's period of employment may vary. Even if a casual Employee works regular and/ or systematic rosters or shift patterns for a period, they have no guarantee of such pattern or roster continuing. As a casual Employee there is no guarantee of any minimum number of work hours or shifts that may be offered by the Company from time to time.
- (iii) If an Employee is employed as a casual Employee, the Employee will be paid per hour for the work they perform under this Agreement.
- (iv) As a casual Employee an Employee will be paid a flat 25% casual loading in addition to the Employee's base rate of pay (as set out in clause 4.12) for their classification for Ordinary Hours of work. The casual loading is specifically paid in lieu of paid public holidays, paid annual leave, paid sick leave, other paid absences, notice of termination, redundancy pay, or any other entitlements reserved for permanent Employees.
- (v) Casuals who perform work outside of the Ordinary Hours specified in clause 4.2.1 as applicable, will be paid the shift or overtime loadings at the rates prescribed in this Agreement for such work instead of and not addition to, the casual loading specified in clause (iv) above. For clarity, casual loading is not applied to work performed outside of the Ordinary Hours as defined in clause

4.2 (including overtime).

- (vi) A casual Employee, other than an irregular casual Employee, who has been engaged by the Company for a period of employment under this Agreement of 12 months, thereafter, has the right to elect to have their contract of employment converted to full-time employment if the employment is to continue beyond the conversion process.
- (vii) In the event that the Employee or the Company terminates the Employee's employment either party will be required to give the other at any time one hour's notice of termination or payment or forfeiture of one hour's pay, as the case may be.

3.1.4. Fixed Term or Specific Task Employment

Employees may be employed as a full-time Employee for a stated maximum period of time or for a specific project or task confirmed in the Employee's written offer of employment.

3.1.5. Subject to the Act, if the Employee fails to give the required notice or having given such notice, leaves before the notice expires, the Employee will forfeit the entitlement to any monies owing to the Employee under this Agreement, except to the extent that those monies exceed the ordinary wages for the prescribed period of notice.

3.1.6. The Company has the right to dismiss an Employee at any time because of misconduct, in which case the Employee will be paid all wages due up to the time of dismissal only. The Company will not be required to provide notice or payment in lieu of notice in such circumstances.

3.1.7. The Company will be under no obligation to pay for any day, or part day, not worked upon which the Employee is required to present for duty, except for authorised absences from work for which the Employee has an entitlement to be paid pursuant to this Agreement.

3.1.8. The Company may seek authorization from an Employee to deduct any amounts owed (or part thereof) by an Employee from any amounts payable by the Company to the Employee.

3.2. Compassionate Leave

3.2.1. Permanent Employees are entitled to two days paid compassionate leave per occasion for the purposes of spending time with a person who is a member of the Employee's immediate family or a member of the Employee's household; and they contract or develop a personal illness that poses a serious threat to their life, or sustains a personal injury, that poses a serious threat to their life, or after the death of a member of the Employee's immediate family or a member of the Employee's household. The leave can be taken at any time while the injury or illness persists. Compassionate leave will be paid at the Employee's base rate of pay for their Ordinary Hours during the period of leave.

3.2.2. The period of paid compassionate leave is to be taken as a single unbroken period of two days, or two separate periods of one day each, or any separate periods to which the Employee and the Company agree.

3.2.3. 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 the Employee and the person the Employee is taking compassionate leave for.

3.2.4. Employees must also advise the Company as soon as reasonably practical of their intention to take compassionate leave. Whenever possible Employees should advise the Company at least three hours prior to the commencement of their shift. Employees must indicate the expected duration of their absence.

3.2.5. Compassionate leave is unpaid for casual Employees.

3.3. Family & Domestic Violence Leave

3.3.1. Employees including casual Employees will be entitled to Domestic Violence Leave in accordance with the NES.

(a) In this clause family and domestic violence means violent, threatening or other abusive behaviour that seeks to coerce or control the Employee and that causes them harm or to be fearful.

(b) family member means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or

(ii) (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or

(iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

(c) A reference to a spouse or de facto partner in the definition of family member in clause 3.3 includes a former spouse or de facto partner.

3.4. Requests for Flexible Working Arrangements

Employees are entitled to request flexible working arrangements in accordance with the provisions of the NES.

3.5. Parental Leave

Employees may be entitled to unpaid parental leave in accordance with the provisions of the NES.

3.6. Long Service Leave

The Company will provide long service leave or long service leave contributions as required by the relevant legislation applicable to the Employee.

3.7. Community Service Leave

3.7.1. Jury Service

(a) If an Employee is required to attend jury service during ordinary working hours the Employee will be reimbursed by the Company an amount equal to the difference between the amount paid for attending jury service and what the Employee would have received at work for their ordinary hours under clause 4 of this Agreement as applicable had the Employee not been on jury service.

(b) Employees will notify the Company as soon as practicable of the date/s they are required to attend jury service. Further, Employees will provide the Company with all the necessary information to administer this Clause including evidence of any jury pay paid to the Employee.

- 3.7.2. All other entitlements to community service leave will be in accordance with the NES.

3.8. Superannuation

- 3.8.1. The Company will contribute superannuation at the rates prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth), calculated on an Employee's ordinary time earnings. This contribution will be made to an approved Superannuation Fund such as CBus or any other complying Superannuation Fund that provides for "My Super" options.
- 3.8.2. For the purposes of superannuation contributions "ordinary time earnings" will mean an Employee's actual ordinary rate of wage received for ordinary hours of work including tool allowance, leading hand allowance, shift loading and site allowance for ordinary hours.
- 3.8.3. The Company must make superannuation contributions on behalf of the Employee to an eligible choice fund as nominated by the Employee or, if 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.

3.9. Payment of Wages

Wages will be paid on the day nominated by the Company by electronic funds transfer into the Employee's nominated account.

3.10. Fitness for Work

- 3.10.1. It is a requirement under this Agreement that Employees comply with the Company's Fitness for Work Policy and any site requirements of the client for fitness for work. This includes the requirement to participate in alcohol and other drug testing. If an Employee has any concerns regarding their fitness for work or the fitness for work of another person, the Employee must notify their supervisor immediately.
- 3.10.2. The Company may require Employees to undergo such medical tests that it deems appropriate. Employees agree under this Agreement to undertake such tests as directed by the Company.

3.11. Security

- 3.11.1. Employees must display or produce on request the form of personal identification card issued for the purpose of working on the site, or seeking entry to the site, or at any time whilst on the site.
- 3.11.2. Unauthorised use of personal identification card may result in dismissal for misconduct. If an Employee loses their personal identification card the Employee may be required to pay for the replacement of the card.
- 3.11.3. Employees are required to adhere to project and site-specific rules and regulations, including safety, security and environmental and quarantine rules as applicable. Non-compliance with these rules and regulations will be grounds for removal from the project or site and may result in termination of employment.
- 3.11.4. Smoking in unauthorised areas or outside of a break period designated by the Employee's Supervisor will be deemed to be serious misconduct and

Employees may result in termination of employment.

- 3.11.5. Employees will be subject to baggage and vehicle searches on entering or leaving any work area or the site. If an Employee refuses to permit baggage or vehicle searches the Employee may be subject to disciplinary measures including dismissal.
- 3.11.6. Mobile phones, pagers and cameras may be prohibited objects and are not allowed on certain work sites. Employees will be advised of particular site requirements before commencing work on sites where these objects are prohibited. If an Employee takes or uses prohibited objects on the work site, the Employee will be deemed to be guilty of serious misconduct and may be liable for dismissal in accordance with the provisions of this Agreement.

3.12. Individual Flexibility Agreement

- 3.12.1. Notwithstanding any other provision of this Agreement, the Company and an individual Employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual Employee. The terms the employer and the individual Employee may agree to vary the application of are those concerning:
 - (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 3.12.2. The employer and the individual Employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual Employee has commenced employment with the employer.
- 3.12.3. The agreement between the employer and the individual Employee must:
 - (a) be confined to a variation in the application of one or more of the terms listed in clause 3.11.1; and
 - (b) result in the Employee being better off overall at the time the agreement is made than the Employee would have been if no individual flexibility agreement had been agreed to.
- 3.12.4. The agreement between the Company and the individual Employee must also:
 - (a) be in writing, name the parties to the agreement and be signed by the employer and the individual Employee and if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual Employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the employer and the individual Employee;
 - (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and

- (e) state the date the agreement commences to operate.
- 3.12.5. The employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 3.12.6. Except as provided in clause 3.12.4(a), the agreement must not require the approval or consent of a person other than the employer and the individual Employee.
- 3.12.7. An employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 3.12.8. The agreement may be terminated:
 - (a) by the employer or the individual Employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual Employee.

Note: If any of the requirements of section 144(4) of the FW Act, which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the Employee or the Company, giving written notice of not more than 28 days.
- 3.12.9. The right to make an agreement pursuant to this clause is in addition to and is not intended to otherwise affect, any provision for an agreement between the Company and an individual Employee contained in any other term of this Agreement.

3.13. Living Away from Home Allowance

- 3.13.1. Employees may be required to work away from their usual place of residence in order to complete the inherent requirements of their role.
- 3.13.2. Where an Employee is specifically requested to work at a distant work site and where the Company considers that, having regard to location of the distant work site, it is not reasonable for them to travel to and from their usual place of residence on a daily basis, the Company will, at its sole discretion, apply either one of three options in determining the arrangements that apply in the application of this clause.
- 3.13.3. Option 1 - The company will provide accommodation including the provision of breakfast, lunch and dinner meal(s); or
- 3.13.4. Option 2 - Employees may be provided with a Living Away from Home Allowance (**LAFHA**). The minimum LAFHA will be \$700.00 per week (or a pro-rata allowance of \$140.00 per day); or
- 3.13.5. Option 3 – The Company will provide accommodation and Employees will receive a daily meal allowance of \$65.00.
- 3.13.6. The LAFHA provided in clause 3.12.4 is a gross payment and is inclusive of required PAYG taxation withholdings and Fringe Benefit Tax (**FBT**) costs.
- 3.13.7. The Company will provide the following standard of accommodation:
 - (a) A well-maintained, air-conditioned, motel style room;

- (b) Access to radio/television;
 - (c) Access to bath/shower and toilet facilities;
 - (d) Access to a refrigerator.
- 3.13.8. Where the Company is unable to provide the above minimum accommodation standards, a daily allowance of \$30.
- 3.13.9. An Employee's eligibility for the LAFHA is in accordance with tax legislation as amended from time to time and the Employee's ongoing compliance with the Company's administrative requirements. These requirements may include (but are not limited to):
- (a) provision of a complying declaration in the form required by the Company each tax period; and/ or
 - (b) provision of evidence to the satisfaction of the Company as to the Employee's usual place of residence as and when required by the Company to establish their ongoing entitlement to a LAFHA; and/ or
 - (c) complying with any other requirements of the Company to substantiate their ongoing entitlement to the LAFHA.
- 3.13.10. A failure by an Employee to comply with the requirements of clause 3.12.8 may result in the Employee:
- (a) having their entitlement to a LAFHA suspended or removed as ineligible; and/ or
 - (b) having their entitlement to LAFHA subject to a PAYG withholding or any Company FBT liability deducted by the Company; and/ or
 - (c) disciplinary action.
- 3.13.11. Notwithstanding the provisions of clauses 3.12.1 to 3.12.8, the Company may, in its sole discretion, withhold PAYG taxation, deduct any FBT costs or recover any unaccounted amounts which become subject to a taxation liability from the Employee's wages or any payments made on termination as authorised by the Employee.

3.14. Market Flexibility and Site Terms

Where an Employee is deployed to a particular site or project and where at the discretion of the Company it is determined to pay a higher level of remuneration than that specified in this Agreement, such amounts of higher level remuneration will be in satisfaction of and in compensation for any and/ or all base rates of pay, entitlements, terms, conditions, penalties, loadings and allowances under this Agreement. Provided that the total remuneration provided to the Employee will not be less than the Employee would have received under this Agreement. In the event that the Company determines to implement a higher level of remuneration this will be reflected in the Employee's Contract of Employment.

4. MAINTENANCE

4.1. Probationary Period

- 4.1.1. Subject to clause 3.1.2(ii), Weekly Employees are required to serve a probationary period of 12 weeks. This does not affect the Minimum Employment Period for the purposes of the FW Act.

4.2. Ordinary Hours

- 4.2.1. The Ordinary Hours will be 38 per week averaged over four weeks. Rosters may be organised on the following bases:
- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (d) 152 hours within a work cycle not exceeding twenty-eight consecutive days; or
 - (e) such other roster as may meet the needs of the client.
- 4.2.2. Except in the case of casual Employees, the Ordinary Hours of 38 hours per week will be the Employee's "ordinary hours" of work for purposes of leave accrual pursuant to the FW Act.
- 4.2.3. The Ordinary Hours may be worked on any days or all of the days of the week, Monday to Friday inclusive and except in the case of shift Employees will be worked continuously, except for meal breaks, at the discretion of the Company between 6.00 am and 6.00 pm provided that:
- (a) The Ordinary Hours will be consecutive except when taking an unpaid meal break, which does not exceed half an hour; and
 - (b) The hours of work under this Agreement will be established by the Company to meet the operational requirements of the work area or location, as advised by the Employee's supervisor, or their delegated nominee.
 - (c) The ordinary hours of work may be worked on a Saturday and/ or Sunday where the affected Employee(s) and the Company agree.
 - (d) Ordinary hours worked prior to 12:00 noon on a Saturday will be paid at the rate of 150% for the first two hours and 200% thereafter.
 - (e) Ordinary hours worked after 12:00 noon on a Saturday or work performed on a Sunday will be paid at the rate of 200%.
- 4.2.4. The Company may vary the hours of work and shift rosters to meet operational requirements. The Company may transfer an Employee to or from day work or shift work rosters and from one shift panel to another. Employees will be provided with 48 hours' notice (unless a shorter period is agreed with the Employee) from the Company of a variation to the hours of work and shift rosters, or a transfer between such rosters.
- 4.2.5. The applicable roster may require Employees to work reasonable additional hours (i.e.: overtime) to meet operational requirements. Employees accept and acknowledge this requirement as being reasonable in the circumstances reflecting the nature of the rosters, the location of the Company and its operational requirements as well as acknowledging the requirement to work public holidays that fall during the roster. The assignment of overtime by the Company will be based on specific work requirements and the practice of "one in, all in" overtime will not apply.
- 4.2.6. An Employee will be dressed and ready to start work at their normal start time

at their designated workplace and work will finish at the Employee's normal finish time and place.

- 4.2.7. Employees will present for duty and remain on duty during the ordinary hours of work.
- 4.2.8. Except if the Employee is a shiftworker, when work is performed outside the ordinary hours it will be overtime and payable at overtime rates as provided for by this Agreement.

4.3. Rostered Day Off

- 4.3.1. This Clause will only apply if the Company implements a roster including a Rostered Day Off (**RDO**) entitlement. Should the Company decide to implement such rostering arrangements, Employees will be rostered for ordinary working hours of 7.6 per day over five days plus accrual towards an RDO.
- 4.3.2. The ordinary working hours will be eight hours per day, with the first 0.4 of one hour of each working day accruing as a RDO entitlement in accordance with this Clause.
- 4.3.3. The taking of RDOs may be altered in order to improve productivity by exercising a more flexible arrangement in respect of the spreading of Employees taking an RDO.
- 4.3.4. Where there is an emergency or a special client or Company need and subject to the agreement of applicable Employees, work may be carried out on weekends adjacent to scheduled RDOs unless impracticable.
- 4.3.5. Agreement will be reached by the Company and Employees as to which day will be taken as a RDO when such an entitlement is due. It is agreed a Company roster system will apply.
- 4.3.6. An Employee may elect, with the consent of the Company, to take RDOs in part day amounts.
- 4.3.7. An Employee may elect, with the consent of the Company, to accrue up to seven RDOs during any 12-month period for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Company and Employee.
- 4.3.8. Records of banked RDOs will be maintained by the Company and provided to the Employee upon request.
- 4.3.9. Upon termination of employment, any RDOs banked by the Employee will be paid out at ordinary rates.
- 4.3.10. Where more than one accrued RDO is to be taken on consecutive working days, application for such time will be agreed between the Company and Employee.

4.4. Meal Breaks and Rest Breaks

- 4.4.1. An Employee will be entitled to an unpaid 30-minute meal break in duration taken no longer than six hours after the commencement of work on that day. The Company may stagger the time of a meal break to meet operational requirements.
- 4.4.2. Where an Employee is required to work during the Employee's usual meal break and such meal break is postponed for more than half of one hour, the Employee will be paid at overtime rates until such time as the meal break is taken.
 - (a) Despite 4.4.2 above, overtime rates will not be paid where an Employee

is instructed to do so for the purpose of making good any breakdown of plant, routine maintenance of plant which can only be done while the plant is in idle or where work is being performed and it would be unsafe or impracticable for a break to be taken at the time of the designated break.

- (b) The time of taking a scheduled meal break or rest break by one or more Employees may be altered by an employer if it is necessary to do so in order to meet a requirement for continuity of operations.

4.4.3. A rest period of 15 minutes will be allowed each shift. This rest period will be counted as time worked and will be arranged at a time and a manner to suit the convenience and operational requirements of the Company.

4.4.4. Employees working on an afternoon or night shift will be entitled to a paid meal break of 20minutes instead of an unpaid meal break of up to 30 minutes.

4.4.5. Notwithstanding any other provision of this Agreement relating to meal breaks, rest periods and payments, the following arrangements will apply where Employees are rostered to work on a shutdown or project involving a planned work pattern of 12 hours of day work continuous with 12 hours of night shift work.

- (a) The working day or shift will include a 25-minute paid meal break which will be taken as near as practicable to the middle of the working day or shift. Two rest paid periods of 15 minutes will also be taken which will be scheduled during the day or shift to suit the requirements of the work.

- (b) Where this work pattern is applied, the 12 hours will be treated as paid hours, comprising of ordinary time and overtime for day work and ordinary time with shift loading and overtime for the night shift.

- (c) The provisions of clause 4.4.5.2 will not be used as a precedent for or support for a claim in relation to any other work or work pattern that may be worked under this Agreement.

4.5. Overtime

4.5.1. The nature of the work is such that Employees will be required to work reasonable overtime.

4.5.2. All work done beyond the Ordinary Hours as outlined in this Agreement will be paid for at the rate of time and one half for the first two hours and double time thereafter.

4.5.3. Work performed prior to 12:00 noon on a Saturday will be paid at the rate of time and one half for the first two hours and double time thereafter.

4.5.4. Work performed from 12:00 noon on a Saturday or work performed on a Sunday will be paid at the rate of double time.

4.5.5. In computing overtime each day will stand alone, but when an Employee works overtime which continues past midnight on any one day, such time worked after midnight will be deemed to be part of the previous day's work for the purpose of this clause.

4.5.6. An Employee recalled to work after leaving work will be paid for at least four hours at the applicable overtime rate, provided that such rate will be not less than double time.

- 4.5.7. Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an Employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the Employee's ordinary time rate.
- 4.5.8. An Employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the Employee is to continue work after the rest break.
- 4.5.9. Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break must be paid at the Employee's ordinary time rate.
- 4.5.10. Rest Period Between Shifts
- (a) When overtime is required to be worked it will, whenever reasonably practicable, be so arranged that an Employee has at least 10 consecutive hours off duty between the work of successive days.
 - (b) An Employee who works so much overtime between the end of the normal shift and the commencement of normal work the next day has not had at least 10 consecutive hours off duty will be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) If on the instructions of the Company, such an Employee remains on duty without having such 10 consecutive hours off duty, the Employee will be paid at double the ordinary rate of pay until they are released from duty and will then be entitled to ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.5.11. The provisions of this clause apply to an Employee called into work on a Sunday or public holiday immediately preceding an ordinary working day.
- 4.5.12. An Employee required to work overtime for at least two hours or more after working ordinary hours, without being notified on the previous day or shift of the requirement to work overtime or without being provided with a meal, will be paid a meal allowance of \$14.25. Where overtime is to continue for a further four hours the Employee will be paid a further meal allowance of \$14.25. Where the Employee is able to obtain a meal at Company provided accommodation the meal allowance will not be paid.
- 4.5.13. When working more than 10 consecutive hours, additional breaks may be taken with the approval of the site manager, taking into account environmental factors affecting the specific workgroup in line with health and safety guidelines.
- 4.5.14. Where an Employee is required to change from night shift to day work, irrespective of the day of the week that this occurs, the Employee will be paid ordinary hours to the equivalent of an ordinary workday for the day of the change.

4.6. Shift Work

- 4.6.1. The provisions of this clause apply to shift work whether continuous or otherwise.
- 4.6.2. The Company may roster Employees to work shift work and will give such Employees 24 hours' notice of the commencement of a shift or to change from

one shift to another. Where such notice is not given, the appropriate overtime rate will be paid for all time worked until the expiration of the notice period. For the purposes of this clause:

- (a) "Afternoon shift" means any shift finishing after 6.00pm and at or before midnight.
 - (b) "Continuous Shift Work" means work carried on with consecutive shifts of Employees throughout the 24 hours of each of at least seven consecutive days (including weekends and Public Holidays) without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.
 - (c) "Night shift" means any shift finishing subsequent to midnight and at or before 8.00am.
- 4.6.3. Where a shift commences at or after 11.00pm on any day, the whole of that shift will be deemed, for the purposes of this Agreement, to have been worked on the following day.
- 4.6.4. Except at regular changeover of shifts, an Employee will not be required to work more than one shift in each 24 hours.
- 4.6.5. Shift rosters will specify the commencing and finishing times of ordinary hours of the respective shifts. The method of working shifts and/ or the time of commencing and finishing shifts, once having been determined may be varied by the Company providing 24 hours' notice to Employees.
- 4.6.6. Where any work is carried out on shifts other than day shift, and less than five consecutive afternoons or five consecutive night shifts are worked, then Employees will be paid as follows:
- (a) 200% of the ordinary hourly rate if employed on continuous shift work;
 - (b) 150% of the ordinary rate for the first two hours and 200% of the ordinary hourly rate thereafter if employed on other shiftwork.
- 4.6.7. Where a permanent Employee who is usually rostered to work day work only is required to work on night shifts, the Employee will be entitled to be paid a fatigue day of 7.6 ordinary hours at the base hourly rate for the day immediately following the last night shift worked. Where an Employee is working on an RDO roster, their RDO accrual will still be accumulated.
- 4.6.8. Provided that where the ordinary hours of work normally worked are worked on less than five days then the provisions above at clause 4.6.6 will be as if four consecutive shifts were substituted for five consecutive shifts.
- 4.6.9. The sequence of work will not be deemed to be broken under clause 4.6.6 by reason of the fact that work is not carried out on a Saturday or Sunday or any other day that the Company observes a shut down for the purposes of allowing a 38-hour week, or on any public holiday.
- 4.6.10. Employees working on afternoon shift will be paid a flat shift loading of 18% calculated on the Employees base rate of pay for ordinary hours worked during that shift.
- 4.6.11. Employees working on night shift will be paid a flat shift loading of 25% calculated on the Employees base rate of pay for ordinary hours worked during that night shift.

- 4.6.12. For the avoidance of doubt, afternoon and night shift loading will be calculated on the base rate of pay for all Employees, including casuals. Casual Employees will be entitled to the afternoon/night shift loading in addition to casual loading however the loading will not be cumulative.
- 4.6.13. Where an Employee has been working on a night shift, on a shutdown for 12 days or more and the shift concludes on a Saturday or Sunday morning, the Employee will be allowed to take one or two days respectively of leave without pay, upon specific application to their supervisor.

4.7. Annual Leave

- 4.7.1. Employees (other than casual Employees) will be entitled to four weeks of paid annual leave for each year of continuous service with the Company in accordance with the NES.
- 4.7.2. For the purpose of the NES a shift worker defined as a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays.
- 4.7.3. Employees who are shift workers for the purposes of the NES as defined by clause 4.7.2 will be provided with five weeks paid annual leave for each year of continuous service with the Company.
- 4.7.4. An Employees entitlement to paid annual leave accrues progressively during a year of service according to the Employee's Ordinary Hours of work, as specified in clause 4.2.2 and accumulates from year to year.
- 4.7.5. When taking annual leave Employees will be paid their base rate of pay for their Ordinary Hours of work in the period.
- 4.7.6. In addition to the payment prescribed in subclause 4.7.5, Employees will receive a 17.5% loading calculated on the rate of wage prescribed in that subclause. This loading is paid in lieu of the shift loading prescribed in Clause 4.6.10 and 4.6.11.
- 4.7.7. The loading referred to in subclause 4.7.6 will apply to proportionate leave on termination, provided that subject to the NES in the case of termination on account of misconduct, leave loading is not payable.
- 4.7.8. If a public holiday is observed on an ordinary working day during the period of annual leave, that day will not be counted as annual leave.
- 4.7.9. Subject to subclauses 4.7.9 to 4.7.12 an Employee is entitled to take an amount of annual leave during a particular period if at least that amount of annual leave is credited to the Employee and the Company has authorised the Employee to take the annual leave during that period.
- 4.7.10. Any authorisation given by the Company enabling an Employee to take annual leave during a particular period is subject to the operational requirements of the workplace in respect of which the Employee is employed.
- 4.7.11. Employees must take an amount of annual leave during a particular period if an Employee is directed to do so by the Company because, during that period, the Company closes down the business, or part of it, in which the Employee works; and at least that amount of annual leave is credited to the Employee. The Company will give an Employee at least one months' notice of its intention to do so. In the event that an Employee's annual leave accrual is insufficient, the Employee will only be entitled to such leave on full pay as is accrued. The Employee will not be entitled to work or pay during the remainder of the close

down while the other Employees of the Company are on leave on full pay.

- 4.7.12. In cases where an Employee has an excessive entitlement to annual leave accrued, the Company may direct the Employee to take a period of accrued annual leave in accordance with the NES.
- 4.7.13. All untaken accrued annual leave will be paid out at the time of termination of employment.
- 4.7.14. Subject to the agreement of the Company in writing, an Employee may forgo part of their annual leave and cash it out. Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks. An Employee requesting to cash out annual leave must do so in writing. Where an Employee's request to cash out leave is agreed to by the Company, the Employee will be entitled to be paid the full amount that would have been payable to the Employee had the Employee taken the leave foregone.
- 4.7.15. Annual leave will be taken in a complete roster cycle, unless otherwise approved by the Company in writing.
- 4.7.16. This clause 4.7 will not apply to a casual Employee.

4.8. Public Holidays

- 4.8.1. Employees will be entitled to the following days that will be observed as public holidays without deduction of ordinary hours pay:

New Year's Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Labour Day (May Day in Northern Territory)

Sovereign's Birthday

Christmas Day

Picnic Day (NT)

Royal Queensland Show QLD (Brisbane area only)

Boxing Day.

In addition to these Public Holidays that are observed throughout Australia the following days will also be observed in the particular State prescribed.

- 4.8.2. Work performed on any day prescribed as a public holiday under this Agreement will be paid at the rate of double time and one half calculated on the base rate of pay for the Employee's classification. This will also apply to time worked on a public holiday during Ordinary Hours.
- 4.8.3. For the avoidance of doubt, where a casual Employee works on any day prescribed as a public holiday under this Agreement, they will be paid double time and one half calculated on their base rate of pay. Casual Employees will still be entitled to casual loading however the loading will not be cumulative.

- 4.8.4. The Company and Employees may agree to substitute another day for any of the public holidays nominated in subclause 4.8.1 above. Provided that an Employee who works on a day which otherwise would have been a public holiday will be paid the ordinary rate of pay for that day. In this case, the substituted day will be granted without deduction of pay. In all other cases the day of observance for any holidays mentioned in subclause 4.8.1 will be the day gazetted (or as substituted by gazette) in the relevant Government Gazette for the particular site.
- 4.8.5. The Company may require Employees to perform work on a public holiday where it is reasonable to do so.
- 4.8.6. Payment for work on a public holiday in respect of ordinary time and in respect of overtime is provided in clause 4.8.2 above.
- 4.8.7. This clause will not apply to a Casual Employee except for where a public holiday is worked.

4.9. Personal/Carer's Leave

Employees will be entitled to payment for absence due to personal illness or injury in accordance with the NES the following conditions and limitations:

- 4.9.1. Employees, other than casual Employees, are entitled to 10 days of paid personal/carers' leave for each year of service with the Company in accordance with the NES. When taking a period of paid personal leave, Employees will be paid their base rate of pay for their ordinary hours of work, as defined in clause 4.2.2, in that period.
- 4.9.2. Paid personal/carers' leave accrues pro rata progressively throughout the year and is cumulative from year to year.
- 4.9.3. Employees will not be entitled to personal leave for any period in respect of which they receive compensation payable under a law of the State or Commonwealth relating to Workers' Compensation, subject to those laws. Where an Employee is paid personal leave and subsequently receives Workers' Compensation for the same period, the Company may deduct the amount of the overpayment for monies otherwise due or which become due to the Employee and reinstate the Employee's paid personal leave accrual as authorised by the Employee.
- 4.9.4. Except due to circumstances beyond the Employee's control, to be entitled to personal leave, an Employee must notify or have notified their respective Supervisor as soon as reasonably practicable of the Employee's inability to attend work because of personal illness or injury. The Employee will also advise of the nature of injury or illness and the estimated duration of the absence.
- 4.9.5. Employees are not entitled to be paid leave of absence under this Clause for any period in excess of their accumulated paid personal/carers' leave entitlement.
- 4.9.6. To be entitled to personal leave, an Employee must (except where it is not possible due to circumstances beyond the Employee's control) provide the Company with documentary evidence in relation to the period of personal leave either in the form of a medical certificate from a registered medical practitioner or if that is not reasonably practicable a statutory declaration from the Employee. The documentation must be provided to the Company as soon as reasonably practicable. The documentation must include a statement to the

effect if it is a medical certificate that in the registered medical practitioner's opinion, the Employee is, was or will be unfit for work during the period because of personal ill health or injury or if the document is a statutory declaration that the Employee is, was or will be unfit for work during the period because of personal ill health or injury.

- 4.9.7. Leave not approved as personal leave by the Company will be regarded as unauthorised and unpaid.
- 4.9.8. The provisions of this Clause concerning paid personal/carer's leave do not apply to casual Employees. However, a casual Employee will be required to comply with the notification requirements contained within this Clause if they will be absent from a shift or day where they had been rostered to work.

4.10. Carer's Leave

- 4.10.1. Employees may take paid personal/carers leave, for the purposes of family carer's leave, of any member of the Employee's immediate family or a member of the Employee's household who is sick or injured or in the case of an unexpected emergency and that member requires care and support.
- 4.10.2. Employees are entitled to a period of up to two days unpaid carer's leave per occasion. The period of unpaid leave is to be taken as a single unbroken period of up to two days, or any separate periods to which the Employee and the Company agree. Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carers leave.
- 4.10.3. To be entitled to carer's leave, Employees must (except where it is not possible due to circumstances beyond an Employee's control) provide the Company with documentary evidence in relation to the period of carer's leave either in the form of a medical certificate from a registered medical practitioner or if that is not reasonably practicable a statutory declaration from the Employee the documentation must be provided to the Company as soon as reasonably practicable.
- 4.10.4. The documentation must include a statement to the effect that if it is a medical certificate that in the opinion of the registered medical practitioner, the member had, has or will have a personal illness or injury during the period. If the documentation is a statutory declaration it must include a statement to the effect that the Employee requires (or required) leave during the period to provide care or support to the member because the member requires (or required) care or support during the period because of a personal illness, or injury, of the member, or an unexpected emergency affecting the member.
- 4.10.5. Only subclauses 4.10.2, 4.10.3 and 4.10.4 of this clause will apply to a casual Employee.
- 4.10.6. Should an Employee be unable to report for mobilisation as scheduled due to taking personal leave, the Employee should where practicable personally notify their manager at least 24 hours prior to the day on which they are scheduled to report for work.

4.11. Redundancy

Except in cases of transfer of employment or the offer of adequate alternative employment under the FW Act, in addition to the period of notice prescribed for termination in subclause 3.1, Employee will be entitled to a redundancy payment if

eligible under and in accordance with the NES.

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

This clause 4.11 does not apply to casual Employees and other Employees excluded from the entitlement to redundancy pay in s 123 of the FW Act.

4.12. Classification Structure and Base Rates of Pay

4.12.1. The classifications that an Employee may be employed in are in Schedule 1.

4.12.2. The below hourly wage rates will apply from the first full pay period on or after commencement of the Agreement (5% increase).

Level	Wage Rate Range Minimum (per hour)	Wage Rate Range Maximum (per hour)
1	\$32.86	\$42.12
2	\$34.54	\$44.75
3	\$36.82	\$47.40
4	\$38.92	\$50.03
5	\$42.13	\$52.67
6	\$46.33	\$55.29
7	\$48.46	\$60.56
8	\$52.67	\$65.84

9	\$54.77	\$68.47
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- 4.12.3. All existing Employees who are employed on Grade 1 – 5 will receive a 7% increase to their existing hourly rate from the first full pay period on or after commencement of the Agreement.
- 4.12.4. All existing Employees who are employed on Grade 6 – 9 will receive an 9% increase to their existing hourly rate from the first full pay period on or after commencement of the Agreement.
- 4.12.5. The wage increase for 2025 will be 2%. This increase will apply to the minimum and maximum wage rates shown in clause 4.12.2.
- 4.12.6. The wage increase for 2026 will be 2% or WPI, whichever is greater. The WPI rate will be determined by the Wage Price Index Table 3b. 6345.0 (Private Sector, All Industries – Table 3b – Percentage Change from Corresponding Quarter of Previous Year – Australia – Private – All Industries) for the preceding September quarter. This increase will also apply to the minimum and maximum wage rates shown in clause 4.12.2.
- 4.12.7. The 2025 and 2026 wage increase will occur on the first full pay period on or after 1 January 2025.

4.13. Income Protection Insurance

- 4.13.1. The insurance provider for income protection will be Windsor.
- 4.13.2. All Employees covered by this Agreement authorise the Company to deduct a pre-tax amount by way of salary sacrifice to pay the Windsor income protection scheme. The weekly amount to be deducted will be \$40.14.
- 4.13.3. The Company has agreed to facilitate the payments to Windsor on behalf of Employees. The Company does not take any responsibility for the operation of the income protection insurance scheme and will not be involved in any particulars relating to claims made by Employees.
- 4.13.4. If an Employee’s weekly wage is not sufficient to cover the weekly premium, the Employee will be responsible for liaising with Windsor to inform them of such. The Company does not accept any responsibility for lapsed insurance coverage in these circumstances.
- 4.13.5. If the weekly premium for income protection insurance increases throughout the life of this Agreement, any or all additional costs will be covered by the Employee. Employees are responsible for ensuring that the appropriate deductions can be made from their salary and will make arrangements with the Company to ensure payments can be made to Windsor on their behalf.
- 4.13.6. If the current income protection scheme becomes unavailable due to the cost of the scheme or any other unforeseeable circumstance, the Company may consult with the Employees and, where applicable, their nominated representative, in order to cease the arrangements and/ or enter into a suitable alternative income protection arrangement.

4.14. Apprentices

- 4.14.1. Junior Apprentices engaged under this Agreement will be paid the appropriate percentage set out below for the relevant tradesperson’s rate prescribed in clause 4.12 of this Agreement.

Has not completed year 12

First year	50%
Second year	60%
Third year	75%
Fourth year	88%

Has completed year 12

First year	55%
Second year	65%
Third year	75%
Fourth year	88%

4.14.2. Adult apprentices engaged under this Agreement will be paid the appropriate percentage set out below for the relevant tradesperson's rate prescribed in clause 4.12 of this Agreement. Where an Employee is already employed by the Company immediately prior to commencing an apprenticeship as an adult apprentice will not have their hourly rate reduced by virtue of commencing an apprenticeship.

Adult Apprentice First year	80%
Second year	82%
Third year	84%
Fourth year	88%

Allowances

4.15. Electrician or Plumber Licence Allowance

A tradesperson who holds and in the course of their employment is required to use:

- An unrestricted E class licence (or state equivalent) issued pursuant to the relevant regulation in force at the date of this Agreement under the relevant regulation or legislation; or
- a plumber's licence issued pursuant to the relevant regulation or legislation and required by the Employee in order to perform their duties,

will be paid an allowance of \$0.77 per hour (all purpose).

Where applicable, Employees working on an RDO roster will be paid the allowance on each day of their roster cycle including their RDO. For the avoidance of doubt, this allowance will not be paid during periods of leave or on public holidays unless worked.

4.16. Leading Hand Allowance

An all-purpose allowance of \$2.50 per hour will be paid to Employees who are appointed by the Company and perform the role of Leading Hand.

4.17. Dual Trade Allowance

An all-purpose allowance of \$0.86 per hour will be paid to Employees who hold both an Electrical and Instrument trade qualifications recognised by the Company and are required by the Company to use such qualification.

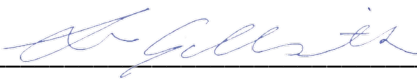
4.18. First Aid Allowance

Where an Employee is appointed as First Aid Officer by the Company they will receive a flat allowance of \$0.41 per hour for each hour they are performing the duties of First Aid Officer.

4.19. Motor Vehicle Allowance

- (a) Where a Company vehicle is not provided, the Company will pay an Employee a motor vehicle allowance of \$0.68 per kilometre as compensation for expenses where the Employee, by agreement with the Company, uses their own motor vehicle in the following cases:
- i. for the distance of the Employee's journey which is in excess of the distance of the journey between the Employee's home and their workshop or depot or site where the Employee starts or finishes work at a job away from their workshop or depot or site; or
 - ii. For the distance of the Employee's journey in travelling between their workshop or depot or site and a job or between jobs.

Signed for and on behalf of UGL Resources (Contracting) Pty Ltd

Signature: 

Date: 21 May 2024

Name: Sam Goldsmith

Address: L6, 199 Grey St, South Brisbane QLD 4101

Authority to Sign: Executive General Manager - Services

Witness Signature: 

Witness Name: Lucy Carmichael

I am authorised by UGL to sign this Agreement on its behalf.

Signed for and on behalf of the Employees

Name: _____

Address: _____

Signature: _____

Authority to Sign: _____

Date: _____

Witness Signature: _____

Witness Name: _____

I am authorised by the Employees to sign this Agreement.

Signed for and on behalf of Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers' Union (AMWU)



Signature:

Date:

23 May 2024

Name:

Rohan Webb

Address:

366 Upper Roma Street, Brisbane QLD 4000

Authority to Sign:

AMWU State Secretary QLD/NT

Witness Signature:



Witness Name:

Melissa Allister

I am authorised by the AMWU to sign this Agreement on its behalf.

Signed for and on behalf of Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU)

Signature: _____

Date: _____

Name: _____

Address: _____

Authority to Sign: _____

Witness Signature: _____

Witness Name: _____

I am authorised by CEPU to sign this Agreement on its behalf.

SCHEDULE 1 - CLASSIFICATION STRUCTURE

Classification	Tasks Undertaken
Grade 1	<ul style="list-style-type: none"> ▪ General trades assistant, labouring and cleaning duties. ▪ Assists Employees at higher classification levels, including tradesmen. Application and installation of insulation (excluding cryogenic insulation). Uses handheld grinding machines.
Grade 2	<ul style="list-style-type: none"> ▪ Refractory Assistant ▪ Non-Destructive Testing (NDT) Technical Assistant ▪ Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at Grade 1 ▪ Storeperson including duties such as the receiving, dispatching, distributing, sorting, checking, documenting and recording of goods, materials and components which may involve the use of forklifts, hand trolleys and similar lifting equipment. ▪ Operates hand-controlled roller. ▪ Brush-hand.
Grade 3	<ul style="list-style-type: none"> ▪ Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at Grade 2 ▪ Duties of a Dogperson. ▪ Basic Scaffolder or Rigger holding a "basic" certificate of competency. ▪ Steel-fixer (includes tack welding steel reinforcement) ▪ Concrete Workers (i.e., placing concrete and finishing placed concrete) ▪ Cryogenic Insulation Lagger. ▪ Sheetmetal Worker (2nd Class). ▪ NDT Technician Level 1 (as defined by AS 3998-1992) ▪ Sandblaster/ Painter (less than two years proven experience) <p>Operates the following types of equipment:</p> <ul style="list-style-type: none"> ▪ Bitumen Sprayer ▪ Concrete Batching Plant ▪ Crawler tractor with power operated attachments (up to an including 2000kg shipping mass) ▪ Concrete finisher (powered) ▪ Hand Sprayer (lance type) ▪ Pneumatic tyre tractor with power operated attachments (up to and including 15kw net engine power) ▪ Roller vibrating or non-vibrating (under 8 tonnes) -not hand controlled ▪ Trenching machine (small Ditch-Witch type) ▪ Drilling machine ▪ On site vehicle operator -flat tray ▪ On site agitator truck operator
Grade 4	<ul style="list-style-type: none"> ▪ Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at Grade 3 ▪ Intermediate or Advanced Rigger or Scaffolder holding a certificate of competency ▪ Operates mobile cranes with lifting capacity of up to and including 25 tonnes ▪ Operates articulated on-site vehicles ▪ Coxswain <p>Operates the following types of mobile plant:</p> <ul style="list-style-type: none"> ▪ Bitumen Sprayer (driver)

	<ul style="list-style-type: none"> ▪ Crawler loader (up to and including 15000 kg mass) ▪ Crawler tractor with power operated attachments (over 2000 kg up to and including 15000 kg shipping mass) ▪ Sandblaster/Painter (with at least two years proven experience)
Grade 5	<ul style="list-style-type: none"> ▪ Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at Grade 4. ▪ Operates a mobile crane with lifting capacity in excess of 25 tonnes and up to and including 80 tonnes. ▪ Non-Destructive Testing Technician Level 2 (as defined by AS 3998 -1992) ▪ Mechanical Fitter ▪ Welder ▪ Pipe Fitter ▪ Boilermaker ▪ Mechanic ▪ Carpenter ▪ Refractory Tradesperson ▪ Sheetmetal Worker (1st class) ▪ Tradesperson – Other ▪ Sandblaster/Painter (Certificate III)
Grade 6	<ul style="list-style-type: none"> ▪ Operates a mobile crane with lifting capacity in excess of 80 tonnes and up to and including 180 tonnes ▪ Electrical Fitter ▪ Electrical Installer ▪ Electrical Mechanic ▪ Welder Special Class ▪ Mechanical Tradesperson Special Class
Grade 7	<ul style="list-style-type: none"> ▪ Operates a mobile crane with a lifting capacity in excess of 180 tonnes and up to and including 300 tonnes ▪ NDT Technical Officer (or NDT Technician Level 3 as defined by AS 3998-1992) ▪ Electrician Special Class ▪ Instrument Tradesperson (holds Electrical trade qualification) ▪ Instrument Tradesperson with control systems experience
Grade 8	<ul style="list-style-type: none"> ▪ Operates a crane with lifting capacity in excess of 300 tonnes ▪ Maintainer/ Operator Level 1
Grade 9	<ul style="list-style-type: none"> ▪ Electronics Tradesperson ▪ Advanced Engineering Construction Tradesperson ▪ Maintainer/ Operator Level 2