



BUREAU
VERITAS

**BUREAU VERITAS
(AIRS) NATIONAL
ENTERPRISE
AGREEMENT 2024**

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1. TITLE

This Agreement shall be known as the **Bureau Veritas (AIRS) National Enterprise Agreement 2024** (the Agreement).

2. PERIOD OF OPERATION

This Agreement will come into operation from a date which is seven (7) days following the date of approval by the Fair Work Commission and will have a nominal expiry date of 30 March 2027.

The company commits to commencing negotiations for the next agreement at least 6 months before the expiration of this agreement.

3. DEFINITIONS

The following terms will have the corresponding meanings:

- a) The **"Award"** means the Manufacturing and Associated Industries and Occupations Award 2010.
- b) **"BV"** means Bureau Veritas (also referred to as 'the Company')
- c) **"Customer Contract"** means a contract or commercial arrangement, however described, between the Company and a customer for the performance of work at the customer's particular project or site.

- d) **“Customer Contract Employee”** means an Employee engaged (or, in the case of an existing Employee, who agrees in writing) to work at a customer’s site or project where the Employee’s employment is expressed as being specific to:
 - i. the particular site or project; or
 - ii. a Customer Contract.
- e) **“Employee”** means an employee covered by this Agreement.
- f) **“FW Act”** means the Fair Work Act 2009 (Cth).
- g) **“NES”** means the National Employment Standards in the FW Act.
- h) **“ECA”** means the Bureau Veritas (AIRS) National Enterprise Agreement 2024.
- h) **“Pro-rata”** means, for a part-time Employee, in proportion to an entitlement of a full-time employee.

4. INCORPORATED INTO THIS AGREEMENT

4.1. MODERN AWARD

- a) This Agreement operates to the exclusion of any modern or other award, including the *Manufacturing and Associated Industries and Occupations Award 2010* as amended from time to time.
- b) However, no employee will be disadvantaged in terms of yearly salary (averaged) by the operation of this Agreement. The Company guarantees that over a twelve-month period, no individual will be financially disadvantaged in total remuneration when what they have earned under this Agreement is compared with what they would have earned under a wage based on the Award.

4.2. NATIONAL EMPLOYMENT STANDARDS

The National Employment Standards (‘NES’) are a set of minimum entitlements provided by the *Fair Work Act 2009*. To avoid doubt, where this Agreement includes terms that have the same effect as terms of the NES, or terms that are ancillary or supplementary to the NES:

- i. the Agreement terms operate in parallel with the employee's NES entitlement, but not so as to give the employee a double benefit;
- ii. the provisions of the NES apply, as a minimum standard, to the Agreement entitlement; and
- iii. the Agreement terms operate subject to the same qualifications, limitations, and exclusions as the relevant NES entitlement, unless otherwise specified.

4.3. DOCUMENTS INCORPORATED

This Agreement incorporates:

- i. BV AIRS Job Catalogue (Document P-3000-HR-0006)
- ii. BV AIRS Traineeship Program (Document P-3000-TR-0006)

All incorporated documents are available on the Company’s Document Management System.

5. SCOPE OF THIS AGREEMENT

This agreement covers and applies to:

1. **Bureau Veritas Asset Integrity and Reliability Services Pty Ltd** (ABN 86 000 928 816) (‘the Company’), and;
2. Employees employed by the Company in all states within Australia in one of following occupations in the engineering technical field, including Trainees:
 - Engineer (Structural, Materials and Graduate);
 - Inspector (including Welding Inspector); and

- Technician (Non-Destructive Testing (NDT), Condition Monitoring (CM), Materials Science (MSE), Asset Integrity and Reliability and Traffic Technology Services (TTS)).
- a) This Agreement does not cover or apply to employee's who occupy positions designated as:
- Manager (including Head Office, Regional, Business Unit, Contract, Operations, Project, or Site Manager);
 - Principal Engineer; or
 - Work/Operations Coordinator or NDT/CM/Inspection Services Lead.
- b) This Agreement does not cover or apply to employee's employed:
- in administration / clerical positions;
 - in professional roles other than those listed;
 - as casuals (that is, engaged and paid as such), whether or not in an occupation; or
 - in the Integrity & Reliability Engineering (IRE) business unit, whether or not in an occupation listed in point 2.
- c) This Agreement does not cover or apply to the Company or its employees in relation to employment for a particular project, customer contract or site if:
- another enterprise agreement approved by the Fair Work Commission is in operation; and
 - the enterprise agreement is expressed to cover the Company and its Employee's in relation to employment for the particular project, customer contract or site(s).

In such circumstances, the project, contract, or site-specific enterprise agreement covers and applies to the Company and the relevant Employees to the exclusion of this Agreement.

6. SAFETY IS AN ABSOLUTE

Safety is an Absolute. Irrespective of the economic climate, the geography, the priorities, or external pressure we may have, ensuring an incident-free workplace for our Employees and customers is on the forefront of everything we do. All Employees must comply with all safe operating procedures, Cardinal Safety Rules, control measures and safe behaviors, always. Failure to do so puts both you and your colleagues at an unacceptable risk, disciplinary action may be taken for breaches of the above.

7. DISPUTE RESOLUTION PROCEDURE

1. If a dispute relates to:
 - a) a matter arising under the agreement; or
 - b) the National Employment Standards;
 - this term sets out procedures to settle the dispute.
2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
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.
4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
5. The Fair Work Commission may deal with the dispute in 2 stages:
 - a) the Fair Work Commission 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 Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. (arbitrate the dispute); and

- ii. make a determination that is binding on the parties.

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

A decision that Fair Work Commission 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.

- 6. While the parties are trying to resolve the dispute using the procedures in this term:
 - a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - 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.
- 7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

8. EMPLOYMENT CLASSIFICATION AND COMPETENCY

8.1. CLASSIFICATIONS

Every employee will be allocated a classification (grade) in accordance with:

- i. the BV AIRS Job Catalogue (Document P-3000-HR-0006); and
- ii. (where applicable) the BV AIRS Traineeship Program (Document P-3000-TR-0006).

8.2. SALARY / CLASSIFICATION REVIEWS

The BV AIRS Job Catalogue describes the process and criteria for allocation and minimum annual review of each employee's classification (grade) and corresponding base rate of pay.

8.3. SKILL AND CAREER DEVELOPMENT

- a) The Company and employees recognise the mutual benefits to be gained from investing in the acquisition and maintenance of technical and non-technical skills. An assessment for each employee will be conducted on at least an annual basis to determine the opportunities for improvement for both technical and non-technical skill development.
- b) The BV AIRS Job Catalogue describes:
 - i. the process for identifying individual employees' training and practical experience needs and opportunities, relative to the Company's operational requirements;
 - ii. how the costs (time and money) of training and assessment are allocated between the Company and the employee; and
 - iii. how the costs (time and money) of recertification are allocated between the Company and the employee.
- c) In addition to formal training and certification, it is desirable that employees gain on-the-job practical experience across a range of customer sites, industry sectors and technical applications. Progression to a higher skill level and salary grade may require an Employee to relocate and/or travel from time to time, in order to gain the necessary breadth of experience, and such relocation and/or travel shall not count as a redundancy situation.

9. SALARY & REMUNERATION

9.1. GRADE RATES & RANGES

A full-time employee's ordinary base rate of pay for their ordinary hours of work is as follows, expressed as both an annual salary and an all-purpose hourly rate:

ORDINARY RATES OF PAY		
GRADE NAME	RANGE [^]	EXPRESSED AS ALL PURPOSE HOURLY RATE (38-hour ordinary hour week)
Trainee – Year 1 [∞]	\$56,000	\$28.34
Trainee – Year 2	\$63,000	\$31.88
Trainee – Year 3	\$66,000	\$33.40
Graduate Engineer	\$71,500	\$36.18
Grade 1		
Grade 1	\$73,500 - \$95,000	\$37.19 - \$48.08
Grade 2	\$83,000 - \$105,000	\$42.00 - \$53.14
Grade 3	\$92,000 - \$115,000	\$46.56 - \$58.20
Grade 4	\$100,000 - \$160,000	\$51.11 - \$80.97

[∞]Trainee Year One; NTW will apply as a minimum to employees employed under this grade classification.

[^] The upper limits of each grade range is to serve as a guide and may be exceeded by exception and with approval from the Executive General Manager.

*CPI (Consumer Price Index) will be determined by the percentage increase for 'All groups' published for the (year on year) December quarter on the Australian Bureau of Statistics website; www.abs.gov.au/ausstats/

9.2. SALARY RATE INCREASES

Each Employee's (± excluding Trainee's) annual base salary will receive the following "minimum annual increase" effective from the corresponding date:

- 1 April 2024 – 4.1%
- 1 April 2025 – 2.5% or CPI* whichever is higher
- 1 April 2026 – 2.5% or CPI* whichever is higher

One of the fundamental elements of this Agreement is to provide the facility for salary increases above the "minimum annual increase" in order to reward those staff who demonstrate strong performance in the non-technical skills outlined in Appendix 3 of the Job Catalogue. The company recognises that these non-technical skills are critical to the delivery of our services to our clients and therefore are considered in the assessment of salary level within each salary Grade. This enables a higher performer to move within their Salary Grade in recognition for their added value to the business. Each April (for the life of this agreement) in conjunction with the annual performance review process, an additional salary review round will take place for employees covered

by this agreement. The additional salary increases will be paid from 1 April each year for the life of this agreement.

± Trainee's salaries will be adjusted in accordance with the traineeship document

- a) Full-time employees will be paid an annual salary in accordance with the table in clause 9.1, based on their classification, and part-time employees will be paid an annual salary on a pro-rata basis.
- b) A full-time employee's annual salary is in satisfaction for any and all hours worked up to an average of 42 hours per week (1,976 to 2,184 hours per annum), and a part-time employee's annual salary is in satisfaction for their agreed ordinary hours of work. Additional hours worked by an employee on an annual salary will be paid at the "Extra Hours Worked Rate".
- c) All employees are paid on an annual salary basis. The pay frequency is monthly and monthly salary payments are paid by the 15th day of each month. Should unforeseen circumstances occur, that are the fault of the Company, which result in salary payments being paid later than the 15th of any month, no employee will suffer any financial detriment. Employees so affected, whether by increased interest charges or actual monies not being able to be withdrawn should provide details of such circumstances to their manager who will review accordingly and make a decision regarding reimbursement.
- d) Any penalty rates for any hours worked and claimed will be paid to the employee monthly and in arrears.

9.3. OPTIONAL SALARY UPLIFT ('OSU')

The Company and an individual employee (excluding Trainee's) may agree in writing to an all-purpose loading of not less than 10% of their ordinary rate of pay, which is taken to apply in full satisfaction of any or all of the following clauses of this Agreement:

- i. clause 11.6 – Travel time;
- ii. clause 11.7 – Shift allowance;
- iii. clause 10.7 - Public Holiday's;
- iv. clause 11.11 – Extra hours worked in excess of ordinary hours;
- v. clause 11.12 – Saturday and Sunday Work; and
- vi. clause 11.13 – Call outs

For Employees with an OSU, the Company undertakes to conduct regular tests to ensure that the Employees are no worse off and they are paid promptly in respect of any shortfall. The Company will also review at any other time as requested by the Employee.

9.4. TRANSITIONAL PRESERVATION OF ROSTER EMPLOYEE SALARIES

- a) This clause applies if, immediately prior to commencement of this Agreement, the Company was paying a Roster Employee an amount ('**the preserved annualised roster amount**') by way of:
 - i. an annualised roster salary (excluding allowances); or
 - ii. average annualised roster wages inclusive of rostered overtime (excluding allowances);
 - iii. and the preserved annualised roster amount is higher than the amount payable to the Employee under this Agreement (excluding allowances).
- b) If paragraph (a) applies, the Company will, unless otherwise agreed in writing, continue to pay the employee the preserved annualised roster amount until the remuneration (excluding allowances) payable to the employee under this Agreement is equal to or greater than the preserved annualised roster amount.
- c) For the avoidance of doubt:
 - i. the salary rate increases specified at clause 9.2 do not apply to the preserved annualised roster amount;
 - ii. nothing in this clause prevents the Company and the employee entering into a salary uplift arrangement under this clause;
 - iii. if there is a change to the Employee's roster or usual work location, the employee's remuneration will be recalculated in accordance with this Agreement; and

- iv. the employee may – by notifying the Company in writing – opt out of payment of the preserved annualised roster amount and elect to be paid in accordance with the terms of this Agreement.

10. HOURS OF WORK

10.1. ORDINARY HOURS OF WORK

- a) Ordinary hours of work for a full-time Employee are 38 per week.
- b) In addition to the ordinary hours of work employees are required to work up to four (4) additional hours per week (42 hours in total) before any additional remuneration is payable.
- c) Due to the volatile and unpredictable nature of the service industry, and in particular the conditions of asset reliability management, condition monitoring and metallurgical services offered by the Company, there is a real mutual advantage to be gained in commercial viability, job security and recreational time through continued use of flexible working hours. Payment for an additional four hours per week is also included in the annual salary.
- d) The hours of work may be arranged in days or shifts of up to 12 hours (excluding travel time and unpaid breaks) and may be worked on any day of the week (Monday to Sunday) including public holidays to suit the requirements of the business and clients.
- e) Subject to the NES, an Employee may be required to work more than 42 hours per week if the requirement is reasonable.
- f) Hours worked as specified below, are payable at the “extra hours worked rate” specified in clause 12.11.
 - i. hours worked during a call out,
 - ii. hours worked on Saturday and Sunday
 - iii. hours worked on a public holiday, and
 - iv. hours worked in excess of 42 per week.
- g) Penalty rates for any hours worked and claimed, as per clause 10.1(f), will be paid to the Employee monthly and in arrears.
- h) All authorised paid leave days, training days and public holidays paid but not worked, will count as 7.6 hours worked per day so taken by the Employee, for the purposes of reckoning weekly hours worked.
- i) Employees who are working on shut-downs and have mandatory rest-days/RDO's, will not be paid for hours/days not worked, however if this charge can be recovered from the client with prior agreement in writing, the Company will also pay the Employee.

10.1.1. Customer Contract Employees

- a) A Customer Contract Employee is an employee engaged (or in the case of an existing employee, an employee who agrees) to work at a customer site or project where the employment is expressed as being specific to:
 - i. a particular project, or
 - ii. a contract or commercial arrangement (howsoever described) between the Company and a customer (**‘Customer Contract’**),
- b) Prior to an Employee commencing work on a Customer Contract, the Company will notify the Employee in writing of:
 - i. the roster cycle (if applicable);
 - ii. the arrangement of the employee’s ordinary hours of work (including over the roster cycle (if applicable));
 - iii. the expected remuneration, in accordance with clause 9.1, payable to the employee while working the designated roster cycle at the nominated location (in so far as such amounts can be ascertained in advance).

The Company may change the employee’s roster cycle, or the arrangement of the employee’s ordinary hours of work, by giving the employee seven days’ notice in writing.

10.1.2. Branch Based Employees

- a) Due to the volatile and unpredictable nature of the service industry, and in particular the conditions of asset reliability management, condition monitoring and metallurgical services offered by the Company, there is a real mutual advantage to be gained in commercial viability, job security and recreational time through continued use of flexible working hours.
- b) Work patterns, including starting and finishing times, may be varied to suit the requirements of the Branch or sections of the Branch. By agreement, Employees can start at the job location rather than report to the Branch office where this makes sense and improves productivity.
- c) Changes to work patterns are subject to:
 - i. Consultation and mutual agreement between management and Employees and their representative, if requested; and
 - ii. being guided by Occupational Health and Safety considerations.
- d) Each morning all Employees must ensure the actual hours worked the previous day are entered on the company's timesheets.

10.2. TIME OFF IN LIEU and TIME OFF IN ADVANCE

- a) This clause does not apply to Customer Contract Employees.
- b) For work on "billable jobs", employees can choose between payment for "extra hours worked" or taking equivalent paid time off in lieu ('TOIL') at a later time. TOIL is accrued on an hour for each hour worked basis.
- c) Where weekend or extra hours are worked (past the extra hours threshold), but not on "billable jobs" and there is prior authorization to work from the manager, these hours will be credited to the employee's TOIL bank.
- d) The Employee's TOIL bank will be capped at two 38-hour weeks i.e. 76 hours (unless prior agreement is reached with the manager). Once the cap is exceeded, the Company has the right to instruct the employee to take off the time accrued over the cap. No employee will be disadvantaged in terms of accrued time.
- e) "Withdrawals" from TOIL bank can be made at any time to increase the ordinary hours to the nominal minimum hours or by taking some or all of the balance as paid time off. The decision to withdraw time (within the 76-hour cap) is for the employee to make in agreement with their manager.
- f) The employee will also be entitled to 76 hours (or more by mutual agreement with the Manager) of 'Time Off in Advance' (TOIA) for each Calendar year. These hours can be nominated to be used by an employee, or, by agreement with the employee, can be requested to be taken by the Manager during slow periods during the year. A minimum of half a day must be taken on each occasion.
- g) Any hours taken off in advance, must be worked to pay back in lieu of receiving penalty rates for over time in accordance with the Hours of Work (38-42) for Monday to Friday. The balance of hours taken as TOIA must return to zero (0) or above before the Extra Hours Worked Rate will apply as specified in Clause 11.11
- h) A written monthly balance of the employee's TOIL/TOIA accrual will be maintained within the payroll system. TOIL/TOIA hours accrued or taken will be included on the employee's monthly salary adjustment form which will be signed off by the Manager. A copy will be maintained by both the Employee and Branch.
- i) In the event the employment ends for any reason, any accrued TOIL balance will be paid out at the Employees normal base hourly rate. Any TOIA balance will not be requested to be repaid by the Employee to the Company.
- j) Should an Employee wish to claim TOIL instead of payment for working on a Saturday or Sunday, they can exchange the payment per hour for 1.5 hours of TOIL accrual instead. For the avoidance of doubt, one hour of weekend work can be claimed as 1.5 hours of TOIL instead of monetary payment.
- k) Where an Employee wishes to cash-in their accrued TOIL they can do so by agreement with the Company.

10.3. MEAL BREAKS

- a) On any day or shift, Employees are entitled to a 10-minute paid rest break and will have a mandatory half hour unpaid meal break. A further 20-minute paid rest break will be allowed for shifts exceeding 10 hours worked.

- b) Paid rest breaks are treated as time worked for all purposes of this agreement.
- c) Alternative arrangements may be implemented by agreement between the Company and affected Employees at the Branch or Business Unit level.

10.4. FATIGUE

- a) Fatigue at work can be hazardous to both the Company and each employee. All employees have a responsibility to ensure fatigue is managed appropriately when carrying out work, particularly in the case of an Employee working on a roster and in considering whether an Employee has had sufficient rest to be able to work additional hours or shifts. To this end, 14 hours (inclusive of travel time from place of employment) has been set as the maximum that can be worked in any one shift.
- b) It is recognised that a number of roster arrangements exist within the Company and the working hours and shift patterns have been designed with Employee wellbeing in mind. Roster Employees have accepted their working hours and are responsible for managing their fatigue around that commitment. Ultimately, however, the decision on working rests with the Employee as detailed in the following two paragraphs.
- c) If the Employee feels too fatigued to drive home, they should first contact their supervisor and advise of the situation. It may be that they stay at their location overnight and, if applicable, claim reimbursement from the Company based on provision of receipts for reasonable expenses incurred.
- d) Before the Employee commences work, or any additional hours or shifts he/she must assess the situation and then discuss the situation with their supervisor/manager. The final decision whether or not to work because of fatigue must rest with the Employee. This is in no way intended to dilute the Company's duty of care to Employees. It is intended to ensure that Employees have the right of veto should they be asked to work and because of fatigue they feel it would be unsafe to do so. Planning of working hours and rosters, after consideration of all relevant factors, should be considered as a hazard control measure while performing Job Safety Environment Analysis ('JSEA').

10.5. REST PERIOD

- a) There may be occasions where Employees are required to work past their normal finishing time. This work should be so arranged that the Employee has at least 10 consecutive hours off duty between shifts on successive working days. By agreement between the company and the Employee the 10-hour rest period can be reduced in line with appropriate fatigue management. Senior Management will uphold any Employee's decision to have a 10-hour rest period.
- b) A rest period of 10 hours will apply if an Employee works a 14-hour shift. Where the rest period cannot be arranged, the Employee should be released after completing the required hours in the next shift. The Employee is then entitled to be absent until he/she has had 10 consecutive hours off duty.
- c) If a rest period extends into the time when the Employee should have commenced their next shift, any hours that fall between the supposed commencement of the next shift and the time that the Employee actually commences work form part of the required nominal minimum hours of that shift.
- d) Any hours worked before a 10-hour rest period has elapsed, with prior approval from management will be accrued at the extra hour's rate until the Employee has been relieved. After being relieved, any portion remaining of the Employee's normal shift, as recognized for their branch, will be paid at single time for the required period.

10.6. WORK COVERAGE SYSTEM

- a) This Clause does not apply to Roster and or Customer Contract Employees
- b) Employees recognize that the need to support our customers with a viable response service is vital to our survival and growth.
- c) Each Branch team will design a system that provides 24-hour coverage of their Branch's customer work requests. Branch team members will review the work coverage system at their monthly team meetings to monitor its flexibility, fairness, equity and impact on individual Employee's circumstances.
- d) Each branch or working unit is encouraged to review their work patterns and agree on their own Branch Work Plan to best meet the needs of the clients, the Company and Employees.

- e) Once agreed with the Manager, the Branch Work Plan arrangements will be documented, and copies made available to Employees. Any Branch Work Plan determined will have as its base the annualised salary system contained in this Agreement.

11. LEAVE AND PUBLIC HOLIDAYS

- a) Entitlements to leave are set out below. With the exception of Roster Employees, when any of the above leave is taken, the debit out of the leave bank will be 7.6 hours deducted for any day's leave.
- b) For employees on rosters, the annualised salary has been calculated on working a certain number of hours per shift. When annual leave is taken the employee is paid as if they worked that same number of hours per shift and their annual leave accruals are debited by these hours.

11.1. ANNUAL LEAVE

- a) Employees are entitled to Annual leave in accordance with the provisions of the FW Act.
- b) Annual Leave Loading is included in annualised salaries. No additional amount is payable when an employee takes annual leave or when accrued annual leave is paid out on termination of employment.
- c) Seven-day shift workers who regularly work weekends and public holiday shifts (which are not overtime shifts) will be entitled to an extra week's annual leave in accordance with the provisions of the FW Act.

11.1.1. CASHING OUT OF ACCRUED ANNUAL LEAVE

An Employee may make an application to cash out an amount of their accrued annual leave on the following conditions:

- a) An Employee may seek approval to cash out an amount of annual leave provided at least four weeks of accrued leave will remain after the leave has been cashed out and the Employee has taken at least three weeks' annual leave in the previous 12 months.
- b) A written application must be submitted to the Employee's manager for each occasion they wish to cash out any annual leave and the minimum amount of annual leave covered by an application is one week.
- c) The manager will forward the application and any comments to the applicable Director (or equivalent) for approval.
- d) Any approval is strictly at the discretion of management.
- e) If the cashing-out is approved, the Company and the employee will enter into a spate agreement in writing, signed by the company and the employee, providing for the cashing out of the particular amount of leave.

11.1.2. EXCESSIVE ANNUAL LEAVE

- a) The Company encourages the use of leave entitlements to prevent an impact on an employee's capacity to function, their performance and productivity, and decrease the potential for workplace injuries to occur.
- b) Unless otherwise agreed, an employee must take at least two (2) weeks of the annual leave progressively accrued by the Employee during each 12-month period of continuous service following:
 - i. in the case of a new Employee, commencement of employment; or
 - ii. in the case of a continuing Employee, the anniversary date of commencement of the employment.
- c) If the Company has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, to no avail, the Company can require the Employee to take any annual leave accrual balance in excess of eight (8) weeks, by giving not less than four weeks' notice in writing of the time when such leave is to be taken.

11.2. CLOSEDOWN

- a) The Company may close down one or more of its Branches, offices or customer work sites for one or more periods of up to a total of three weeks each year for this purpose of directing all or the majority of the Employees working at the relevant locations to take leave, provided that:
- i. the Company gives not less than four weeks' notice of the commencement of a close down period;
 - ii. an Employee who has accrued sufficient annual leave will be allowed to take paid annual leave for the period;
 - iii. an Employee who has available TOIA or TOIL will be allowed to take paid TOIA or TOIL for the period;
 - iv. an Employee who has not accrued sufficient annual leave, or does not have sufficient TOIA or TOIL available to cover all of the close down, is allowed paid annual leave, TOIA or TOIL for the period for which they have accrued or available sufficient leave and given unpaid leave for the remainder of the close down; and
 - v. any leave (whether paid or unpaid) taken by an Employee as a result of a close down counts as service with the Company.

11.3. LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the provisions of the NES or relevant State or Territory legislation, whichever is applicable.

11.4. PERSONAL LEAVE (includes Sick and Carers Leave)

Employees are entitled to personal leave per year in accordance with the provisions of the NES.

11.5. PARENTAL LEAVE

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

11.6. COMPASSIONATE LEAVE / BEREAVEMENT LEAVE

Employees are entitled to Compassionate/Bereavement Leave in accordance with provisions of the NES.

In addition to the conditions set out in the NES, if the distance which the Employee is required to travel for Compassionate Leave purposes exceeds 300km, the Employee will be entitled to one (1) extra full day of paid leave. Reasonable evidence of the distance travelled is required to be produced upon request.

11.7. PUBLIC HOLIDAYS

- a) Employees are typically entitled to not work on the following prescribed Public Holidays, without loss of pay:
- New Year's Day
 - Australia Day
 - ANZAC Day
 - King's Birthday
 - Good Friday
 - Easter Saturday
 - Easter Sunday
 - Easter Monday
 - Labour Day
 - Christmas Day
 - Boxing Day
 - Any other day as gazetted by a state or Territory Government as a Public Holiday which applies generally within the State or Territory.

- b) The date of a Public Holiday prescribed above may be substituted by agreement where the Public Holiday falls on the weekend. Substitution will only occur by agreement between the Company and the majority of branches affected. Where this occurs the substitute day is to be treated as the Public Holiday for all purposes.
- c) An individual employee can seek to reach an agreement with the Company to agree on a substitution of a public holiday.
- d) Where an Employee is scheduled to work on a Public Holiday as set out above, but does not work, then normal scheduled hours for the at day will be included in the calculation of minimum hours worked for the week.
- e) Where an Employee (other than a Roster Employee) works on a public holiday, the hours worked will be paid at the extra hours worked rate. In addition, a mandatory 7.6 hours at ordinary time will be added to their time sheet for that day.
- f) For the avoidance of doubt, should an employee be working interstate, the days gazetted by the Employees branch state (as listed and in accordance with Schedule One of their Employment Agreement) applies, not the state they are visiting.

11.8. BIRTHDAY/SHOW HOLIDAY

- a) Employees will also be entitled to a Birthday Holiday, celebrated on or around each individual Employee's birthday by agreement with their manager. The Birthday Holiday is additional to those Public Holidays specified in clause 11.7 above and replaces any one additional holiday which may be gazetted as a local holiday in a year.
- b) It should be noted that the Birthday Holiday replaces Show Day where this exists in a State or Territory where an employee works and Employees are therefore entitled to take only one of these days as leave. The effect is to provide all Employees with a standard annual entitlement to 11 Public Holidays, except where a State or Territory Government may gazette an additional holiday for that State or Territory. For Employees on rosters, provision for the birthday/show has been included in their annual salary.
- c) Each day taken as Birthday/Show Holiday leave will be paid as the equivalent of one ordinary hour day worked (7.6 hours)

11.9. NATURAL DISASTER LEAVE

- a) Where a named cyclone or declared natural disaster occurs in the council area of the normal or designated place of employment of an employee, which requires a stand down period, the Company will pay that Employee who is rostered to work, and or has mobilised to site, for a maximum of one (1) day or until the "all clear" has been issued and the employee can return to normal duties on site – whichever is earlier.
- b) Employees in receipt of payment as provided by sub-clause 11.9 a) will be required to be on standby and remain in a state of operational readiness.
- c) The Company may direct Employees during a Natural Disaster Leave period to resume work at another Company location or work remotely. Employees working in accordance with such directions will be paid for all hours worked in accordance with the rest of this agreement.
- d) For the avoidance of doubt this clause covers base hours only, and in the event of a disaster falling on a Saturday, Sunday or after an employee's normal hours of work have been met, no time shall be recorded by the employee.

12. ALLOWANCES AND PENALTY RATES

12.1. EXTRA HOURS MEAL ALLOWANCE

- a) On occasions when an Employee is required to remain on site to work extra hours above those that have been rostered and the total hours worked exceed 12 hours in a shift, the employee will be paid a meal allowance in accordance with the table below, except:

- i. if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime;
 - ii. if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime;
 - iii. if the Employee lives in the same locality as where they are working and could reasonably return home for meals;
 - iv. if the Employee is provided with an adequate meal by the Company.
- b) If the Employee is entitled to receive the meal allowance, but instead chooses to purchase a meal, the Company will reimburse the cost of that meal (up to the value specified the table below, in the corresponding date range) to the Employee on presentation of a receipt in lieu of paying an allowance.
- c) The meal allowance is not payable when the Employee is staying in a camp or claiming travel allowance for meals.

The meal allowance rate in the table below will increase by CPI* on the first full pay period after 1 April each year for the life of this agreement. *CPI (Consumer Price Index) will be determined by the percentage increase for 'All groups' published for the (year on year) December quarter on the Australian Bureau of Statistics website; www.abs.gov.au/ausstats/

Date rate is effective	ECA Approval	1/4/2025	1/4/2026
Allowance Rate that will apply	\$20.00		

12.2. USE OF PRIVATE VEHICLE

- a) Sometimes Employees use their own motor vehicle on Company business. This situation should only occur on an irregular basis and where a Company vehicle cannot be supplied when it is needed.
- b) Employees will be reimbursed for expenses incurred in using their own motor vehicle on Company business at the rate of 0.98 cents per kilometre providing prior approval for the reimbursement has been obtained from the Employees Business Unit Manager.
- c) The Employee must comply with all relevant Motor Vehicle policies and procedures when using their own vehicle – including, but not limited to, holding the appropriate insurance.

12.3. DOMESTIC AND INTERNATIONAL TRAVEL ALLOWANCE

- a) Travel Allowances will be paid at the daily rate as per one of the following options nominated by the company:

	Date rate is effective	ECA Approval	1/4/2025	1/4/2026
T1	<i>The Employee pays for accommodation, all meals, and all incidental expenses.</i>	\$296.15		
T2	<i>The Company supplies accommodation only. The Employee pays for all meals and all incidental expenses.</i>	\$141.15		
T3	<i>The Company supplies accommodation and three meals per day (including camp-style accommodation) or where the Company reimburses the Employee for actual reasonable costs incurred by the Employee for accommodation and meals.</i>	\$23.00		
T4	<i>The Employee (who is a branch-based employee) is temporarily asked to work on a</i>	\$50.00		

	<i>client site which requires them to stay in a client camp where accommodation and three meals per day are provided.</i>			
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- b) Where an Employee needs to travel or live away from home (e.g. FIFO or DIDO), an extra 'Away from home' allowance of \$50.00 will be paid in addition to the above allowances listed in subclause a) as long as this allowance has been included in the relevant Customer Contract and is being paid for by the client.
- c) These allowances have been calculated in accordance with the ATO guidelines; Table 1, Tier 2 Country Centres. For the avoidance of doubt, only one of the T1-T4 options can be claimed at any one time.
- d) These rates will increase each year, on 1 April for the life of this Agreement, in accordance with the most recent published ATO Guidelines.

12.4. OFFSHORE / INHOSPITABLE CONDITIONS ALLOWANCES

Where Employees need to stay on offshore platforms or overseas in inhospitable conditions, an extra allowance will be considered by the Company if such an allowance has been included in the contract with the client.

12.5. LIVING AWAY FROM HOME

- a) Depending on the circumstances, allowances and benefits provided to Employees under clause 12.3 may be classified for tax law purposes as "living away from home allowances and benefits".
- b) As a condition of receiving living away from home allowances or benefits, an Employee must provide the Company:
 - i. a living-away-from home declaration; and
 - ii. a living-away-from home declaration – Employee related expenses.
Or other such document as the Company requires.
- c) An Employee is only required to provide a declaration or other documentation if the Company requests the Employee to do so for the purpose of assessing FBT liabilities, and the declaration is in the ATO-approved form. An Employee must not unreasonably refuse to provide a declaration or document.

12.6. TRAVEL TIME

12.6.1. Customer Contract Employees

- a) Unless otherwise agreed in writing (as a minimum), time spent by a Customer Contract Employee travelling:
 - i. to "mobilise" from the Employee's usual place of residence (or other location) to the usual work location (being the client project site or nearby camp), or in the case of off-shore Employees to commence the rostered work cycle; and
 - ii. to "demobilise" from the work location to the Employee's usual place of residence (or other location) at the end of the working period of the work cycle,
is not treated as time worked.
- b) Travel during work time should be recorded on the Employee's time sheet. For air travel, the maximum that can be claimed by an Employee is ten hours per day. However, in exceptional circumstance the 10-hour limit may be extended, at the Company's discretion.

12.6.2. Branch Employees

- a) Unless otherwise agreed in writing (as a minimum), time spent by a Branch based Employee travelling:
 - i. to "mobilise" from the Employee's usual place of residence (or other location) to the work location (being the client address) to commence the work; and
 - ii. to "demobilise" from the work location to the Employee's usual place of residence (or other location) at the end of the working period, is not treated as time worked for the first hour.
 - iii. All hours in excess of one hour can be claimed as ordinary hours of work.
- i. Travel during work time should be recorded on the Employee's time sheet. For air travel, the maximum that can be claimed by a branch-based employee is ten hours per day. However, in exceptional circumstance, the 10-hour limit may be extended, at the Company's discretion.

12.7. SHIFT ALLOWANCE

- a) Where an Employee works an afternoon or night shift (as specified below), they will qualify for an extra allowance per shift.
- i. Afternoon shift is defined as any shift that finishes between 7.30pm and 12.00am (midnight).
 - ii. An afternoon shift will attract a flat payment calculated on the basis of 1 hour at the 'Extra Hour's Worked Rate'. *(Example; \$35.31 (ordinary hourly rate) x 1.75 (to calculate the extra hours worked rate) = \$61.33. The Employee will receive a one-off payment, in addition to their normal pay, of \$61.33 for that shift).*
 - iii. Night shift is defined as any shift that finishes after 12:00am (midnight). Night shift will attract a flat payment calculated on the basis of 1.5 hours at the Extra Hour's Worked Rate. *(Example; \$35.31 (ordinary hourly rate) x 1.75 (to calculate the extra hours worked rate) x 1.5 (hours) = \$92.00. The Employee will receive a one-off payment, in addition to their normal pay, of \$92.00 for that shift).*
 - iv. Early Start is defined as any shift that starts before 5:00 am
 - v. Where an Employee is directed to start their shift before 05:00 am, the Early Start will attract a flat payment calculated on the basis of 1.5 hours at the Extra Hour's Worked Rate *(Example; \$35.31 (ordinary hourly rate) x 1.75 (to calculate the extra hours worked rate) x 1.5 (hours) = \$92.00. The Employee will receive a one-off payment, in addition to their normal pay, of \$92.00 for that shift).*
 - vi. For the avoidance of doubt, travel time is not included for the purposes of this clause.
 - vii. Only one shift allowance, as specified in this clause, can be claimed per shift.

12.8. CHANGE IN SHIFT

Where an Employee is required to change from a scheduled shift to another shift, e.g. day shift to afternoon or night shift, they will qualify for the shift allowance actually worked. If the Employee is already in receipt of the shift allowance because of their current shift arrangements, a change in shift will not attract a second shift allowance.

12.9. UNDERGROUND ALLOWANCE

Where an Employee is required to work in an underground mine, a daily allowance of \$60.00 per day will be paid. To qualify, the Employee must work underground for a period of 2 hours or more on a billable job. The allowance will be noted on the job card for invoicing, and for claiming it must be submitted on the employee's weekly timesheet (including the contract number) and approved by the employee's Business Unit Manager.

12.10. CONSTRUCTION ALLOWANCE

No employee will be disadvantaged by working on sites where a construction agreement is in place. This Agreement will form the basis of payment and any additional payment, or conditions required because of market conditions and may be negotiated with the affected employees.

12.11. "EXTRA HOURS WORKED" RATE

Subject to clause 10.1 f), additional hours worked and paid as such, will be paid at 1.75 x the employees' base rate – this is known as the "Extra Hours Worked Rate".

12.12. PENALTY RATE FOR WEEKEND AND PUBLIC HOLIDAY WORK

Any work performed in the 53-hour period between 00:01am on Saturday and 04:59 am on Monday, on billable jobs, will be paid at the Extra Hours Worked Rate where an employee works on a Public Holiday as specified in Clause 10.7 the hour's worked will be paid at the Extra Hours Worked Rate In addition, a mandatory 7.6 hours at the ordinary hourly rate will be also paid for that day.

12.13. CALL OUT

There may be occasions where an employee has left work and is then recalled to work additional hours without having had a ten-hour break. Where an employee is recalled to work in such circumstances, they will qualify for a minimum payment of four hours at the Extra Hours Worked Rate. For the avoidance of doubt, a call out is not a day or “shift” of work for the purposes of this Agreement.

12.14. BOOTS ALLOWANCE

The Employee may, once per 12-month period, claim costs for new boots up to the value of \$200.00. The claim must be made through the company expenses systems and will only be reimbursed on production of a receipt.

12.15. OWN PHONE USE ALLOWANCE

The Employee may, each month claim \$45.00 towards the costs of using their own personal mobile phone for business matters. Claims must be made through the company expenses system and will only be reimbursed on production of an invoice or pre-pay system receipt.

12.16. FLIGHTS

In accordance with global BV policy, all flights must be economy level. However, should an employee be required to travel for a billable job, and the client will pay for an upgraded flight (e.g. business or premium economy), then the employee will receive that benefit.

13. SUPERANNUATION

The Company will maintain superannuation contributions at the rates specified below of ordinary time earnings, or any greater amount required by Superannuation Guarantee legislation as amended from time to time. Company contributions will be paid monthly in arrears. In the event no fund is specified, superannuation will be paid into the Company-nominated default fund.

Employees will receive 0.5% above the mandatory superannuation contribution percentage for the term of this agreement. *(Example; where the mandatory contribution is 11.5%, the Employees will receive a contribution of 12.0% contribution and where the mandatory contribution is 12.0% Employees will receive 12.5% contribution)*

14. SALARY CONTINUANCE ENTITLEMENT

Every Employee will, at no cost to them, be entitled to benefit from the Company’s salary continuance scheme, the details of which will be identical to those applying to the Company’s previous Group Salary Continuance Insurance.

Salary continuance is an income protection insurance which covers the employee’s salary for a period (refer to the specific terms and conditions for more information) when unable to work for an extended period because of an injury or illness.

More information is available from your People & Culture contact or on the Company’s document Management System.

15. CONTRACT OF EMPLOYMENT AND TERMINATION

15.1. NOTICE OF TERMINATION

- a) The Company may terminate the Employee's employment by giving the Employee one month's written notice. In addition to the above notice, Employees over 45 years of age at the time of giving notice, with not less than two years of continuous service, will be entitled to an additional week's notice.
- b) Payment in lieu of notice will be paid if the required notice is not given. The notice entitlements for Employees on probation will be one week for notice by the company or the Employee.
- c) The period of notice in this clause does not apply to Employees who are dismissed for serious misconduct that justifies summary dismissal, and Employees engaged for a specific period or for a specific task or tasks.
- d) The written notice of termination required to be given by an Employee will be one month, or one week in the case of Employees employed for less than six months. If the Employee fails to give notice, the Company will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary rate of pay had they worked the required period of notice.

15.2. SUMMARY DISMISSAL

The company may summarily dismiss any Employee without notice for reasons of serious misconduct which may include, but is not limited to, refusal of duty, neglect of duty, harassment or bullying or a serious safety breach and in such cases any entitlements under this Agreement will be paid up to the time of dismissal only.

15.3. REDUNDANCY

- a) In addition to the period of notice required for termination of employment, where the Employee's employment is terminated in circumstances where the Company no longer wishes the job to be done by anyone and this is not due to the ordinary and customary turnover of labour, or because of Transfer of Business as defined in the FW Act, the employee will also be entitled to the following amount of redundancy pay in respect of the employee's period of continuous service:

Period of continuous service	Redundancy pay
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and up to the completion of 5 years	8 weeks' pay
5 years and up to the completion of 6 years	10 weeks' pay
6 years and up to the completion of 7 years	11 weeks' pay
7 years and up to the completion of 8 years	13 weeks' pay
8 years and up to the completion of 9 years	14 weeks' pay
9 years and over	16 weeks' pay

The term "weeks' pay" means the ordinary rate of pay for the Employee concerned.

- b) The Company may make application to the Fair Work Commission to have the redundancy pay prescribed above varied if, in a particular redundancy case, the Company obtains acceptable alternative employment for an Employee within the Company.
- c) For the avoidance of doubt, eligibility for redundancy pay under this Agreement is subject to the same conditions and exclusions as an NES redundancy pay entitlement.
- d) Where the Company has entered into a Training Agreement with an affected Employee, any training costs that would have been payable upon termination of employment will not be recovered in a redundancy situation.

15.4. CONTRACT OF EMPLOYMENT

- a) The following categories of employment are recognised for the purposes of this Agreement:
 - i. full-time employment (open-ended) – 38 hours per week, averaged of the applicable work cycle;

- ii. part-time employment (open-ended) – less than 38 hours per week, averaged over the applicable work cycle;
- iii. trainee (employment limited to the nominal term of the traineeship);
- iv. employment for a specified period, on a full-time or part-time basis;
- v. employment for a specified task, on a full-time or part-time basis; and
- vi. employment specific to a nominated project or underlying customer contract, on a full-time or part-time basis.

15.5. EMPLOYMENT SPECIFIC TO A NOMINATED PROJECT OR CUSTOMER CONTRACT

- a) For new employees where the employment is expressed as being specific to:
 - i. a particular project; or
 - ii. a contract or commercial arrangement (howsoever described) between the Company and a customer ('**Customer Contract**').

For Customer Contract Employees, there is no expectation of continuing employment in the event the employee is demobilised from the project, or material changes arise in the underpinning Customer Contract.

- b) Customer Contract Employees acknowledge and accept that termination of employment due to impending completion of a project (or relevant project stage or site), or a material change to the underpinning Customer Contract (including but not limited to loss or termination of the contract), is part of the "ordinary and customary turnover of labour" within the Company's business. In the event of termination of employment arising from such circumstances, the Customer Contract employee will not have an entitlement to redundancy pay under this Clause 15.3.
- c) In the event the Company terminates the Employee's employment pursuant to paragraph (b), the Company will make reasonable efforts to identify an alternative available position for the employee within the Company with regard to the Employee's qualifications, skills and experience.
- d) For an existing Customer Contract employees who agree to work at a customer site or project where the employment is expressed as being specific to:
 - i. a particular project, or
 - ii. a contract or commercial arrangement (howsoever described) between the Company and a customer ('**Customer Contract**'),

There is an expectation of continuing employment in the event the Employee is demobilised from the project, or material changes arise in the underpinning Customer Contract. Under such circumstances, the employee will have an entitlement to redundancy pay if dismissed due to redundancy (subject to any other conditions and exclusions set out in this Agreement and the NES).

15.6. RE-ASSIGNMENT FROM CUSTOMER SITE TO BRANCH LOCATION

An existing employee (e.g. FIFO Roster employee) may be assigned to a usual work location other than the Company Branch to which the employee is nominally attached. The Company may reassign the employee to the Company Branch location in order to meet its operational requirements from time to time. The Company must provide at least one month's notice of such reassignment, unless otherwise agreed. This paragraph does not apply to a Customer Contract Employee.

16. CONSULTATION TERM

1. This term applies if the employer:
 - 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

2. For a major change referred to in paragraph (1)(a):
 - a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - b) subclauses (3) to (9) apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
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;
 - c) the employer must recognise the representative.
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 employer 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.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
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

10. For a change referred to in paragraph (1)(b):
 - a) the employer must notify the relevant employees of the proposed change; and
 - b) subclauses (11) to (15) apply.

11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
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;
 - c) the employer must recognise the representative.
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).
14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
16. In this term relevant employees means the employees who may be affected by a change referred to in subclause (1).

17. FLEXIBILITY TERM

1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
2. The employer must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
3. The employer must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - vi. the terms of the enterprise agreement that will be varied by the arrangement; and
 - vii. how the arrangement will vary the effect of the terms; and
 - viii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

- e) states the day on which the arrangement commences.
- 4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5. The employer or employee may terminate the individual flexibility arrangement:
 - a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the employer and employee agree in writing — at any time.

18. FAMILY & DOMESTIC VIOLENCE LEAVE

Family and domestic violence means violent, threatening, or other abusive behaviour by certain individuals known to an employee that both seeks to coerce or control the employee and causes them harm or fear.

To access paid family and domestic violence leave, the individual could be an employee's close relative, a member of an employee's household, or a current or former intimate partner of an employee.

To access unpaid family and domestic violence leave, the individual needs to be a close relative. A close relative is an employee's spouse or former spouse, [de facto partner](#) or former de facto partner, child, parent, grandparent, grandchild, sibling, an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling, or a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

1800RESPECT is the national domestic, family and sexual violence counselling, information and support service. If you or someone you know is experiencing, or at risk of experiencing, domestic, family or sexual violence, call 1800RESPECT on [1800 737 732](tel:1800737732) or visit 1800RESPECT.org.au. This service can also provide confidential information about what it means to be experiencing domestic, family, or sexual violence.

Paid family and domestic violence leave

All employees can take 10 days of paid family and domestic violence leave each year. This includes part-time and casual employees. Employees must be experiencing family and domestic violence to be eligible to take paid family and domestic violence leave.

An employer can ask their employee for evidence that shows the employee took the leave to deal with family and domestic violence. If the employee doesn't provide the requested evidence, they may not get paid leave.

The evidence must convince a reasonable person that the employee took the leave to deal with the impact of family and domestic violence and it's not practical for them to do so outside of their work hours. An employer can only use this information to satisfy themselves that the employee is entitled to family and domestic violence leave, unless the employee consents, or the employer is required to deal with the information by law, or it's necessary to protect the life, health or safety of the employee or another person. The employer can't use the information for other purposes, including taking adverse action against the employee.

Types of evidence

Types of evidence can include a statutory declaration, documents issued by the police service, documents issued by a court, or family violence support service documents. Employers can ask employees to provide evidence for as little as one day or less off work.

Confidentiality

Employers must take reasonable steps to keep any information about an employee's situation confidential when they receive it as part of an application for leave. This includes information about the employee giving notice that they're taking the leave any evidence they provide.

Employers can disclose information if it's required by law, or is necessary to protect the life, health or safety of the employee or another person. Any information about an employee's experience of family and domestic violence is sensitive. If information is mishandled, it could have adverse consequences. Employers should work with their employees to discuss and agree on how this information will be handled.



19. WORKPLACE DELEGATES

Employees are entitled to Workplace Delegate provisions in accordance with the NES.

20. SIGNATURES

Signed for and on behalf of:

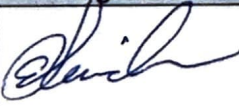

Bureau Veritas Asset Integrity and Reliability Services Pty Ltd ('the Company')

Name	Position	Address	Signature	Date
Rhys Lewis	Executive General Manager – Industry, Pacific Region	C/- Level 11, 500 Collins Street, Melbourne VIC 3000		
Sarah Henson	General Manager – People & Culture, Pacific Region	C/- Level 11, 500 Collins Street, Melbourne VIC 3000		

The above persons are authorised by the Company to sign the Agreement on its behalf.

Signed for and on behalf of:

Employees covered by this Agreement

Name	Position	Address	Signature	Date
CARIS SINGH	ADVANCED CM TECH	UNIT 20/12 CATERPILLAR DRIVE - PAGET MACKAY QLD 4740		24/08/24
GRELEEY MENDOZA	NDT & COMMON TECHNICIAN	420/12 CATERPILLAR DRIVE - PAGET MACKAY QLD		24/08/24

The above persons are authorised by the Employees covered by the Agreement to sign the Agreement on their behalf.