

ENTERPRISE AGREEMENT 2023

RCR MINING TECHNOLOGIES PTY LTD (BUNBURY)

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1. ENTERPRISE AGREEMENT TITLE

This agreement will be known as the RCR Mining Technologies Pty Ltd (Bunbury) Enterprise Agreement 2023 (**Agreement**).

2. PARTIES AND APPLICATION

The Agreement shall cover and apply to:

- 2.1 RCR Mining Technologies Pty Ltd (the **Company**); and
- 2.2 Employees of the Company engaged by the Bunbury division, employed in one of the classifications contained in clause 18.3 of this Agreement, who perform work at the Company's Bunbury workshop or on any site in connection with the Bunbury division, including all site plant and equipment, installation, fabrication, manufacture and repair, field maintenance and other site mechanical work (**Employees**).

3. DURATION

- 3.1 This Agreement shall commence operation seven (7) days after the date of approval by the Fair Work Commission (**FWC**) and the nominal expiry date shall be three (3) years from the date the Agreement was approved by the FWC.
- 3.2 This Agreement will continue to operate after its nominal expiry date until it is terminated or replaced.
- 3.3 The parties commit to commencing negotiations for the next agreement at least four months prior to the expiration of this Agreement.

4. DEFINITIONS

(the) Act – means the *Fair Work Act 2009 (Cth)*

Award – means the Manufacturing and Associated Industries and Occupations Award 2020.

Base Rate – the rate of pay payable to the employee for their ordinary hours of work.

Bunbury Division – An employee who's job is associated with the Bunbury based leadership structure, including those employees working for the Product Support and Remedial Maintenance Departments.

(the) Company - RCR Mining Technologies Pty Ltd.

Fair Work Act 2009 - the key piece of Commonwealth legislation regulating employment and workplace relations.

Employee – exclusively means an employee who is engaged in a direct employment relationship with the Company to perform work as set out in clause 2.2 of this agreement.

Flat Rate – a rate of pay that includes some or all of the employee's Award entitlements that would usually be payable separately. Employees are paid the same rate for all hours worked regardless of when the hours are worked. The flat rate does not increase for hours that attract penalty payments. A higher Overtime Flat Rate may be offered to employees in writing to accompany the Flat Rate for overtime hours worked, although the Company is not obliged to offer a higher Overtime Flat Rate.

NES – The National Employment Standards (NES) are the minimum employment entitlements as contained in sections 59 to 131 of the Act.

Remote Work / Remote Site – a workplace outside of the Perth, Peel, or South West regions of Western Australia.

Product Support - A department of the Company.

Prospective Employee – A future employee who, prior to their official commencement date with the Company, is required to attend paid inductions or training.

Remedial Maintenance – A department of the Company.

Remote Site – A non-Company workplace outside of the Perth, Peel, or South West Regions of Western Australia, where Employees are performing work on behalf of the Company via a third party arrangement.

Remote Work – Work performed by an Employee while based at a Remote Site.

Shift Change – where an Employee is required to change status from night shift to day shift or day shift to night shift, 24 hours after the end of their previous shift.

Site Assignment – means a contract of employment, or a variation of a contract of employment, which outlines any relevant terms and conditions, or variation of terms and conditions, associated work on a temporary assignment, or work on a project or client site, or Remote Work at a Remote Site as set out in Schedule 1 of this Agreement.

Work Health and Safety Act 2020 - The Work Health and Safety (WHS) Act provides a framework to protect the health, safety and welfare of workers in Western Australian workplaces, and of other people who might be affected by the work.

5. OPERATION OF AGREEMENT

- 5.1 This Agreement operates to the exclusion of any modern award, enterprise agreement, or any other industrial instrument.
- 5.2 This Agreement will be read and interpreted in conjunction with the NES and the Award. Where there is an inconsistency between this Agreement and the NES and/or the Award, and the NES and/or the Award provides a greater benefit, the greatest of the provisions will apply to the extent of the inconsistency.
- 5.3 This Agreement sets out the terms and conditions of employment with the Company and at all times Employees must remain better off overall when compared to the Award that would otherwise apply but for the operation of this Agreement. However, an Employee and the Company may agree on specific terms and conditions for Remote Work performed at a Remote Site, which shall be outlined in a common law employment contract as required.
- 5.4 Where an Employee and the Company have agreed on terms and conditions related to Remote Work, the Employee must not be disadvantaged and remain better off overall when compared to the terms and conditions of this Agreement, the Award, any NES term and the *Fair Work Act 2009* (Cth) (**Act**).
- 5.5 Any legislation, including the Act and any policy, procedure or other document referred to in this Agreement, is not incorporated into the Agreement (including but not limited to a common law employment contract), and does not form part of it.
- 5.6 No party to this Agreement shall engage in industrial action before the nominal expiry date.

6. CONTRACT OF SERVICE

6.1 Positions and Duties

Employees are required to perform any duties and use equipment that are within their skills, competence and training, including duties that fall outside their normal range of duties. At all times in performing their duties and responsibilities, Employees are required to:

- (a) comply with any lawful and reasonable direction given by the Company;
- (b) not at any time, except in the case of lawful leave, absent themselves from the service of the Company without prior notification and consent from the Company;
- (c) if required by the Company, travel to other work locations other than the Employee's normal work location(s); including remote locations; and
- (d) ensure the highest level of safe working practices are adhered to.

Categories

6.2 Employees may be engaged under this Agreement as full time, part time, casual, permanent, and/or maximum (fixed) term. All Employees except Casual Employees will be subject to a Probation Period at the commencement of their employment.

6.3 Full time

Full time means an Employee who is engaged for an average of thirty-eight (38) ordinary hours of work per week. (For example a full time Employee may work a roster which incorporates an RDO/flexiday, which requires working at least forty (40) rostered hours, consisting of thirty-eight (38) ordinary hours plus two (2) hours worked which accrue as an RDO/flexiday).

6.4 Part time

Part time means an Employee who is engaged for an average of less than thirty-eight (38) ordinary hours of work per week. Part time Employees must be engaged and paid for at least four (4) hours per engagement (or three (3) hours if they request) and, unless stated otherwise in this Agreement or the Act, shall accrue leave on a pro-rata basis, calculated as their ordinary hours worked proportionate to the ordinary hours of the full-time equivalent. The Company and the part time Employee will agree to the Employee's ordinary hours of work, working days and nominal starting and finishing times, which may be varied by mutual written agreement. Overtime may be payable when time is worked in excess of the parttime Employee's agreed hours of work.

6.5 Casual

Subject to the NES, Award, and the Act, a casual Employee is one who is engaged to work without a firm advance commitment that their employment will continue indefinitely or that the agreed pattern of work will continue indefinitely.

For the purpose of this Agreement, casual Employees are engaged on an hourly basis when work is available and offered.

Casual Employees must be engaged and paid for at least four (4) hours per engagement. The rate of pay for a casual Employee includes a twenty-five percent (25%) casual loading, paid in lieu of paid leave and entitlements as specified within the Agreement (unless otherwise indicated).

6.6 Where a casual Employee has been engaged to work on a regular and systematic basis – as defined in Part 2-2 Division 4A of the Act – for the preceding six (6) months, the Employee may request in writing to convert their employment status to an equivalent full time or part time permanent position.

6.7 Where an Employee requests to convert their employment status, the Company will consider the request. If the Company is able to accommodate the employee's request, the Company will take reasonable steps to convert the employment at the start of the next roster cycle. Where the Company is unable to accommodate the request because of reasonable business grounds, the Company will consult with the Employee and outline the reason(s) for the refusal in writing within twenty-one (21) days of the request being made.

6.8 **Permanent**

6.9 Employees other than those who are Maximum term or Casual, who are engaged by the Company to work regular and systematic hours. Permanent Employees can expect to retain their employment – and the terms and conditions associated with their employment – on an ongoing basis.

6.10 **Maximum term**

Employees may be engaged on a maximum term contract for the duration of a specific project, period of time, or specified task. Except for in special circumstances, the duration of maximum term contracts will be for a period of up to 2 years. Employees engaged on maximum term contracts will receive the entitlements specified in this Agreement, (or pro-rata basis if part time) but will not be entitled to notice of termination, redundancy or severance if their employment is terminated at the end of the contracted period. Maximum term contracts will be compliant with the Act (including rules regarding renewal and entering into consecutive contract, unless an exception under the Act applies). Upon expiry of the contract, there is no guarantee of ongoing employment unless a further contract is offered and accepted in writing. For the purposes of this Agreement, Fixed-Term contracts have the same meaning as Maximum term contracts.

6.11 **Probation Period**

The employment of all new Employees (except casual Employees) will be subject to a minimum three (3) months probationary period. If the Company deems it necessary to extend the probationary period for a further period of up to three (3) months, the Employee will be notified.

7. TERMINATION OF EMPLOYMENT

7.1 Except in the case of a casual Employee or an Employee terminated for serious misconduct, the employment relationship may be terminated at any time by either party (Employee or the Company) providing written notice to the other party in accordance with the table below:

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Up to one (1) year	1 Week
More than one (1) year but less than three (3) years	2 Weeks
More than three (3) years but less than five (5) years	3 Weeks
Five (5) years and over	4 Weeks

7.2 The period of notice specified in subclause 7.1 is increased by one (1) week if the Employee is over forty-five (45) years of age and has completed at least two (2) years continuous service with the Company at the time the notice is given. Employees are not required to give additional notice to the Company because of their age.

7.3 Casual Employees are entitled to one (1) hour's notice of termination (or payment in lieu of notice).

7.4 In accordance with clause 7.1, during the probation period, either party may elect to end the employment relationship by providing one (1) week's written notice to the other party.

7.5 Unless summarily dismissed, a maximum term Employee's employment automatically terminates upon expiration of the term as set out in their contract of employment.

7.6 **Payment in lieu of notice**

The Company may elect to make a payment to the Employee in lieu of all or part of any notice period required to be given to an Employee. Employees who refuse to work part or all of the notice period required to be given to the Company will not be eligible to be paid in lieu any of their unworked notice.

7.7 **Failure to provide notice**

Employees who refuse to work part or all of the notice period required to be given to the Company will not be eligible to be paid in lieu any of their unworked notice.

7.8 **Dismissal without notice for serious misconduct**

The provisions of clause 7 do not prevent the Company from terminating a contract of employment without notice for serious misconduct. In these circumstances, the Employee shall only be entitled to be paid for the time worked, up to the time of dismissal. Without limiting the generality of the foregoing, examples of 'serious misconduct' include:

- (a) theft or fraud;
- (b) assault;
- (c) wilful damage to goods or property;
- (d) sexual harassment or discrimination;
- (e) unauthorised use or disclosure of confidential information; and
- (f) serious safety breach (e.g. removal of a danger tag or use of equipment with a danger tag attached).

7.9 **Notice of inability to attend**

If unable to attend work for any reason, Employees must notify their supervisor as soon as practicable, providing as much notice as reasonably possible. Except for in exceptional circumstances, this generally means notifying prior to the time they are required to commence work. When notifying their supervisor of their inability to attend work, Employees must also advise of the period (or expected period) of absence.

7.10 **Abandonment**

Subject to the NES and Award, where an Employee has three (3) consecutive days of unauthorised absence from work without notification to the Company, the Employee may be deemed to have abandoned their employment. The Employee's contract of employment with the Company may be deemed to have ceased in accordance with the termination provisions of this Agreement, and the Employee may be considered to have failed to provide adequate notice as set out in clause 7.7 of this Agreement.

7.11 **Return of company property**

On termination of their employment, however occurring, an Employee will immediately return to the Company all property belonging to the Company.

7.12 **Discontinuance of Company accommodation**

- (a) In circumstances where:
 - (i) the Company is required to provide accommodation to the Employee in order for the Employee to perform their role; and
 - (ii) that accommodation is withdrawn by the provider of the accommodation,
- (b) the Company may not be able to continue the employment and the Employee's contract of employment may be terminated in accordance with the notice provisions at sub-clause 7.1. In such circumstances, the Employee may be directed to perform other work which is within the Employee's capabilities for the duration of the Employee's notice period.

8. STAND DOWN

- 8.1 Notwithstanding any other provision in this Agreement, where an Employee cannot be usefully employed because of:
 - (a) any industrial action;
 - (b) a breakdown of machinery or equipment where the Company cannot reasonably be held responsible for the breakdown; or
 - (c) a stoppage of work for any cause which the Company cannot be reasonably held responsible,
- 8.2 the Company may stand down the Employee without pay for that period.
- 8.3 The Company will endeavour to provide Employees with at least fourteen (14) days' notice prior to being stood down. Any period where the Employee is stood down does not break the continuity of employment with the Company.
- 8.4 Prior to enacting this Stand Down clause:
 - (a) the Company will instruct Employees to partake in any outstanding administration, training and/or housekeeping activities that are operationally required;
 - (b) where an Employee can be meaningfully engaged in alternative duties for which they are suitably trained and competent to perform during the stand down period, the Company will discuss such alternative duties with the Employee. If the parties mutually agree, the Employee will perform the alternative duties for the duration of the stand down period, or part of in which the alternative duties must be performed, without loss or reduction of pay;
 - (c) subject to operational requirements, and where an Employee cannot be engaged in meaningful work, the Company will ask Permanent Employees to volunteer for stand down; and
 - (d) the Company may consider developing a roster system in consultation with the Employees.
- 8.5 Where an Employee is stood down, the Employee may use their accrued paid annual or long service leave entitlements for the stand down period, in which case, the Employee is required to complete a leave form for approval

- 8.6 Not with standing Clauses, 8.1 thru 8.4, if an Employee attends for work at a Remote Site but is unable to work despite being willing and able to do so as a result of a force majeure event, the Employee will be paid the hours, including penalties if applicable, that they were rostered for that shift.

9. PAYMENT OF WAGES

- 9.1 Wages will be paid fortnightly in arrears by electronic funds transfer into an Australian bank, building society or credit union account nominated by the Employee.
- 9.2 Where an Employee believes the Employee has been underpaid, the Employee must bring the underpayment to the Company's attention in writing as soon as practicable. In the event that an Employee has been underpaid, the Company is committed to responding and resolving the issue as quickly as possible and will provide the Employee with the appropriate backpay in a timely manner.
- 9.3 On occasions where (due to actions of the Company) the Company has underpaid an employee by greater than \$200 gross of their pay, the Company commits to processing an off-cycle payrun to resolve the underpayment. This off-cycle process will take place 7 calendar days after the standard payrun. Once the amount of the underpayment has been calculated, the correction will be processed in the earliest of the off-cycle payrun or the next standard payrun. Corrections less than \$200 gross of the employees pay will be processed in the next standard payrun.
- 9.4 Where an Employee has made a notification pursuant to clause 9.2 and the Company takes more than fourteen (14) days to respond, the Employee may raise a dispute in accordance with clause 36 of this Agreement.

10. SUPERANNUATION

- 10.1 Superannuation shall be paid in accordance with the Superannuation Guarantee (*Administration*) Act 1992 (*Cth*) (**Super Act**). Contributions shall be paid into a compliant superannuation fund nominated by the Employee or where no fund is nominated by the Employee, any existing 'stapled fund' of the Employee. If the Employee does not nominate a fund and does not have a stapled fund, the Employee's superannuation contributions will be paid into the Company's default fund (which offers a MySuper product).
- 10.2 An Employee's superannuation contribution will be calculated on the Employee's ordinary time earnings for their ordinary hours work and capped to the maximum level required by the Super Act.

11. GROUP JOURNEY COVER

- 11.1 The Company shall maintain a group coverage insurance policy which provides Employees with journey cover insurance.
- 11.2 All employees must cooperate with the Company and Company's insurer or other third-party in relation to any claim or request for information for the purposes of the group coverage insurance policy.

12. TRAVEL

12.1 Travel to and from work

- (a) Unless specified in the Remote Site contract, or within this Agreement, any time spent travelling to and from the Employee's usual place of engagement is not considered to be time worked and is unpaid.
- (b) Where an Employee is required to start work or finish work at a location other than the Employee's usual place of engagement or the Company workshop, unless otherwise agreed with the Company, the Employee's hours of work will commence and end when the Employee is on the job site. Travel time between the Employee's home residence and the work location is not considered as time worked.
- (c) Where an Employee has commenced their shift at the Employee's usual place of work or the Company workshop and the Employee then directed to attend another location, time spent travelling will be considered as time worked.
- (d) Subject to Clauses 12.1 to 12.3, if an Employee is provided with and required to drive a Company supplied vehicle, they will not be paid for any time spent travelling, unless the travel time falls outside their rostered hours; in which case travel will be paid at the Employee's ordinary rate of pay. Where an Employee is directed to use their own vehicle for work purposes the Employee will be paid per the Company mileage claim policy.

12.2 Remote Work

- (a) Where an Employee undertakes remote work and the Company provides air travel between the remote work site and the Company's designated domestic airport, travel (including time spent travelling) to and from the domestic airport and the Employee's residence is the responsibility of the Employee.
- (b) The Company will arrange transport to and from the domestic airport for employees based at the Bunbury Division. Transport to and from the airport will begin and end at the Bunbury Workshop, and stop at Company approved designated pick up locations enroute.

12.3 Weekend Mobilisation

- (a) Notwithstanding clauses 12.1 & 12.2, where an Employee (other than a casual) who is based at the Bunbury workshop, is required to mobilise or demobilise for remote work on a weekend, the Employee will be paid a gross payment of AUD\$400 travel allowance, to cover their initial mobilisation and final demobilisation to and from the Perth domestic airport. This payment is in addition to any other mobilisation or remote work related payments, where applicable, that the Employee may be entitled to.
- (b) If the mobilisation or demobilisation occurs over multiple days, the allowance will only be paid once per mobilisation, and once per demobilisation. This payment shall compensate the Employee for all travel payments and travel time and shall not be paid at any other times.
- (c) Where an Employee is in receipt of this payment, they will not be entitled to the kilometre allowances under clause 12.1(d) of this Agreement.
- (d) The travel allowance will take effect from the commencement of this Agreement and will be indexed and increased as per the annual wage increases within this Agreement.

- 12.4 In the event an Employee fails to board a designated flight, or other Company provided transport, where the failure is due to the actions of the Employee, the Company may require the Employee return to the remote site at their own cost. Where the Employee requests, the Company may agree in writing for the Employee to reimburse the Company via payroll deductions for the cost of the transportation. Any deduction must be in accordance with the Act. Employees may also be subject to disciplinary action with respect to failing to board

designated transportation.

- 12.5 Further to Clause 12.4, the Employee will not be paid for any days/shifts missed as a result of missing their designated transportation, unless the Employee requests to use the Employee's accrued paid leave entitlements under this Agreement. Approval of the request for paid leave will be at the Company's discretion.

12.6 For travel to product support related site works

12.6.1 Full-time & Part-time Permanent Employees

Where a full-time or part-time permanent Employee is directed to travel for product support related site works:

- (a) If mobilisation and demobilisation occur on the same day, the Employee will be paid for time spent travelling at their ordinary rate of pay. This will be capped at twelve (12) hours unless it is approved by both the head of the Employee's department and the Company's Human Resources Department; or
- (b) if the mobilisation and demobilisation occurs over multiple days, the Employee will be paid for time spent travelling at their ordinary rate of pay. This will be capped at twelve (12) hours per day unless it is approved by both the head of the Employee's department and the Company's Human Resources Department.
- (c) Where an Employee works and travels within the same day, penalty rates will apply as if all hours have been worked, regardless of the sequence of the work and travel.

Any payment pursuant to this sub-clause is in addition to any applicable Shift Change payment, and in addition to any entitlements under 12.6

12.6.2 Casual Employees

Where a casual Employee is directed to travel for product supported related site works:

- (a) if mobilisation and demobilisation occur on the same day, the Employee will not be entitled to be paid for any time spent travelling to the site, or any time prior to commencing work. For clarity, time spent checking into the work site will not be paid. The Employee will be paid from the time that the Employee commences work on site; or
- (b) if the mobilisation and demobilisation occurs over multiple days, the Employee will be paid for time spent travelling at their ordinary rate of pay, capped at twelve (12) hours per day. This payment is in addition to any applicable nightshift Shift Change payment.

12.6.3 Site to site transfers

Where an employee is required to travel between different work sites:

- (a) any time spent travelling will be paid at the Employee's ordinary rate of pay, capped at twelve (12) hours per day. Any payment pursuant to this sub-clause is in addition to any applicable nightshift Shift Change payment; and
- (b) if the Employee drives any vehicle to the site, the Employee will receive an uplift payment of AUD\$5 gross per hour in addition to the Employee's ordinary rate of pay. An Employee is only entitled to payment under this sub-paragraph where the:
 - (i) journey between sites takes a minimum of ninety (90) minutes; and
 - (ii) payment is approved by the Employee's supervisor prior to the start of the journey.
 - (iii) If the driver exceeds 7.6 hours worked time for that day, penalty rates will also apply.

13. ACCOMMODATION FOR REMOTE WORK

- 13.1 Where an Employee is required to work at a location which is such a distance that they cannot reasonably be expected to return home at night, the Company will provide suitable board and lodging, or reimburse Employees for any reasonable expense for meals and accommodation not provided.
- 13.2 In addition to subclause 13.1, where:
- (a) an Employee (other than a casual Employee) is permanently based at the Bunbury workshop;
 - (b) the Employee is required to mobilise from the Perth domestic airport, to undertake remote work; and
 - (c) the Employee is unable to return home to their usual residence,
- 13.3 whilst engaged on such remote work, the Employee will be entitled to receive a flat allowance of AUD\$60 gross per night spent on the site. The allowance under this subclause will not be payable where the Employee is in receipt of any Living Away from Home fringe benefit, or any additional payment paid in recognition of such site conditions, and which would result overall, in the Employee receiving a greater amount than this overnight allowance. This allowance will be indexed against the rate increases as set out in clause 18.4.

14. HOURS OF WORK

Ordinary Hours

- 14.1 Except in the case of Employees on a shift roster, the ordinary hours of work will be an average of thirty-eight (38) hours per week over a defined work cycle (not exceeding four (4) weeks) from Monday to Friday, falling between the hours of 0600 and 1800.
- 14.2 The Company will determine each Employee's schedule of ordinary hours. Employees will be provided with a minimum of forty-eight (48) hours' notice of changes in the Employee's hours of work, unless a shorter notice period is agreed with an Employee or such notice is impractical, in which case the Employee will be provided with reasonable notice.

Rostered Day Off (RDO or flexiday)

- 14.3 Ordinary hours may be arranged on a roster system that provides for Employees to accrue a Rostered Day Off (**RDO**). The system shall require Employees to work eight (8) ordinary hours per day/shift, be paid for seven point six (7.6) ordinary hours per day/shift, and have the remaining zero point four (0.4) of an ordinary hour accruing each day towards a paid RDO. RDOs will be paid at an Employee's ordinary rate of pay and will not attract overtime penalty rates. RDO's will not be accrued on public holidays, during any period of leave or unpaid absence from work. Leave entitlements will continue to accrue when an RDO is taken.
- 14.4 Where an RDO roster system is in place the following paragraphs will apply:
- (a) RDOs must be taken at a time that is mutually convenient to both the Employee and the Company and must be staggered to ensure minimal disruption to the Company's customers and operational requirements.
 - (b) Employees must give the Company reasonable notice of their request to take an RDO and the Company must give reasonable notice of when it requires Employees to take an RDO.
 - (c) In the absence of exceptional circumstances, RDOs must be taken as whole days.

- (d) Employees may accrue up to five (5) RDOs which may be:
 - (i) taken as separate, single days or taken together as consecutive days; or
 - (ii) taken at the beginning or end of a period of annual leave, provided such arrangement is mutually agreed between the Employee and the Company.
- (e) The purpose of RDOs is to take time off work at regular intervals for rest and recreation. Therefore, once an Employee has accrued five (5) RDOs, they will be required to take each subsequent RDO before the next RDO accrues unless otherwise agreed in writing between the Employee and the Company. Where agreement cannot be reached, an Employee may be directed to take their RDO and will be provided with seven (7) days' notice or by agreement, the RDO may be paid in lieu.
- (f) The Company will allow the cashing out of RDOs by agreement, which will be paid at the Employee's ordinary rate of pay. For permanent shift Employees, this payment shall be inclusive of a 15% shift loading, where employees have worked continuously on afternoon or night shift for 52 consecutive calendar weeks or more, the cashing out of RDOs will be inclusive of a 20% shift loading.

Four (4) day working week roster

- 14.5 Employees may request to work a four (4) days per week roster comprising of nine and a half (9.5) hour shifts, plus a half an hour unpaid lunch break, instead of the ordinary hours set out at sub-clause 14.1. The request must be put in writing to the Company.
- 14.6 Where the Company approves a request under sub-clause 14.5:
 - (a) the Company and Employee will agree the Employee's working schedule which will be consistent each week, and with a preference that the Employee works either Monday to Thursday or Tuesday to Friday;
 - (b) the Employee may request in writing to change their scheduled working days on an ad hoc basis. The Company will consider such requests taking into account the operational needs of the Company; and
 - (c) RDOs will not be accrued whilst working such roster.

15. REST AND MEAL BREAKS

- 15.1 Employees will not be required to work more than five (5) hours without a break, except where another arrangement is agreed between the Employee and their Supervisor.
- 15.2 An unpaid meal break of thirty (30) minutes will be taken at a time agreed between the Company and the Employees to ensure minimal disruption to the works. For Employees who are Continuous Shift Workers, this meal break will be paid at the Employee's ordinary rate of pay.
- 15.3 A rest break of fifteen (15) minutes, without deduction of pay, will be provided within the first half of each day or shift, and taken at a time to ensure minimal disruption to the works and as agreed by the Employee's Supervisor. If the Employee is working a twelve (12) hour shift (excluding RDO accrual and breaks), the Employee may take an additional fifteen (15) minute break during the second half of the Employee's day or shift.
- 15.4 Employees will be allowed a reasonable amount of time to wash up prior to meal or rest breaks without deduction of pay. What is considered a 'reasonable amount of time' will depend on the circumstances, including the work undertaken by the Employee prior to the break, and any direction from the Employee's supervisor.

- 15.5 Employees will be allowed a reasonable amount of time to washup prior to the end of the Employee's shift without deduction of pay. What is considered a 'reasonable amount of time' will depend on the circumstances, including the work undertaken by the Employee that day and any direction from the Employee's supervisor.
- 15.6 **Meal Allowance:** Where the Company fails to notify an Employee on the previous day/shift that they are required to work a twelve (12) hour shift or longer the following day, the Employee will be supplied with a meal by the Company or paid an allowance for such meal of AUD\$16.81 gross per occasion.

16. SHIFT WORK

- 16.1 In order to meet the operational requirements of the Company, Employees may be required to work a shift roster. The Company will decide in consultation with each affected Employees, whether the Employee will be required to work either:
- (a) day work with overtime; or
 - (b) shift work within the meaning of this clause.
- 16.2 **Shift work** is deemed to be any arrangement of working hours where the ordinary hours are worked outside of the spread of ordinary hours set out at subclause 14.1, and are worked across a roster which includes night or afternoon shifts.
- (a) **Afternoon Shift** means any shift that finishes at a time between 6.01pm and 12:00 am.
 - (b) **Night Shift** means any shift that finishes at a time between 12:01 am and 6.00am.
- 16.3 When a Night Shift commences on Friday and ends on Saturday, the shift will form part of the Employee's ordinary hours.
- 16.4 Employees working continuously on afternoon or night shift for less than 52 consecutive calendar weeks will, in addition to their ordinary hourly rate of pay under this Agreement, receive a flat shift loading of 15% of their ordinary hourly rate for each hour worked.
- 16.5 Employees who have worked continuously on afternoon or night shift for 52 consecutive calendar weeks or more, will in addition to their ordinary hourly rate of pay under this Agreement, receive a flat shift loading of 20% of their ordinary hourly rate for each hour worked.
- (a) In the event that an Employee is required to work a different shift temporarily for operational reasons, they will continue to receive the 20% loading on their return to afternoon or night shift.
 - (b) In the event that an Employee is required to work a different shift temporarily for personal or family reasons, in consultation and approval from their manager, they will continue to receive the 20% loading on their return to afternoon or night shift.
- 16.6 Where an Employee works a permanent afternoon or night shift takes or cashes-in an RDO, the RDOs accrued on such shifts will be paid to the Employee including a flat 15% shift allowance (in addition to the Employee's ordinary hourly rate), where employees have worked continuously on afternoon or night shift for 52 consecutive calendar weeks or more, the cashing out of RDOs will be inclusive of a 20% shift loading
- 16.7 At times, depending upon the work requirements, a Supervisor may require an Employee to change from one shift to another or from day work to shift work. The Supervisor will endeavour to provide at least forty-eight (48) hours' notice but not less than twenty-four (24) hours' notice to Employees (unless there is a safety or an emergency situation requiring less notice to be given). Where an Employee is not given notice in accordance with this clause, the Employee will be paid double the ordinary time rate for the first shift, but will not receive the shift loadings at sub-clause 16.

Thereafter, the Employee will be paid at their applicable rate for the remaining shifts including shift loading (if applicable). This extra payment does not apply where the Employee reverts to their original shift after one (1) day of working changed shifts.

16.8 Where:

- (a) an Employee is required to change status from night shift to dayshift, the Employee will be paid eight (8) hours shift change at their ordinary rate of pay.
- (b) An employee on a remote site is required to take a shift off work for fatigue and remain at the remote location, the employee will be paid 8 hours at their ordinary rate of pay for that shift

16.9 Where a permanent or fixed term Employee has worked successive Night Shifts and the Employee will be transitioning to day work:

- (a) the Company may direct the Employee not to work their next shift or shifts; and
- (b) the Employee will be paid for eight (8) hours of work at the Employee's base rate of pay.

17. OVERTIME

17.1 The nature of the work is such that Employees may be required to work overtime hours, which may include work on weekends, public holidays, shift work, overtime hours in addition to rostered hours and remote work. The Company is not obliged to provide Employees with overtime pay.

17.2 When calculating overtime pay, each day stands alone but when an Employee works overtime that continues beyond midnight on any day, the time worked after midnight will be deemed to be part of the day before for the purpose of this clause.

17.3 When an Employee works overtime they are entitled to a ten (10) hour break, without loss of pay for ordinary hours, before starting their next shift. It is the Employee's responsibility to ensure that they take their ten (10) hour break and advise their Supervisor if the Employee will be starting their next shift late in order to take that break. If a Supervisor instructs an Employee to continue working or start their next shift without having a ten (10) hour break, every hour worked pursuant to this instruction will be paid at double the Employee's ordinary rate of pay. Once released from duty, the Employee will be entitled to their ten (10) hour break without loss of pay for any ordinary hours the Employee would have otherwise worked during that ten (10) hours. This clause does not apply if an Employee has been recalled in accordance with subclause 17.4.

17.4 **Recall**

- (a) Where an Employee is recalled to work after having completed their rostered hours for the day, the Employee shall be paid a minimum of four (4) hours, consisting of three (3) hours at time and a half of their ordinary rates and one (1) hour at double their ordinary rates.
- (b) Time reasonably spent by the Employee getting to and from work during a recall is counted as time worked.
- (c) A recall does not include being requested before leaving the workplace, to return at a specified time to work overtime nor to work overtime before the start of the Employee's normal shift.
- (d) If recalled to a job for which the Employee has already received the minimum overtime recall rate of four (4) hours, overtime worked at any subsequent recall is not regarded as overtime. Any time worked exceeding four (4) hours shall be paid at overtime rates.

- 17.5 **Overtime Rates:** Where work is performed outside the ordinary hours of work for day work as set out in clauses 14.1, and 16.2, Employees will be paid as follows:
- (a) For the first two (2) hours outside the ordinary hours of work Monday to Friday and/or Saturday before noon; time and one-half of their ordinary hourly rate.
 - (b) Any hours worked beyond the first two (2) hours outside the ordinary hours of work Monday to Friday and/or Saturday afternoon and any work performed on a Sunday; double the ordinary hourly rate.
 - (c) Employees shall be paid double time and one-half of their ordinary hour rate for all hours worked on a public holiday. Shift allowance is not payable on public holidays.
- 17.6 Subject to clauses 17.4 and 17.7, Employees required to work on a Saturday or a Sunday shall be paid a minimum of four (4) hours and three (3) hours on public holiday.
- 17.7 Rostered overtime can be withdrawn by giving one (1) hours' notice.

18. REMUNERATION AND ALLOWANCES

- 18.1 The ordinary hourly rates of pay provided in this clause and Schedule 2 for Apprentices are the minimum hourly rates that will be paid to Employees within each classification for their ordinary hours of work.
- 18.2 Subject to Schedule 1 – Site Assignments, the Company may at its sole discretion elect to pay a higher rate on an individual basis to an Employee.
- 18.3 The minimum ordinary hourly rates of pay set out in the below table include all allowances and entitlements not otherwise defined in the Agreement and include compensation for (but not limited to):
- (a) the full range of duties an Employee is required to undertake;
 - (b) the nature of the work;
 - (c) the physical environment in which the work is performed;
 - (d) annual leave loading (17.5% of the ordinary hourly rate paid as compensation for any loss of overtime); and
 - (e) Occupational Allowances such as Tool and First Aid Allowance.

Classifications	Ordinary Hourly Base Wage
Apprentices	See Schedule 2
Tradesperson	\$38.08
Non-Trades Specialist: (e.g. Belt Splicer/ Dogperson, / Rigger / Spray Painter/Sand Blaster / Scaffolder / Remediation Worker / / Welder (unqualified))	\$33.46
Operator, Mobile Crane Operator / Truck Driver / Skid-Steer Loader Operator / Forklift Operator	\$31.16
General Labourer / Trades Assistant / General or Yard Hand / Storeperson	\$27.12
Registered Trainee	\$23.09

18.4 The ordinary rate of pay for all Employees, including those set out in the table at clause 18.3, Schedule 1 and Schedule 2, will be increased each year by the greater of 2.5% or March Quarter Results for All Groups CPI Perth, but not higher than 4%:

- (a) following this Agreement's commencement date, a 4% increase will be applied to all Employees and backdated to the first full pay period occurring after 1 July 2024; for the avoidance of doubt this increase will apply to the table at clause 18.3, employees covered under schedule 1, schedule 2, and the table in schedule 3; and
- (b) ceasing on 1 July prior to the nominal expiry of this Agreement.

Any wage increase shall be paid to an Employee in the next full pay period occurring after 1 July.

18.5 **Leading Hand allowance**

- (a) Where the Company appoints, in writing, an Employee to undertake the role of Leading Hand, who is placed in charge of four (4) or less Employees, the Employee will be paid an additional flat allowance of AUD\$3.00 gross per each hour worked as a Leading Hand. This allowance will increased annually in line with clause 18.4.
- (b) Where the Company appoints, in writing, an Employee to undertake the role of Leading Hand, who is placed in charge of not less than five (5) Employees, the Employee will be paid an additional flat allowance of AUD\$5.00 gross per each hour worked as a Leading Hand. This allowance will increased annually in line with clause 18.4.

18.6 **Site Uplift allowance**

- (a) Where an Employee is required to attend a worksite that is not their normal place of work, the Employee will receive a Site Uplift depending on the region they are required to work. The Site Uplift will only be paid for hours worked on the site, and does not apply to any type of leave taken, Shift Change or fatigue payments, inductions or travel time.
- (b) The Site Uplift will be applicable as follows:

Region	Gross Uplift \$/hour
Northwest (Kimberley & Pilbara)	\$5.00
Mid-West & Great Southern (Gascoyne, Midwest, Goldfields/Esperance, Wheatbelt)	\$5.00
Perth, Peel, Southwest, Great Southern	\$3.00
Interstate	\$5.00
Overseas (International)	\$7.00

- (c) An Employee will not receive a Site Uplift allowance if the site is listed as the Employee's place of work or current project, in the Employee's employment contract, or common law employment contract.
- (d) Where an Employee:
 - (i) qualifies for a Site Uplift allowance; and
 - (ii) is required to complete works that are primarily based underground,
 the Employee will receive an additional flat allowance of AUD\$5.00 gross per hour for every hour that the Employee is engaged in the underground based works.

Port Maintenance Technician – Extra Duties and On Call Allowances

Port maintenance technicians are entitled to additional uplifts above their appointed Flat Rate for being qualified to, and performing specific extra duties to assist the client.

Qualification/Duties	Allowance (AUD Gross)
On-Call Allowance	\$100/Day \$200/ Public Holidays
Level 2A tagger (Single point and common tag isolations)	\$1.00/Hour
Level 2C Tagger (Confined Space Isolations)	\$1.00/Hour
Confined Space Entry Leader	\$1.50/Hour
6G Welder or Equivalent Specialist Skillset	\$1.50/Hour

19. ANNUAL LEAVE

19.1 An Employee (other than a casual Employee) will accrue four (4) weeks annual leave per year of service. Pursuant to the NES, Employees who are Continuous Shift Workers are entitled to accrue an additional week of annual leave per year of service. An Employee will be deemed a **Continuous Shift Worker** for the purposes of this Agreement and the NES, when the Employee is continuously rostered for shifts twenty-four (24) hours a day for seven (7) days a week and regularly rostered to work on Sundays and public holidays.

19.2 Annual leave accrues progressively and accumulates from year to year. Except where otherwise required by law, leave will not accrue while the Employee is on authorised unpaid leave or unauthorised leave. Accrued but untaken annual leave will be paid out to an Employee on termination of employment.

19.3 When taking annual leave Employees will be paid their ordinary hourly rate of pay and any applicable all-purpose allowance for their ordinary hours in the period of annual leave.

19.4 Requesting leave

Annual leave will be given and taken as mutually agreed between the Company and the Employee. Employees should ideally request in writing to take annual leave at least four (4) weeks in advance, and except where otherwise agreed, annual leave should be taken in blocks of consecutive days/shifts aligning with roster cycles. The Company will only refuse an Employee's request for annual leave if the refusal is reasonable.

19.5 Excessive leave

Where an Employee has accrued excessive leave (which is more than six (6) weeks of annual leave for day workers or eight (8) weeks of annual leave for Continuous Shift Workers) and the Employee and the Company have genuinely tried to reach agreement but have not successfully resolved how to reduce the excessive leave, the Company may direct the Employee take one or more periods of paid annual leave provided;

- (a) the direction does not result in the Employee's remaining accrued annual leave entitlement becoming less than four (4) weeks leave when any other annual leave arrangements are taken into account;
- (b) the Employee is not required to take any period of annual leave of less than one (1) week; and
- (c) the Employee is not required to take a period of annual leave beginning less than eight (8) weeks or more than twelve (12) months after the direction is given.

19.6 **Shut down periods**

Where the Company shuts down the business or part of its business for a particular period (i.e. Christmas shutdown), Employees will be provided with 28 days' written notice in writing. Employees may be directed to take annual leave for this shutdown period. Where an Employee does not have sufficient annual leave accrued to cover the full duration of the shutdown period that Employee may request to use any existing long service leave accruals instead. Employees may otherwise be required by the Company to take the period in excess of the Employee's accrued annual leave entitlement as leave without pay or, where agreed in writing, paid leave in advance.

19.7 **Cashing out leave**

Subject to the Act, an Employee may, by written agreement with the Company, elect to cash out a particular amount of accrued annual leave in lieu of time off, by paying the Employee at least the full amount that would have been payable if the Employee had taken leave provided:

- (a) the remaining entitlement after the cashing out is not less than four (4) weeks annual leave;
- (b) no more than two (2) weeks of annual leave is cashed out in any twelve (12) month period; and
- (c) the Employee has given the Company a request, in writing, to cash out the annual leave the Company has accepted the request in writing; and
- (d) the resulting agreement specifies the amount of leave to be cashed out, the payment to be made to the Employee for it, and the date on which payment is to be made.

19.8 If a public holiday under this Agreement is observed on an ordinary working day during the period of annual leave, that day will not be counted as annual leave.

19.9 The provisions of this annual leave clause will not apply to casual Employees.

20. PUBLIC HOLIDAYS

20.1 An Employee shall be entitled to the public holidays in accordance with the NES and as gazetted under the law of the State or Territory where the Employee is performing work. Subject to the NES, casual Employees are not entitled to payment for public holidays not worked.

20.2 Due to the operational requirements of the Company and nature of the work, Employees may be asked to work on public holidays where such request is reasonable. If an Employee refuses such request and the refusal is unreasonable, the Company may require the Employee to work on the public holiday.

20.3 Work performed on a public holiday will be paid at double time and one-half of the Employee's ordinary rate of pay for the hours worked.

20.4 By exception, and by written agreement between the Company and an Employee, an alternative day may be taken as the public holiday, and in each case the substituted day will be treated as a public holiday and the former public holiday shall be a normal working day.

21. PERSONAL / CARER'S LEAVE

- 21.1 Employees are entitled to personal/carer's leave in accordance with the Act and Employees, other than casual Employees, shall accrue ten (10) paid days personal/carer's leave for each year of service, or as pro-rata for part time Employees.
- 21.2 Subject to their compliance with any relevant notice and/or evidence requirements, Employees other than casual Employees, are entitled to be absent from work without loss of ordinary hours, for up to the amount of paid personal/carer's leave they have accrued due to:

- (a) personal illness or personal injury; or
- (b) the need to provide care or support to a member of their immediate family or a member of their household because of personal injury or illness, or an unexpected emergency affecting the member.

Immediate family (throughout this Agreement) means an Employee's spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

- 21.3 Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. Accrued but unused personal/carer's leave will not be paid out on termination of employment.
- 21.4 Personal/carer's leave does not continue to accrue during any period of unauthorised absence, unpaid leave, or unpaid authorised absence (unless provided for in the Act).
- 21.5 Personal/carer's leave is paid at the Employee's ordinary hourly rate of pay for the Employee's ordinary hours of work in the period of leave. Casual Employees are not entitled to payment for personal/carer's leave.
- 21.6 Employees (including casual Employees) are entitled to unpaid carer's leave to provide care or support to a member of their immediate family or a member of their household because of personal injury or illness, or an emergency affecting the member, of a period of up to two (2) days per occasion in accordance with the Act. Full time and part time Employees are not entitled to take unpaid carer's leave if they have paid personal/carer's leave accruals available to them.
- 21.7 In response to an Employee's request to take personal/carer's leave, paid or otherwise, **Required Evidence** - the Company is entitled to request that the Employee provides evidence which would satisfy a reasonable person that the Employee has taken leave for the permitted reasons. This evidence may be reasonable proof of the Employee's illness or injury, or of their need to provide care or support to an immediate family member. In considering the Employee's request for personal/carer's leave, the Company may require the Employee to provide documentary evidence such as a medical certificate from a registered medical practitioner, or if that is not reasonably practicable, a statutory declaration, which would satisfy a reasonable person that the Employee has taken leave for the permitted reasons.
- 21.8 If the Employee does not provide satisfactory evidence of the entitlement to personal/carer's leave, the Company will treat such an absence from work as an unpaid unauthorised absence.
- 21.9 Other than in exceptional circumstances, an Employee intending to take personal/carer's leave must personally notify their immediate supervisor that they will not be attending work, and the expected duration of their absence. The notification must take place as soon as practicable, and, other than in exceptional circumstances, no later than the Employee's scheduled start time.

- 21.10 If a public holiday under this Agreement is observed on an ordinary working day during the period of approved personal leave, that day will not be counted as personal/carer's leave.

22. COMPASSIONATE LEAVE

- 22.1 Employees are entitled to compassionate leave in accordance with the Act.
- 22.2 All Employees are entitled to take up to two (2) days, compassionate leave or entitlements per the relevant Company leave policy, which ever is the greater, (for each permissible occasion) where:
- (a) a member of their immediate family or household dies or,
 - (b) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life;
 - (c) a child is stillborn, where the child would have been a member of the Employee's immediate family or a member of the Employee's household had the child been born alive; or
 - (d) the Employee, or the Employee's spouse or de facto partner, has a miscarriage
- 22.3 For all Employees other than casual Employees, compassionate leave is payable at the Employee's applicable ordinary hourly rate of pay for the ordinary hours of work in the period of leave.
- 22.4 Employees taking compassionate leave may be required to provide evidence satisfactory to the Company of the occasion at sub-paragraph 22.2.

23. LONG SERVICE LEAVE

- 23.1 Employees are entitled to Long Service Leave in accordance with the provisions of the Act and the *WA Long Service Leave Act 1958*.

24. PARENTAL LEAVE

- 24.1 Employees are entitled to Parental Leave in accordance with the provisions of the Act and the Company's Paid Parental Leave Policy.

25. COMMUNITY SERVICE LEAVE AND JURY SERVICE

- 25.1 Employees (including casual Employees) are entitled to community service leave, in accordance with the Act and relevant State/Territory legislation.
- 25.2 Employees are required to notify the Company as soon as reasonably practicable of their intention to take such leave and advise the Company of the period (or expected period) of their absence.
- 25.3 Employees taking community service leave may be required to provide proof, satisfactory to the Company, that the Employee has been or will be engaged in an eligible community service activity. Employees (other than casual employees) on jury service are also required to provide an attendance certificate and confirmation of the amount of any jury service pay received.

26. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

- 26.1 This clause applies to all Employees, including casuals. For the purposes of this Agreement:
- (a) **family and domestic violence** means violent, threatening or other abusive behaviour by a close relative of an Employee, a member of an Employee's household, or a current or former intimate partner of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful; and
 - (b) **close relative** of the Employee means a person who is a member of the Employee's immediate family or a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- 26.2 An Employee may take leave to deal with family and domestic violence if:
- (a) the Employee is experiencing family and domestic violence;
 - (b) the Employee needs to do something to deal with the impact of the family and domestic violence; and
 - (c) it is impractical for the Employee to do that thing outside their ordinary hours of work.
- 26.3 An Employee is entitled to ten (10) days' paid leave to deal with family and domestic violence, as follows:
- (a) the leave is available in full at the start of each twelve (12) month period of the Employee's employment; and
 - (b) the leave does not accumulate from year to year.
- 26.4 If an Employee takes a period of paid family and domestic violence leave, the Company will pay the Employee:
- (a) for an Employee, other than a casual Employee, at the Employee's full rate of pay, as if the Employee had not taken the period of leave; and
 - (b) for a casual Employee, and only where the Employee was rostered and accepted the offer to work any hours during the period, at the Employee's full rate of pay, as if the Employee had worked the hours in the period for which the Employee was rostered.
- 26.5 The time an Employee is on unpaid leave under this clause does not count as service but does not break the Employee's continuity of service.
- 26.6 An Employee must give the Company notice of the taking of leave by the Employee under this clause. The notice must be given to the Company as soon as practicable (which may be a time after the leave has started); and must advise the Company of the period, or expected period, of the leave.
- 26.7 An Employee who has given the Company notice of the taking of leave under this clause must, if required, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.
- 26.8 The Company must take steps to ensure information concerning any notice an Employee has given, or evidence provided under this clause is treated confidentially, as far as it is reasonably practicable to do so (unless disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person).
- 26.9 An Employee is not entitled to take leave under this clause unless the Employee complies with all requirements under this clause.

27. WORK CLOTHING AND BOOTS

- 27.1 Full time Employees who have completed their probationary period will be provided with five (5) sets of work clothing (overalls or pants and shirts) and one (1) pair of boots.
- (a) Once provided, Employees must wear their Company issued work clothing while at their normal place of work, or when performing work at another location as part of their employment.
 - (b) The Company will refund up to \$200 incl. GST (or per Company policy, whichever is greater) for appropriate work boots of the Employees choice. Employees who choose boots above this value will be required to make up the difference in the cost themselves.
- 27.2 Employees are responsible for cleaning and maintaining their work clothing.
- 27.3 Work clothing and boots will be replaced by the Company on a fair wear and tear and/or safety basis. The Company's decision on whether they should be replaced will be final.

28. HEALTH AND SAFETY

- 28.1 The Company and Employees will adhere to applicable Work Health & Safety Legislation including the Work Health & Safety Act 2020.
- 28.2 Employees must notify their supervisor immediately if the Employee becomes aware of any workplace risks.
- 28.3 Employees must wear all supplied protective equipment and uniforms in a correct manner as required. Any protective equipment and uniforms supplied by the Company will remain the property of the Company and uniforms shall be replaced on a fair wear and tear basis.
- 28.4 Employees must be fit for work when they present for work, which requires that they are not affected by fatigue, drugs or alcohol, or other factors which could affect their safety and performance at work. Employees must comply with all lawful fitness for work instructions.
- 28.5 To ensure fitness for work, Employees may be required to undergo medical examinations, including pre-employment medical testing, testing to satisfy clients, or drug and alcohol testing as required by the Company, for the purposes of determining an Employee's ability to perform their duties safely and competently. Medicals may include drug and alcohol testing.
- 28.6 Employees agree that the Company can request lawful property searches and drug and alcohol tests.
- 28.7 Possession, use or sale of an illegal and/or unauthorised substance, refusing to undertake a drug or alcohol test when requested, or returning a positive result from a drug or alcohol test may constitute serious misconduct and may result in disciplinary action including termination of employment, including on a summary basis.
- 28.8 Neither this clause, nor the Company's rights in relation to a breach of safe work practices, will waive the right of the Company to summarily dismiss an Employee without prior warnings for acts of serious misconduct.

29. CONSULTATION

- 29.1 The Company will consult Employees and consider their views about the following in accordance with this clause:
- (a) a major change that is likely to have a significant effect on the Employees as set out in clause 29.3; or
 - (b) where the Company proposes a change to the regular roster or ordinary hours of work of an Employee or Employees, not contemplated for and provided by this Agreement.
- 29.2 The relevant Employees may appoint a representative for the purposes of the consultation.
- 29.3 Where the Company has made a definite decision to introduce a major change that will be likely to have a significant effect on Employees, the Company will:
- (a) give written notice of the changes to affected Employees; and
 - (b) consult with affected Employees about measures to avoid or mitigate the effects of the changes on the Employees and genuinely consider their views.
- 29.4 A major change will not include changes as already contemplated for and provided by this Agreement.
- 29.5 Where the change is to the Employees' regular roster or ordinary hours of work, the Company will:
- (a) provide information to the affected Employees about the change;
 - (b) invite the affected Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) consider any views given by the affected Employees about the impact of the change.
- 29.6 In this clause, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of a significant number of Employees; or
 - (b) a major change to the composition, operation or size of the Company's workforce or to the skills required of Employees.
- 29.7 The Company is not required to disclose confidential or commercially sensitive information.
- 29.8 This clause shall not apply where:
- (a) there is customary turnover associated with the temporary nature or project, the RDO system, site work and the like; or
 - (b) where an Employee:
 - (i) has irregular, sporadic, or unpredictable working hours;
 - (ii) is regularly required to change their regular roster or ordinary hours of work; or
 - (iii) is transferred with appropriate notice to an existing roster.

30. REDUNDANCY

- 30.1 Where an Employee's employment is terminated:
- (a) at the Company's initiative because the Company no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (b) because of the insolvency or bankruptcy of the Company,
- the Employee may be entitled to redundancy pay in accordance with the Act.
- 30.2 Certain types of Employees are not entitled to redundancy pay under this Agreement or the Act including:
- (a) Casual Employees;
 - (b) Apprentices;
 - (c) Registered Trainees, whose employment is for a specified period of time or is limited to the duration of the traineeship;
 - (d) Employees engaged for a specified period of time or a specified task;
 - (e) Employees terminated due to serious misconduct; and
 - (f) Employees with less than one (1) year of continuous service.
- 30.3 Where an Employee is entitled to redundancy pay, severance payments are calculated at the Employee's ordinary rate of pay for their ordinary hours in accordance with the table in clause 30.5.
- 30.4 Where an Employee's role is to be made redundant, and their employment terminated, they are entitled to up to eight (8) ordinary hours off work without loss of pay to look for other employment or attend a job interview. The time off must be taken at time agreed between the Employee and the Company and the Employee may be required to provide proof of this entitlement, satisfactory to the Company.

Period of Continuous Service	Severance Pay
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
10 years and over	12 weeks

31. TRAINING

- 31.1 Training is an important and integral part of the Company's relationship with Employees.
- 31.2 To increase safety, efficiency, productivity and competitiveness, the Company and Employees acknowledge the importance of training.
- 31.3 Employees from time to time will be required to participate in appropriate training as determined by the Company to ensure Employees are equipped with the necessary skills and competencies needed to perform the tasks required of their position.
- 31.4 The Company will meet the costs of Company approved training. In addition, Employees will be paid for the ordinary hours at their applicable ordinary rate of pay for the time in attendance at the Company approved training course.
- 31.5 To assist with development of others, Employees may be required to teach work skills and procedures to other workers as required by the Company, including employees and contractors, so long as they have the skills, knowledge, and competency to do so.

32. WORKPLACE DELEGATES RIGHTS

- 32.1 Clause 32 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 32.

- 32.2 In clause 32:
 - (a) **employer** means the employer of the workplace delegate;
 - (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
 - (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- 32.3 Before exercising entitlements under clause 32, a workplace delegate must give the employer written notice of their appointment or election as workplace delegate. The workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election. For the purpose of this Agreement, this evidence is to take the form of an official letter from the relevant organisation appointing the employee.
- 32.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.
- 32.5 **Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

 - (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of disputes;
 - (d) disciplinary processes;

- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

32.6 **Entitlement to reasonable communication**

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 32. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

32.7 **Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 32 if:
 - (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

32.8 **Entitlement to reasonable access to training / employee organisation endorsed event**

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours a year, to attend training related to representation of the industrial interests of eligible employees, or endorsed event as detailed in notice from delegate's organisation subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 35 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been

absent from work to attend the training.

- (d) The workplace delegate must give the employer not less than 4 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (f) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

32.9 Exercise of entitlements under clause 32

- (a) A workplace delegate's entitlements under clause 32 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 32 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 32 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (i) unreasonably fail or refuse to deal with a workplace delegate; or
- (ii) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (iii) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 32 of this Agreement.

33. PAID INDUCTIONS AND VERIFICATION OF COMPETENCY

- 33.1 Employees and Prospective Employees will be paid for their time when directed by the Company to undertake inductions, verification of competency (**VOC**) or any other work-related training task undertaken in an Employee's and Prospective Employees time, either prior to or during employment.
- 33.2 A prospective Employee is only entitled to payment under this clause where the Employee remains employed with the Company for one (1) week or for the duration of the project if the project is less than one (1) week.

- 33.3 Any payment pursuant to this clause will be:
- (a) paid at the Employee's applicable ordinary hourly rate; and
 - (b) for the predetermined duration of the induction, training, VOC or other task as determined by the Company only.
- 33.4 An Employee will be advised of the predetermined duration of allotted time it will take to complete the training, induction or VOC.
- 33.5 An Employee will only receive payment under clause 33 or clause 2, not both.

34. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 34.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the individual flexibility arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; or
 - (v) annual leave loading, and
 - (b) the arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters mentioned in subclause 34.1; and
 - (c) the arrangement is genuinely agreed to by the Company and Employee.
- 34.2 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act;
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 34.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing (and where the Employee has a limited understanding of written English, taken reasonable steps to ensure the Employee understands the arrangement);
 - (b) includes the names of the Company and Employee;
 - (c) is signed by an authorised Company representative and the Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment because of the arrangement; and
 - (iv) states the day on which the arrangement commences.
- 34.4 The Company must give the Employee a signed copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

- 34.5 The Company or Employee may terminate the individual flexibility arrangement:
- (a) by giving no less than twenty-eight days (28) written notice to the other party to the arrangement; or
 - (b) at any time if the Company and Employee agree in writing.

35. REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

- 35.1 When an Employee makes a request for flexible working arrangements under section 65 of the Act, before responding to the request, the Company will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances.
- 35.2 Within twenty-one (21) days of the request being made, the Company will respond to the Employee's request in writing stating whether the Company grants or refuses the request, and in the case of refusing the request, the reasons why.
- 35.3 If the Company and the Employee are unable to agree on a change in working arrangements, the Company's written response must:
- (a) state whether or not there are any changes in working arrangements that the Company can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (b) if the Company can offer the employee such changes in working arrangements, set out those changes in working arrangements.
- 35.4 If the Company and Employee agree on a working arrangement that differs from the Employee's original request, the Company will confirm the agreed working arrangement in writing.
- 35.5 Nothing in this clause limits the Company's ability to refuse a request under this clause because of reasonable business grounds.

36. DISPUTE RESOLUTION

- 36.1 This dispute resolution procedure applies to disputes that arise between the Employee and the Company about any matter arising under this Agreement or in relation to the NES (other than a dispute about whether a Company had reasonable business grounds under subsection 65A(3) or 76A(3) of the Act).
- 36.2 Where a dispute arises, the following procedure must be followed to settle the dispute.
- (a) The Employee(s) shall first discuss with a view to resolving the issue with their direct supervisor.
 - (b) If not resolved, the Employee(s) shall discuss with a view to resolving the issue with their direct supervisor and the relevant manager.
 - (c) The Employee(s) may then take up the matter with the relevant manager who will attempt to resolve the issue.
 - (d) If not resolved, the Employee may refer the matter to a senior management representative of the Company. The Company must initiate steps to resolve the matter quickly and amicably and the Employee must cooperate with the Company.

- (e) If not resolved, the issue may be referred by either party to the FWC for conciliation or mediation to resolve the matter.
 - (f) Following conciliation, if the issue remains unresolved, the issue may be dealt with by arbitration by the FWC. The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench of the FWC pursuant to section 604 of the Act.
- 36.3 To ensure a dispute free culture the parties undertake that no strike, ban or limitation of work shall occur in respect of any issue, dispute, or concern whilst the above procedure is being followed and the status quo prior to the dispute shall be maintained.
- 36.4 Where a dispute under this clause is proceeding, all work shall continue normally unless Employees have a reasonable concern about an imminent risk to their health or safety. Where such a concern does arise Employees shall perform other work as directed by the Company where such a risk is not present.
- 36.5 Where shutdowns, tie-ins, break down, or other essential work or emergency work is carried out under this Agreement, Employees are committed to ensuring that there is an uninterrupted and continuous supply of labour to ensure that the work being carried out shall not be stopped, interrupted, or delayed, provided it is safe to do so.
- 36.6 At any time during this Dispute Resolution Process, either party may appoint a representative of their choice to assist in resolution of the dispute.

37. SIGNATORIES

SIGNED ON BEHALF OF THE COMPANY


Signed:  Date: 12 September 2024

Name of person authorised to sign: Brendan Dorricott

Address: Glendale Industrial Estate, Temple Road, PICTON EAST WA 6229

Explanation of authority to sign: Executive General Manager

EMPLOYEES – SIGNED ON BEHALF OF THE EMPLOYEES COVERED BY THIS AGREEMENT

Signed:  Date: 12-11-24

Name of person authorised to sign: Joshua Green

Address: Queensbury Street, South Bunbury

Explanation of authority to sign: Bargaining Rep

SCHEDULE 1 – REMOTE WORK – REMOTE SITE ASSIGNMENTS

- a) Given the nature of the industry, Employees may be engaged or required to work on a temporary assignment, or work on a project or client site, or remote work (**Site Assignment**). Employees will be advised in writing at the time of their engagement on, or appointment to a Site Assignment.
- b) Any Site Assignment conditions will be offered via a common law employment contract as outlined at clause 5.3 of this Agreement, and such contract will outline:
 - (i) the continuing application of this Agreement;
 - (ii) the temporary roster and conditions of the Site Assignment;
 - (iii) any specified remuneration details for that assignment including whether a higher composite flat rate of pay will apply; and
 - (iv) whether any additional allowances or other monies will be payable.
- c) Such Site Assignment shall require Employees to work rosters which shall include the requirement to work at remote sites in accordance with the project/site roster. Such rosters may include extended shifts, e.g. twelve (12) hour shifts; extended rosters; or roster cycles consisting of working days onsite immediately followed by a cycle of unpaid R&R, and may include compressed ordinary hours over that cycle.
- d) In recognition of the above Site Assignment conditions, whilst on a Site Assignment an Employee may be paid additional amounts in excess of those required under this Agreement to compensate for the Site Assignment conditions.
- e) Where any payments are made to an Employee under this Schedule and pursuant to any common law employment contract any additional remuneration or payments in excess of those required by this Agreement (including by way of higher remuneration, composite rate or any other additional monies) will be received by the Employee in satisfaction of and in compensation for any entitlement, penalties, loadings and allowances which might otherwise apply to the Employee under this Agreement, provided that such terms will be compliant with the NES and do not remove conditions that are mandatory terms of this Agreement.
- f) To avoid doubt, where an Employee is entitled to redundancy pay in accordance with the Act and this Agreement, and the Employee is entitled to a redundancy entitlement, or severance payment in accordance with their Site Assignment contract, this amount may be paid in compensation for and in satisfaction of any amounts otherwise payable to the Employee in respect of redundancy under the Act or this Agreement; providing such payment received by the Employee is not less than what the Employee would have received under the NES.
- g) At the time of entering into an arrangement under this schedule, the Company will do an audit of the proposed roster and working arrangements to satisfy itself that the arrangement will ensure that the Employee is better off compared to this Agreement. Any Site Assignment contract and conditions must be subject to clause 5.4 of this Agreement, which ensures Employees are not disadvantaged and are better off.

SCHEDULE 2 – APPRENTICES / REGISTERED TRAINEES

- a) An Apprentice may be engaged under a training agreement approved by the relevant Apprenticeship Authority, provided the qualification outcome specified in the training agreement is consistent with that established for the vocation in the training package determined from time to time by a relevant skills council or its successors and endorsed by the Australian Skills Quality Authority or its successor. **Apprenticeship Authority** means a State or Territory training authority with the responsibility for the apprenticeship.
- b) For the purposes of this Agreement, a **Registered Trainee** is an Employee undertaking a Registered Traineeship at the Company’s direction which:
 - i. is a system of training approved as such, by the relevant State or Territory training authority;
 - ii. meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the Australian Skills Quality Authority; and
 - iii. leads to an AQF certificate level qualification in accordance with vocational education and training legislation).

Training will include both ‘on’ and ‘off’ the job training components.

- c) The terms of this Agreement apply to Registered Trainees, Apprentices, including Adult Apprentices, except where otherwise stated. Apprentices may be engaged in trades or occupations that are provided for in this Agreement and Apprenticeships when declared or recognised by an Apprenticeship Authority.
- d) All Apprentices/Registered Trainees are employed under a limited term employment contract for the term of the training contract. The Company has no obligation to maintain employment after end of the training contract.
- e) Where Apprentices are engaged, their ordinary base hourly rate of pay shall be in accordance with the rates set out in the table below and for Registered Trainees as per the pay rate set out in the table at clause 18.3 of this Agreement. The below pay rates and are also inclusive of all additional payments as outlined in clause 18.3 of this Agreement. If during the nominal term of this Agreement, the ordinary base hourly rate of pay outlined in the Award surpasses the equivalent rates prescribed in table below, the more favourable of the two will apply.

Year of Apprenticeship	Non- Adult	Adult
Stage 1	\$17.33	\$23.66
Stage 2	\$19.62	\$25.40
Stage 3	\$23.09	\$26.55
Stage 4	\$27.12	\$27.70

- f) An **Adult Apprentice** is an Employee aged twenty-one (21) years and over.
- g) An Apprentice under the age of eighteen (18) years is not required to work overtime or shift work unless the Apprentice so desires, and by agreement. No Apprentice or Registered Trainee will be required to work shift work that does not rotate between day and afternoon shift.
- h) The Company will provide access to training consistent with the training agreement to the Apprentice without loss of ordinary hours payment. Time spent attending off-site or block release training or assessments as part of an Employee’s Apprenticeship will be considered as time worked. Apprentices must attend technical colleges or schools or registered training organisations or TAFE when required and show reports of satisfactory progress to the Company as requested.

- i) Upon successful completion of the relevant stage the Company will meet the Apprenticeship training fees from the Registered Training Organisation and the costs for the approved textbooks for the Apprenticeship.
- j) Where an Apprentice Employee is required to attend training or assessment as part of their Apprenticeship course and as a result the Apprentice Employee cannot reasonably return home, the Company will pay for the excess reasonable travel and accommodation costs, directly incurred by the Employee while travelling to and from such training. Alternatively, the Company may choose to supply the Employee with suitable accommodation and meals during such period. Any payments will be reduced by the amount which the Employee has received for such costs from any Government Apprentice assistance scheme or similar.

SCHEDULE 3 – RATES TABLE

Level	Hourly Base Rate (Full-time and Part-time Employees)	Hourly Base Rate (Casual Employees)
CLASSIFICATION: TRADESPERSON		
Boilermaker, Fitter, Machinist, Fitter (Hydraulic & Mechanical)		
Level 1	\$ 42.12	\$ 48.01
Level 2	\$ 44.44	\$ 51.11
Level 3	\$ 46.77	\$ 53.80
CLASSIFICATION: NON-TRADES SPECIALIST		
Belt Splicer, Dogman Rigger, Scaffolder Painter/blaster Remediation 2nd Class Welder		
Level 1	\$ 36.38	\$ 42.22
Level 2	\$ 38.40	\$ 44.13
Level 3	\$ 40.41	\$ 46.48
CLASSIFICATION: OPERATOR		
Forklift, Skid, Truck Driver, Heat Treatment technician, Mobile Crane		
Level 1	\$ 33.70	\$ 39.28
Level 2	\$ 35.61	\$ 40.93
Level 3	\$ 37.49	\$ 43.10
CLASSIFICATION: GENERAL LABOURER		
Labourer, General Hand, Yardhand, Store-person, Trades Assistant		
Level 1	\$ 29.75	\$ 34.21
Level 2	\$ 31.42	\$ 36.12
Level 3	\$ 33.08	\$ 38.04
CLASSIFICATION: PORT MAINTENANCE TECHNICIAN		
	Flat Rate	Overtime Flat Rate
Entry	\$43.00	\$ 59.00
Level 1	\$45.50	\$ 62.50
Level 2	\$47.50	\$ 65.00
Level 3	\$50.00	\$68.00

SCHEDULE 4 – LEVEL CLASSIFICATIONS GUIDELINE

Level	Generic Competencies & Performance Requirements	Port Maintenance Technician	Fitter	Machinist	Hydraulic Fitter	Fabrication	Surface Treatment	Stores
Entry	<p>Performs routine duties under direct supervision Completes role specific training requirements and inductions Follows all company and site safety protocols Behaves within RCR & NRW's Organisational values Less than 12 months relevant industry experience.</p>	<i>New Hire</i> - Minimum qualifications required for role and operates basic machines and tools.						
		i.e. Alcoa port Induction.	i.e. Trade Cert and operates basic machines and tools.					
1	<p>Competently performs work to the level of training provided Produces quality work under routine supervision Must have been passed out by RCR training department on applicable plant/equipment required for the role Behaves within RCR & NRW's Organisational values</p>	<p>TRACESS (or equivalent LMS) login and training underway. Can perform 2/3 PM's Able to go on Call. ARP training and/or Basic fitting and boiler making duties around plant. Equipment Setup. Basic OEM component assembly. Operating as part of a team to complete OEM builds. on Alcoa Equipment</p>	<p>Equipment Setup Basic OEM component assembly. Operating as part of a team to complete OEM builds.</p>	<p>Machine Setup and experience across multiple machines, some supervision and instruction required.</p>	<p>Strip, assess, rebuild, test cylinders. Identify components using resource materials and tools. Entry level tube bending and flaring. Ability to crimp hoses. Understanding of hydraulic schematics</p>	<p>Completion of Relevant Welder Qualification Tests. E.g. 1G & 2F Understanding of drawings and ability to fabricate basic parts.</p>	<p>Competent in blasting and Experienced with RCR plant and equipment required to perform role. Aware of packing and handling requirements</p>	<p>Experienced with RCR plant, equipment and software systems required to perform role. Knowledge of items/cycle counts.</p>

Level	Generic Competencies & Performance Requirements	Port Maintenance Technician	Fitter	Machinist	Hydraulic Fitter	Fabrication	Surface Treatment	Stores
2	<p>Competent to apply skills and knowledge to complex but routine situations where discretion, judgement and problem solving are required Performs work under limited supervision, operates all required equipment and assists others with on the job training</p> <p>Behaves within RCR & NRW's Organisational values</p> <p>Flexible and able to assist other work groups including site work and overtime.</p> <p>Minimum 2 years relevant industry experience</p> <p>Completion of apprenticeship plus 6 months in current role.</p>	<p>Bearing changes /maintenance. Shaft replacement. Basic Alcoa Port plant/process knowledge. TRACESS (or equivalent LMS) training complete.</p> <p>1 Relevant High risk licence qualification.</p> <p>Can perform 3/3 PM's</p>	<p>Shaft Assemblies. Alignments on Feeders. Strip and assess works Chains and Pre-Panning</p>	<p>All the above, plus HRW tickets. Advanced machining (Borer & NCs) Limited supervision. Basic NC programs.</p>	<p>Stripping, building, and testing of pumps and motors. Intermediate tube bending. Fully interpret hydraulic schematics. Basic fault-finding and diagnostics including HMG systems. Ability to rebuild & test HPUs.</p>	<p>Capable to fabricate standard OEM equipment. Maintaining safety standards and efficiencies. Completed all required/assigned training. Intermediate Welder Qualifications e.g., 3G. Coordinating the training and tasks of apprentices</p>	<p>Can work across both blasting and painting areas. Understanding of quality control requirements and techniques. Knowledge of OEM components and specific requirements.</p>	<p>Able to read and interpret drawings. Knowledge of packing and handling requirements, booking in items for dispatch.</p>
3	<p>Demonstrates the ability to complete tasks which require highly developed skills and knowledge in a specialist area Completes work of a non-routine nature which may require fault finding and problem solving of new situations</p> <p>Provide other employees with knowledge, coaching and training to assist in the completion of tasks and up-skill employees</p> <p>Understands and applies quality control techniques</p> <p>Uses initiative and isn't limited by the scope of a specified task</p>	<p>Caustic ship hookup / connect / disconnect Relevant OEM experience of Alcoa Port equipment and strong plant/process knowledge. TRACESS (or equivalent LMS) maintained and current. 2 relevant High Risk Licence Qualifications.</p>	<p>3Y+ Experience on RCR OEM Equipment. Strong Gearbox, Pump & Drive Unit knowledge and experience.</p>	<p>Capable of setting up, operating & maintaining multiple machines. Training & mentoring of apprentices on multiple machines. Advanced NC Programming and Live Editing. Machine tool fitting</p>	<p>Able of competently execute testing & commissioning of RCR OEM equipment and HPU's, Extensive Testing experience of hydraulic powerpacks, motors, drives, cylinders etc. Ability to complete high complexity tube and hose works. Cert IV in fluid power</p>	<p>Consistently produces a high level of quality work on more complex fabrications, OEM and Non-OEM equipment. More advanced HIGH-Risk tickets i.e. CN or CB or RA. Advanced Welder Qualifications.</p>	<p>Can competently operate and maintain all types of coating equipment utilized in the business unit. Can meet all quality requirements and has a vast knowledge of RCR paint specs</p>	<p>Additional qualifications or tickets above minimum requirements i.e. Dogging, HR. Ability (and training) to perform additional job functions above basic job role. Awareness of compliance protocols with dispatching.</p>

Level	Generic Competencies & Performance Requirements	Port Maintenance Technician	Fitter	Machinist	Hydraulic Fitter	Fabrication	Surface Treatment	Stores
	Behaves within RCR & NRW's Organisational values Competently and regularly coordinates and or leads a team to execute scopes of work 5Y experience on mining/materials handling equipment 3Y experience on OEM equipment and ability to work unsupervised							

CLASSIFICATION GUIDELINE PROGRESSION

- 1 Effective from the commencement of the first full paid period following the Operational Date of this Agreement, the Company will appoint an existing Employee to a classification level within Schedule 4 of this Agreement. This appointment will be determined at the discretion of the Company by the following factors:
 - 1.1 the Employee's current qualifications and competencies required to satisfy a specific level and all levels below. If a qualification or competency has expired through no fault of the Employee, the Employee will be recognised as holding that qualification or competency for the purpose of this initial classification level appointment and the Company will arrange for the Employee to undertake the relevant training; and
 - 1.2 the Company's assessment that the Employee is routinely required to utilise the competencies and qualifications, or the Employee is required by the Company to periodically use the competencies and qualifications in another area eg shutdowns.
- 2 The movement of an Employee between levels within the classification structure in Schedule 4 is at the Company's discretion and dependent on, but not limited to, the following factors:
 - 1.1 the Employee achieving and maintaining the competencies required by the Company within a specified level and all levels below; and
 - 1.2 the Company's assessment that the Employee is routinely required to utilise those competencies and qualifications, or the Employee is required by the Company to periodically use the competencies and qualifications in another area eg shutdowns.
- 3 When the Company recruits a new Employee from the external market, the Employee will be assessed for their applicable classification level based on their skills, qualifications, and experience at the time of recruitment. In the circumstances where this Employee meets all requirements of a specific classification level except for Company specific competencies, they will be classified at this level and a training plan will be developed to close out the Company specific training gaps within the first six (6) months of their employment. In the event the Company does not provide the required training within this period, the Employee will maintain their current classification structure until such time as the Employee is offered the opportunity to complete the required training.