



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Monadelphous Engineering Associates Pty Ltd
(AG2023/1270)

MONADELPHOUS ENGINEERING ASSOCIATES PTY LTD KEMERTON LITHIUM HYDROXIDE PROCESSING PLANT – EXPANSION PROJECT GREENFIELDS AGREEMENT

Building, metal and civil construction industries

DEPUTY PRESIDENT BEAUMONT

PERTH, 17 MAY 2023

Application for approval of the Monadelphous Engineering Associates Pty Ltd Kemerton Lithium Hydroxide Processing Plant – Expansion Project Greenfields Agreement

[1] An application has been made for approval of a greenfields agreement known as the *Monadelphous Engineering Associates Pty Ltd Kemerton Lithium Hydroxide Processing Plant – Expansion Project Greenfields Agreement* (the **Agreement**). The application was made by Monadelphous Engineering Associates Pty Ltd (the **Applicant**) pursuant to s 185 of the *Fair Work Act 2009* (Cth) (the **Act**).

[2] This is a greenfields agreement that meets the requirements of s 172(2)(b) of the Act. I am satisfied that each of the requirements of ss 186 and 187 of the Act as are relevant to this application for approval have been met. In accordance with s 187(5)(a) of the Act, I am satisfied that the ‘Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union’ known as the Australian Manufacturing Workers' Union, the Australian Workers' Union and the Construction, Forestry, Maritime, Mining and Energy Union (the **organisations**) are entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[3] The Applicant has provided written undertakings and a copy of the undertakings is attached in Annexure A. In accordance with s 191(2) of the Act, the undertakings are taken to be a term of the Agreement.

[4] Pursuant to s 53(2)(b) of the Act, I note the Agreement was made with the organisations and that the Agreement covers them.

[5] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 24 May 2023. The nominal expiry date of the Agreement is 17 May 2027.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/1270

Applicant:
Monadelphous Engineering Associates Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

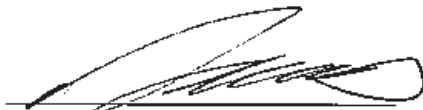
Undertaking – Section 190

I, Stuart Wood, Senior Industrial Relations Advisor, have the authority given to me by Monadelphous Engineering Associates Pty Ltd to give the following undertakings with respect to the Monadelphous Engineering Associates Pty Ltd Kemerton Lithium Hydroxide Processing Plant – Expansion Project Agreement ("the Agreement"):

1. The definition for a continuous shiftworker in Clause 7 of the Agreement will be amended to read;

For the purposes of this Agreement and the NES, an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

15.05.2023
Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

**MONADELPHOUS ENGINEERING ASSOCIATES PTY LTD
KEMERTON LITHIUM HYDROXIDE
PROCESSING PLANT – EXPANSION PROJECT
GREENFIELDS AGREEMENT**

FINAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION	4
1. TITLE	4
2. PARTIES AND PERSONS BOUND	4
3. APPLICATION OF AGREEMENT	4
4. RELATIONSHIP TO AWARDS, LEGISLATION AND OTHER INSTRUMENTS	4
5. NO EXTRA CLAIMS	4
6. PERIOD OF OPERATION	5
7. DEFINITIONS	5
SECTION 2: INCOME.....	6
8. WAGES AND CLASSIFICATION STRUCTURE	6
9. PROVISION OF TOOLS (AND TOOL ALLOWANCE)	8
10. APPRENTICES GENERAL.....	9
11. APPRENTICES WAGE RATES	9
12. PROJECT PAYMENT	9
13. WORK RELATED ALLOWANCES	10
14. SUPERANNUATION	11
15. INCOME PROTECTION INSURANCE	12
SECTION 3: CONTRACT OF SERVICE.....	12
16. WEEKLY EMPLOYMENT	12
17. CASUAL EMPLOYMENT	13
18. STAND DOWNS	13
19. NOTICE OF TERMINATION	13
20. GENERAL CONDITIONS.....	14
21. ABANDONMENT OF EMPLOYMENT	14
22. SEVERANCE	14
23. PAYMENT OF WAGES	15
24. DISPUTE RESOLUTION PROCEDURE	15
25. PROTECTIVE CLOTHING AND EQUIPMENT	15
26. DISTANT WORKER ACCOMMODATION	16
27. WEEKEND TRAVEL (RETURN HOME)	16
28. REST AND RECREATION LEAVE	16
29. CHRISTMAS AND/OR EASTER BREAK.....	17
30. MOBILISATION AND DEMOBILISATION EXPENSES AND TRAVEL TIME	17
SECTION 4: HOURS OF WORK	18
31. HOURS OF WORK	18
32. ROSTERED DAYS OFF	19
33. WITHDRAWAL OF OVERTIME.....	19
34. OVERTIME PAYMENTS	19
35. RECALLS	20
36. STANDBY	20
37. TEN HOUR BREAK.....	20
38. INCLEMENT WEATHER	21
39. SHIFT WORK	21
SECTION 5: LEAVE PROVISIONS.....	22
40. ANNUAL LEAVE	22
41. PERSONAL LEAVE	23
42. PUBLIC HOLIDAYS.....	25
43. COMPASSIONATE LEAVE	25
44. COMMUNITY SERVICE LEAVE	26
45. FAMILY AND DOMESTIC VIOLENCE LEAVE	27
46. PARENTAL LEAVE	28
SECTION 6: ADMINISTRATION MATTERS	28

47. SITE SECURITY 28

48. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE 29

49. INDIVIDUAL FLEXIBILITY ARRANGEMENTS..... 29

SECTION 7: SIGNATURES..... 31

APPENDIX 1: CLASSIFICATION STRUCTURE 34

SECTION 1: INTRODUCTION

1. TITLE

This Agreement shall be called the Monadelphous Engineering Associates Pty Ltd Kemerton Lithium Hydroxide Processing Plant – Expansion Project Greenfields Agreement (“the Agreement”).

2. PARTIES AND PERSONS BOUND

This Agreement shall be binding upon:

Monadelphous Engineering Associates Pty Ltd [ABN 52 008 861 836] (“the Company”); and

- Employees of the Company employed in the classifications set out in Clause 8 of this Agreement and performing work falling within the Application of this Agreement; and
- The Unions signatory to this Agreement.

3. APPLICATION OF AGREEMENT

- (1) This Agreement shall apply to the on-site construction work for the Kemerton Lithium Hydroxide Processing Plant – Expansion Project (“the Project”).
- (2) Provided that the Agreement shall not apply to:
 - (a) Maintenance, upgrades, preparatory works, minor works, shut down and associated work undertaken to Albemarle Pty Ltd;
 - (b) The transport of personnel to and from the Project;
 - (c) Deliveries of materials and equipment to and from the Project;
 - (d) The construction, maintenance or upgrades of off-site infrastructure (for example roads, power and communication systems which service the Site);
 - (e) The construction, alteration, upgrade and/or operation of accommodation facilities;
 - (f) Off-site manufacture and off-site fabrication associated with the Project.

4. RELATIONSHIP TO AWARDS, LEGISLATION AND OTHER INSTRUMENTS

- (1) This Agreement operates to the exclusion of any award.
- (2) Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement. In particular, references to entitlements provided for in the National Employment Standards (“NES”) and other legislation are:
 - (a) for information only and do not incorporate those entitlements into this Agreement; and
 - (b) not intended as a substitute for the detailed provisions of the NES and other legislation.
- (3) This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. NO EXTRA CLAIMS

- (1) This Agreement is made in full and final settlement of all claims in relation to work covered by this Agreement and the Parties and Persons Bound shall not make any further claims for the period of operation of this Agreement.
- (2) The provisions of the *Construction Industry Portable Paid Long Service Leave Act 1985 (WA)*, the *Work Health and Safety Act 2020 (WA)* and other relevant Safety legislation (“the Acts”) as amended from

time to time, shall have full effect and nothing in this Agreement shall operate to affect, vary or exclude the operation of the Acts insofar as they apply to work covered by this Agreement.

6. PERIOD OF OPERATION

- (1) This Agreement shall commence operation seven days after the Company receives approval from the Fair Work Commission (The FWC).
- (2) The nominal expiry date of this Agreement shall be 4 years from the date of its approval by the FWC. However, this Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated in accordance with the *Fair Work Act 2009* ("FW Act").

7. DEFINITIONS

Term	Means
All-Purpose Allowance	Any all-purpose allowance should be added to the Employee's relevant hourly rate of pay to establish the all-purpose hourly rate. This is then the basis for calculating overtime, shift loadings and casual rates, as well as being the rate to be used for all approved paid leave i.e. they are included for "all purposes".
Company Close Down	A period during which the Company decides to suspend work on the Project Site for all or a majority of the workforce and for which the Company grants annual leave where sufficient leave is available.
Continuous Service	Service with the Company as one continuous or non-interrupted basis. Industrial action, unauthorised absences and authorised unpaid leave (except where specified otherwise) do not break the period of continuous service, but do not count as service when calculating that part which is continuous.
Continuous Shift Worker	An Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.
Demobilisation	A Distant Worker's return journey to the location of their initial engagement following their termination on the Project.
Distant Worker – 3/1 Roster	<ol style="list-style-type: none"> (1) All Interstate Employees; or (2) An Employee who is not a Distant Worker – Weekend Return Home Employee as defined and is engaged by the Company to proceed from their Usual Place of Residence within Western Australia to construction work on the Project and the Employee does so and that work is at such a distance that the Employee cannot return to their Usual Place of Residence each night.

Term	Means
Distant Worker – Weekend Return Home	An Employee who is engaged by the Company to proceed from their Usual Place of Residence within Western Australia to construction work on the Project and the Employee does so and has opted to be a Distant Worker – Weekend return Home Employee and that work is at such a distance that the Employee cannot return to their Usual Place of Residence each night.
Flat Allowance	Flat allowances may be expressed as hourly, daily or weekly amounts. They are a set flat amount and are not included for calculating overtime or shift premiums.
Local Worker	An Employee who is not a Distant Worker as defined.
Mobilisation	A Distant Worker's initial forward journey when proceeding to construction work at the Project after engagement.
Ordinary Hours	An average 36 hours per week, worked between the hours of 6.00am and 6.00pm, Monday to Friday each week or worked at other times outside of these hours in the case of shift Employees. Ordinary Hours plus RDO accrual hours are worked by Employees each day prior to qualifying for payment of overtime penalties.
Ordinary Rate of Pay	The minimum hourly wage rates payable to Employees for working Ordinary Hours plus any All-purpose Allowances.
Point of Hire	The closest capital city to the Employee's usual place of residence as stipulated in the Registration of Interest form.
RDO	Rostered Day Off
Shift Work	Any arrangement of Project Working Hours where the majority of the Ordinary Hours are worked outside of the spread of hours 6.00am – 6.00pm Monday to Friday and when Employees are working as such.
Usual Place of Residence	The Employee's place of residence at which they would usually reside and to which they cannot return to each night because they have proceeded to work on the Project at the direction of the Company.

SECTION 2: INCOME

8. WAGES AND CLASSIFICATION STRUCTURE

- (1) The classification structure in this Agreement is set out below.

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

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

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

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

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

The following are the minimum hourly wage rates payable to Employees for working Ordinary Hours under the classifications described. Civil/Structural classifications are described in Appendix 1 – Classification Structure of this Agreement.

Except for column 2 below these rates will apply from the first full pay period commencing on or after the dates indicated.

CONSTRUCTION WORKERS

Level	From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
CW1	\$38.83	\$40.38	\$42.00	\$43.68
CW2	\$40.34	\$41.95	\$43.63	\$45.38
CW3	\$42.03	\$43.71	\$45.46	\$47.28
CW4	\$43.29	\$45.02	\$46.82	\$48.70
CW5	\$44.55	\$46.33	\$48.19	\$50.11
CW6	\$45.81	\$47.65	\$49.55	\$51.53

* see descriptors at Appendix 1

TRADES

Classification	From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
Special Class Tradesperson	\$44.13	\$45.90	\$47.73	\$49.64
Metal Tradesperson Carpenter Painter Bricklayer Tiler	\$42.03	\$43.71	\$45.46	\$47.28

ELECTRICAL TRADES

Classification	From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
Electrician Special Class	\$46.23	\$48.08	\$50.01	\$52.01
Instrument Fitter	\$46.23	\$48.08	\$50.01	\$52.01
Electrical Tradesperson	\$44.13	\$45.90	\$47.73	\$49.64
Cable Jointer	\$44.13	\$45.90	\$47.73	\$49.64

CRANE CLASSIFICATIONS

Classification	From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
Mobile Crane Driver (Hiab)	\$38.83	\$40.38	\$42.00	\$43.68
Mobile Crane operator - mobile cranes with lifting capacity up to and including 15 tonnes	\$43.29	\$45.02	\$46.82	\$48.70
Mobile Crane Operator - mobile crane with a lifting capacity in excess of 15 tonnes and up to and including 100 tonnes	\$44.55	\$46.33	\$48.19	\$50.11
Mobile Crane Operator - mobile crane with a lifting capacity in excess of 100 tonnes and up to and including 180 tonnes	\$45.81	\$47.65	\$49.55	\$51.53
Mobile crane operator- mobile crane with a lifting capacity in excess of 180 tonnes and up to and including 260 tonnes	\$47.07	\$48.96	\$50.91	\$52.95
Tower crane operator	\$47.07	\$48.96	\$50.91	\$52.95
Operates a crane with lifting capacity in excess of 260 tonnes	\$48.33	\$50.27	\$52.28	\$54.37

9. PROVISION OF TOOLS (AND TOOL ALLOWANCE)

- (1) Where a tradesperson or apprentice, at the Company's request, provides their own tools, they shall be paid a weekly all-purpose tool allowance in accordance with the following:

Tradesperson	From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
Carpenter	\$34.87	\$36.26	\$37.72	\$39.22
Bricklayer	\$24.75	\$25.74	\$26.77	\$27.84
Painter	\$8.37	\$8.70	\$9.05	\$9.42
Electrical/Mechanical Trades	\$18.26	\$18.99	\$19.75	\$20.54

- (2) A tradesperson or apprentice shall have their tools replaced by the Company if there is a loss/damage of tools by fire or breaking and entering whilst securely stored at the Company's direction in a room or building on the Company's premises, job or workshop or in a lockup, or if the tools are lost or stolen through no negligence on behalf of the Employee whilst being transported by the Employee at the Company's direction.
- (3) For the purposes of this clause:
- (a) only tools used by the Employee in the course of their employment will be covered by this clause;
 - (b) the Employee will, if requested to do so, furnish the Company with a list of tools so used;
 - (c) reimbursement will be at the current replacement value of new tools of the same or comparable quality; and
 - (d) the Employee will report any theft to the police prior to making a claim on the Company for replacement of stolen tools.

10. APPRENTICES GENERAL

- (1) All Parties and Persons bound by the Agreement encourage the engagement of Apprentices on the Project.
- (2) The Company will, if practical, provide work opportunities to apprentices employed by it or through a group training organisation.

11. APPRENTICES WAGE RATES

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

Four Year Term	% of CW3 Wage Rate
First Year	55
Second Year	65
Third Year	75
Fourth Year	90
Three and a Half Year Term	
First six months	55
Next Year	65
Next Year	75
Final Year	90
Three Year Term	
First Year	55
Second Year	75
Third Year	90

- (2) Adult apprentices (over 21 years of age) shall be paid a wage not less than the ordinary wage rate prescribed for an Employee classified as CW1. Where an Employee was employed by the Company immediately prior to becoming an adult apprentice with that Company, the Employee will not suffer a reduction in the ordinary hourly rate of pay by virtue of entering into the contract of training.

12. PROJECT PAYMENT

- (1) Subject to the conditions set out in this Clause, an Employee may qualify for the payment of a Project Payment ("PP") of up to \$100.00 per week.
- (2) To qualify for the PP an Employee must be ready, willing and available to work as directed for those hours that they are normally required to work by the Company, including regular reasonable rostered overtime.

- (3) PP accrues weekly during any week an Employee is:
 - (a) carrying out their normal work; or
 - (b) on paid leave; or
 - (c) on authorised, unpaid leave; or
 - (d) on workers' compensation, to a maximum of 2 weeks.
- (4) PP does not accrue during any period of:
 - (a) unauthorised leave; or
 - (b) other unauthorised absence.
- (5) An Employee forfeits any PP that may accrue in any week in which the Employee engages in any form of industrial action.
- (6) PP is payable only when an Employee ceases employment on the Project at the direction of the Company. PP is not paid if an Employee resigns, or the Employee's employment is terminated for misconduct.

13. WORK RELATED ALLOWANCES

- (1) The allowances set out in this clause are in full compensation for all disabilities incurred by Employees whose employment is covered by this Agreement. These allowances are in full satisfaction of any payments that would apply but for this Agreement. No other disability or skill related allowance shall be claimed or pursued.

Site Allowance

- (2) A flat site allowance of \$4.20 per hour for each hour worked, shall be paid to each Employee on the Project bound by this Agreement in recognition of all disabilities associated with work to be performed on construction activities including but not limited to heat, cold, high winds, height, dust, dirty work, confined spaces and extreme of terrain.

Electrical Licence Allowance

- (3) Employees engaged and working as an electrical tradesperson and who hold an appropriate electrician's licence will be paid the following all-purpose hourly allowance as per the table below:

Electrical Licence Allowance per hour	From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
	\$0.82	\$0.85	\$0.89	\$0.92

Tradesperson Allowance

- (4) Employees engaged at tradesperson level or higher, holding a current tradesperson certificate or tradespersons rights recognition and who is required to perform the full range of duties as a tradesperson will be paid the following all-purpose hourly allowance as per the table below:

Tradesperson Allowance per hour	From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
	\$0.82	\$0.85	\$0.89	\$0.92

Welding Allowance

- (5) Employees who are qualified and required to carry out coded welding work in accordance with AS1554 or higher will be paid an hourly all-purpose allowance for arc welding on structural steel as per the table below:

Welding Allowance per hour	From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
	\$1.49	\$1.55	\$1.61	\$1.68

Leading Hand Allowance

- (6) In addition to the minimum hourly rate as prescribed by this Agreement, a leading hand appointed in writing as such by the Company, shall be paid one of the following weekly all-purpose allowances:

In charge of:	From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
1 person	\$23.29	\$24.22	\$25.19	\$26.20
2 - 5 persons	\$51.44	\$53.50	\$55.64	\$57.86
6 - 10 persons	\$65.02	\$67.62	\$70.33	\$73.14
More than 10 persons	\$87.35	\$90.84	\$94.48	\$98.26

First Aid Allowance

- (7) An Employee who is appointed by the Company to perform first aid duties and holds a Senior First Aid certificate (or equivalent) or Industrial First Aid certificate (or equivalent) from St John Ambulance, the Australian Red Cross Society or similar body, will be paid a flat allowance of \$5.13 per day.

Travelling Allowance – Where transport is not provided by the Company

- (8) Where an Employee is not provided with Company transport or is not offered Company transport for the entire journey to work and is, therefore, required to travel to work (or a project provided parking facility) in the Employee's own vehicle, they shall be paid a daily travel allowance as follows when they attend at the Site and carry out construction work as required:

Travelling Allowance per day	From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
	\$40.00	\$41.60	\$43.26	\$44.99

- (9) An Employee shall not be entitled to the allowance prescribed above unless and until he/she submits a written statement to the Company setting out his/her place of residence.
- (10) An Employee who wilfully sets out an incorrect residential address in his/her written statement shall be deemed guilty of misconduct.
- (11) This allowance shall not be taken into account in calculating overtime, penalty rates, annual leave, sick leave or any other leave but shall be payable for any day upon which the Employee, in accordance with the Company's requirements, works or reports for work or allocation of work.

Meal Allowance

- (12) An Employee required to work additional overtime for more than one and a half hours beyond the usual rostered overtime of that day without being notified on the previous day or earlier that he/she will be so required to work that additional overtime shall be supplied with a meal by the Company or be paid a meal allowance of \$15.96 for such meal and for a second or subsequent meal if so required.

14. SUPERANNUATION

- (1) The Company will contribute a weekly superannuation payment as prescribed by the Superannuation Guarantee (Administration) Act 1992 on behalf of each of its Employees.
- (2) Where a complying fund is not nominated by the Employee, the Company will use an ATO database to check for a stapled fund. If a stapled fund exists, the Employer will contribute to that stapled fund.
- (3) Where a complying fund is not nominated by a new Employee who doesn't have a stapled fund, the

default fund will be C+Bus or Australian Super as long as it is a MySuper fund.

15. INCOME PROTECTION INSURANCE

- (1) The Company will contribute up to a maximum of 1.8% (exclusive of GST and Stamp Duty) of their Employees' gross earnings to Wage Guard for an income insurance plan. In the event the claims experience requires a review of the insurance plan, the adjustment will be to the plan and not the Company's insurance premium.
- (2) The Income Protection Policy implemented by the Company shall seek to provide the following, subject to premium cost:
 - (a) cover for 100% of an Employee's average earnings up to a maximum of \$2,000.00 (whichever is less) for 104 weeks applying to personal injury or sickness (other than illnesses or injuries not normally covered by the Company's policy);
 - (b) an excess (waiting) period of 14 days (except sporting injuries – 28 days) applying to personal injury or sickness;
 - (c) cover for casual Employees with greater than one week's continuous employment under the Agreement;
 - (d) a requirement that claimant Employees undertake reasonable rehabilitation programmes as directed by the Company and/or the insurer;
 - (e) all Employees making a claim for a period of absence will be reviewed immediately and thereafter on a regular basis as requested by the Company's nominated medical examiner;
 - (f) In the event that the claims experience necessitates, in the view of the Company, a review of the insurance policy under this enhanced benefit, discussions will be held with Parties to this Agreement, any adjustments that are determined necessary by the Company shall be made to the policy entitlements and not the maximum premium set out above;
 - (g) the general insurance code of practice shall apply including operation of a claims review panel run by Insurance Enquiries and Complaints Ltd (IEC); and
 - (h) An Employee may request, and be provided, a copy of the relevant policy within 7 days.
- (3) Where an Employee is in receipt of income protection insurance payments, they shall not be entitled to any other payments under this Agreement.

SECTION 3: CONTRACT OF SERVICE

16. WEEKLY EMPLOYMENT

- (1) Employees shall be engaged on a fulltime, part time or casual basis. An Employee not specifically engaged as a casual shall be deemed to be employed by the week.
- (2) All weekly hired Employees will be required to serve an initial probationary period of 3 months.
- (3) Part time Employees will receive the benefits to which they are entitled to under this Agreement on a pro-rata basis, including paid leave and severance payments. Further provisions for part-time employees include:
 - (a) On engagement, the Company and the Employee shall agree on the number of hours to be worked per week and the days to be worked. The terms of this agreement may be varied by consent between the Company and the Employee.
 - (b) A part time Employee who is required by the Company to work in excess of the hours agreed will be paid overtime in accordance with Clause 34.

17. CASUAL EMPLOYMENT

- (1) A casual Employee is one engaged and paid as such.
- (2) A casual Employee shall be paid the Ordinary Hourly Rate prescribed in clause 8 – Wages and Classification Structure, of this Agreement for the work performed, plus an all-purpose loading of 25%.
- (3) Casual Employees are not entitled to annual leave, sick leave, public holidays, notice of termination or other paid absences.
- (4) Casual Employees are entitled to payment for a minimum of four hours' work per engagement.
- (5) A casual Employee who has been engaged by the Employer for a regular sequence of periods of employment during a period of six months has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- (6) If clause 17(5) is enacted, an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the Company and Employee.

18. STAND DOWNS

- (1) The Company is entitled to deduct payment for any day or part of a day an Employee cannot be usefully employed because of any strike or any breakdown in machinery or any other reason for which the Company cannot be reasonably held responsible, as long as the Company has no useful alternative work available.

19. NOTICE OF TERMINATION

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

Employee's period of continuous employment with the Company at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

- (2) The Company may either require the Employee to work out the notice period or may make payment in lieu of notice not provided. Payment shall be at least the amount the Company would have been liable to pay to the Employee at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.
- (3) A weekly hired Employee may terminate their employment by giving 1 weeks' notice of termination. If an Employee who is at least 18 years old does not give the period of notice required, the Company may deduct from wages due to the Employee an amount that is no more than one week's wages for the Employee.

- (4) A Casual Employee shall be employed on 8 Ordinary Hours' notice. Should the required period of notice not be given by the Company, it shall be paid to the Employee. Should the period of notice not be given by the Employee, an amount equivalent to 8 Ordinary Hours Pay shall be paid by the Employee to the Company.

20. GENERAL CONDITIONS

- (1) Nothing in this clause shall affect the Company's right to dismiss an Employee for misconduct without notice and in such a case the Employee shall be paid wages only up until the time of dismissal.
- (2) With the exception of authorised paid absences, the Company shall not pay for any day not worked by an Employee.
- (3) Employees shall have no right to be paid for any time that they are not ready, willing and available to follow all lawful directions of the Company or to carry out all duties that they are capable of performing.
- (4) Employees shall comply with all lawful directions given by the Company and comply with all Site policies and procedures applicable to the Project work.
- (5) The Company may direct an Employee and the Employee shall carry out such duties and use such tools and equipment as may be required provided that the Employee is competent to use such tools and equipment and provided that any such direction is consistent with the Company's responsibility to provide a safe and healthy working environment.

21. ABANDONMENT OF EMPLOYMENT

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

22. SEVERANCE

- (1) The following redundancy clause is an industry specific redundancy scheme and, as such, the NES does not apply to the Employer and Employees covered by this Agreement. Clause 41 of the Award is incorporated by reference.
- (2) The amounts listed are in substitution for (and not in addition to) the amounts listed in subclause 41.3 of the Award.
- (3) An Employee who ceases employment on the Project for any reason other than termination due to misconduct shall be paid a severance payment calculated at the rate of 2 times their Ordinary Hourly Rate for each Completed Week of Service under this Agreement.
- (4) Any period of service as a casual shall not entitle the Employee to accrue severance under this clause.
- (5) A Completed Week of Service means any week where the Employee attends work for all Project Working Hours in that week.
- (6) For the purpose of this clause, a Completed Week of Service shall include time not worked due to annual leave, paid personal leave (including sick leave and carers leave), compassionate leave, jury service, R&R leave days, public holidays, RDO's, workers compensation to a maximum of 2 weeks, and approved unpaid leave taken in conjunction with the R&R leave.
- (7) The Company will pay the Employee's redundancy pay entitlement to Reddifund as long as this redundancy pay scheme is an Approved Worker Entitlement Fund under the Fringe Benefits Tax Assessment Act 1986.

23. PAYMENT OF WAGES

- (1) Payment of wages shall be by electronic funds transfer to each Employee's nominated Australian financial institution account.
- (2) Wages shall be paid weekly in arrears.
- (3) In any week on which a holiday falls on the normal pay day, wages shall be paid on the preceding day.

PAYMENT ON TERMINATION

- (4) When an Employee is terminated, all entitlements owed to the Employee will be paid no later than two working days after the date of termination.

RECORD OF ACCRUALS

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

24. DISPUTE RESOLUTION PROCEDURE

- (1) If a dispute relates to:
 - (a) a matter arising under this Agreement; or
 - (b) the NES;this clause sets out procedures to settle the dispute.
- (2) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees concerned and relevant supervisors and/or management.
- (3) Discussions should commence with a level of supervision or management appropriate to the particular dispute. If the dispute is not resolved at that level, discussions should involve the Company's staff member responsible for industrial relations at the Site and, if the issue remains unresolved, the Company's senior Site manager.
- (4) If discussions at the workplace level do not resolve the dispute a party to the dispute may refer the matter to the Commission.
- (5) If the Commission is satisfied clauses 24(2) and 24(3) have been complied with and genuine attempts have been made to resolve the dispute at the workplace level, the Commission must attempt to resolve the dispute by mediation or conciliation.
- (6) If the parties to the dispute agree, the Commission may attempt to resolve the dispute by making a recommendation.
- (7) If the dispute remains unresolved, the Commission can only arbitrate and make a determination that is binding on the parties (save for any right of appeal to the Commission) where all parties agree to the dispute being arbitrated and each party agrees in writing to be bound by the decision of the Commission (save for any right of appeal to the Commission).
- (8) Any party to the dispute may, at any stage, appoint a representative of their choice for the purposes of the procedures in this clause.
- (9) At all times whilst a question or dispute is being resolved work will continue.

25. PROTECTIVE CLOTHING AND EQUIPMENT

- (1) The Company will issue to each Employee (other than a casual), upon commencement on the Project, the following protective clothing, equipment and footwear:

- (a) 1 pair of approved safety footwear;
- (b) 3 pairs of standard-issue long pants and 4 standard-issue long sleeve shirts or alternatively, 4 pairs of long sleeve overalls (Employee choice);
- (c) 1 safety helmet;
- (d) 1 pair of approved safety glasses;
- (e) The Company will also make available:
 - o sunscreen (SPF 50+) for personnel engaged in outside work;
 - o hearing protection; and
 - o gloves.
- (2) Consistent with the instructions provided during the Site orientation and induction process, protective clothing and equipment must be worn correctly at all times and helmets must not be painted, drilled or modified in any way.
- (3) Re-issue of the specified clothing shall be on the basis of fair wear and tear provided the worn-out item is produced for replacement.
- (4) Casual Employees shall be issued the same clothing issue as other Employees except that casual Employees will receive two pairs of pants/shirts or overalls.
- (5) Employees who are engaged on the Site for longer than four weeks between 1 April and 30 September in any year shall be entitled to a one-off issue of a good quality work jacket.

26. DISTANT WORKER ACCOMMODATION

- (1) Where an Employee is a distant worker, the Company shall Provide suitable board and lodging.

27. WEEKEND TRAVEL (RETURN HOME)

- (1) Where Employees are engaged as Distant Workers – Weekend Return Home as defined, the Employee may be paid a Weekend Return Home Allowance where the Employee meets the following conditions:
 - (a) the Employee returns to the Project accommodation the previous afternoon in order to recommence work on the morning of the first scheduled working day following the weekend;
 - (b) the Company does not provide, or offer to provide, suitable transport;
 - (c) such payment shall be deemed to compensate for a periodical return home at the Company's expense;
 - (d) the entitlement will only apply no more than once every weekend;
 - (e) the entitlement shall also apply on Demobilisation from the project.
- (2) Where an Employee meets the conditions set out in sub-clause 27(1) above, they shall be paid an allowance per week when the Employee returns home on a weekend as follows:

From commencement	From 01/07/2024	From 01/07/2025	From 01/07/2026
\$45.25	\$47.06	\$48.94	\$50.90

28. REST AND RECREATION LEAVE

- (1) This clause will apply to Distant Workers – 3/1 Roster Employees as defined.
- (2) The Company shall obtain, and the Employee shall provide the Company with a declaration in writing (stipulated in the standard Registration of Interest application form) of their usual place of residence

that they are maintaining their current place of residence, at the time the Employee is engaged, and no subsequent change of address shall entitle an Employee to the provisions of this clause unless the Company agrees.

- (3) The Company may accept documentary proof of address such as long service leave registration card or driver's licence as proof of the Employee's usual place of residence on engagement in support of the Employee's declaration in writing referred to in paragraph (2) above.
- (4) The Employee shall inform the Company through a re-issued Registration of Interest Form and further documentary proof as referred to in paragraph (2), of any subsequent change in their usual place of residence.
- (5) The address of the Employee's usual place of residence and not the point of hire shall determine the application of this clause.
- (6) Distant Workers as defined shall be entitled to rest and recreation leave (R&R) after the completion of 21 days' continuous service on site.
- (7) The Company shall provide an economy airfare ticket to the Employee's point of hire and return to site.
- (8) The Company shall be responsible for all air bookings associated with the taking of R&R.
- (9) The R&R leave shall be taken as soon as practicable after it becomes due as agreed between the Company and Employee.
- (10) For reasons of operational requirements, the Company may require the Employee to postpone the taking of the R&R entitlement for a period not exceeding 2 weeks.
- (11) To ensure a proper period of recuperation, an Employee shall have a minimum period off site on R&R leave of at least 2 days and an adjacent weekend.
- (12) The maximum period off site on R&R leave shall not exceed 7 calendar days.
- (13) There shall be no payment for travelling time or other costs that may be incurred when an Employee is on R&R including departing from the site to the Employee's point of hire and returning to the site after a period of R&R.
- (14) Time off on R&R does not count towards service for determining the next R&R cycle.

29. CHRISTMAS AND/OR EASTER BREAK

- (1) Employees who qualify for the provisions of Clause 28 R&R Leave may return to their home at Christmas if the Company agrees –
 - (a) by delaying the taking of the entitlement to R&R that falls immediately before the Christmas break; or
 - (b) by taking R&R in advance but, if by service subsequent to the taking of R&R an entitlement to that R&R does not accrue, any payment of ordinary pay for that period of R&R and the cost of airfares shall be refunded to the Company unless the services of the Employee are terminated by the Company through no fault of that Employee. For the purposes of this provision, the Company may deduct any amount to be refunded from any monies otherwise due to the Employee under their contract of employment.
- (2) If the Company elects to close down operations on the Project at Christmas, subject to Clause 29(1) above, the Company shall provide Employees with 1 month written notice in advance and shall return Employees to their Point of Hire.

30. MOBILISATION AND DEMOBILISATION EXPENSES AND TRAVEL TIME

- (1) Upon the provision of receipts, the Company shall pay all reasonable expenses including fares, and

meals if necessary, incurred by an interstate distant worker who proceeds to work at the Project.

- (2) Employees whose Point of Hire is outside of Western Australia shall be paid at ordinary rate of payment for the time up to a maximum of 8 ordinary hours incurred in travelling to the project pursuant to the Company's direction.
- (3) The forward journey (mobilisation) payments shall not be paid if the Employee resigns from their employment before completing one hundred and eighty (180) ordinary hours of service with the Company on the Project (or prior to the job completion if the work is for less than two months), or if they are either dismissed by the Company for incompetence within 5 weeks of commencing on the job or dismissed for misconduct.
- (4) An Employee shall, for the return demobilisation journey from the Project to the location of their initial engagement, receive the same time, fares and meal payments as provided in sub-clauses 30(1) and 30(2) hereof.

SECTION 4: HOURS OF WORK

31. HOURS OF WORK

- (1) Ordinary Hours for an Employee comprise 36 hours per week averaged over a defined work cycle and, except in the case of shift Employees, are to be worked Monday to Friday between 6.00am and 6.00pm as required by the Company. Such Ordinary Hours are the specified hours under each Employee's terms of employment by reference to which annual leave and personal/carer's leave accrue.
- (2) The Company will determine the actual method of working ordinary hours that best suits the operational requirements.
- (3) Subject to subclause 1 above, start and finish times may be varied in accordance with the seasons and the available daylight hours. An Employee's working hours shall commence at pre-start and finish when an Employee boards the bus to depart site at the completion of the hours of work.
- (4) Where the Company wishes to vary the pattern of working the ordinary hours of work inside the spread of ordinary hours as defined in subclause 1 above, it shall seek the agreement of the Employees involved. Failing agreement, the Company shall give those Employees 1 week's notice of the change.
- (5) Employees will be required to work overtime in accordance with Project requirements. All hours worked in excess of the ordinary hours will be paid in accordance with Clause 34 – Overtime.

MEAL BREAK – DAY WORK

- (6) The ordinary hours of work shall be consecutive except for an unpaid meal break, which shall not exceed half an hour.
- (7) Unless agreed otherwise between the Company and majority of affected Employees, the meal break shall be scheduled to be taken no later than seven hours after commencement of ordinary hours of work; if not taken overtime rates shall apply.
- (8) When an Employee is required for duty during the meal break and the meal break is thereby postponed for more than half an hour, the Employee shall be paid at overtime rates until the meal break is taken.
- (9) The Company may stagger the time of taking meal and rest breaks to meet operational requirements.
- (10) Where an Employee is working or is rostered to work more than six hours on a Saturday, Sunday or public holiday they shall be entitled to a 20-minute paid mid-shift meal break (paid at the ordinary rate of pay) and shall be in lieu of the unpaid meal break specified in subclause (6) of this Clause.

REST PERIOD – DAY WORK

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

32. ROSTERED DAYS OFF

- (1) Subject to the roster, Working Hours will be arranged on a system which provides for an Employee to accrue 1 rostered day off (RDO) per fortnight. This will be done by the Employee working 8 hours each day Monday to Friday, being paid 7.2 Ordinary Hours pay and accruing 0.8 of an hour towards an RDO.
- (2) RDO's shall be taken during an Employee's Rest & Recreation Leave where applicable.
- (3) At the time of termination, all untaken RDO accrual hours shall be paid to the Employee at their Ordinary Wage Rate.

33. WITHDRAWAL OF OVERTIME

- (1) The Company may withdraw overtime without notice on any day where the Employee(s) concerned have been stood down because they cannot be usefully employed because of any strike or any breakdown in machinery or any stoppage of work by any cause for which the Company cannot be reasonably held responsible.
- (2) In addition, the Company may withdraw overtime without notice in the case of any industrial action which affects the work being undertaken by the Company. Industrial action shall include strikes, bans, limitations or any other form of industrial restriction.
- (3) The Company may withdraw overtime if it has good reason for wanting to withdraw the overtime and will provide Employees with a minimum of 2 hours' notice if withdrawing overtime on any day.

34. OVERTIME PAYMENTS

- (1) Subject to the provisions of this subclause, all work performed outside of the Ordinary Hours and time worked to accrue an RDO on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (2) Work performed on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (3) Work performed on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.
- (4) Work performed on any day prescribed as a public holiday under this Agreement shall be paid for at the rate of double time and a half except when another day is substituted in accordance with Clause 42 – Public Holidays of this Agreement.
- (5) An Employee who works on a Saturday, Sunday or public holiday shall be paid for at least 2 hours at the appropriate overtime rate except as provided in subclause (6) of this clause.
- (6) In computing overtime each day shall stand alone but when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.
- (7) Except for Shift Loading, the provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a public holiday prescribed under this Agreement for any work.

OVERTIME CRIB BREAKS

- (8) During the period of additional Overtime which is defined as any Overtime worked after the usual project working hours, the Employee shall be entitled to a crib break of 20 minutes duration after each 4 hours of continuous work. The crib break(s) shall be without deduction of pay.
- (9) The Company may vary the provisions of subclause (8) of this clause to suit the circumstances of the work in hand by paying each Employee concerned an additional 20 minutes at Ordinary Time Wages in lieu of the crib break.

OVERTIME BREAKS – SATURDAY, SUNDAY AND PUBLIC HOLIDAYS

- (10) An Employee who works 6 hours on a Saturday, Sunday or Public Holiday shall be entitled to a rest break of a half-hour to be taken without deduction of pay.
- (11) If the overtime on a Saturday, Sunday or Public Holiday continues beyond 6 hours and up to 10 hours an Employee shall be entitled to a half-hour crib break which shall be paid for at Ordinary Time Wages.
- (12) The rest break prescribed at subclause (10) and the crib break prescribed at subclause (11) of this clause shall be taken at a time agreed between the Company and the Employee concerned.

35. RECALLS

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

36. STANDBY

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

37. TEN HOUR BREAK

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

38. INCLEMENT WEATHER

- (1) In any situation where weather conditions do or are likely to affect safe work, affected Employees and the Company shall consult on and seek the best method for completing work safely or shall seek alternate safe work if available. For the purposes of this clause, an Employee operating machinery fitted with a functional weatherproof cab or otherwise protected from the inclement weather eg work inside buildings or other areas protected from the inclement weather shall not be deemed to be exposed to inclement weather.
- (2) Inclement Weather shall mean climatic conditions as follows: Rain, Hail, High Winds and/or Fog.
- (3) The intent of the Inclement Weather procedure herein is that where or when applicable, individuals, groups, sections or areas of the workforce on the project or if possible, all project Employees will work in dry areas. If it is not possible for all Employees to work, it is accepted that Employees may continue working whilst others are not able to do so.
- (4) It is not the intent or requirement for Employees to work in inclement weather (rain). However, in emergencies work may continue, or as agreed between the Company and effected Employee/s, or in circumstances where it is agreed that to not move or protect equipment or goods substantial loss may occur. If the Employee is required by the Company to work in the rain such as in the above circumstance, they shall be paid single time in addition to the rate of pay applicable at the time.
- (5) Where it is necessary and safe for a spotter to work during a period of inclement weather thereby enabling mobile plant to continue operating, such spotter shall be entitled to payment in accordance with the provisions of Subclause 38(4).

39. SHIFT WORK

- (1) Except as varied by this Clause, all other aspects of Section 4 of the Agreement shall apply to the working of shift work.
- (2) The Company has the right to direct Employees to work shift work as required and the Employees shall work the shift work as directed. Shift work will be worked and paid for in accordance with this subclause.
- (3) Shift work is deemed to be any arrangement of working hours where the majority of the Ordinary Hours are worked outside of the spread of Ordinary Hours defined at clause 31– Hours of Work of this Agreement and when Employees are working as such.
- (4) Ordinary Hours for shift Employees will comprise 36 hours per week averaged over a defined work cycle and will not commence before 5.00pm on Sunday night. Such Ordinary Hours are the specified hours under each shift Employee's terms of employment by reference to which annual leave and personal/carer's leave accrue.
- (5) Prior to the commencement of shift work, the Company shall seek the agreement of the Employees involved. Failing agreement, the Company will provide to the Employees concerned 1 week's notice of the commencement of shift work and the starting and finishing times of Ordinary Hours of the shifts.
- (6) Where less than 5 consecutive shifts are worked then Employees shall be paid at overtime rates in lieu of the shift loading prescribed at subclause (7) of this clause. The consecutive nature of shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday, RDO or on any public holiday.
- (7) A shift Employee shall receive a flat loading of 25 percent of their Ordinary Hourly Rate for each hour worked.

MEAL BREAK – SHIFT WORK

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

requirements.

REST PERIODS – SHIFT WORK

- (10) The Company shall structure the working hours for Employees working night shift to include 1 half-hour rest break to be taken without deduction of pay.

SECTION 5: LEAVE PROVISIONS

40. ANNUAL LEAVE

(1)

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

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

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

- (b) Before going on leave the Employee will be paid:
- (i) The ordinary wages they would have received under Clause 8 – Wages and Classification Structure of this Agreement for the Ordinary Hours (up to 36) Ordinary Hours per week) they would have worked but for proceeding on annual leave;
 - (ii) Any all-purpose allowance which the Employee is normally paid for their Ordinary Hours each week; and
 - (iii) A loading of 17.5% calculated at the rate of wage prescribed in subclause (1)(b)(i) of this clause;
- in respect of the period of leave.

- (2) Paid annual leave may be taken for a period agreed between the Company and the Employee and will be paid in accordance with (1)(b) of this clause. The Company must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (3) If a public holiday is observed on an ordinary working day during the annual leave, the annual leave is increased by one day for each public holiday.

COMPANY CLOSE DOWN

(4)

- (a) The Company may close the Site or part of the Site or reduce the number of Employees at the Site so that all or most Employees take their annual leave at the same time.
- (b) The Company must give 1 month's notice to each Employee of the arrangement in (4) (a) above.
- (c) When the Site is closed Employees must take the annual leave to which they are entitled or take unpaid leave.
- (d) If an Employee has insufficient service to have accrued leave that is equal to the leave given to other Employees, the Employee shall not be entitled to work or pay whilst other Employees are on leave in accordance with this subclause.

- (5) An Employee who leaves their employment or whose employment is terminated by the Company shall be paid accrued but untaken annual leave at the rate of wage prescribed in subclause (1)(b)(i), (1)(b)(ii) and (1)(b)(iii) of this clause.

CASUALS EXCLUDED

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

41. PERSONAL LEAVE

GENERAL CONDITIONS

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

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

Personal leave that is accrued but not taken shall accumulate.

- (2) On lawful termination of their employment under this Agreement an Employee (except an Employee dismissed for serious misconduct) with personal leave accrued under the terms of this Agreement, which has not been taken, shall be paid the amount of outstanding personal leave hours at their Ordinary Hourly Rate prescribed at Clause 8 – Wages and Classification Structure of this Agreement.
- (3) An Employee dismissed for serious misconduct is not entitled to any payment for untaken accrued personal leave upon termination.
- (4) Employees absent on authorised and paid personal leave shall continue to accrue RDO Accrual Hours at their ordinary rate of accrual.

CASUALS EXCLUDED

- (5) The provisions of this clause do not apply to casual Employees.

(6) SICK LEAVE

- (a) An Employee who is unable to attend or remain at the place of employment during Ordinary Hours of work by reason of personal illness or injury shall be entitled to take accrued personal leave during such absence in accordance with the provisions of this clause.
- (b) An Employee shall be entitled to pay at their Ordinary Rate of Pay for those Ordinary Hours not worked by them on any day due to personal illness or injury.
- (c) An Employee shall not be entitled to claim payment for personal illness or injury, nor will the Employee's personal leave entitlement be reduced if such illness or injury occurs on the day the Employee is not scheduled to be at work.
- (d) If at any time an Employee is absent on the ground of personal illness or injury for a period longer than their entitlement to paid personal leave, the Employee is not entitled to payment in respect of such absence.
- (7) To be entitled to payment in accordance with this clause the Employee shall meet the following criteria:
- (a) As soon as reasonably practicable advise the Company of their inability to attend for work and the estimated duration of the absence; provided that such advice, other than in extraordinary circumstances shall be given to the Company within 1 hour of the commencement of absence.
- (b) If absent for more than 2 days or absent for more than two single days in any 12-month period of employment, the Employee must produce a medical certificate, or if not reasonably practicable for the Employee to give the Company a medical certificate, a statutory declaration,

to the Company in respect of all future absences in that year and the Company shall advise the Employee in writing of this requirement.

- (c) Following the Employee's return to work, the Employee must submit an application to the Company indicating the reason for the absence. For such a reason to be accepted by the Company, it must involve the Employee's personal illness or injury.

(8) NON-COMPLIANCE WITH NOTIFICATION

- (a) If the Employee does not satisfy the criteria set out in subclause (7) of this clause, the Employee's personal leave application will not be approved, and the leave will be unauthorised and unpaid.
 - (b) An Employee whose application for personal leave is not approved will be subject to the Company's disciplinary procedures for any such absence.
- (9) The provisions of this clause with respect to payment do not apply to Employees who are entitled to payment under the *Workers' Compensation and Injury Management Act 1981*.

CARER'S LEAVE

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

CASUALS EXCLUDED

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

42. PUBLIC HOLIDAYS

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

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

SUBSTITUTION BY AGREEMENT

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

RDO ACCRUALS

- (3) Employees absent on authorised and paid leave due to a Public Holiday shall continue to accrue RDO Accrual Hours at their normal rate.

CASUALS EXCLUDED

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

43. COMPASSIONATE LEAVE

- (1) An Employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- (2) For the purpose of this subclause "Employee's immediate family" means any of the following:
- (a) a spouse or defacto spouse, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or defacto spouse of the Employee.
- (3) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (1) of this clause or
 - (b) after the death of the member of the Employee's immediate family or household referred to in subclause (1) of this clause.
- (4) An Employee may take compassionate leave for a particular permissible occasion as:
- (a) a single continuous 2-day period; or
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods to which the Employee and his or her Company agree.
- (5) In order to be entitled to compassionate leave the Employee must provide the Company with evidence

to satisfy a reasonable person of the illness, injury or death. The Company may require the Employee to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking compassionate leave for.

- (6) The Employee must also advise the Company as soon as reasonably practical of their intention to take compassionate leave. Whenever possible they should advise the Company at least 2 hours prior to the commencement of their shift and indicate the expected duration of their absence.
- (7) Where Employees (other than Casual Employees) are entitled to compassionate leave they will be paid the Ordinary Wages they would have received under Clause 8 – Wages and Classification Structure of this Agreement for the Ordinary Hours they would have worked during that period.
- (8) Payment in respect of compassionate leave is to be made only where the Employee otherwise would have been on duty and shall not be granted in any case where the Employee concerned would have been off duty in accordance with any shift roster or on long service leave, annual leave, R&R, authorised absence, workers' compensation, leave without pay or on a public holiday.

RDO ACCRUALS

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

ACCESSING OTHER FORMS OF PAID LEAVE

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

CASUAL EMPLOYEES

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

44. COMMUNITY SERVICE LEAVE

- (1) An Employee is entitled to community service leave, to attend:
 - (a) jury service; or
 - (b) a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.
- (2) A recognised emergency management body is:
 - (a) a body, or part of a body, which has a role or function under a plan that:
 - (i) is for coping with emergencies and/or disasters; and
 - (ii) is prepared by the Commonwealth, a State or a Territory; or
 - (b) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (c) any other body, or part of a body, a substantial purpose of which involves:
 - (i) securing the safety of persons or animals in an emergency or natural disaster; or
 - (ii) protecting property in an emergency or natural disaster; or
 - (iii) otherwise responding to an emergency or natural disaster; or
 - (d) a body, or part of a body, prescribed by the regulations.
- (3) Where an Employee:
 - (a) is required to attend jury service he/she shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service

and the amount of wages they would have received in respect of the Ordinary Hours they would have worked had the Employee not been on jury service.

- (b) attends a voluntary emergency management activity he/she will be paid the amount they would have received in respect of the Ordinary Hours they would have worked had the Employee not been on voluntary emergency management activity.
- (4) If an Employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total the Company is only required to pay the Employee for the first 10 days of the absence.
- (5) The Company may require the Employee to give the Company evidence that would satisfy a reasonable person:
 - (a) that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and
 - (b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.
- (6) If, in accordance with subclause (5) of this clause, the Company requires the Employee to give the Company the evidence referred to in that subclause, the Employee is not entitled to payment unless the Employee provides the evidence.
- (7) An Employee who wants an absence from his or her employment for community service leave must give the Company as soon as possible notice of the absence advising the Company of the period or expected period of the absence.
- (8) An Employee who attends jury service will be required to provide the Company proof of attendance, in addition to notice and evidence requirements stipulated in subclause (5) of this clause.

RDO ACCRUALS

- (9) Employees on Community Service Leave shall continue to accrue RDO Accrual Hours at their Ordinary Hourly Rate.

45. FAMILY AND DOMESTIC VIOLENCE LEAVE

- (1) This clause applies to all Employees, including casuals.
- (2) In this clause:
 - (a) family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
 - (b) family member means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (3) An Employee is entitled to 5 days' paid leave to deal with family and domestic violence, as follows:
 - (a) the leave is available in full at the start of each 12-month period of the Employee's employment; and
 - (b) the leave does not accumulate from year to year; and
 - (c) is available in full to part-time and casual Employees.

- (4) An Employee may take unpaid leave to deal with family and domestic violence if the Employee:
 - (a) is experiencing family and domestic violence; and
 - (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (5) The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.
- (6) An Employee must give their Company notice of the taking of leave. The notice:
 - (a) must be given to the Company as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise the Company of the period, or expected period, of the leave.
- (7) An Employee who has given their Company notice of the taking of must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

46. PARENTAL LEAVE

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

SECTION 6: ADMINISTRATION MATTERS

47. SITE SECURITY

- (1) The Company will determine a system of entry to and exit from the site. The system will include a method of personal identification for each Employee. The system may include computerised personnel access facilities activated by electronic or magnetic cards.
- (2) An Employee must display or produce on request the form of personal identification issued for the purpose of working on the Project when seeking entry to the site, or at any time whilst on the site.
- (3) Where an Employee on attempting to enter the site is unable to produce the personal identification issued for entry to the site, the Company's nominated representative can vouch for the identity of the individual Employee. On the second and subsequent occasions this occurs, the Employee shall be required to return home to retrieve their identification in their own time, dependent on the Employees past compliance with site security arrangements.
- (4) In addition, the Employee shall be counselled in accordance with the Company's disciplinary procedures, on the basis of the Employees past compliance with security arrangements and such compliance will be a subject for review in the Employee evaluation procedure.
- (5) Any Employee who allows or is involved in the unauthorised use of personal identification may be subject to dismissal for misconduct.
- (6) Any Employee who loses their personal identification card may be required to pay for the replacement of the card.
- (7) Employees may be subject to baggage and vehicle searches on entering or leaving any work area or the site. Employees who refuse to permit baggage or vehicle searches may be subject

to disciplinary measures including dismissal.

48. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE


- (1) This clause applies if a major workplace change is likely to have a significant effect or there is a change to the regular roster or ordinary hours of work on Employees (the relevant Employees).
- (2) The Company must notify and provide information to the relevant Employees of:
 - (a) a major workplace change that is likely to have a significant effect on the Employees; or
 - (b) a change to their regular roster or ordinary hours of work.
- (3) The Company must consult and invite the relevant Employees to give their views about:
 - (a) the timing and introduction of the change;
 - (b) the impact the change is likely to have on the Employees (including any impact in relation to their family or caring responsibilities); and
 - (c) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees.
- (4) The Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (5) The Company must consider matters raised about the major change or changes to their regular roster or ordinary hours of work by the relevant Employees.
- (6) Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of Employees on a particular site, the Company will:
 - (a) Provide information to the Employees about the change;
 - (b) Invite 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 Employees about the impact of the change.
- (7) The Company will discuss with the affected Employees the introduction of the change, all relevant information about the change, including the nature of the change, information about what the Company reasonably believes will be the effects of the change on the Employees and information about any other matters the Company reasonably believes are likely to affect the Employees.
- (8) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (9) The discussions will commence as soon as practicable after proposing to introduce the change and Employees will be invited to give their views about the impact of the change.
- (10) The Company will give prompt and genuine consideration to matters raised about the change by the affected Employees.
- (11) At any stage during the processes in this clause, an Employee may appoint a representative of their choice in writing. The Company's obligation to consult or provide information to the representative only occurs after written notice is provided to the Company.

49. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- (1) The Company and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement ("IFA") to vary the effect of terms of this Agreement (in relation to the Company and the Employee), in order to meet the genuine needs of the Company and the Employee.
- (2) The IFA must be genuinely agreed to by the Company and the Employee.

- (3) The terms of this Agreement the effect of which may be varied by an IFA are the following:
 - (a) hours of work;
 - (b) leave loading.
- (4) The Company must ensure the IFA:
 - (a) is in writing;
 - (b) is about matters that would be permitted matters under section 172 of the FW Act;
 - (c) does not include a term that would be an unlawful term under section 194 of the FW Act;
 - (d) results in the Employee being better off overall than the Employee would be if no IFA was made;
 - (e) is signed in all cases by the Company and the Employee (and if the Employee is under 18 years of age by a parent or guardian of the Employee);
 - (f) and a copy of the IFA is given to the Employee within 14 days after it is agreed.
- (5) The Company or the Employee may terminate the IFA:
 - (a) by either the Company or the Employee giving 28 days' written notice; or
 - (b) if the Company and Employee agree in writing — at any time.

SECTION 7: SIGNATURES

COMPANY SIGNATURE	
	
Signature of authorised person	
Paul Fishlock	
Name of authorised person	
General manager	
Position of authorised person	
59 Albany Hwy, Victoria Park WA 6100	
Address	
03.05.2023	
Date	
Note: the above person is authorised by the Company to sign the Agreement on its behalf.	

UNION SIGNATURE

AMWU WA Branch

Union

Signature of authorised person

Steve McCartney

Name of authorised person

State Secretary

Position of authorised person

c/o 121 Royal Street East Perth WA 6004

Address

1 May 2023

Date

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

UNION SIGNATURE

Construction, Forestry, Maritime, Mining and Energy Union

Union

M. Buchanan

Signature of authorised person

Michael (Mick) Buchan

Name of authorised person

Secretary

Position of authorised person

Trades Hall, 74 Beaufort Street, Perth

Address

1 May 2023

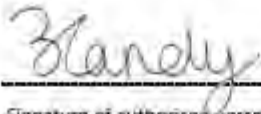
Date

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

UNION SIGNATURE

The Australian Workers Union - WA Branch

Union:



Signature of authorised person

Bradley Gandy

Name of authorised person

AWU - WA Branch Secretary

Position of authorised person

C/o 3/25 Barrack Street, PERTH WA 6000

Address

2 May 2023

Date

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

APPENDIX 1: CLASSIFICATION STRUCTURE

(1) Table A –Civil/Structural.

CW1 – Tasks Undertaken;

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

CW2 – Tasks undertaken

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

CW3 -Tasks Undertaken

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

CW4 -Tasks Undertaken;

Concrete Boom Pump Operator
Crawler tractor with powered operated attachments (above 2000 kg mass up to and 15000 kg mass) operator
Dumper, rear and bottom, (above 2 cubic metres, up to and including 30 cubic metres struck capacity) operator
Grader (below 35 kw net engine power) operator
Pile Driver
Forklift (telescopic boom) operator
Trenching machine (bigger than a Ditch Witch) operator
Loader, front end up to 2.25 cubic metres, operator
Skid Steer (up to 65hp) operator
Excavator (up to and including 0.5 cubic metres struck capacity) operator
Pneumatic tyred tractor with power operated attachments (above 15kw up to and including 150kw net engine power) operator
Roller (8 tonnes and above) operator
Scraper (up to 10 cubic metres struck capacity) operator
Crawler loader (up to and including 15000kg mass) operator
Grader (35kw up to and including 96kw net engine power) operator

CW5 – Tasks Undertaken;

Crawler loader (above 15000kg mass, up to and including 60000kg mass) operator
Crawler tractor with powered attachments (above 15000 kg) operator
Dumper, rear and bottom (above 30 cubic metres, up to and including 120 cubic metres struck capacity) operator
Excavator (above 0.5 cubic metres capacity) operator
Pneumatic tyred loader (over 105 kw up to and including 500 kw net engine power) operator
Pneumatic tyred tractor with power operated attachments (above 110 brake power) operator
Scraper (10 cubic metres struck capacity and above) operator
Forklift (48kw and above to 220kw) operator
Trenching machine (larger than CW4) operator
Loader, front end (48kw and above to 370kw) operator
Skid Steer (48kw and above) operator
Grader (96kw above to 148kw net engine power) operator

CW6 – Tasks Undertaken;

Tractor (from 370kw up to 450kw)
Dumper, rear and bottom (from 100 cubic metres struck capacity), operator
Loader, front end (from 370kw up to 450kw), operator

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/1270

Applicant:
Monadelphous Engineering Associates Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Stuart Wood, Senior Industrial Relations Advisor, have the authority given to me by Monadelphous Engineering Associates Pty Ltd to give the following undertakings with respect to the Monadelphous Engineering Associates Pty Ltd Kemerton Lithium Hydroxide Processing Plant – Expansion Project Agreement ("the Agreement"):

1. The definition for a continuous shiftworker in Clause 7 of the Agreement will be amended to read;

For the purposes of this Agreement and the NES, an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

15.05.2023
Date