



DECISION

Fair Work Act 2009

s.185 - Application for approval of a greenfields agreement

Joyce Krane Australia Pty Ltd
(AG2022/3887)

PLUTO TRAIN 2 PROJECT AGREEMENT

Building, metal and civil construction industries

COMMISSIONER SCHNEIDER

PERTH, 13 OCTOBER 2022

Application for approval of the Pluto Train 2 Project Agreement

[1] Joyce Krane Australia Pty Ltd (the Applicant) has applied for approval of an enterprise agreement known as the *Pluto Train 2 Project Agreement* (the Agreement). The application was made pursuant to section 185 the *Fair Work Act 2009* (Cth) (the Act). The Agreement is a greenfields agreement.

[2] This is a greenfields agreement that meets the requirements of section 172(2)(b) of the Act. The Australian Manufacturing Workers' Union (AMWU), Australian Workers' Union (AWU), Construction Forestry, Maritime, Mining and Energy Union (CFMMEU) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) each submitted a F21 indicating they wished to be covered by the Agreement. Pursuant to section 53(2)(b) of the Act I note the Agreement was made with the AMWU, AWU, CFMMEU, and CEPU, and that the Agreement covers the organisations. In accordance with section 187(5)(a) of the Act, I am satisfied that the AMWU, AWU, CFMMEU and CEPU are entitled to the represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to the work that is to be performed under it.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached to the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to section 190 of the Act, I accept the undertakings and, in accordance with section 201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[4] In compliance with section 190(4) of the Act, the bargaining representative's views regarding the undertaking proffered were sought. They were provided with the opportunity to raise and address any objections they had to the undertakings proffered. No objection was raised.

[5] Pursuant to section 202(4) of the Act, the model flexibility term prescribed by Schedule 2.2 to the *Fair Work Regulations 2009* is attached to the Agreement and taken to be a term of it. Additionally, the model consultation term prescribed by Schedule 2.3 to the *Fair Work Regulations 2009* is attached the Agreement and taken to be a term of it.

[6] Appendix 3(8) of the Agreement provides that the Applicant may deduct the cost of a forward journey fare from a distant worker who terminates or discontinues employment before completing two weeks project working hours of service on the site and who does not forthwith return to their place of engagement. Additionally, clause 3(11)(d)(ii) and appendix 5(4)(c) provides that the Applicant may also deduct where rest and recreation leave is taken in advance. The Commission raised with the Applicant these views relevant to section 324 of the Act and suggested that these terms may be unenforceable. In written correspondence, the Applicant acknowledged that these terms may be unenforceable as deductions contrary to section 324 of the Act.

[7] Subject to the undertakings referred to above, I am satisfied that each of the requirements of sections 186, 187, 188, and 190 of the Act as are relevant to this application for approval have been met.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 October 2022. The nominal expiry date of the Agreement is 13 October 2026.



COMMISSIONER

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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 this agreement.

JOYCE KRANE AUSTRALIA PTY LTD

PLUTO TRAIN 2 PROJECT AGREEMENT

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

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SECTION 1: PRELIMINARY

1. TITLE

This Agreement shall be called the Pluto Train 2 Project Agreement (the Agreement).

2. PARTIES AND PERSONS BOUND

This Agreement shall be binding upon:

- Joyce Krane Pty Ltd [ABN: 98 631 296 923 ("the Company"); and
- Employees of the Company employed in the classifications set out in Clause 9 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 & associated commissioning work for the Pluto Train 2 Project (the Project) at the Burrup Peninsula near Karratha.
- (2) Provided that the Agreement shall not apply to:
 - (a) Maintenance, upgrades, preparatory works, minor works, shut down and associated work undertaken to Woodside Australia 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. 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 *Occupational Health and Safety Act 1984 (WA)* and other relevant Safety legislation ("the Acts") as amended from time to time, shall have full effect and nothing in this Agreement shall operate to affect, vary or exclude the operation of the Acts insofar as they apply to work covered by this Agreement.

5. PERIOD OF OPERATION

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

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

6. DEFINITIONS

Term	Definition
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 premiums 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 Employer) and who is regularly rostered to work those shifts.
Current Place of Residence	The Employee's place of residence whilst they are engaged on work on the Project. Eg. The construction village.
Demobilisation	A Distant Worker's return journey to the location of their initial engagement following their termination on the Project.
Distant Worker	An Employee who is engaged or selected or advised by the Company to proceed from their Usual Place of Residence within Australia to construction work on the Project and the Employee does so and that work is at such a distance that the Employee cannot return to their Usual Place of Residence each night.
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.
FRC	Fire Retardant Clothing
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 near Karratha, after engagement
Ordinary Hours	An average thirty-six (36) hours per week, worked between the hours of 6.00am and 6.00pm, Monday to Friday each week or worked at other times outside of these hours in the case of shift Employees. Ordinary Hours plus RDO accrual hours are worked by Employees each day prior to qualifying for payment of overtime penalties.

Definition	Description
Point of Hire	The closest named airport to the employee's usual place of residence as stipulated in the statement required under Appendix 3 (3). See Appendix 3 (17) for schedule of airports.
Project Working Hours	Working hours averaging 68 hours per week structured in accordance with subclause (2) of clause 16. – Hours of Work of this Agreement and including the Ordinary Hours, RDO accrual hours and Regular Scheduled Overtime.
RDO	Rostered Day Off
Regular Scheduled Overtime	The overtime worked by Employees each day as part of the Project Working Hours.
R&R or Rest and Recreation Leave	The leave, of seven (7) consecutive calendar days, granted to an Employee in accordance with subclause (11) of Appendix 3 - Distant Work Provisions or subclause (6) of Appendix 4 - Local Work Provisions of this Agreement.
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.
Work Cycle	The period over which an Employee works sufficient Project Working Hours to accrue an entitlement to R&R.

7. ISSUE RESOLUTION PROCEDURE

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

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

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

Stage 3: If the employee is not satisfied with the manner in which the concerns were addressed in the previous stages, they may seek a review from the Company nominated representative. The issue and all relevant circumstances relating to it will be reviewed, including all steps that have been taken to resolve it. Where practicable, a written reply will be given to the employee.

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

REFERENCE TO THE FWC

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

- (17) Any outcome reached by the parties, or recommendation, decisions or determinations arising from Fair Work Commission proceedings cannot be inconsistent with the Code for the Tendering and Performance of Building Work 2016 (the Code) and/or Australian Guidelines for the Code, or inconsistent with legislative provisions and must not vary the terms and conditions contained in this Agreement or change the intent and/or the benefits contained within this Agreement.

8. PROTECTIVE CLOTHING AND EQUIPMENT

- (1) The Company will issue to each Employee (other than a casual), upon commencement on the Project, the following protective clothing, equipment and footwear:
- (a) One (1) pair of approved safety footwear;
 - (b) Three (3) pairs of standard-issue FRC long pants and six (6) standard-issue FRC long sleeve shirts or alternatively, six (6) pairs of FRC long sleeve overalls (Employee choice);
 - (c) One (1) safety helmet;
 - (d) One (1) pair of approved safety glasses (either tinted or non-tinted Employee choice). Employees with prescription glasses will be issued with mono-goggles or prescription safety glasses (Employee choice);
 - (e) The Company will also make available:
 - o sun-screen (SPF 30+) 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 31 August in any year shall be entitled to a one-off issue of a good quality FRC work jacket.

SECTION 2: INCOME

9. WAGE RATES

WAGES AND CLASSIFICATION STRUCTURE

- (1) The classification structure in this Agreement is set out below. Indicative tasks undertaken by various levels within the classification structure is described in detail in Appendix 1 – Classification Structure of this Agreement.

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

Employees covered by this Agreement shall be classified at a level as specified by this clause and Appendix 1 based on their skills, qualifications, experience, competency and training provided that the Company has the need for such skill and competence. Each Employee's classification level will be specified in their letter of appointment. Employees may be required to carry out work either individually or as part of a work group. Employees are responsible for carrying out work in a safe manner and for the quality of their work. Employees at all levels shall carry out all duties which are:

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

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

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 1 below these rates will apply from the first pay period commencing on or after the dates indicated

CIVIL/STRUCTURAL

Level	\$ from commencement	\$ 1/12/2022	\$ 1/12/2023	\$ 1/12/2024	\$ 01/12/2025	\$ 01/12/2026
CW1	41.60	42.64	43.70	44.80	45.92	47.06
CW2	43.22	44.30	45.41	46.54	47.71	48.90
CW3	45.02	46.15	47.30	48.48	49.69	50.94
CW4	46.37	47.53	48.72	49.94	51.18	52.46
CW5	47.72	48.91	50.14	51.39	52.68	53.99
CW6	49.07	50.30	51.56	52.84	54.17	55.52

TRADE & TECHNICAL CLASSIFICATIONS

	\$ from commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
Extra Low Voltage Installer/ Communication Technician	43.22	44.30	45.41	46.54	47.71	48.90
Welder Pipe Fitter Boilermaker Mechanical Fitter Carpenter Painter Refractory Tradesperson Sheetmetal Worker (1st class) Sprinkler Plumber Communications Tradesperson Tradesperson-other	45.02	46.15	47.30	48.48	49.69	50.94
Electrical Fitter Electrical Installer Electrical Mechanic Licensed Plumber Welder Special Class Mechanical Tradesperson Special Class	47.27	48.45	49.66	50.91	52.18	53.48
Non Destructive Testing Technical Officer (or Non Destructive Technician Level 3 as defined by AS 3998-19992) Electrician Special Class* Instrument Electrical Grade 1* Instrument Tradesperson Instrument and Controls Tradesperson	49.52	50.76	52.03	53.33	54.66	56.03
Electronics Tradesperson*	51.77	53.07	54.39	55.75	57.15	58.58

* see descriptors Appendix 1

CRANE CLASSIFICATIONS

Classifications	\$ from commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
Mobile Crane Driver (Hiab)	41.60	42.64	43.70	44.80	45.92	47.06
Mobile Crane operator - mobile cranes with lifting capacity up to and including 15 tonnes	46.37	47.53	48.72	49.94	51.18	52.46
Mobile Crane Operator - mobile crane with a lifting capacity in excess of 15 tonnes and up to and including 100 tonnes	47.72	48.91	50.14	51.39	52.68	53.99
Mobile Crane Operator - mobile crane with a lifting capacity in excess of 100 tonnes and up to and including 180 tonnes	49.07	50.30	51.56	52.84	54.17	55.52
Mobile crane operator- mobile crane with a lifting capacity in excess of 180 tonnes and up to and including 260 tonnes	50.42	51.68	52.98	54.30	55.66	57.05
Tower crane operator	50.42	51.68	52.98	54.30	55.66	57.05

Classifications	\$ from commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
Operates a crane with lifting capacity in excess of 260 tonnes	51.77	53.07	54.39	55.75	57.15	58.58

PROVISION OF TOOLS

- (2) The Company shall provide for the use of Employees all necessary tools; special purpose tools and precision measuring instruments.
- (3) An Employee shall replace or pay for any tools supplied by the Company if lost or damaged through the Employee's negligence.

APPRENTICES GENERAL

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

APPRENTICES WAGE RATES

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

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

- (7) 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.

10. SITE ALLOWANCE

A site allowance (Flat Hourly Allowance) of \$5.40/hr shall be paid to each Employee on the Project bound by this Agreement whilst on site, in recognition of all the disabilities associated with work to be performed in and around an operating gas plant and on construction activities in the North West of Western Australia, including but not limited to heat, height, dust, dirty work, confined space, extremes of terrain and all special rates and provisions which would otherwise have applied.

11. LEADING HANDS

- (1) In addition to the appropriate Ordinary Weekly Wage Rate prescribed in Clause 9 – Wage Rates of this Agreement a leading hand appointed in writing as such by the Company, shall be paid one of the following weekly all purpose allowances in accordance with the table below:-

If placed in charge of:	\$ from commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
up to three other employees	30.75	31.52	32.31	33.11	33.94	34.79
Three and not more than seven other employees	64.98	66.60	68.27	69.98	71.73	73.52
More than seven other employees	107.21	109.89	112.64	115.45	118.34	121.30

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

12. FIRST AID ALLOWANCE

An Employee who holds the appropriate first aid qualifications (St John Ambulance Workplace First Aid and Advanced Resuscitation or Australian Red Cross Intermediate First Aid) and is appointed in writing by the Company to perform first aid duties in addition to their usual duties, shall be paid a daily flat allowance in accordance with the table below for each day worked:

\$ from commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
4.28	4.39	4.50	4.61	4.72	4.84

13. SPECIAL ALLOWANCES

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

14. INCOME PROTECTION INSURANCE

- (1) The Company will provide at no cost to the employee, income protection insurance for the duration of their time on the Project in accordance with the Company's existing practices and policies on this issue and as set out below:

- (a) cover for 100% of an Employee's average earnings up to a weekly maximum of the values shown in the table below at 14(1)(a)(i), whichever is less, for 104 weeks, applying to personal injury or sickness (other than illnesses or injuries not normally covered by the Company's insurance policy).

\$ from commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
2,500	2,562	2,627	2,692	2,760	2,829

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

15. 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. This contribution shall be made to the C+Bus or Australian Super Superannuation Funds as long as it is a MySuper fund, or any other complying Superannuation Fund nominated by the employee.

SECTION 3: PROJECT WORKING HOURS

16. HOURS OF WORK

- (1) Ordinary Hours for an Employee comprise thirty-six (36) hours per week averaged over a defined work cycle and, except in the case of shift Employees, are to be worked Monday to Friday between 6.00am and 6.00pm as required by the Company. Such Ordinary Hours are the specified hours under each Employee's terms of employment by reference to which annual leave and personal/carer's leave accrue.
- (2) Employees shall work standard Project Working Hours sixty-eight (68) hours per week, Monday to Sunday inclusive, over a four (4) week cycle.
- (3) Project Working Hours consists of Ordinary Hours, RDO accrual hours and Regular Scheduled Overtime. An Employee may be required to work reasonable Additional Overtime as required by the Company and as set out in clause 18 – Working Additional Overtime of this Agreement.
- (4) Except as provided in clause 19 – Withdrawal of Overtime of this Agreement, an Employee's Regular Scheduled Overtime shall be paid to them provided they are ready, willing and available to work the Regular Scheduled Overtime.
- (5) The meal break and rest period shall be scheduled each day so that Project Working Hours for each day are divided into three (3) approximately equal work periods.
- (6) The Company may stagger the time of taking meal and rest breaks to meet operational requirements.
- (7) The Company will determine the actual method of working Project Working Hours which best suits the operational requirements.
- (8) Where the Company wishes to vary the method of working Project Working Hours, they shall seek the agreement of the Employees involved. Failing agreement, the Company shall give those Employees one (1) week's notice of the change.
- (9) An Employee's Project Working Hours shall start at the Employee's prestart and finish at the inside of the Site Employee access gates.

MEAL BREAK – DAY WORK

- (10) The Ordinary Hours of work shall be consecutive except for an unpaid meal break which shall not exceed half an hour.
- (11) When an Employee is required for duty during their usual meal break and the meal break is thereby postponed for more than half an hour, the Employee shall be paid at overtime rates in accordance with clause 20 – Overtime Payments until the meal break is taken.
- (12) An Employee, employed as a maintenance person, shall work during meal breaks at Ordinary Wages whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while such plant is idle.

REST PERIODS – DAY WORK

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

17. ROSTERED DAYS OFF

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

18. WORKING ADDITIONAL OVERTIME

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

19. WITHDRAWAL OF OVERTIME

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

(a) If withdrawing Additional Overtime on any day Monday to Friday inclusive:	The Company shall give a minimum of one (1) hour's notice to the Employees concerned during the Project Working Hours on the day concerned or at the commencement of the Additional Overtime.
(b) If withdrawing Additional Overtime on a Saturday, Sunday or day prescribed as a Public Holiday under this Agreement:	<div>The Company shall give to the Employees concerned a minimum of two (2) hours' notice either:</div> <ul style="list-style-type: none">• During the Project Working Hours occurring on any day prior to the overtime; or• At the commencement of the Additional Overtime.

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

20. OVERTIME PAYMENTS

- (1) Subject to the provisions of this subclause, all work performed outside of the Ordinary Hours and time worked to accrue an RDO on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (2) Work performed on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

- (3) Work performed on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.
- (4) Work performed on any day prescribed as a public holiday under this Agreement shall be paid for at the rate of double time and a half except when another day is substituted in accordance Clause 27 – Public Holidays of this Agreement.
- (5) An Employee who works on a Saturday, Sunday or public holiday shall be paid for at least two (2) hours at the appropriate overtime rate except as provided in subclause (6) of this clause.
- (6) In computing overtime each day shall stand alone but when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.
- (7) Except for Shift Loading, the provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a public holiday prescribed under this Agreement for any work.

OVERTIME CRIB BREAKS

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

OVERTIME BREAKS – SATURDAY, SUNDAY AND PUBLIC HOLIDAYS

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

21. RECALLS

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

22. 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.

23. TEN HOUR BREAK

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

24. 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 Project Working Hours where the majority of the Ordinary Hours are worked outside of the spread of Ordinary Hours defined at clause 16 – Hours of Work of this Agreement and when Employees are working as such.
- (4) Ordinary Hours for shift Employees will comprise thirty-six (36) hours per week averaged over a defined work cycle and will not commence before 5.00pm on Sunday night. Such Ordinary Hours are the specified hours under each shift Employee's terms of employment by reference to which annual leave and personal/carer's leave accrue.

- (5) Prior to the commencement of shift work, the Company shall seek the agreement of the Employees involved. Failing agreement, the Company will provide to the Employees concerned one (1) 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 five (5) consecutive shifts are worked then Employees shall be paid at overtime rates in lieu of the shift loading prescribed at subclause (7) of this clause. The consecutive nature of shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday, RDO or on any public holiday.
- (7) A shift Employee shall receive a flat loading of twenty-five (25) percent of their Ordinary Hourly Rate for each hour worked.

MEAL BREAK – SHIFT WORK

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

REST PERIODS – SHIFT WORK

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

SECTION 4: LEAVE PROVISIONS

25. ANNUAL LEAVE

(1)

- (a) An Employee (other than a Continuous Shift Worker) is entitled to four (4) weeks of paid annual leave for each year of service. An Employees 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 five (5) weeks of paid annual leave for each year of service. An Employee engaged on continuous shift work for part of any year shall accrue the additional thirty six (36) hours annual leave on a pro rata basis.

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

- (b) Before going on leave the Employee will be paid:

- (i) The ordinary wages they would have received under Clause 9 – Wage Rates of this Agreement for the Ordinary Hours (up to thirty six (36) Ordinary Hours per week) they would have worked but for proceeding on annual leave;
- (ii) Any all purpose allowance which the Employee is normally paid for their Ordinary Hours each week; and
- (iii) A loading of 17.5% calculated at the rate of wage prescribed in subclause (1)(b)(i) of this clause;

in respect of the period of leave.

- (2) Paid annual leave may be taken for a period agreed between the Company and the Employee and will be paid in accordance with (1) (b) of this clause. The Company must not unreasonably refuse 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 one (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.

26. PERSONAL LEAVE

GENERAL CONDITIONS

- (1) An Employee is entitled to ten (10) paid days of personal leave for each year of continuous service. An Employee's entitlement to paid personal leave accrues progressively during a year of continuous service in accordance with the 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 9. – Wage Rates 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.
- (5) The provisions of this clause do not apply to casual Employees.

SICK LEAVE

- (6)
- (a) An Employee who is unable to attend or remain at the place of employment during Ordinary Hours of work by reason of personal illness or injury shall be entitled to take accrued personal leave during such absence in accordance with the provisions of this clause.
- (b) An Employee shall be entitled to pay at their Ordinary Hourly Rate for those Ordinary Hours not worked by them on any day due to personal illness or injury.
- (c) An Employee shall not be entitled to claim payment for personal illness or injury nor will the Employee's personal leave entitlement be reduced if such illness or injury occurs on the day the Employee is not scheduled to be at work.
- (d) If at any time an Employee is absent on the ground of personal illness or injury for a period longer than their 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, the nature of the illness or injury and the estimated duration of the absence; provided that such advice, other than in extraordinary circumstances shall be given to the Company within one (1) hour of the commencement of absence.

- (b) If absent for more than two (2) days, or absent for more than two single days in any twelve (12) month period of employment, the Employee must produce a medical certificate, or 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.

NON-COMPLIANCE WITH NOTIFICATION

(8)

- (a) If the Employee does not satisfy the criteria set out in subclause (7) of this clause, the Employee's personal leave application will not be approved and the leave will be unauthorised and unpaid.
 - (b) An Employee whose application for personal leave is not approved will be subject to the Company's disciplinary procedures for any such absence.
- (9) The provisions of this clause with respect to payment do not apply to Employees who are entitled to payment under the *Workers' Compensation and Injury Management Act 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 two (2) days unpaid carer's leave per occasion. The unpaid leave of up to two (2) days is to be taken as a single unbroken period, unless otherwise agreed between the Employee and the Company. Weekly hired Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/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 two (2) hours prior to the commencement of their shift and indicate the expected duration of their absence.
- (14) For all absences, Employees must provide the following:
- (a) in the case of illness or injury of a member of their immediate family or household the Employee must provide:
 - (i) a medical certificate indicating that a member of their immediate family or household has, had or will have a personal illness or injury during a period of the leave: or
 - (ii) a statutory declaration which includes a statement that the Employee requires/required leave to provide care or support to a member of their immediate family or household because of personal illness or injury.
 - (b) in the case of an unexpected emergency a statutory declaration which includes a statement that the Employee requires/required leave to provide care or support to a member of their immediate family or household because of an unexpected emergency affecting that person.

- (15) The Company may require Employees to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking carer's leave to provide care and support to.

CASUALS EXCLUDED

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

27. 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.

28. PROJECT INCENTIVE PAYMENT

- (1) In any week where an employee is ready, willing and available to work in accordance with their contract of employment and the employers lawful requirements, and in particular, strictly following procedures for issue resolution as provided for in clause 7 of this Agreement, an additional payment of \$175 per completed week of service on site will be accrued by the Employee and paid out on the completion of an employee's employment on the Project.
- (2) In any week in which an employee has an unauthorised absence or engages in industrial activity not approved by the Company that ceases or disrupts operations the payment will be forfeited in full for that week.
- (3) Where an employee commences or terminates employment during the week the Project Incentive Payment will only accrue those days the employee worked onsite within that week.
- (4) For the purpose of pro-rata entitlements under this clause the payment will be calculated at the rate of \$25.00 per day.
- (5) The Project Incentive Payment will not be paid to employees whose employment ceases due to dismissal from the Project for the reason of serious misconduct.

29. COMPASSIONATE LEAVE

- (1) An employee is entitled to (two) 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- (2) For the purpose of this subclause "Employee's Immediate family" means any of the following:
 - (a) a spouse or defacto spouse, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or defacto spouse of the Employee.
- (3) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (1) of this clause or
 - (b) after the death of the member of the employee's immediate family or household referred to in subclause (1) of this clause.
- (4) An employee may take compassionate leave for a particular permissible occasion as:
 - (a) a single continuous 2 day period; or
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods to which the employee and his or her employer agree.
- (5) In order to be entitled to compassionate leave the Employee must provide the Company with evidence to satisfy a reasonable person of the illness, injury or death. The Company may require the Employee to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking compassionate leave for.
- (6) The Employee must also advise the Company as soon as reasonably practical of their intention to take compassionate leave. Whenever possible they should advise the Company at least two (2) hours prior to the commencement of their shift and indicate the expected duration of their absence.
- (7) Where Employees (other than Casual Employees) are entitled to compassionate leave they will be paid the Ordinary Wages they would have received under Clause 9 – Wage Rates 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.

CASUALS EMPLOYEES

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

30. COMMUNITY SERVICE LEAVE

- (1) An Employee is entitled to community service leave, to attend:
- (a) jury service; or
 - (b) a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.
- (2) A recognised emergency management body is:
- (a) a body, or part of a body, that has a role or function under a plan that:
 - (i) is for coping with emergencies and/or disasters; and
 - (ii) is prepared by the Commonwealth, a State or a Territory; or
 - (b) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (c) any other body, or part of a body, a substantial purpose of which involves:
 - (i) securing the safety of persons or animals in an emergency or natural disaster; or
 - (ii) protecting property in an emergency or natural disaster; or
 - (iii) otherwise responding to an emergency or natural disaster; or
 - (d) a body, or part of a body, prescribed by the regulations;
- (3) Where an Employee:
- (a) is required to attend jury service he/she shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the Ordinary Hours they would have worked had the Employee not been on jury service.
 - (b) attends a voluntary emergency management activity he/she will be paid the amount they would have received in respect of the Ordinary Hours they would have worked had the Employee not been on voluntary emergency management activity.
- (4) If an Employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total the Company is only required to pay the Employee for the first 10 days of the absence.
- (5) The Company may require the Employee to give the Company evidence that would satisfy a reasonable person:
- (a) that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (b) of the total amount (even if it is all nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period

- (6) If, in accordance with subclause (5) of this clause, the Company requires the Employee to give the Company the evidence referred to in that subclause, the Employee is not entitled to payment unless the employee provides the evidence.
- (7) An Employee who wants an absence from his or her employment for community service leave must give the Company as soon as possible notice of the absence advising the Company of the period, or expected period of the absence.
- (8) An Employee who attends jury service will be required to provide the Company proof of attendance, in addition to notice and evidence requirements stipulated in subclause (5) of this clause.

RDO ACCRUALS

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

31. FAMILY AND DOMESTIC VIOLENCE LEAVE

- (1) This clause applies to all Employees, including casuals.
- (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' unpaid 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 Employer notice of the taking of leave. The notice:
 - (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (b) must advise the Employer of the period, or expected period, of the leave.

- (7) An Employee who has given their Employer notice of the taking of must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

32. PARENTAL LEAVE

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

SECTION 5: CONTRACT OF SERVICE

33. CONTRACT OF SERVICE

WEEKLY EMPLOYMENT

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

CASUAL EMPLOYMENT

- (4) A casual Employee is one engaged and paid as such.
- (5) A casual Employee shall be paid the Ordinary Hourly Rate prescribed in clause 9 – Wage Rates, of this Agreement for the work performed, plus an all-purpose loading of 25%.
- (6) Casual Employees are not entitled to annual leave, sick leave, public holidays or other paid absences.

STAND DOWNS

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

NOTICE OF TERMINATION

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

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

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

- (9) 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,
- (10) A weekly hired Employee may terminate their employment by giving one (1) week's notice of termination. Should the Employee not give this notice, the Employee will pay the Company an amount equal to the total of all amounts that, if the Employee would have worked had the employment continued until the end of the notice period and the Company would have become liable to pay to the Employee for that work.

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

GENERAL CONDITIONS

- (12) 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.
- (13) With the exception of authorised paid absences, the Company shall not pay for any day not worked by an Employee.
- (14) 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.
- (15) Employees shall comply with all lawful directions given by the Company and comply with all Site policies and procedures applicable to the Project work.
- (16) The Company may direct an Employee and the Employee shall carry out such duties and use such tools and equipment as may be required provided that the Employee is competent to use such tools and equipment and provided that any such direction is consistent with the Company's responsibility to provide a safe and healthy working environment.

ABANDONMENT OF EMPLOYMENT

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

34. SEVERANCE

- (1) 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 two (2) times their Ordinary Hourly Rate for each Completed Week of Service under this Agreement.
- (2) Any period of service as a casual shall not entitle the Employee to accrue severance under this clause.
- (3) A Completed Week of Service means any week where the Employee attends work for all Project Working Hours in that week.
- (4) 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 two (2) weeks, and approved unpaid leave taken in conjunction with the R&R leave.

35. PAYMENT OF WAGES

METHOD OF PAYMENT

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

TIME OF PAYMENT

- (2) Wages shall be paid weekly in arrears and no later than Thursday in each week.
- (3) Payslips will be provided to employees on site no later than the close of business Thursday of each week.
- (4) In any week on which a holiday falls on the normal pay day, wages shall be paid on the preceding day.

PAYMENT ON TERMINATION

- (5) 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

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

36. CYCLONE PROCEDURE

- (1) If the Company Stands Down an Employee because of the threat of a cyclone, the Employee shall be paid for the Project Working Hours occurring during the Cyclone Stand Down Period but only if:
 - (a) at the commencement of the Cyclone Warning Period, the Employee reports for work and continues to work as directed until released by the Company at the commencement of the Cyclone Stand Down period;
 - (b) following the "all-clear" the Employee resumes duty in accordance with the Company's direction; and
 - (c) during the Cyclone Stand Down Period, the Employee is ready, willing and available to present for work if requested to do so by the Company.
- (2) Notwithstanding the provisions of this subclause, an Employee who prior to the Cyclone Stand Down Period has commenced an Additional Overtime shift shall be paid what would have been earned on that shift but for the Cyclone Stand Down.
- (3) Employees must remain ready, willing and available to perform cyclone preparation work and to return to work if requested by the Company during the Cyclone Stand Down Period. If an Employee is not ready, willing and available to perform work as requested by the Company prior to and during the Cyclone Stand Down Period, that Employee shall not be entitled to pay for that day.
- (4) An Employee who is required to remain at or who is called out to work during the Cyclone Stand Down Period shall be paid for all time worked at penalty rates but not so as to exceed a maximum of double time, unless the day concerned is a public holiday in which event the maximum payment, subject to other provisions of this Agreement, shall not exceed 2.5 times their Ordinary Hourly Rate.
- (5) If an Employee is temporarily demobilised from the Karratha region because of cyclone conditions or associated with cyclone conditions and is requested to hold themselves in readiness, the Employee shall be paid 7.2 hours per day at their all purpose rate for ordinary time they would have worked, up to 36 hours.
- (6) If an Employees mobilisation to site is delayed because of cyclone conditions or associated to the cyclone conditions and the Employee remains available for mobilisation, the Employee shall be paid 7.2 hours per day at their all purpose rate for ordinary time they would have worked, up to 21.6 hours.
- (7) If an Employee cannot be usefully employed on the day following the resumption of normal operations or on any subsequent day because of damage caused to the operations by the cyclone, the Company may stand down the Employee without pay.

- (8) Nothing in this clause is intended to exclude the provisions of any applicable health and safety legislation or regulations pertaining to safety requirements.

37. DISTANT WORKERS

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

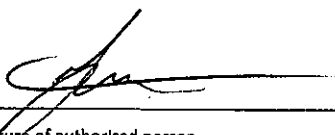
38. LOCAL WORKERS

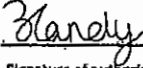
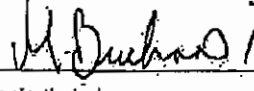
Employees who are not classified as Distant Workers under this Agreement shall be classified as Local Workers and shall be entitled to the conditions contained at Appendix 4– Local Work Provisions of this Agreement.


39. SITE SECURITY

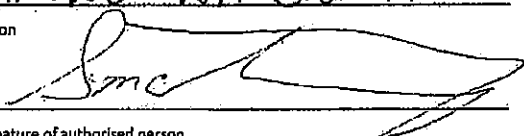
- (1)
- (a) The Client will determine a system of entry to and exit from the Site. The system will include a method of personal identification for each Company Employee. The system may include computerised personnel access facilities activated by electronic or magnetic cards or by other means including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

SECTION 6: SIGNATURES

EMPLOYER SIGNATURE	
	
Signature of authorised person	
SEAN JOYCE	
Name of authorised person	
BUSINESS MANAGER	
Position of authorised person	
LOT 3911 COOLAWANYAH RD, WA, 6714	
Address	
05/09/2022	
Date	
Note: the above person is authorised by the Company 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	
Union Secretary	
Position of authorised person	
C/o 3/25 Barrack Street, PERTH WA 6000	
Address	
31 August 2022	
Date	
Note: the above person is authorised by the Union to sign the Agreement on its behalf.	
UNION SIGNATURE	
CFMEU C+G WA	
Union	
	
Signature of authorised person	
Mick Buchan	
Name of authorised person	
State Secretary	
Position of authorised person	
TRADES Hall 74 Beaufort Street PERTH 6000	
Address	
1 September 2022	
Date	
Note: the above person is authorised by the Union to sign the Agreement on its behalf.	

UNION SIGNATURE	
Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, and Allied Services Union of Australia	
Union	
Signature of authorised person	
Peter Carter	
Name of authorised person	
WA Branch Secretary	
Position of authorised person	
3 Focal Way, Bayswater WA 6053	
Address	
1 September 2022	
Date	
Note: the above person is authorised by the Union to sign the Agreement on its behalf.	
UNION SIGNATURE	
Union	
Signature of authorised person	
Name of authorised person	
Position of authorised person	
Address	
Date	
Note: the above person is authorised by the Union 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 St East Perth WA 6004
Address	5th September 2022
Date	Note: the above person is authorised by the Union to sign the Agreement on its behalf.
UNION SIGNATURE	
Union	
Signature of authorised person	
Name of authorised person	
Position of authorised person	
Address	
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 hand held grinding machines
Insulator
Lagger
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)
Cryogenic insulator/lagger
Forklift operator
Steel-fixer (Includes tack welding steel reinforcement)
Concrete finisher
Concrete Tester
Hoist or winch operator
On site vehicle operator - Articulated truck
Coxswain

Scaffolder
Storeman
Power driven Saw Operator

CW3 -Tasks Undertaken

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

CW4 -Tasks Undertaken;

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

CW5 – Tasks Undertaken;

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

CW6 – Tasks Undertaken;

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

(2) Electrical Descriptors

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

(a)

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

(b)

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

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

- (i) that time exceeds 16 hours per week; or

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

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

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

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

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

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

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

APPENDIX 2: SPECIAL ALLOWANCES**PRE-EMPLOYMENT COMPETENCY TESTING**

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

PRE-HEATED WORK ALLOWANCE

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

\$ from commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
0.84	0.86	0.88	0.90	0.93	0.95

WORKING WITHIN PIPES, PILES AND PRESSURE VESSELS

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

\$ from commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
3.14	3.22	3.30	3.38	3.47	3.55

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

\$ from commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
5.45	5.59	5.73	5.87	6.02	6.17

WELDING ALLOWANCES

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

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

\$ From commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
28.29	29.00	29.72	30.47	31.23	32.01

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

\$ From commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
57.27	58.70	60.17	61.67	63.22	64.80

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

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

\$ From commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
82.72	84.79	86.91	89.08	91.31	93.59

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

\$ From commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
139.97	143.47	147.06	150.73	154.50	158.36

REFRACTORY ALLOWANCE

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

ELECTRICAL LICENCE ALLOWANCE

- (7) A tradesperson who holds, and in the course of their employment may be required to use, a current "A" Grade or "B" Grade licence issued pursuant to the Electricity (Licensing) Regulations 1991 shall be paid an hourly all purpose allowance in accordance with the table below.

\$ From commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
2.31	2.37	2.43	2.49	2.55	2.61

- (8) An employee working on a full time basis as a trades assistant assisting a tradesperson holding an A or B grade Electrical Licence working for an electrical contractor licensed under the Electricity Act 1945 and normally respondent to the *Electrical Contracting Industry Award R22* of 1978, shall be paid an hourly all purpose allowance in accordance with the table below.

\$ From commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
1.11	1.14	1.17	1.20	1.23	1.26

TRADESPERSON ALLOWANCE

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

\$ From commencement	\$ 01/12/2022	\$ 01/12/2023	\$ 01/12/2024	\$ 01/12/2025	\$ 01/12/2026
1.79	1.83	1.88	1.93	1.98	2.03

APPENDIX 3: DISTANT WORK PROVISIONS

QUALIFICATION FOR DISTANT WORKER STATUS

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

MOBILISATION EXPENSES AND TRAVEL TIME

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

DEMOBILISATION EXPENSES AND TRAVEL TIME

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

REST AND RECREATION LEAVE - DISTANT WORKERS

- (11)
 - (a) A Distant Worker may return to their usual place of residence or to Perth or any other place mutually agreed upon between the Distant Worker and the Company, subject to the following conditions:

- (i) Where the Distant Worker has completed 21 days of service on the Site with the Company, a Distant Worker shall be given and take seven (7) consecutive days off duty;
 - (ii) Such seven (7) consecutive days off duty shall be authorised leave and shall include a weekend off, RDO Accrual Hours (if the Distant Worker so requests), paid R&R leave, any public holidays prescribed under this Agreement that fall during the leave, and such unpaid leave for the remainder of the seven (7) consecutive days;
 - (iii) In taking the seven (7) consecutive days off duty, the Distant Worker shall be entitled to two (2) days leave on Ordinary Wages subject to the provisions of subclause 11(b) of this clause; and
 - (iv) After each further 21 days of service on the Site with the Company, the Distant Worker shall again be entitled to seven (7) consecutive days off duty but only one (1) day's leave on Ordinary Wages subject to the provisions of subclause 11(b) of this clause.
- (b)
 - (i) The Distant Worker's entitlement to paid R&R as per subclause (11) (a) of this clause will be paid to the Distant Worker in the first pay period after such R&R.
 - (ii) Payment will not be made unless the Distant Worker returns and commences work at the time arranged with the Company immediately following the period of leave referred to subclause (11)(a) of this clause.
 - (iii) The Company will book and pay for an R&R airfare within the terms of this Clause to the Point of Hire.
 - (iv) The Employee will be paid up until the time of them leaving the site to fly out, or the balance of Ordinary Hours for the shift, whichever is greater
- (c)
 - (i) The entitlement to R&R may be availed of as soon as reasonably practicable after it becomes due.
 - (ii) For reasons of operational requirements, the Company may require the Distant Worker to postpone the taking of the R&R entitlement for a period not exceeding one (1) month.
- (d) Distant Workers who qualify for the provisions of this subclause may return to their usual place of residence or to Perth or to any other place at Christmas -
 - (i) by taking the entitlement to R&R after the completion of the accrual period; or
 - (ii) by taking R&R in advance but, if by service subsequent to the taking of R&R, an entitlement to that R&R does not accrue, any payment of Ordinary Wages for the period of R&R and the cost of air fares shall be refunded to the Company unless the services of the Distant Worker are terminated by the Company through no fault of that Distant Worker. For the purposes of this provision the Company may deduct any amount to be refunded from any moneys otherwise due to the Distant Worker under their contract of employment.
- (e) Regardless of the provisions of this subclause, the Company and a Distant Worker can make an agreement which varies the operation of this subclause in a way so that that a Distant Worker may delay the taking of an entitlement to R&R leave or forgo all or part of their entitlement to R&R leave on any occasion.

MAJOR REGIONAL CENTRES IN WESTERN AUSTRALIA – ADDITIONAL PAYMENTS

- (12) If a Distant Worker's usual place of residence is Bunbury or Busselton (including surrounding Districts) and they are flown to Perth by the Company at the commencement of their R&R Leave, they will be paid a flat allowance of \$50.
- (13) Distant Workers in receipt of an allowance prescribed at subclause (12) of this clause are required to make their own travel arrangements from Perth Airport to their Usual Place of Residence and then back to Perth Airport to return to the Site.
- (14) These payments shall only be made if the Distant Worker resumes work with the Company at their start of their normal work day or shift on the first working day immediately following their period of R&R leave.
- (15) These payments will not be made if the Distant Worker makes their own R&R travel arrangements when proceeding on R&R Leave.

POINT OF HIRE

(17)

Point of Hire (Approved Locations)	
Perth	Melbourne
Sydney	Darwin
Adelaide	Hobart
Brisbane	Canberra

APPENDIX 4: LOCAL WORK PROVISIONS

- (1) Employees who are not Distant Workers as defined under this Agreement shall be Local Workers to whom the provisions of this Appendix shall apply.

REST AND RECREATION (R&R) LEAVE - LOCAL WORKERS

- (2) A Local Worker shall be given and may take authorised R&R Leave subject to the following conditions:

- (a) Where the Local Worker has completed 21 days of service on the Site with the Company, an Employee shall be given and take seven (7) consecutive calendar days off duty;
- (b) Such seven (7) consecutive calendar days off duty shall be authorised leave and shall include a weekend off, RDO Accrual Hours (if the Local Worker so requests), paid R&R leave, any public holidays prescribed under this Agreement that fall during the leave, and such unpaid leave for the remainder of the seven (7) consecutive calendar days;
- (c) In taking the seven (7) consecutive calendar days off duty, the Local Worker shall be entitled to two (2) days leave on Ordinary Wages subject to the provisions of subclause (3)(b) of this clause; and
- (d) After each further 21 days of service on the Site with the Company, the Local Worker shall again be entitled to seven (7) consecutive calendar days off duty but only one (1) day's leave on Ordinary Wages subject to the provisions of subclause (3)(b) of this clause.
- (e) Where the Local Worker does not work on a public holiday prescribed by this Agreement, they shall be credited with the rostered Project Working Hours service on the Site with the Company for the purpose of R&R accrual.

(3)

- (a) The Local Worker's entitlement to paid R&R as per subclause (6) of this clause will be paid to the Local Worker in the first pay period after such R&R.
- (b) Payment will not be made unless the Local Worker returns and commences work at the time arranged with the Company immediately following the period of leave referred to subclause (6) of this clause.

(4)

- (a) The entitlement to R&R may be availed of as soon as reasonably practicable after it becomes due.
- (b) For reasons of operational requirements, the Company may require the Local Worker to postpone the taking of the R&R entitlement for a period not exceeding one (1) month.
- (c) Local Workers must commence their R&R on Tuesday, Wednesday or Thursday in any week and recommence work no later than seven (7) consecutive calendar days from commencing their R&R leave.

(5)

- (a) Local Workers who qualify for the provisions of this subclause may take authorised Leave at Christmas
- (b) by taking the entitlement to R&R prior to the completion of the next accrual period; or
- (c) 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 the period of R&R shall be refunded to the Company unless the services of the Local Worker are terminated by the Company through no fault of that Local Worker. For the purposes of this provision the Company may deduct any amount to be refunded from any moneys otherwise due to the Local Worker under their contract of employment.

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

UTILITIES ASSISTANCE ALLOWANCE

- (7) A Local Worker engaged on a fulltime or part-time basis shall be paid a Utilities Assistance Allowance of \$42.50 for each day worked and each day of paid leave in accordance with the terms of this Agreement.
- (8) A Local Worker who is provided with Company or Project supplied accommodation shall not be entitled to the payment of a Utilities Assistance Allowance

APPENDIX 5: CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- (1) Where the Company has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that is likely to have significant effects on employees covered by this agreement, the Company will notify the employees who may be affected by the proposed changes and their representatives (if any).
- (2) Significant effects include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect
- (3) The Company will discuss with the affected employees and their representatives (if any) the introduction of the major changes, the effects the changes are likely to have on employees and measures to avert or mitigate any adverse effects of such changes on employees. The Company will give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (4) The discussions will commence as early as reasonably practicable after a definite decision has been made by the Company to make a major change.
- (5) As part of the discussions the Company will provide in writing to the affected employees and their representatives (if any) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the employer is not required to disclose confidential or commercially sensitive information to the affected employees.
- (6) At any stage during this process an employee may appoint a representative of their choice in writing. The Company's obligation to consult or provide information to the representative only occurs after the notice is provided to the Company.
- (7) The provisions of this clause shall not apply when significant effects, including but not limited to those referred to in (2) above are the result of normal and customary turnover of labour associated with the construction industry.
- (8) To avoid doubt, normal and customary turnover of labour includes but is not limited to all changes associated with:
 - (a) the downsizing of labour resources due to programme requirements; or
 - (b) the completion, or partial completion, of any construction work covered by this agreement.

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/3887

Applicant:
Joyce Krane Australia Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Sean Joyce, Business Manager, have the authority given to me by Joyce Krane Australia Pty Ltd] to give the following undertakings with respect to the Pluto Train 2 Project Agreement ("the Agreement"):

1. A new subclause 4 (3) will be inserted as follows:

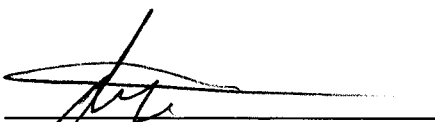
This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. Clause 7 (1) of the Agreement will be amended to read:

The procedures in this clause shall apply to all employee disputes, grievances or matters which affect or which may affect the performance of work unless the Company and the employee/s concerned or their representatives agree in writing that the issue is not one to which the procedures (or any of them) apply. The procedures in this clause shall also apply to disputes in relation to any matters arising under the Agreement and the NES.

3. The Company (Joyce Krane Australia Pty Ltd) will only apply Clause 33(10) of the Agreement to weekly-hired Employees over the age of 18 years and this payment will only be deducted from amounts payable to the Employee in relation to work performed.
4. The Applicant undertakes to not engage part-time employees under this Agreement.

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


Signature

03/10/2022
Date

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
 - (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
 - (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

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

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