



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Innovative Asset Solutions Pty Ltd
(AG2023/2312)

UGL BP KWINANA MAINTENANCE ENTERPRISE AGREEMENT 2023

Mining industry

DEPUTY PRESIDENT BEAUMONT

PERTH, 25 JULY 2023

Application for approval of the UGL BP Kwinana Maintenance Enterprise Agreement 2023

[1] Innovative Asset Solutions Pty Ltd (the **Applicant**) has made an application for the approval of an enterprise agreement known as the *UGL BP Kwinana Maintenance Enterprise Agreement 2023* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (**Amending Act**) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to genuine agreement requirements for agreement approval applications apply where the notification time for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. I note that I allowed an amendment to the Applicant's Form F17 under s 586 of the Act to reflect that the notification time for the Agreement – the date on which bargaining was initiated by the Applicant by its distribution of the Notice of Employee Representational Rights to employees – was 17 October 2022.¹

[4] There were a number of casuals who were included in the voting cohort. This raised the concern that the Agreement may not have been made by a majority of employees who cast a valid vote (see ss 182(1) and 188(1)(b) of the Act, as it was immediately prior to 6 June 2023). At the time of the vote, there were 39 employees covered by the proposed Agreement with 37 casting a 'valid vote' and 28 employees voting to approve the Agreement.²

¹ Email from Geoff Weaver to Chambers, dated 21 July 2023 (**Weaver Email**).

² Witness Statement of Bryce Holden, [12] (**Holden Statement**); Form F17 – Employer's declaration in support of an application for approval of an enterprise agreement (other than a greenfields agreement), question 26 (**Form F17**).

[5] Although the Applicant's Form F17 declaration stated that 29 of the 39 employees covered by the Agreement at the time of the vote were casual employees, the Applicant submitted that this was a typographical error, and that all 39 employees notified of the vote were casual employees.³ I allowed an amendment to the Applicant's Form F17 under s 586 of the Act to correct this error. Twenty-four of the employees were engaged on ongoing project work across the client site working 48 hours each week, Monday to Friday.⁴ The other 15 employees were engaged in routine maintenance work and worked 40 hours each week, Monday to Friday.⁵ All 39 employees worked during the access period, which was between 28 June 2023 and 5 July 2023.⁶

[6] It is uncontroversial that enterprise agreements were intended by the legislature to be capable of covering casual employees. However, a difficulty that has arisen is ascertaining when a casual employee ought to be regarded as an employee 'employed at the time' within the meaning of s 181(1). In relation to permanent employees, it is of course a relatively straightforward exercise.

[7] In the decision of *St John of God Health Care Inc (St John)*,⁷ I traversed the authorities that have considered the phrase 'employed at that time'. I do not intend to repeat what was said in *St John* because based on the evidence submitted, I am satisfied that the Agreement was made in accordance with s 182(1), with all 39 employees invited to vote on the Agreement having been 'employed at the time'.

[8] Clause 30.3 of the Agreement appears to require employees to work on public holidays. However, the clause does not provide that the request must be reasonable, as required by s 114(2) of the Act. Clause 30.4 states '[t]he Company and an Employee(s) may agree to substitute the nominated public holiday for another day...'. However, s 115(3) of the Act provides for agreement with a singular employee. Whilst these clauses may operate inconsistently with the National Employment Standards in Part 2-2 of the Act, I am satisfied that the issues are resolved by the inclusion of clause 2.3 of the Agreement.

[9] On the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187 and 188 of the Act as are relevant to this application for approval have been met.

³ Form F17 (n 2) question 6.

⁴ Holden Statement (n 2) [14].

⁵ Ibid.

⁶ Weaver Email (n 1).

⁷ [2023] FWCA 87.

[10] The Agreement was approved on 25 July 2023 and, in accordance with s 54, will operate from 1 August 2023. The nominal expiry date of the Agreement is 1 August 2026.



DEPUTY PRESIDENT

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UGL BP Kwinana Maintenance Enterprise Agreement 2023

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PART A – AGREEMENT ADMINISTRATION MATTERS

1. SCOPE AND APPLICATION OF THE AGREEMENT

- 1.1 This agreement is known as the *UGL BP Kwinana Maintenance Enterprise Agreement 2023* and subject to subclause 1.2 covers:

- 1.1.1 Innovative Asset Solutions Pty Ltd (the Company) (ABN 24 125 677 054); and
- 1.1.2 Employees of the Company working at BP Kwinana, located at 1 Mason Road, Kwinana in the State of Western Australia, 6167, or at the ATOM Terminal at 543 Abernethy Road, Kewdale Western Australia 6105, engaged to perform Maintenance work in the classifications prescribed in this Agreement (Employees).

- 1.2 This Agreement will not cover or apply to Employees engaged on any project or site where a project or site specific FWC registered Agreement is in operation in accordance with the FW Act which covers the Company as at the making of this Agreement.

2. PERIOD OF OPERATION AND EFFECT OF THIS AGREEMENT

- 2.1 This Agreement will commence operating seven days after the Fair Work Commission (FWC) approves the Agreement. The nominal expiry date of this Agreement will be three years from the date of Commencement.
- 2.2 This Agreement will remain in operation after the nominal expiry date until replaced by another agreement or terminated in accordance with the FW Act.
- 2.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. However, the NES is not incorporated and does not form part of this Agreement.
- 2.4 While this Agreement operates, no Modern or other Award or other form of industrial instrument applies to the employment of Employees to whom this Agreement applies, or to an employer or the Company organisation in relation to those Employees.

3. NO EXTRA CLAIMS

- 3.1 The Employees and their bargaining representative(s) agree there will be no extra claims during the life of this Agreement. Employees must not make and must ensure that their representatives do not make extra claims or organise, threaten or take industrial action in support of any claims while this Agreement is in operation.

4. DEFINITIONS

"Afternoon Shift" means any shift commencing at or after 12:00pm and finishing at or before midnight;

"Agreement" means the *UGL BP Kwinana Maintenance Enterprise Agreement 2023*;

"Apprentice" means a person defined as an Apprentice by the relevant State legislation applicable in the location in which the Employee is employed.

"Certificate" means any certificate provided by a Registered Training Organisation.

"Commencement" means the commencement date of this Agreement, which will be the date seven days after this Agreement is approved by the FWC.

"Company" means Innovative Asset Solutions Pty Ltd.

"Continuous Shift Worker" means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five 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.

"Contract Manager" means the person appointed by the Company as the Contract Manager.

"Day Worker" means an Employee engaged to work Ordinary Hours in accordance with subclause 31.1.

"Distant Work" means work in respect of which the distance or the travelling facilities to and from such place of work make it reasonably necessary (in the opinion of the Company) that the Employee should live and sleep at some place other than their usual place of residence at the time of commencing such work.

"Employee" means any Employee of the Company whose employment is covered by the terms of this Agreement in accordance with subclause 1.1.2.

"FW Act" means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time.

"FWC" means the Fair Work Commission, or such other body as may replace it pursuant to legislation from time to time.

"Maintenance" means work which includes but is not limited to preparatory work, maintenance and servicing, modification, shutdowns, turnarounds, de-bottling, plant upgrading, life extension and capital improvement projects including the commissioning of associated existing/ new plant and equipment and associated miscellaneous work in the classifications prescribed in this Agreement.

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

"Night Shift" means any shift commencing on or after 5pm and finishing at or before 8am.

"Ordinary Hours" means the Employee's ordinary hours of work in accordance with subclause 33.1.

"Ordinary Hourly Rate" means the Employee's hourly base rate of pay as specified in Schedule A of this Agreement for the Employee's appointed classification.

"Permanent Night Shift" means an Employee who during a period of engagement on shift, works night shift only; remains on night shift for a longer period than four consecutive weeks; or works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of their working time off night in each shift cycle.

"Shift Worker" means an Employee performing shift work in accordance with clause 33.

"Trainee" means a person defined as a trainee by the relevant State legislation in which the Employee is employed.

"WHS" means Workplace Health and Safety.

5. WORKPLACE FLEXIBILITY

- 5.1 Workplace flexibility is a condition of employment. Employees are to work in a completely flexible manner to perform works as directed by the Company. All Employees are required to perform a diverse range of functions within their level of skill and competence as determined by the Company. There will be no demarcation, restrictions or limitations on the performance of work whatsoever, including or between traditional crafts, trades, occupations, vocations or callings.
- 5.2 The Company may direct the Employee, and the Employee will be obliged, to carry out such duties (including duties of a lower or higher classification) that are within the limits of the Employee's skill, competence and training as determined by the Company and any such direction issued by the Company will be consistent with the Company's responsibility to provide a safe and healthy work environment.
- 5.3 As provided under this Agreement, an Employee may be required to transfer between the normal 38 ordinary average hours and 36 average ordinary hours per week arrangements as nominated and directed by the Company from time to time based on client requirements and the nature of the work.
- 5.4 Employees may, at the company's request and with the Employee's consent, be required to participate in Cycle Work (as defined in clause 4).
- 5.5 Employees may be required to work shift work or reasonable overtime in excess of the Ordinary Hours during the working week and at weekends.
- 5.6 The Company may engage contractors, labour hire workers or other external supplementary workforce at its complete discretion.

6. WORK ON DISTANT/REMOTE SITES

An Employee, or prospective Employee, may be offered, and may accept, work on a distant and/ or remote site where cycle work (as defined in clause 4) is applicable. Upon acceptance the Employee will work in accordance with the applicable rostering arrangements for the duration of the Employees' time on that site whilst engaged in work covered by this agreement.

7. INDIVIDUAL FLEXIBILITY TERM

The Company and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (i) the agreement deals with one or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leaving loading; and
- (ii) the arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters mentioned in 7.1 (i) above; and
- (iii) the arrangement is genuinely agreed to by the Company and Employee.

7.1 The Company must ensure that the terms of the individual flexibility arrangement:

- (i) are about permitted matters under section 172 of the FW Act; and
- (ii) are not unlawful terms under section 194 of the FW Act; and
- (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.

7.2 The Company must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of the Company and Employee; and
- (iii) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (iv) includes details of:
 - (a) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) 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
- (v) states the day on which the arrangement commences.

7.3 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.4 The Company or Employee may terminate the individual flexibility arrangement:

- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
- (ii) if the Company and Employee agree in writing at any time.

8. CONSULTATION TERM

8.1 This term applies if the Company:

- (i) 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
- (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

8.2 Major Change

For a major change referred to in subclause 6.1(i):

- (i) the Company must notify the relevant Employees of the decision to introduce the major change; and
- (ii) subclauses 6.3 to 6.9 apply.

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

If:

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

8.4 soon as practicable after making its decision, the Company must:

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

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

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

8.7 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 Company, the requirements set out in subclause 6.2 (i) and subclauses 6.3 and 6.5 are taken not to apply.

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

- (i) the termination of the employment of Employees; or
- (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of Employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain Employees; or
- (vi) the need to relocate Employees to another workplace; or

- (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

8.9 For a change referred to in subclause 6.1(ii):

- (i) the Company must notify the relevant Employees of the proposed change; and
- (ii) subclauses 6.11 to 6.14 apply.

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

If:

- (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (ii) the Employee or Employees advise the Company of the identity of the representative;

the Company must recognise the representative.

8.11 As soon as practicable after proposing to introduce the change, the Company must:

- (i) discuss with the relevant Employees the introduction of the change; and
- (ii) for the purposes of the discussion provide to the relevant Employees:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (c) information about any other matters that the employer reasonably believes are likely to affect the Employees; and
- (iii) 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).

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

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

8.14 In this term: relevant Employees means the Employees who may be affected by a change referred to in subclause 6.1.

9. INCLEMENT WEATHER

9.1 Disruption to work is to be minimised during periods of inclement weather.

9.2 During inclement weather, work will continue unless the Company's nominee determines it is not safe to do so.

9.3 Inclement weather does not automatically create unsafe working conditions. An Employee is to attend work and is not to stop work or leave site, unless instructed otherwise by the Company's nominee because of inclement weather.

9.4 During inclement weather the Company may direct an Employee to work in a different area than usual and/ or on different tasks until the inclement weather ceases.

9.5 All Employees will be available to clean up and dewater relevant work areas as directed by the Company following inclement weather.

9.6 Employees who comply with all provisions of this clause will be entitled to a minimum of four hours' pay at the Ordinary Hourly Rate (plus casual loading if applicable) per day during periods of inclement weather.

10. DISPUTES SETTLEMENT PROCEDURE

10.1 If a dispute relates to:

- 10.1.1 a matter arising under the agreement; or
- 10.1.2 the NES;

this term sets out procedures to settle the dispute.

10.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/ or management.

10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

10.5 The FWC may deal with the dispute in two stages:

10.5.1 the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation and

10.5.2 the FWC is unable to resolve the dispute at the first stage, the FWC may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

10.6 While the parties are trying to resolve the dispute using the procedures in this term:

10.6.1 an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

10.6.2 an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe; or
- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the Employee to perform; or
- (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

PART B – DUTIES AND RESPONSIBILITIES

11. EMPLOYEE DUTIES

11.1 Employees will be employed by the Company in accordance with a classification prescribed in Schedule B of this Agreement. A written notice of assignment which sets out the Employee's classification will be provided to the Employee by the Company.

11.2 Appointment of an Employee to a classification and to particular work is at the Company's discretion, considering operational factors and client requirements.

11.3 Subject to qualifications, experience and fitness, the Employee will be required to perform all tasks comprehended by their classification including those- incidental to the main functions of the classification. The Employee will also be required to perform any additional tasks as directed by the Company which are within the Employee's skill, qualifications, training and/ or competence.

11.4 The Company may direct an Employee to carry out such duties and use such tools, plant 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.

11.5 The Employee will be required to undertake training at the Company's direction aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company.

11.6 Nothing in this Agreement precludes:

11.6.1 the Employee's appointment or transfer to another classification of work covered by the Agreement in which case this Agreement continues to apply so far as it is applicable to the classification and location of assignment concerned, or

11.6.2 an Employee's transfer or reassignment to another site.

12. GENERAL RESPONSIBILITIES

12.1 It is a condition of employment that Employees comply with all relevant Company Policies and Procedures as amended at the Company's discretion from time to time.

12.2 In addition, all Employees must comply with any specific rules, regulations and procedures applicable on any Client sites (as amended from time to time).

12.3 All Employees must follow safe working procedures and practices for the protection of persons on site.

12.4 Where an Employee resides in Company-provided accommodation, the Employee will comply with all applicable Conditions of Occupancy and Site Policies and Procedures (as amended from time to time) for such accommodation.

12.5 For clarity, the Policies and Procedures referred to in this clause do not form part of this Agreement and are not incorporated into this Agreement.

12.6 Employees and/ or their nominated representatives must not make or pursue claims, either individually or with other Employees, seeking restrictions as to manning levels, flexibility of roster arrangements, skill mix of Employees, flexibility in the use of labour, use of contract and/ or supplementary labour, working of overtime, demarcations of work for any reason, or any other limitations on the Company's operational requirements.

13. STAND DOWN

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

14. PROTECTIVE EQUIPMENT, SAFETY STANDARDS, QUALIFICATIONS & LICENCES

14.1 Protective Equipment

14.1.1 The Company will provide the Employees, on commencement of employment or as otherwise specified in this clause, such relevant items of uniform/ safety clothing as it determines, and which must always be worn (other than when inside a crib shed).

14.1.2 At the Company's discretion the items referred to in subclause 14.1.1 will be replaced on a fair wear and tear basis provided they are produced to the Company for inspection and the Company determines that the replacement of such items is warranted.

14.1.3 At its discretion the Company will supply safety clothing and any other protective equipment/materials as it determines relevant and the Employee will be required to always wear such clothing or equipment as directed and/ or as required by the Company. Any breach of this provision will give rise to disciplinary action. Disciplinary action taken under this clause may include verbal or written warnings, suspension without pay of up to one week and termination of employment.

14.1.4 Except as provided by subclause 14.1.3, no safety equipment or PPE other than that provided by the Company is to be worn by an Employee whilst on the Project.

- 14.1.5 Overalls provided by the Company as PPE will be laundered by the Company at no cost to the Employee. The frequency of such laundering will be on a reasonable basis as determined by the Company.

14.2 Safety Standards

- 14.2.1 All Employees are required to work and act in a manner which does not constitute a hazard to themselves, other Employees or persons on site, or to plant and equipment.
- 14.2.2 Employees must adhere to both Company and Client safety rules and regulations on each work site. Non-compliance with these requirements will be grounds for removal from the work site and may result in termination of employment.

14.3 Qualifications and Licences

- 14.3.1 Employees may be required by the Company to hold specific qualification(s) and/ or licence(s) to perform their duties as a condition of employment. Where the Employee is so required, the Employee must maintain a current and valid qualification(s) and/ or licence(s) at all times.
- 14.3.2 An Employee must immediately notify the Company where the qualification(s) and/ or licence(s) the Employee is required to hold have either
- (a) Lapsed or are not otherwise valid and current
 - (b) Been suspended or cancelled, and/ or
 - (c) The Employee has been or is disqualified from holding or obtaining such qualification(s) and/ or licence(s).
- 14.3.3 In the event the Employee is unable to lawfully perform the work for which the Company employed them due to the circumstances set out in subclause 14.3.2 above, the Employee's employment may be terminated by the Company.
- 14.3.4 A failure by an Employee to notify the Company in accordance with subclause 14.3.2 may also result in the termination of employment.

PART C – STANDARD CONDITIONS OF EMPLOYMENT

15. CONTRACT OF EMPLOYMENT

- 15.1 Employees may be employed on a full-time, part-time, or casual basis.

15.2 Full-time Employees

- 15.2.1 A Full-time Employee is an Employee engaged for an average of 38 ordinary hours per week plus any reasonable additional hours as required by the Company.

15.3 Part-time Employees

- 15.3.1 Subject to the provisions of this clause, Part-time Employees may be engaged on such hours and terms as are advised to the Employee. All entitlements for part-time Employees under this Agreement will be pro-rated in accordance with their ordinary hours of work.
- 15.3.2 Prior to commencing employment, the Company and the Employee will agree the following matters in writing:
- (a) that the Employee may work Part-time;
 - (b) the Ordinary Hours and days of the week on which the Employee will work and the relevant commencing and ceasing times;
 - (c) the classification applying to the work to be performed; and
 - (d) the period of Part-time employment (where relevant).

15.4 Casual Employment

- 15.4.1 A Casual Employee is an Employee who is engaged and paid as such. Employment will be by the hour and a casual loading of 25% will be paid in addition to the Ordinary Hourly Rate for their classification for their ordinary hours of work (7.6 hours per day). The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays or other entitlements normally reserved for permanent Employees and for all other disabilities associated with casual employment.
- 15.4.2 For work outside the ordinary hours of work, overtime payments for casuals will be calculated by applying the relevant overtime or shift loadings to the Ordinary Hourly Rate for their classification. The casual loading in subclause 15.5.1 above is not applied to work performed outside the ordinary hours of work.
- 15.4.3 On each occasion where a casual Employee is required to attend work, the Employee will be entitled to payment for a minimum of four hours work, except in the case of Inclement Weather.

15.5 Casual conversion to full time employment

- (i) A casual Employee, other than an Irregular Casual Employee, who has been engaged by the Company for a sequence of periods of employment under this Agreement during a period of six months, thereafter, has the right to request to have their contract of employment converted to permanent full time or part time employment if the employment is to continue beyond the conversion process.
 - (ii) Any casual Employee who has a right to elect under subclause 8.2(i), may give notice in writing to the Company that they seek to request to convert their contract of employment to full time or part time employment, and within four weeks of receiving such notice the Company must consent to or refuse the election but must not unreasonably so refuse.
 - (iii) Once a Casual Employee has requested to become and been converted to a full time or part time Employee, the Employee may only revert to casual employment by written agreement with the Company.
 - (iv) For the purposes of this clause, an Irregular Casual Employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 15.6 Where any above Agreement payments and/ or conditions are provided to an Employee these additional payments and/ or conditions will be received by an Employee in satisfaction of any and/ or all entitlements and allowances and/ or conditions which might otherwise apply to the Employee under this Agreement. Provided that the total payments made to the Employee and/ or conditions provided to the Employee are not less than they would have received under this Agreement for those entitlements.

16. PROBATIONARY PERIOD

- 16.1 The Employee's employment with the Company will be subject to a six month probationary period commencing from the date of commencement of employment. This period may be extended by mutual agreement between the Employee and the Company.
- 16.2 Except in cases of serious misconduct, at any time during the Probationary Period and for any reason, the Employee's employment may be terminated by either the Company or the Employee by the giving of one week's written notice (or in the Company's case by payment in lieu).

17. CLASSIFICATION STRUCTURES

17.1 Classification Structures

- 17.1.1 The Classification Structure and associated definitions are contained in Appendix B of this Agreement.
- 17.1.2 At the start of employment and as work changes on an ongoing basis, each Employee will be appointed by the Company to a classification grade based on the Employee's skills, qualifications, and experience and in consideration of the substantive duties required to be carried out at that time.

- 17.1.3 Employees will be required to carry out such duties as are within the limits of the Employee's skill, competence, and training, including work that is incidental or peripheral to the Employee's main function.

17.2 Wages

- 17.2.1 The Ordinary Hourly Rates for each classification are outlined in Schedule A of this Agreement and will apply from Commencement. They are in compensation for, amongst other things, all disabilities and/ or special skills and/ or special rates associated with, or likely to be associated with a contract/project.
- 17.2.2 At or prior to the commencement of an Employee's employment, or upon subsequent reclassification, each Employee will be advised by the Company in writing of the classification in which the Employee is appointed by the Company.
- 17.2.3 Ordinary Hourly Rates in Schedule A will be subject to the following increases which will apply on and from the dates in the table below.

1 July 2024	1 July 2025
3%	2.5%

- 17.2.4 Payment will be by direct deposit/ electronic funds transfer on a weekly basis to a maximum of two separate bank account(s) nominated by the Employee. When the Employee's services are terminated, the Company will pay any wages due as soon as practicable.

- 17.2.5 All Apprentices (except adult apprentices) will be paid in accordance with the following table:

LEVEL	% of Relevant Ordinary Hourly Rate of Grade 5
First Year of Apprenticeship	57%
Second Year of Apprenticeship	67%
Third Year of Apprenticeship	75%
Fourth Year of Apprenticeship	90%

- 17.2.6 Adult Apprentices will be paid 80% of the relevant Ordinary Hourly Rate of Grade 5 for the first year of their apprenticeship and 90% of the relevant Ordinary Hourly Rate of Grade 5 for each subsequent year of their apprenticeship.

18. HIGHER DUTIES

- 18.1 An Employee engaged for more than two hours, during one day on duties carrying a higher rate than the Employee's ordinary classification, must be paid the higher rate for the whole day. Otherwise, the Employee must be paid the higher rate for the time so worked.

19. SUPERANNUATION

- 19.1 The Company will make superannuation contributions sufficient to avoid a charge under the *Superannuation Guarantee Charge Act 1992* (Cth) into a superannuation fund nominated by the Employee, in accordance with the ordinary hours of work established by this Agreement. UGL must make superannuation contributions on behalf of the Employee to an eligible choice fund as nominated by the Employee or, if the Employee does not make a choice, the relevant stapled fund identified to UGL by

the ATO. If the Employee does not choose a fund and does not have a stapled fund, UGL will make the contributions to the Company's default fund, in accordance with Federal superannuation legislation.

20. INCOME PROTECTION

The Company will maintain a policy for Income Protection Insurance (Policy) on behalf of all permanent Employees until the nominal expiry of this Agreement. The Company will pay the premium for such policy up to an amount of \$40.00 per week, inclusive of any administration charges. The Policy will cover accidents or illness, excluding pre-existing conditions, subject to the following:

- 20.1 If the claims experience requires a review of the Policy, the parties will meet to discuss an adjustment to the plan or other alternative measures subject to there being no additional cost to the Company.
- 20.2 All Employees making a claim for a period of absence will be reviewed immediately and thereafter on a regular basis as requested by a Company nominated medical examiner.
- 20.3 The Policy will be implemented as soon as is practical after the date of signing of this Agreement by the Company.
- 20.4 The Policy will not include workers compensation top up or lump sum benefits.
- 20.5 The payment for people engaged for specific projects or for fixed terms, will be made only for the duration of the project or term of engagement on the Project.
- 20.6 The Company's obligations under this clause are limited to paying the premium for the Policy as described in this clause. The Company cannot and is not obliged to attempt to control or influence the claims process or what claims are accepted or rejected by the insurer once a claim is made.

21. TERMINATION OF EMPLOYMENT

- 21.1 Employment of a permanent Employee may be terminated by an Employee or the Company by giving the following notice:

Employee's Period of Continuous Service with the Company	Actual Period of Notice Required to be Provided
Not more than 1 Year	1 weeks' notice
More than 1 year but not more than 3 years	2 weeks' notice
More than 3 years but not more than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

- 21.2 If the Employee is over 45 years old at the time notice of termination is given and the Employee has completed at least two years of continuous service with the Company, the Employee will be entitled to an additional one week's notice.
- 21.3 Termination of all casual engagements will require one hours' notice on either side of an engagement or the payment or forfeiture of one hours' pay.
- 21.4 Following the giving of notice of termination by either party, the Company may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay due to the Employee for the remainder of the notice period and not require the Employee to work out the notice period.
- 21.5 If an Employee fails to give the required notice or gives notice but leaves before the end of the notice period, they will forfeit payment for the notice period (or that part of the notice period not worked), from any money owed by the Company.

- 21.6 Notwithstanding the notice provisions of this clause, the Company retains the right to summarily terminate an Employee's employment without notice or pay in lieu of notice for serious misconduct, in which case an Employee will only be entitled to be paid for the time worked up to dismissal. Serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Company's policies, dishonesty, fraud, theft, breach of safety provisions, wilful damage to the Company's property, harming or threatening co-workers, breach of the Company's alcohol and drugs in the workplace policy or workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.
- 21.7 If an Employee loses their driver's license or other relevant qualification and this prevents the performance of an Employee's duties, the employment will terminate through frustration in which case the Company is not required to give notice or make payment in lieu of notice or make any other payments on termination other than those, if any, required by statute.
- 21.8 Subclauses 22.1 and 22.2 do not apply to Employees who are engaged for a specified task(s) or period, or on a casual basis

22. REDUNDANCY

- 22.1 Eligibility for redundancy payments under this clause will be in accordance with the NES (including without limitation the exclusions of sections 121, 122 and 123 of the FW Act).
- 22.2 Where the Company terminates an Employee's employment because it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour the Company will make a redundancy payment as per subclause 22.3.
- 22.3 Severance Pay
- 22.3.1 Each permanent Employee will accrue a weekly severance accrual payment \$50.00 for each week of continuous service.
- 22.3.2 For all employees other than Casual Employees the severance accrual payment shall continue to accrue during all periods of approved absences except for unpaid leave. Any unauthorised absence shall not count as service for the purpose of the calculation of the severance accrual payment and the amount of the accrual for the affected period shall be reduced accordingly.
- 22.3.3 If an Employee's employment is terminated by UGL on the ground of redundancy and the Employee would otherwise be entitled to redundancy pay under the FW Act, the severance accrual payment made by UGL to that Employee shall be offset against UGL's liability to pay redundancy pay.
- 22.3.4 For the purposes of clause 22.3.3, redundancy pay under the FW Act is in accordance with the following table:

Period of Continuous Service	Severance Pay
Less than 1 Year	Nil
1 year and less than 2 years	4 week's pay
2 years and less than 3 years	6 week's pay
3 years and less than 4 years	7 week's pay
4 years and less than 5 years	8 week's pay
5 years and less than 6 years	10 week's pay
6 years and less than 7 years	11 week's pay

7 years and less than 8 years	13 week's pay
8 years and less than 9 years	14 week's pay
9 years and less than 10 years	16 week's pay
10 years and over	12 week's pay

22.4 Employees Exempted

Clause 22.3 does not apply to:

- (i) Employees terminated because of serious misconduct that justifies dismissal without notice;
- (ii) Apprentices;
- (iii) Trainees;
- (iv) Employees engaged for a specific period or for a specified task or tasks; or
- (v) Casual Employees.

PART D – LEAVE AND RELATED ENTITLEMENTS

23. ANNUAL LEAVE

- 23.1 Employees will be entitled to annual leave in accordance with the FW Act. For the period, if any, that an Employee is engaged as a Continuous Shift Worker as defined by this Agreement, they will be a Shift Worker for the purposes of the NES and entitled to a pro-rata accrual of five weeks annual leave per annum.
- 23.2 The Employee and the Company may agree on separate periods of annual leave of one day's duration. The Company may direct Employees to take accrued annual leave on one month's notice. The Company may require Employees to take annual leave for the purposes of annual shut down or require Employees to take leave without pay for any part of the shut down for which Employees have not accrued sufficient annual leave.
- 23.3 In accordance with the FW Act, Employees may cash out part of their accrued entitlement to annual leave and receive pay in lieu of the amount of accrued annual leave cashed out, subject to the Employee giving the Company a written election to cash out the amount of accrued annual leave and the Company agreeing and authorising the Employee to cash out the amount of accrued annual leave, and:
- 23.3.1 paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
 - 23.3.2 each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee; and
 - 23.3.3 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has cashed out.
- 23.4 Accrued, but untaken, annual leave is paid out on termination of employment.

24. PERSONAL CARER'S LEAVE

- 24.1 Employees will be entitled to personal/ carer's leave in accordance with the FW Act.
- 24.2 Personal/carer's leave includes leave for the Employee when ill or injured and leave for the Employee to provide care or support to a member of the Employee's immediate family or household who is sick or injured or who has an unexpected emergency as defined by the FW Act. Payment in respect of leave under this clause is the Employee's Ordinary Hourly Rate as set out in Appendix A of this Agreement.

- 24.3 On each occasion that an Employee takes personal/ carer's leave they must provide the Company with a medical certificate from a registered medical practitioner or complete a Statutory Declaration stating that the Employee, or an immediate family or household member for whom the Employee was caring, is unfit for duty and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Company's discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Company.
- 24.4 The Employee must notify the prior to commencing personal/ carer's leave or as soon as possible, of the day on which the Employee wishes to take personal/ carer's leave.
- 24.5 The Employee's paid personal/ carer's leave will accrue from year to year, however the Employee is not entitled to a payment for any accrued but untaken personal/ carer's leave on termination of the Employee's employment for whatever reason.

25. COMPASSIONATE LEAVE

- 25.1 Employees will be entitled to Compassionate Leave in accordance with the FW Act.

26. PARENTAL LEAVE

- 26.1 Employees will be entitled to Parental Leave in accordance with the FW Act.

27. LONG SERVICE LEAVE

- 27.1 Employees covered by this Agreement will be entitled to long service leave in accordance with the provisions of the relevant State or Territory Long Service Leave Act provided that where Employees meet the eligibility criteria for portable long service leave provisions under the relevant State's or Territory's Legislation then such provisions will prevail for long service leave purposes.

28. COMMUNITY SERVICE LEAVE

- 28.1 Employees will be entitled to community service leave in accordance with the provisions of the NES.

29. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 29.1 This clause applies to all Employees, including casuals.

Definitions

- (i) Family and domestic violence means violent, threatening or 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.

Family member means:

- (a) a spouse, de factor partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (c) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

- (ii) A reference to a spouse or de facto partner in the definition of family member in subclause 13.2 (i) includes a former spouse or de factor partner.

29.2 Entitlement to unpaid leave

An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

- (i) the leave is available in full at the start of each 12-month period of the Employee's employment; and
- (ii) the leave does not accumulate from year to year; and
- (iii) is available in full to part-time and casual Employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.

Note 2: Company and Employee may agree that the Employee may take more than 10 days' unpaid leave to deal with family and domestic violence.

29.3 Taking unpaid leave

An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- (i) is experiencing family and domestic violence; and
- (ii) 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

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending an urgent court hearing, or accessing police services.

29.4 Service and continuity

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.

29.5 Notice and evidence requirements

(i) Notice

An Employee must give Company notice of the taking of leave by the Employee under subclause 13.4. The notice:

- (a) must be given to Company as soon as practicable (which may be a time after the leave has started); and
- (b) must advise Company of the period, or expected period, of the leave.

(ii) Evidence

An Employee who has given Company notice of the taking of leave under subclause 13.6(i) must, if required by Company, give Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in subclause 13.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

29.6 Confidentiality

- (i) Company must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under subclause 13.6 (ii) is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in subclause 13.6 prevents Company from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Company should consult with such Employees regarding the handling of this information.

29.7 Compliance

An Employee is not entitled to take leave under subclause 13.4 unless the Employee complies with subclause 13.6.

30. PUBLIC HOLIDAYS

- 30.1** Employees (excluding casual Employees) will be entitled to the following public holidays or gazetted substituted days, without deduction from the Employee's Ordinary Hourly Rate: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, Western Australia Day, King's Birthday, Christmas Day and Boxing Day.

- 30.2 For the avoidance of doubt, an Employee who is working in a State or Territory other than their State or Territory of usual point of hire, is entitled to the public holiday(s) which fall in the State or Territory in which they are working at that time and not those which otherwise occur within their State or Territory of usual point of hire during the relevant period of assignment.
- 30.3 Any Employee required to work on a public holiday nominated herein will be paid at the rate of double time and a half of the Ordinary Hourly Rate for all time so worked.
- 30.4 The Company and an Employee(s) may agree to substitute the nominated public holiday for another day and the prescriptions of this clause will apply to the substituted day.

PART E – HOURS OF WORK AND ROSTERS

31. HOURS OF WORK- DAY WORKERS

- 31.1 The Ordinary Hours of work for Day Workers will be 7.6 hours per day between 6.00am and 6.00pm Monday to Sunday inclusive averaged over a four week period.
- 31.2 The Company after consulting with affected Employees, may implement different patterns of working ordinary hours, including 9, 10 or 12 ordinary hours per day or per shift.
- 31.2.1 Ordinary Hours worked on weekends will be paid as follows:
- 31.2.2 On Saturday until 12.00pm: at the rate of time and one half of the Employee's Ordinary Hourly Rate for the first two Ordinary Hours and at double the Employee's Ordinary Hourly Rate for all Ordinary Hours worked thereafter;
- 31.2.3 On Saturday after 12.00pm: at double the Employee's Ordinary Hourly Rate for all Ordinary Hours worked;
- 31.2.4 On Sunday: at double the Employee's Ordinary Hourly Rate for all Ordinary Hours worked;
- 31.2.5 Provided that such Ordinary Hours worked in accordance with subclause 31.2
- (i) will be counted toward an Employee's average hours per four week period; and
- (ii) the rates in subclauses 31.2.1, 31.2.2 and 31.2.3 apply in lieu of any applicable shift loading.
- 31.3 Start and finish locations(s) and time(s) and pattern of working ordinary hours will be designed to support production and maximise equipment operating hours and maintenance time, to suit the needs of a contract/ project. These may be altered by the provision of 48 hours' notice to the Employee.
- 31.4 For the avoidance of doubt travel time and wash up time will not be counted as Ordinary Hours worked for the purposes of calculating overtime.

32. ROSTERING ARRANGEMENTS

- 32.1 The Company may, in consultation with the relevant affected Employees, introduce a new roster cycle or arrangement or Ordinary Hours and additional hours to suit the operational requirements of a contract/ project. Where the Company is directed to or wishes to introduce a new roster cycle or arrangement(s), affected Employees will be provided at least one weeks' notice of the change. Provided that this clause does not apply where the proposed change involves start/ finish locations and times and/ or pattern of working Ordinary Hours, which are subject to the provisions of subclauses 31.2 and 31.4.
- 32.2 Subject to the FW Act, Employees may be required to work reasonable additional hours (i.e., overtime) to meet operational requirements. Depending upon the operational requirements, these additional hours may be worked on a regular and routine basis as part of an Employee's roster or for a specific event, project work, upgrade, shutdown, or turnaround work. Employees accept and acknowledge this requirement as being reasonable in the circumstances reflecting the nature of the rosters, the location of the Company and its operational requirements.

32.3 The pattern of working ordinary hours may be worked as a compressed work cycle and/ or involve a roster system involving a rostered day off.

32.4 Rosters with a Rostered Day Off

32.4.1 If the Company, in its complete discretion, decides to implement a roster including a Rostered Day Off (RDO) entitlement, Employees will be rostered for ordinary working hours of 7.6 per day over five days plus accrual towards an RDO as provided in subclauses 32.4.2. This clause does not apply to Employees rostered under subclause 31.3 or where compressed work cycles are implemented in accordance with subclause 32.5.

32.4.2 Accrual of RDO for 38 Hour Week

The ordinary working hours will be eight hours per day, with 0.4 hours of each working day accruing as an RDO entitlement in accordance with this subclause.

32.4.3 All RDO hours will be accrued, banked and paid at the Employee's Ordinary Hourly Rate and applicable all-purpose allowances;

32.4.4 Accrued RDO hours are to be taken by an Employee as scheduled by the Company subject to a project's requirements. Where an RDO is scheduled, the appropriate accrued RDO entitlement will be deducted from the Employee's RDO banked hours;

32.4.5 Employees will be paid in lieu of all untaken RDO accruals in their RDO bank on termination; and

32.4.6 RDOs may be banked by agreement between the Company and the Employee.

33. HOURS OF WORK - SHIFT WORKERS

33.1 Where the Company requires an Employee to work Shift Work, the Company will fix the shift roster and starting and finishing times for the shift as required. Shift rosters and the shifts of individual Employees may be changed, or the requirement to work shift work directed, on 48 hours' notice by the Company, or a lesser period by agreement.

33.2 The Ordinary Hours for Shift Workers are an average of 38 ordinary hours per week averaged over a four week period Monday to Sunday inclusive.

33.3 The day on which the majority of Ordinary Hours falls will be deemed as the day on which the total shift falls and paid as such, subject to the provisions of subclause 33.4.1.

33.4 Shift Workers are entitled to the relevant shift loading for Ordinary Hours worked, relative to the classification stream in which the Employee is engaged, as set out below:

Shift Type	Definition	Shift Loading
Day Shift	Any shift other than afternoon or night shift	0%
Afternoon Shift	Commencing on or after 12:00pm and finishing at or before midnight	20%
Night Shift	Commencing on or after 5:00pm and finishing at or before 8:00am	20%

33.4.1 Additional Shift Rules

(a) An ordinary Night Shift commencing before and extending beyond 12.00am (midnight) Friday will be regarded as a Friday Night Shift and paid at the applicable shift loading.

- (b) Where an Employee works for less than five consecutive Afternoon or Night Shifts, they will be paid at one and a half times the Employee's Ordinary Hourly Rate (e.g. the Ordinary Hourly Rate plus an additional 50% of the Employee's Ordinary Hourly Rate) for the first two hours and at double the Wage Rate for each hour thereafter for all Ordinary Hours worked during such shift in lieu of the specified shift loading in subclause 33.4.
- 33.5 Under no circumstances will an Employee be entitled to shift loading pursuant to this clause and overtime rates at the same time. For the avoidance of doubt an Employee will only be entitled to shift loading or overtime rates but not both. A Casual Employee will receive a casual loading as prescribed in subclause 15.5.1 on the Employee's Ordinary Hourly Rate; however, this casual loading will not be applied to the Employee's Ordinary Hourly Rate when the shift loading is applied. Therefore, this calculation will result in the amount from the casual loading and the amount from the shift loading, being added to the Employee's Ordinary Hourly Rate as two separate amounts to determine the amount to be paid to a Casual Employee whilst undertaking shift work.

34. OVERTIME

- 34.1 All time worked in excess of an Employee's Ordinary Hours, will be overtime.
- 34.2 Overtime for Day Workers, and Shift Workers working on a Day Shift or Afternoon Shift, will be paid at the following rates:
 - 34.2.1 Monday to Friday, and Saturday until 12.00pm: one and a half times the Employee's Ordinary Hourly Rate for the first two hours and at double the Employee's Ordinary Hourly Rate for all time thereafter.
 - 34.2.2 After 12.00pm on Saturday and on Sunday double the Employee's Ordinary Hourly Rate
- 34.3 All Overtime worked when an Employee is on Night Shift will be paid at double the Employee's Ordinary Hourly Rate.
- 34.4 An Employee recalled to work Overtime after leaving a project will be paid for a minimum of four hours work at the rate of double time.
- 34.5 Call Out
 - 34.5.1 Where an Employee is called out to work after leaving the site they will be entitled to:
 - (a) A minimum of four hours' pay at the relevant Overtime rate; and
 - (b) Time reasonably spent in getting to and from work will be counted as time worked.
 - 34.5.2 The Company may require the Employee to carry out additional duties beyond the initial reason for the call out.
 - 34.5.3 The Employee called out must present for work in a fit and proper state.

35. REST PERIOD AFTER OVERTIME

- 35.1 An Employee who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times will, subject to this clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 35.2 If on the instructions of the Company, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee will be paid double time until he or she is released from duty for a 10-hour rest period.
- 35.3 The provisions of this clause will apply in the case of Shift Workers who rotate from one shift to another as if eight hours were substituted for 10 hours when overtime is worked:
 - 35.3.1 for the purpose of changing shift rosters;
 - 35.3.2 where a Shift Worker does not report for duty; or

35.3.3 where agreement is reached between the Shift Worker and the Company.

36. MEAL AND REST BREAKS

36.1 Day Workers working more than five Ordinary Hours each day will be entitled to one daily:

36.1.1 paid rest break of 15 minutes in duration; and

36.1.2 an unpaid meal break of 30 minutes in duration.

36.2 Shift Workers will be entitled to the same breaks specified in subclause 36.1, save that they will receive a paid crib break of 20 minutes in lieu of the unpaid meal break specified in subclause 36.1.2.

36.3 Day Workers and Shift Workers who are required to work Overtime Monday to Friday will be entitled to:

36.3.1 a paid meal break of 30 minutes where an Employee is required to work more than two hours overtime (not including breaks) in one day and where work is scheduled to continue after the break; and

36.3.2 a further paid meal break of 30 minutes where an Employee is required to work more than five hours overtime (not including breaks) in one day and where work is scheduled to continue after the break.

36.4 Employees who are required to work more than five hours of overtime (not including breaks) in any one day on a Saturday or Sunday where work is scheduled to continue after the break will be entitled to:

36.4.1 a paid rest break of 20 minutes in duration; and

36.4.2 a paid 30-minute meal break; and

36.4.3 a further paid meal break of 30 minutes where an Employee is required to work more than 10 hours (not including breaks) and where work is scheduled to continue after the break; and

36.4.4 a further paid meal break of 30 minutes where an Employee is required to work 13 hours (not including breaks) and where work is scheduled to continue after the break.

36.5 Meal and rest breaks may be staggered by the Company to meet work requirements.

36.6 An Employee required to work overtime for two or more hours without being notified on the previous day or earlier that the Employee will be required to work must either be supplied with a meal by the employer or be paid \$18.00 for the first meal and for each subsequent meal. Such payment need not be made to Employees living in the same locality as their employment who can reasonably return home for meals, where the Company provides a meal or meal-making facilities, or where the Employee is entitled to a living away from home allowance.

PART F – MAINTENANCE ALLOWANCES

37. SITE ALLOWANCE

Employees will be paid a flat site allowance of \$2.00 per hour for each hour worked on the site.

38. LEADING HAND ALLOWANCE

38.1 An Employee appointed and required by the Company to perform the role of a Leading Hand will be paid an all-purpose allowance of \$2.50 per hour when performing such role.

39. ELECTRICAL ALLOWANCES

39.1 An Employee who holds An Electrical Trade License recognised by the Company will be paid an all-purpose allowance of \$2.00 per hour where required by the Company to use such qualifications.

39.2 An Employee who is appointed in writing by the Company for any period to perform the following

duties, will be paid a flat allowance as detailed in the table below, for each type of work:

Duties	Per hour
HV Switching Operator	\$2.00
PLC Technician	\$2.00
DCS Technician	\$2.00

40. ROPE ACCESS ALLOWANCE

- 40.1 The following flat allowances will be paid for all hours worked on any day when rope access work is being undertaken. The allowance will not apply to any day where no rope access work is performed.

Rope Access Level	Per hour
IRATA Level 1	\$2.00
IRATA Level 2	\$4.00
IRATA Level 3	\$6.00

41. CODED WELDER ALLOWANCE

- 41.1 The Company will pay an Employee classified by the Company as a coded welder who holds and maintains appropriate qualifications an all-purpose Coded Welder Allowance of \$3.05 per hour.

42. MOTOR VEHICLE ALLOWANCE

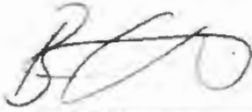
- 42.1 The Company will pay an Employee a motor vehicle allowance of \$0.78 per kilometre as compensation for expenses where the Employee, by agreement with the Company, uses their own motor vehicle in the following cases:
- 42.1.1 for the distance of the Employee's journey which is in excess of the distance of the journey between the Employee's home and their workshop or depot where the Employee starts, or finishes work at a job away from their workshop or depot; or
 - 42.1.2 for the distance of the Employee's journey in travelling between their workshop or depot and a job or between jobs; or
 - 42.1.3 for the distance of the Employee's journey in travelling to or from distant work.

43. FIRST AID ALLOWANCE

- 43.1 An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid weekly a flat allowance of \$16.50 if the Employee is appointed by the Company to perform first aid duty.

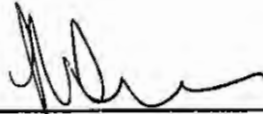
SIGNATURES

Innovative Asset Solutions Pty Ltd (ABN 24 125 677 054)



Signed for and on behalf of

Innovative Asset Solutions Pty Ltd (ABN 24 125 677 054)



Witness

Brendan Leigh Chaplyn

Full Name

GEOFFREY ROSS WEAVER

Full Name

UGL, Lvl 19 Brookfield Place
Perth WA 6000

Address

UGL, Lvl 18 Brookfield Place
Perth WA 6000

Address

11/07/2023

Date

11/07/2023

Date

General Manager, Resources & Energy (West)

Authority to Sign

BARGAINING REPRESENTATIVE(S)


Signature of Employee Representative

Nikola Maenkovik
Full Name

1 MASON RD
Address KWINANA BEACH
6167 WA
11/07/23
Date

Mechanical Fitter
Occupation


Signature of Employee Representative

Andrew Corona
Full Name

1 Mason RD Kwinana Beach
Address 6167 WA

Mechanical Fitter
Occupation

11-07-2023
Date

BARGAINING REPRESENTATIVE(S)


Signature of Employee Representative

Morris Luke Cavanagh
Full Name

1 mason road, Kwinana Beach
Address WA 6167

Scaffolder
Occupation

11.7.23.
Date


Signature of Employee Representative

Allan John Doyle
Full Name

1 Mason Road Kwinana Beach^{WA} 6167
Address

Boilermaker
Occupation

11/7/23
Date

SCHEDULE A - ORDINARY HOURLY RATES

CLASSIFICATION	Ordinary Hourly Rate (per hour)*
Grade 1	\$35.30
Grade 2	\$37.09
Grade 3	\$40.15
Grade 4	\$43.16
Grade 5	\$44.77
Grade 6	\$45.88
Grade 7	\$48.20

** The above Ordinary Hourly Rate table will be effective from Commencement, payable on the first practicable pay period after Commencement.*

SCHEDULE B - CLASSIFICATION STRUCTURE

CLASSIFICATION	TASKS UNDERTAKEN
Grade 1	<ul style="list-style-type: none"> • General labouring and cleaning duties. • Assists Employees at higher classification levels, including tradesmen. • Application and installation of insulation (excluding cryogenic insulation). Uses handheld grinding machines.
Grade 2	<ul style="list-style-type: none"> • Trades Assistant • Non-Destructive Testing Technical Assistant. • Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at Grade 1. • Duties of a scaffolder or rigger holding a "basic" certificate of competency. • Storesperson. • Brush-hand.
Grade 3	<ul style="list-style-type: none"> • Operates machinery and equipment: requiring the exercise of skill and knowledge beyond that of an Employee at Grade 2. • Senior Storesperson. • Duties of a Dogman.

CLASSIFICATION	TASKS UNDERTAKEN
	<ul style="list-style-type: none"> • Rigger or scaffolder holding an intermediate certificate of competency • Cryogenic insulation (Lagger). • Painter Blaster. • Sheetmetal Worker (2nd Class). • Non-Destructive Testing Technician Level I (as defined by AS 3998-1992)
Grade 4	<ul style="list-style-type: none"> • Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at Grade 3. • Rigger or scaffolder holding an advanced certificate of competency. • Operates mobile cranes with lifting capacity of up to and including 20 tonnes.
Grade 5	<ul style="list-style-type: none"> • Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an Employee at Grade 4. • Operates a mobile crane with lifting capacity more than 20 tonnes and up to and including 80 tonnes. • Non-Destructive Testing Technician Level 2 (as defined by AS 3998 - 1992). • Mechanical Fitter • Welder • Coded Welder • Pipe Fitter • Boilermaker • Mechanic • Carpenter • Sheetmetal Worker (1st Class) • Qualified Trade Other
Grade 6	<ul style="list-style-type: none"> • Operates a mobile crane with lifting capacity in excess of 80 tonnes and up to and including 180 tonnes. • Licensed Electrician
Grade 7	<ul style="list-style-type: none"> • Operates a crane with a lifting capacity in excess of 180 tonnes and up to and including 300 tonnes • Dual Trade Electrical Tradesperson • Instrument and Controls Tradesperson