



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Furmanite Australia Pty Ltd T/A TEAM Industrial Services Australia**  
(AG2024/584)

## **TEAM INDUSTRIAL SERVICES AUSTRALIA ENTERPRISE AGREEMENT 2022 – 2025**

Manufacturing and associated industries

COMMISSIONER YILMAZ

MELBOURNE, 3 APRIL 2024

*Application for approval of the TEAM Industrial Services Australia Enterprise Agreement  
2022 – 2025*

[1] An application has been made for approval of an enterprise agreement known as the *TEAM Industrial Services Australia Enterprise Agreement 2022 – 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Furmanite Australia Pty Ltd T/A TEAM Industrial Services Australia. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. 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. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A as are relevant to this application for approval and have been met.

[4] I observe that certain provisions of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 4.7.2 of the Agreement and the undertakings provided, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement is approved and in accordance with s.54, will operate from 10 April 2024. The nominal expiry date of the Agreement is 2 April 2027.



COMMISSIONER

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<AE524028 PR772902>

## Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/584

Applicant: Furmanite Australia Pty Ltd trading as TEAM Industrial Services Australia

### Section 185 – Application for approval of a single enterprise agreement

#### Undertaking – Section 190

I, David Byers, Director of Furmanite Australia Pty Ltd, have the authority given to me by TEAM Industrial Services Australia ("the Company") to give the following undertakings with respect to the TEAM Industrial Services Australia Enterprise Agreement 2022 – 2025 ("the Agreement"):

1. Abandonment of Employment under Clause 13.5 of the Agreement – the Company undertakes to amend the wording of Clause 13.5 to the following effect:

*"13.5.1: Where the absence of an Employee from work for a continuous period exceeding 3 working days without the consent of the Company and without notification to the Company, the Company shall provide notice to the Employee, in writing, that they have been deemed to have abandoned their employment.*

*13.5.2 Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an Employee has not established to the satisfaction of the Company that they were absent for reasonable cause, they shall be terminated by the Company on the grounds of Abandonment of Employment."*

*13.5.3 Within the period of 14 days from their last attendance at work, the Company will utilise email, telephony, and mail services to make contact with the Employee to notify them of the Company's intention to terminate employment.*

*13.5.4 An Employee who is unable to notify the Company of absence due to unforeseen hospitalisation or similar causes, shall be given the opportunity to explain the reason for the absence which may lead to reinstatement.*

*13.5.5 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later."*

2. Public Holidays under Clause 14.8 of the Agreement: the Company undertakes to remove the first sentence of the Clause in line with the Commissioner's advice, to the following effect:

~~"By agreement between the Company and the majority of Employees in the relevant workplace or section of the workplace, an alternative day may be taken as the public holiday in lieu of any of the prescribed days. The Company and an individual Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the workplace or relevant section of the workplace."~~

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

Signature: David Byers

Date: 22 March 2024

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

# **TEAM Industrial Services Australia**

## **ENTERPRISE AGREEMENT**

### **2022 - 2025**



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## **1 TITLE**

This document shall be known as the TEAM Industrial Services Australia Enterprise Agreement 2022 – 2025 (the Agreement).

## **2 PARTIES BOUND**

2.1 The parties to the Agreement are:

(a) Furmanite Australia Pty Ltd ACN 078 420 112 (the Company); and

(b) Employees of the Company based in any of the Australian Site Services Workshops engaged in work under the classifications set out in the Agreement at any of the Company's sites or locations or the Company's customers' sites or locations, where the Company requires work to be performed. (the Employees)

## **3 APPLICATION**

The Agreement shall apply to Employees based in any of the Australian Site Services Workshops of the Company and employed to provide emergency response, routine maintenance and commissioning services on industrial plant installations as described in clause 3.1(b) of the Agreement.

## **4 AWARDS AND THE NATIONAL EMPLOYMENT STANDARDS**

4.1 The terms and conditions of the Agreement replace the terms and conditions of:

4.1.1 any agreement or understanding in existence prior to the commencement of the Agreement; and

4.1.2 the Furmanite Australia Enterprise Agreement 2019-2022.

4.2 Subject to this clause, the Agreement incorporates by reference the terms of the Award as in operation from time to time.

4.3 In incorporating the Award terms by reference into the Agreement they are to be read as altered to incorporate any necessary changes resulting from them being provisions of an agreement rather than provisions of an Award.

4.4 The parties have not identified any Award term that was in operation just before the Agreement was made which would constitute "an unlawful or objectionable term" under the Fair Work Act 2009 (Act) (FW Act). However, if any such Award term exists, it is not incorporated into the Agreement.

4.5 Where there is any inconsistency between a provision in the Agreement and an incorporated Award provision, the provision in the Agreement shall prevail to the extent of any inconsistency.

4.6 To the extent that applicable Award allowances are adjusted from time to time and those adjusted allowances become greater than the equivalent allowance specified in the Agreement, those adjusted Award allowances are incorporated into the Agreement by reference and will take precedence.

4.7 The National Employment Standards (NES)

- 4.7.1 The Agreement is to be read in conjunction with statutory minimum conditions which apply at any given time. The NES are the minimum conditions which applied at the time of making the Agreement.
- 4.7.2 Employee entitlements regulated by the NES at the time of making the Agreement were maximum weekly hours of work, annual leave, personal leave, compassionate leave, parental leave, community service leave, long service leave, public holidays, termination of employment, redundancy and flexible work arrangements and the provision of the Fair Work Information Statement.
- 4.7.3 The terms of the Agreement apply in a manner that does not exclude the NES. That is, no provision of the NES is displaced by the Agreement but the NES provisions may be supplemented by the terms of the Agreement. Accordingly, the NES will continue to apply to the extent that any term of the Agreement is detrimental in any respect when compared with the NES.
- 4.7.4 If the statutory minimum conditions are changed during the life of the Agreement, the impact of the change on the entitlements which apply under the Agreement will be regulated by the relevant legislation. For example, the amendments may override the terms of the Agreement. Alternatively, the terms of the Agreement may be preserved, however the terms of the NES will only be capable of being preserved by the Agreement if they are expressly incorporated into the Agreement.

## 5 TERM OF OPERATION

The Agreement shall operate from 7 days after approval by the Fair Work Commission (FWC) and shall remain in force for a period of 3 years from the date the FWC approves the Agreement.

## 6 DEFINITIONS

**Agreement** means the Team Industrial Services Australia Enterprise Agreement – 2022 - 2025.

**Award** means the *Manufacturing and Associated Industries and Occupations Award 2020* as varied from time to time.

**Casual Employee** has the meaning set out in section 15A of the FW Act.

**FWC** means the Fair Work Commission.

**Company** means Furmanite Australia Pty Ltd.

**Customer stand down or lay day period** means when the customer specifically requires a stand down period, stand down day, rest day or lay day, which has been agreed by the Company.

**Employee** means an employee of the Company covered by the Agreement who is based in any of the Company's Australian Site Services Workshops.

**FW Act** means the *Fair Work Act 2009* (Cth).

**NES** means the *National Employment Standards* in the FW Act.

**Offshore** means work performed over water on oil and gas production facilities. Also known as "offshore rig work" and "offshore production platforms".

**Ordinary hours** mean an average of 36 hours per week, or as varied pursuant to the Schedules to the Agreement. Ordinary pay, ordinary rates, ordinary time shall have corresponding meanings.

**Overseas travel** means travel outside of the Asia Pacific region.

**Overseas work** means work performed in a country other than Australia.

**Site** means the premises, workshops or location of the Company and its customers.

**Technician** means an Employee as set out in 3.1(b) of the Agreement.

**Week** means that period of time commencing 12.00 midnight on Sunday and ending 12.00 midnight Sunday, 7 days hence.

## **7 BEST PRACTICE**

7.1 The parties agree that Best Practice is simply the "Better Way" of doing things – it is a process of constantly changing and adapting to new pressures and work methods. Best Practices are not fixed. It is the method of operation to achieve exemplary levels of performance. Best Practices are not restricted to an examination of cost, but also include quality and timely completion of work in a safe and efficient manner.

7.2 The Best Practices Programme includes:

- Understanding and measuring the needs of the customer
- Multi skilled workforce
- Flexible workforce committed to change
- Employee involvement
- Provision of healthy and safe working environment and work practice
- The achievement of excellence through continuous improvement.

7.3 Efficiency and Quality

The parties are committed to continuously improving efficiency and quality of work and as a consequence the following arrangements will be adopted:

7.3.1 Efficient Safe Working Practices and Active Safety Programmes – consistent with a goal of zero incidents;



- 7.3.2 Skills Enhancement – to develop/extend an Employee’s skills consistent with the productivity and flexibility requirements of the work to be completed and to extend the Employee’s competence so they can ideally perform the whole task, such as the addition of technological equipment that may be introduced by the Company during the period of the Agreement;
- 7.3.3 Promotion of Workplace Harmony – by combining effective grievance resolution, consultation with and involvement of Employees about their work and good management practices to prevent all disputation;
- 7.3.4 Flexible Assignment – where the Company may utilise an employee on any task that is within the Employee’s competence, qualifications, consistent with relevant statutory requirements and the Company’s duty to provide a safe and healthy work environment.

## **8 DISPUTE RESOLUTION PROCESS**

- 8.1 If a dispute relates to:
  - 8.1.1 a matter arising under the Agreement; or
  - 8.1.2 the NES;this term sets out procedures to settle the dispute.
- 8.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 8.3 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.
- 8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 8.5 The FWC may deal with the dispute in 2 stages:
  - 8.5.1 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
  - 8.5.2 If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - 8.5.2.1 arbitrate the dispute; and
    - 8.5.2.2 make a determination that is binding on the parties.
- 8.6 Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.
- 8.7 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
- 8.8 Any decision or binding outcome made by the FWC must not contravene, and must be consistent with, the applicable Codes of Practice for the Building and Construction Industry and associated Guidelines to those Codes of Practice or other such Regulations or Acts issued by the State or Federal Governments which seek

to impose minimum standards of practice and behaviour for the building and construction industry.

- 8.9 While the parties are trying to resolve the dispute using the procedures in this term:
- 8.9.1 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
  - 8.9.2 An Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
    - 8.9.2.1 the work is not safe; or
    - 8.9.2.2 applicable occupational health and safety legislation would not permit the work to be performed; or
    - 8.9.2.3 the work is not appropriate for the Employee to perform; or
    - 8.9.2.4 there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 8.10 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

## **9 CONSULTATION**

- 9.1 This term applies if:
- 9.1.1 the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - 9.1.2 the change is likely to have a significant effect on Employees of the enterprise.
- 9.2 In relation to changes to regular rosters or ordinary hours of work, sub-clause 9.12 of the Agreement applies.
- 9.3 The Company must notify the relevant Employees of the decision to introduce the major change.
- 9.4 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 9.5 If:
- 9.5.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - 9.5.2 the Employee or Employees advise the Company of the identity of the representative;
  - 9.5.3 the Company must recognise the representative.
- 9.6 As soon as practicable after making its decision, the Company must
- 9.6.1 discuss with the relevant Employees:

- 9.6.1.1 the introduction of the change; and
  - 9.6.1.2 the effect the change is likely to have on the Employees; and
  - 9.6.1.3 measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- 9.6.2 for the purposes of the discussion — provide, in writing, to the relevant Employees:
  - 9.6.2.1 all relevant information about the change including the nature of the change proposed; and
  - 9.6.2.2 information about the expected effects of the change on the Employees; and
  - 9.6.2.3 any other matters likely to affect the Employees.
- 9.7 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.8 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.9 If a term in the 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 subclauses 9.2, 9.4 and 9.6 are taken not to apply.
- 9.10 In this term, a major change is likely to have a significant effect on Employees if it results in:
  - 9.10.1 the termination of the employment of Employees; or
  - 9.10.2 major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
  - 9.10.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 9.10.4 the alteration of hours of work; or
  - 9.10.5 the need to retrain Employees; or
  - 9.10.6 the need to relocate Employees to another workplace; or
  - 9.10.7 the restructuring of jobs.
- 9.11 In this term, relevant Employees mean the Employees who may be affected by the major change.
- 9.12 The Company is required to consult the Employees to whom the Agreement applies about a change to their regular roster or ordinary hours of work. The Employees may appoint a representative for the purposes of consultation under this sub-clause. The Company is required to:
  - (i) provide information to the Employees about the change; and
  - (ii) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (iii) consider any views given by the Employees about the impact of the change.

## **10 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 10.1 The Company and an Employee covered by the Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 10.1.1 The Agreement deals with 1 or more of the following matters:
    - 10.1.1.1 arrangements about when work is performed;
    - 10.1.1.2 overtime rates;
    - 10.1.1.3 penalty rates;
    - 10.1.1.4 allowances;
    - 10.1.1.5 leave loading; and
  - 10.1.2 the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph 10.1.1; and
  - 10.1.3 the arrangement is genuinely agreed to by the Company and Employee.
- 10.2 The Company must ensure that the terms of the individual flexibility arrangement:
- 10.2.1 are about permitted matters under section 172 of the FW Act; and
  - 10.2.2 are not unlawful terms under section 194 of the FW Act; and
  - 10.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 10.3 The Company must ensure that the individual flexibility arrangement:
- 10.3.1 is in writing; and
  - 10.3.2 includes the name of the Company and Employee; and
  - 10.3.3 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
  - 10.3.4 includes details of:
    - 10.3.4.1 the terms of the Agreement that will be varied by the arrangement; and
    - 10.3.4.2 how the arrangement will vary the effect of the terms; and
    - 10.3.4.3 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
  - 10.3.5 states the day on which the arrangement commences.
- 10.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5 The Company or Employee may terminate the individual flexibility arrangement:
- 10.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 10.5.2 if the Company and Employee agree in writing — at any time.

## **11 EMPLOYEE INDUCTION**

New Employees are required to complete the Company induction process prior to commencing work. Employees are also required to comply with relevant Customer Site Induction Programmes which explain safety rules and regulations, site policies and other safety requirements.

## **12 CONTRACT OF EMPLOYMENT**

### **12.1 Full-time Employment (Weekly)**

Employees not specifically engaged as part-time or casuals shall be employed as full-time Employees, i.e. employed by the week.

### **12.2 Part-time Employment**

12.2.1 An Employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 36 hours per week.

12.2.2 Before commencing part-time employment, the Employee and Company must agree:

12.2.2.1 upon the hours to be worked by the Employee, the days upon which they will be worked and the commencing and finishing times for the work; and

12.2.2.2 upon the classification applying to the work to be performed in accordance with the Agreement.

12.2.3 Except as otherwise provided in the Agreement a part-time Employee is entitled to be paid for the hours agreed upon in accordance with 12.2.2.

12.2.4 The terms of the agreement between the Employee and Company referred to in 12.2.2 may be varied by agreement between the Company and the Employee.

12.2.5 The terms of the agreement between the Employee and the Company referred to in 12.2.2 or any variation to it shall be in writing and retained by the Company. A copy of the agreement and any variation to it shall be provided to the Employee by the Company.

12.2.6 The terms of the Agreement shall apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 36 hours.

#### **Overtime**

12.2.7 A part-time Employee, who is required by the Company to work in excess of the hours agreed upon in accordance with 12.2.2 and 12.2.4, shall be paid overtime in accordance with the applicable Schedule to the Agreement.

#### **Public Holidays**

12.2.8 Where the part-time Employee's normal paid hours fall on a public holiday prescribed in clause 14 of the Agreement and work is not performed by the Employee, such Employee shall not lose pay for the day. Where the Employee works on the holiday, such Employee shall be paid in accordance with the applicable Schedule to the Agreement.

### **12.3 Casual Employment**

- 12.3.1 A Casual Employee may be employed at any time for periods of engagement as required.
- 12.3.2 A Casual Employee for ordinary working time shall be paid the hourly rate applicable to their relevant classification of the applicable Workshop base rate set out in Schedule "A" and Schedule "B" plus 25% and these rates shall apply for all purposes, including overtime. This 25% casual loading is paid in lieu of the Casual Employee's entitlement to be paid annual leave, personal and carers leave, public holidays and any other entitlements not applicable to a Casual Employee.
- 12.3.3 Once a Casual Employee commences ordinary time work for the day, they must be afforded at least 4 hours work.

## **12.4 Payment of Wages**

### **12.4.1 Period of Payment**

Wages shall be paid weekly. This may be varied to fortnightly or monthly by agreement between the Company and the Employees.

### **12.4.2 Method of Payment**

Wages shall be paid by electronic funds transfer into a bank (or other recognised financial institution) account or accounts specified by the Employee.

## 13 TERMINATION OF EMPLOYMENT

13.1 The minimum period of notice or payment in lieu of notice that the Company must give an Employee to terminate their employment will be in accordance with the NES as follows:

### 13.2 Notice Period

13.2.1 In order to terminate the employment of an Employee, the Company shall give to the Employee the following notice in accordance with the NES:

**Employee's Period of  
Continuous Service with  
the Company at the end of  
the day the notice is given**

**Period of Notice**

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

13.2.2 In addition to the notice in subclause 13.2.1 of the Agreement, Employees over 45 years of age and with not less than 2 years' continuous service at the end of the day notice is given shall be entitled to an additional week's notice.

13.2.3 Payment in lieu of the notice prescribed in subclause 13.2.1 and 13.2.2 of the Agreement shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

13.2.4 Payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the Employee because of the employment continuing during that period.

13.2.5 The period of notice in this clause shall not apply in the case of termination of a Casual Employee or Employees engaged for a specific period of time or for a specific task or tasks, or in the case of termination in circumstances justifying dismissal without notice.

13.2.6 For the purpose of this clause, continuity of service shall be calculated in the manner prescribed in the NES.

13.2.7 Where the Company has given an Employee notice of termination, the Employee shall be allowed, at a time agreed to by the Company, up to one day off without loss of pay for the purpose of seeking other employment.

### **13.3 Termination of Employment by Employee**

- 13.3.1 Employment is terminable by an Employee in accordance with the scale outlined above, except that there is no additional notice required for Employees over 45, provided that a lesser period may be mutually agreed.
- 13.3.2 If an Employee fails to give or to work out the period of notice, in the absence of agreement as set out in subclause 13.3.1, the Company shall have the right to withhold moneys due to the Employee of a maximum amount equal to the ordinary time rate of pay for the period of notice not given or worked where there is specific consent from the Employee to the deduction.

### **13.4 Statement of Employment**

Upon request by the Employee, a written statement specifying period of employment, classification and work performed will be provided.

### **13.5 Abandonment of Employment**

- 13.5.1 The absence of an Employee from work for a continuous period exceeding 3 working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the Employee has abandoned their employment.
- 13.5.2 Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an Employee has not established to the satisfaction of the Company that he was absent for reasonable cause, they shall be deemed to have abandoned their employment.
- 13.5.3 An Employee who is unable to notify the Company of absence due to unforeseen hospitalisation or similar causes, shall be given the opportunity to explain the reason for the absence which may lead to reinstatement.
- 13.5.4 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

### **13.6 Summary Dismissal**

Notwithstanding the provisions of subclauses 13.2.1 and 13.2.2 of the Agreement, the Company shall have the right to dismiss an Employee, without notice, for serious misconduct. In such cases wages shall be paid up to the time of dismissal only.

## **14 PUBLIC HOLIDAYS**

### **14.1 Prescribed Public Holidays**

- 14.2 The entitlements to public holidays available to Employees covered by the Agreement will be in accordance with the NES as follows:



14.3 Subject to the terms of this clause a full-time Employee shall be entitled, without loss of ordinary pay, to public holidays as follows:

New Year's Day	Anzac Day
Australia Day	King's Birthday
Labour Day or Eight Hours' Day	Christmas Day
Good Friday, Easter Saturday and Easter Monday.	Boxing Day (In Whyalla, SA, Proclamation Day (26 December) shall be observed instead of Boxing Day)

14.4 Employees are not entitled to public holidays that occur outside their place of residence.

14.5 Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

14.6 In addition to the public holidays prescribed above, full-time Employees are entitled to one additional public holiday without loss of pay. The additional public holiday which applies in each State is that as gazetted by the local or state government.

14.7 For the purpose of the Agreement:

14.7.1 When Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.

14.7.2 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

14.8 By agreement between the Company and the majority of Employees in the relevant workplace or section of the workplace, an alternative day may be taken as the public holiday in lieu of any of the prescribed days. The Company and an individual Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the workplace or relevant section of the workplace.

#### **14.9 Part-time Employees**

14.9.1 Refer to 12.2.8 of the Agreement to determine the public holiday entitlements of part-time Employees.

#### **14.10 RDO's falling on Public Holidays:**

14.10.1 Where an RDO coincides with a public holiday as prescribed within the Agreement then the relevant Employee, by agreement with management, may have one of the following choices:

14.10.1.1 take the next ordinary working day immediately following the Public Holiday, or an alternative day; or

14.10.1.2 have a day added to the period immediately following their annual leave (this day does not attract annual leave loading); or

14.10.1.3 be paid 1 day's ordinary pay for the day.

## **15 ANNUAL LEAVE**

15.1 The entitlements to annual leave available to Employees (other than a Casual Employee) covered by the Agreement will be in accordance with the NES as follows:

- 15.1.1 A loading of 17.5% will be paid in addition to payment for the leave taken. This 17.5% loading is for the notional loss of opportunity to work overtime during periods of annual leave.
- 15.1.2 An Employee may elect to forego an amount of credited annual leave as permitted by the NES and receive payment in lieu of the annual leave provided that:
  - 15.1.2.1 the Employee gives the Company a written election to forgo the amount of annual leave; and
  - 15.1.2.2 the Company authorises the Employee to forgo the amount of annual leave; and
  - 15.1.2.3 The Employee retains a balance of at least 4 weeks annual leave after the cashing out.
- 15.1.3 If an Employee forgoes an entitlement to take an amount of annual leave, the Company shall deduct that amount of annual leave from the Employee's credited accrued annual leave.

## **16 PERSONAL/ CARER'S LEAVE AND COMPASSIONATE LEAVE**

### **Personal/ Carer's Leave (includes 'Sick Leave')**

16.1 Employees are entitled to personal/ carer's leave and compassionate leave in accordance with the NES as follows.

16.2 Employees (excluding casuals) are entitled to paid personal leave:

- 16.2.1 because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee (sick leave); or
- 16.2.2 to provide care or support to a member of the employee's immediate family, or a member of the Employee's household, who requires care or support because of:
  - 16.2.2.1 a personal illness, or personal injury, affecting the member; or
  - 16.2.2.2 an unexpected emergency affecting the member (carer's leave).

16.3 Full-time Employees will accrue paid personal leave at the rate of ten days per annum. Part-time Employees will accrue paid personal leave calculated as a pro-rata amount of the full-time entitlement.

16.4 Paid personal leave accrues based on the ordinary hours of work and is cumulative. Personal leave is not payable on termination of employment.

16.5 If an Employee has exhausted his/her paid personal leave entitlements, the Employee is entitled to an additional 2 days' unpaid carer's leave per occasion in

the event of illness or injury of, or an unexpected emergency affecting, an immediate family member or member of the Employee's household.

16.6 A Casual Employee is entitled to 2 days' unpaid carer's leave per occasion to provide care or support to a member of the Casual Employee's immediate family or household in the event of their illness or injury or in the case of an unexpected emergency affecting them.

16.7 If an Employee needs (or needed) to take personal leave (paid or unpaid) in accordance with this clause, the Employee must notify the Company of the need as soon as practicable. The Company reserves the right to require the Employee to submit a medical certificate or statutory declaration for any personal leave taken (paid or unpaid) in accordance with the FW Act.

16.8 For the purposes of the Agreement, immediate family means the Employee's spouse (including former, defacto and former defacto) or child, parent, grandparent, grandchild or sibling of the Employee or the Employee's spouse.

### **Compassionate Leave**

16.9 In addition to the entitlement to personal leave, full time and part time Employees are entitled to two days' paid compassionate leave per occasion in the following circumstances:

16.9.1 to spend time with a member of the Employee's immediate family or household who contracts or develops an illness or who sustains an injury that poses a serious threat to their life; or

16.9.2 after the death of a member of the Employee's immediate family or household

16.10 A Casual Employee is entitled to 2 days' unpaid compassionate leave per permissible occasion (as described above).

16.11 If an Employee needs (or needed) to take compassionate leave (paid or unpaid) in accordance with this clause, the Employee must notify the Company of the need as soon as practicable. The Company reserves the right to require the Employee to provide the Company with any evidence that it reasonably requires of the illness, injury or death.

## **17 FAMILY AND DOMESTIC VIOLENCE LEAVE**

17.1 Family and domestic violence leave will be in accordance with the NES.

## **18 LONG SERVICE LEAVE**

Employees covered by the Agreement shall be entitled to long service leave on the following basis:

18.1 Victorian based Employees, in respect of their service with the Company prior to 1 July 2001, accrue their long service leave entitlement on the basis of 0.866 weeks per year of completed service.

- 18.2 Victorian based Employees in respect of their service on and from the first full pay period on or after 1 July 2001, accrue their entitlement to long service leave on the basis of 1.3 weeks per year of completed service or pro-rata thereof.
- 18.3 Non-Victorian based Employees, the Long Service Leave entitlement from 1<sup>st</sup> January 2005 is at the rate of 13 weeks paid leave for 10 years service (for service after 1<sup>st</sup> January 2005). Long service leave entitlements prior to 1<sup>st</sup> January 2005 are at the rate of 13 weeks paid leave for 15 years service.
- 18.4 Employees are entitled to payment for a proportionate amount of long service leave upon termination of employment when their entitlement to long service leave is greater than or equal to 9.1 weeks and less than 13 weeks.
- 18.5 Long service leave will be able to be taken when their entitlement to long service leave is greater than or equal to 13 weeks, or earlier by agreement between the Company and the Employee.
- 18.6 Any public holidays which fall during a period of long service leave shall not be absorbed into the period of long service leave.
- 18.7 An Employee may elect to forego an amount of long service leave entitlement and receive payment in lieu of the amount of long service leave entitlement, provided that:
- 18.7.1 It is permitted under the laws of the state where the Employee is based; and
  - 18.7.2 the Employee gives the Company a written election to forgo the amount of long service leave; and
  - 18.7.3 the Company authorises the Employee to forgo the amount of long service leave.
- 18.8 All other conditions will be in accordance with the NES, except as set out in clause 18.7 of the Agreement.
- 18.9 The Company will not be required to make contributions under any State law in relation to long service leave or which provides any benefits in the nature of, or in respect of, long service leave, except as set out in clause 18.10 and 18.11 of the Agreement.
- 18.10 Western Australian Employees will be covered by the WA Construction Industry Long Service Leave Fund with respect to their long service leave where they perform work covered by the *Construction Industry Portable Paid Long Service Leave Act 1985* (WA).
- 18.11 Victorian Employees will be covered by Co-Invest with respect to their long service leave where they perform work covered by the *Construction Industry Long Service Leave Act 1997* (Vic).
- 18.12 Any contributions made under a state law in relation to long service leave is in substitution for the Employee's period of service applicable under the remainder of this clause and there shall be no double counting of service periods which attract long service leave payments.

## **19 JURY SERVICE**

An Employee (other than a Casual Employee) required to attend for jury service during ordinary working hours will be reimbursed by the Company an amount equal

to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

An Employee to qualify for payment must notify the Company as soon as practicable of the date upon which they are required to attend for jury service and must provide the Company with satisfactory proof of this attendance, the duration of such attendance and the amount received in respect thereof.

## **20 PARENTAL LEAVE**

The entitlements to parental leave available to Employees covered by the Agreement will be as permitted by the NES.

## **21 CLOTHING AND PROTECTIVE EQUIPMENT**

Employees are to be provided with all necessary safety equipment to safely perform their duties by the relevant manager / supervisor, with replacement of damaged items on an as necessary basis.

Employees will wear and use such safety equipment provided for Employees' protection.

Additional special safety equipment necessary for a particular task shall be provided by the Company.

For permanent Employees, a suitable jacket and Safety boots / shoes will be supplied and their replacement is on a "fair wear and tear" basis.

The Company will provide Employees with three sets of coveralls annually and/or on an "as needed" basis. Coveralls will be replaced on a fair wear and tear basis and will remain the property of the Company. An Employee may opt to receive a pair of work trousers and a shirt in lieu of a pair of coveralls.

Where the Company does not provide a laundry service or laundry facilities, a laundry allowance is paid to permanent Employees through payroll on a weekly basis.

It is a condition of employment that Employees will wear the protective clothing issued to them by the Company.

Employees who prefer to use Prescription Safety Glasses (rather than safety goggles over normal prescription glasses) will be reimbursed for 100% of the cost of purchasing such glasses to a maximum of \$300.00 every two years on presentation of a receipt.

### **21.1 Theft of tools**

Where Employees use their own tools, that are relevant to the Company's work, and have provided the Company with a written record of their personal toolbox and its contents and secure their tools, when not in use in a locked toolbox, if an

Employee's personal tooling or toolbox is stolen on site and where a record of the toolbox contents exists with the Company, the Company will replace the stolen items.

### **21.2 Working in the rain**

Subject to OH&S provisions Employees may be required to work in the rain. In these cases they shall be provided with suitable protective clothing and/or footwear.

### **21.3 Hygiene wash up time**

Where an Employee has been working in an excessively dirty area/job and it is apparently clear to their Supervisor that such an Employee will require additional time at the completion of the job/shift to clean himself/herself, then on request by the Employee, the Supervisor will allow the Employee reasonable time for such purposes.

## **22 WORKERS COMPENSATION**

In areas of workers compensation and rehabilitation the standards of the applicable Injury Management and Workers Compensation legislation will apply.

## **23 CONSULTATIVE COMMITTEE**

23.1 To assist in creating a stable and cooperative environment, a consultative committee comprising Employee representatives and management representatives will operate.

### **23.2 Functions of the Committee**

23.2.1 The following are some functions of the committee, but not limited to:

- 23.2.1.1 To understand the objectives and plans of the Company;
- 23.2.1.2 To identify problems and work cooperatively to develop solutions;
- 23.2.1.3 To examine ways and means of doing things a "better way."
- 23.2.1.4 To discuss mechanisms and procedures on issues such as:
- 23.2.1.5 Efficiency, productivity and competitiveness measures;
- 23.2.1.6 Any other issue that is conducive to improving Company / Employee relationship and beneficial to the overall site efficiency and productivity measures and outcomes;

The Consultative Committee shall meet quarterly, unless otherwise agreed by the committee members.

## **24 SUPERANNUATION**

24.1 In accordance with the Superannuation Legislation, the Award provisions and subject to the terms and conditions of the relevant superannuation fund trust deed, the Company will contribute on behalf of each Employee the following:

**24.2 SGC Percentage: 11.0%**

- 24.3 Employees have the opportunity to choose their own complying superannuation fund (subject to the provisions of the Award and Superannuation Legislation).
- 24.4 If an Employee does not choose a complying superannuation fund, the Company will nominate the MySuper MLC Master Key Business Fund (or its successor) as the default fund.
- 24.5 Provided, if during the life of the Agreement the current percentage as prescribed at 24.2 above is changed by legislation to an amount higher than 11.0% then that higher amount shall apply as legislated.
- 24.6 While legislation allows it and there is no cost to the Company, Employees may apply in writing to the Company to make salary sacrifice contributions to superannuation from their gross earnings.

## **25 INCOME PROTECTION**

The Company will provide income protection insurances (sickness and accident) with a maximum waiting period of 21 days for all Employees up to the age of 65 (other than a Casual Employee) covered by the Agreement via insurance policy, self-insurance or other means as the Company may determine.

For the life of the Agreement the overall cost will not exceed 1.54% (including GST and stamp duty) of payroll for the work performed under Schedule "A" of the Agreement and will not exceed 2.4397% (including GST and stamp duty) of payroll for the work performed under Schedule "B" of the Agreement. The scheme will be introduced no later than 30 days after the date of commencement of the Agreement.

The abovementioned income protection insurances are in lieu of normal wages, penalties, loadings, allowances or other like payments for all time an Employee is unable to attend work due to accident, illness or injury, whether established by award, industry standard or otherwise.

Employees agree to the Company releasing required personal details to the insurer for the purposes of administering the insurances.

## **26 REDUNDANCY**

From the first full pay period after commencement of the Agreement the Company shall contribute on behalf of each full-time Employee a weekly amount of \$59.20 to Incolink or NEST or a comparable recognised fund. The weekly payment will be prorated on a daily basis for periods of service less than an ordinary working week of five (5) days. This shall be paid in lieu of any other redundancy/severance payments or any other like payments whether established by award, legislation or other agreement, including any period of continuous service. Should the selected fund become subject to fringe benefits taxation, or any other taxation, the weekly contribution will include the taxation. Employees agree to the Company releasing required personal details to the selected fund for the purposes of administering the fund.

## SCHEDULE “A”

This Schedule will apply to all work carried out by Employees of the Company who are based in the Australian Site Services Workshops, but does not include work as set out in Schedule “B”. To the extent of any inconsistency between the provisions of this Schedule and any other provisions of the Agreement, the provisions of this Schedule shall apply.

### 1 HOURS OF WORK

In line with the objectives of the Agreement and in the interest of achieving optimum productivity, maximum flexibility in working hours and work practices will be required to facilitate working arrangements that best serve the needs of the Company.

#### 1.1 Ordinary Hours

The ordinary hours of work shall be an average 36 per week and may be worked on any or all of the days of the week Monday to Friday inclusive between the hours of 6.00am to 6.00pm.

1.2 Subject to the terms of this clause, such ordinary hours shall be worked continuously except for meal breaks. Ordinary hours, including the span of ordinary hours, may be altered by mutual agreement between the Company and the Employee or Employees in the section or sections concerned.

1.3 Subject to the terms of this clause the ordinary hours of work prescribed herein shall not exceed 10 on any day, provided that;

1.3.1 In any arrangement of ordinary working hours where the ordinary working hours are to exceed an average of 8 hours on any day, the arrangement of hours shall be subject to agreement between the Company and the Employee or Employees in the section or sections concerned; and

1.3.2 By arrangement between the Company and the Employee or Employees in the section or sections concerned, ordinary hours not exceeding 12 on any day may be worked.

#### 1.4 Rostered Day Off (RDO)

1.4.1 Employees work to a 36 hour week with one Rostered Day Off per fortnight as per the following example:

**Week 1:** The Employee works 40 ordinary hours Monday to Friday or 8 hours per day. The Employee is paid for 36 hours per week, or 7.2 ordinary hours per day. 0.8 hours each day is banked as RDO accrual which is equal to 4 hours per week.

**Week 2:** The Employee works 32 ordinary hours Monday to Thursday or 8 hours per day. 0.8 hours each day is banked as RDO accrual, equal to 3.2 hours over the week. The Employee takes Friday as an RDO of 7.2 hours, 4 hours from the first week and 3.2 from the second week.

This means that over the fortnight, the Employee will have worked 40 ordinary hours in the first week, plus 32 hours in the second week, a total of 72 hours per fortnight, or an average of 36 hours per week.



- 1.4.2 RDOs can be rostered to be taken on any day of the week by agreement between the Employee and the Company. That agreement shall not unreasonably be withheld.

For the avoidance of doubt and for the purpose of an example only, If prior to a 2 week job an Employee seeks agreement from the Company that immediately following the job the Employee can take a RDO where there is no work planned, then that agreement shall not unreasonably be withheld. If while on the 2 week job the Employee seeks agreement from the company that immediately following the job the Employee can take a RDO where there now is work planned, then that agreement may reasonably be withheld.

- 1.4.3 Where for operational reasons it is necessary to do so, the Company may re-schedule RDOs.
- 1.4.4 Employees may bank a maximum of 5 RDOs. Up to a further 5 RDOs may be banked on agreement between the Company and the Employee. Banked RDO's in excess of 10 days may be paid out to the Employee by agreement between the Employee and the Company, payable at single time rate.
- 1.4.5 If a rostered RDO is worked the RDO is paid at single time rate and the day worked is paid as a normal day of work. When on an RDO and called back to work after the start of a normal day, call back applies.
- 1.4.6 An Employee may elect to forego an entitlement of accrued RDOs and receive payment at single time rate in lieu of the RDOs, at the time the election is made, provided that:
- 1.4.6.1 the Employee gives the Company a written election to forgo the amount of RDOs; and
  - 1.4.6.2 the Company authorises the Employee to forgo the amount of RDOs.
- 1.4.7 Accrued RDOs are to be paid out on termination.

## 2 SHIFT WORK

- 2.1 **Afternoon shift** means any shift comprising ordinary hours which finishes after 6.00pm and at or before midnight.
- 2.1.1 **Payment for Afternoon shift:** For the first 5 afternoon shifts worked Employees are paid double time. Thereafter, Employees are paid 115% of their base rate for the first 8 hours of each shift worked with any remaining hours worked paid at double time. Hours worked on Saturday and Sunday afternoon shift, are paid at double time.
  - 2.1.2 **Change to shift work:** When an Employee is instructed that they may have to work an afternoon shift, they are normally given the day portion off before the shift begins. No claim for the day hours is allowed (unless they are worked) on the day of change to a short shift.
- 2.2 **Continuous shift Work** means ordinary hours of work carried on with consecutive shifts of people throughout the 24 hours of each of at least 6 consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

- 2.3 **Night shift** means any shift comprising ordinary hours finishing subsequent to midnight and at or before 8.00am.
- 2.3.1 **Payment for Nightshift:** For the first 5 weeknights worked Employees are paid double time. Thereafter, Employees are paid 130% of their base rate for the first 8 hours of each shift worked with any remaining hours worked paid at double time. Hours worked on Saturday and Sunday night shift, are paid at double time.
- 2.3.2 **Change to shift work:** When an Employee is instructed that they may have to work a night shift, they are normally given the day portion off (10 hours) before the shift begins. No claim for the day hours is allowed (unless they are worked) on the day of change to a short shift.
- 2.4 **Change back to day work following a shift:** A claim for 8 hours at ordinary single time rates is permitted for coming off a shift and returning to day work including weekends and public holidays.
- 2.5 **Cancelled Shift:** If an Employee is off work in preparation for an afternoon or night shift and that shift is cancelled before it begins then the Employee is entitled to claim the change back to day work in clause 2.3 above.
- 2.6 **Customer stand down** or lay periods where the customer has specifically required a stand down period, stand down day, rest period or lay day are paid to Employees at ordinary single time rates or at the rate the customer paid the Company where that is greater.
- 2.7 **Offshore:** The Employee will be paid ordinary time for day work for the first 8 hours with the remaining hours of the shift worked at double time, Monday to Friday. Work Saturday and Sunday shall be paid at double time rate until the completion of the shift.
- 2.7.1 If required to work a night shift offshore, night shift as per clause 2.3 of "Schedule A" applies.
- 2.7.2 In the event of Employees being required to work beyond the customer's normal work cycle offshore, all hours outside the normal work cycle will be paid at double time.
- 2.7.3 The offshore work formats set out above are not applicable to the work set out in Schedule "B" of the Agreement.
- 2.8 **10 Hour Break:** A 10 hour break must be taken before changing shift status and in the absence of a 10 hour break, double time penalty rates apply until such time as a 10 hour break is taken.
- 2.9 Except at the changeover of shift an Employee shall not be required to work more than 1 shift in each 24 hours.
- 2.10 20 minutes shall be allowed to shift workers each ordinary shift for a meal break which shall be counted as time worked.
- 2.11 A shift worker shall not be required to work more than 6 hours from the commencement time of their ordinary shift without a break for a meal.
- 2.12 **Variation by Agreement:** The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the Employee or Employees concerned in the section or sections concerned to suit the

circumstances of the business. Provided where no agreement is reached 7 days notice of change of shift hours starting and finishing times will be applicable.

## **2.13 Hours – Shift Work**

- 2.13.1 The ordinary hours of shift workers shall average 36 hours per week;
- 2.13.2 Provided that and subject to 2.13.3 where the Company and the Employee or Employees in the work section or sections concerned agree a roster system may operate on an alternate basis;
- 2.13.3 Subject to the following conditions, such shift workers shall work at such times as the Company may require. A shift shall consist of not more than 10 hours inclusive of crib time.
- 2.13.4 Provided that:
  - 2.13.4.1 In any arrangement of ordinary working hours where the ordinary working hours are to exceed an average of 8 hours on any shift the arrangement of hours shall be subject to agreement between the Company and the Employee or Employees in the work section or sections concerned; and
  - 2.13.4.2 By agreement between the Company, and the Employee or Employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked.

## **3 MEAL BREAKS IN ORDINARY HOURS**

This clause applies to meal breaks in ordinary hours only.

- 3.1 Employees shall be entitled to an unpaid meal break of 30 minutes in duration;
- 3.2 Such meal break shall be taken between the fourth and sixth hours from the daily commencement time of the Employee or Employees rostered ordinary hours;
- 3.3 Where a meal break is not taken prior to the commencement of the 6<sup>th</sup> hour, overtime rates will apply until such time as a meal break has commenced.
- 3.4 To allow for continuity of work, meal breaks may be staggered.
- 3.5 With pre-approval, an Employee or Employees may be entitled to a paid meal break of 30 minutes duration where an Employee is working for 12 hours or more. This will only be approved when a client has agreed in writing, prior to the commencement of work, to fully cover the costs of the paid meal break.

## **4 REST PERIOD IN ORDINARY HOURS**

In ordinary hours, Employees shall be entitled to a paid rest period of 10 minutes duration in the first half of their day/shift work. Such rest period to be taken at a time as will not unreasonably interfere with the continuity of work.

## **5 OVERTIME**

### **5.1 Payment for Working Overtime**

- 5.1.1 For all work performed outside ordinary hours the rates of pay shall be time and a half for the first two hours and double ordinary time rates thereafter, such double time to continue until the completion of the overtime work.
- 5.1.2 Except as provided in this subclause, in computing overtime, each day's work shall stand alone.
- 5.1.3 For the purposes of this clause ordinary hours shall mean the hours worked in accordance with clauses 1 or 2 of this Schedule.
- 5.1.4 The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 36.

## **5.2 Saturday, Sunday, Public Holiday Work**

- 5.2.1 An Employee required to work overtime on a Saturday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate except where it is continuous with overtime commenced on the day previous.
- 5.2.2 An Employee required to work overtime on a Sunday, or Public Holiday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate except where it is continuous with overtime commenced on the day before.

### **5.2.3 Saturday Overtime**

Overtime hours worked on Saturday shall be paid for at the rate of time and 1 half ordinary time rates for the first two hours and double time thereafter.

### **5.2.4 Sunday Overtime**

Overtime hours worked on a Sunday shall be paid for at the rate of double ordinary time rates.

### **5.2.5 Public Holiday Overtime**

Overtime hours worked on a Public Holiday shall be paid for at the rate of triple ordinary time rates for the first 8 hours worked and double and 1 half ordinary time rates for the remainder of hours worked. The triple ordinary time rate of payment is in lieu of pay for the public holiday.

## **5.3 Requirement to Work Reasonable Overtime**

All Employees will be expected to work reasonable overtime at overtime rates. The assignment of overtime by the Company to an Employee shall be based on specific work requirements.

## **5.4 Rest Period After Overtime**

- 5.4.1 When overtime work is necessary it shall, wherever reasonably practicable, be arranged so that Employee have at least 10 consecutive hours off duty between the work of successive days including weekends and public holidays.
- 5.4.2 An Employee (other than a Casual Employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such overtime

until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 5.4.3 If on the instructions of the Company such an Employee resumes or continues work without having had such 10 consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 5.4.4 The provisions of this subclause shall apply in the case of all shift workers as if 8 hours were substituted for 10 hours when overtime is worked:
  - 5.4.4.1 For the purpose of changing shift; or
  - 5.4.4.2 Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
  - 5.4.4.3 Where a shift is worked by arrangement between the Employees themselves.

## **5.5 Call Back/ Call Out in Overtime**

- 5.5.1 An Employee who is called back to work overtime after ceasing work will be paid a minimum of 4 hours work at the double time rate. The Employee will also receive the call back allowance as specified in Schedule "A".
- 5.5.2 Subclause 5.5.1 shall not apply in cases where it is customary for an Employee to return to the Company's premises to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 5.5.3 Overtime worked in the circumstances specified in subclause 5.5.1 of Schedule "A" of the Agreement shall not be regarded as overtime for the purpose of clause 5.4 of Schedule "A" of the Agreement, Rest Period After Overtime, when the actual time worked is less than 3 hours on the call back or multiple of call backs.
- 5.5.4 If the Employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next ordinary working day they shall be entitled to the 4 hour minimum double time payment provided for in this clause for each call back.
- 5.5.5 An Employee who commences a call back within 4 hours, prior to the normal starting time, and who has had 10 consecutive hours off duty in accordance with subclause 5.4 of Schedule "A" of the Agreement prior to commencing the call back, will be required to continue to work their normal shift at ordinary time.

## **5.6 Standing By in Overtime**

Where an Employee is specifically required by the Company to hold themselves in readiness to work after ordinary hours, the Employee will be paid standing by time at the Employee's ordinary rate for the time they are standing by.

For the avoidance of doubt and for the purpose of an example only, if an Employee is required by the Company to hold themselves in readiness to work after ordinary hours by waiting for 3 hours for a customer call in anticipation of work to be done, then those 3 hours will be standing by time.

## **5.7 Rest Breaks in Overtime**

- 5.7.1 An Employee working overtime shall be allowed a rest break of 20 minutes without deduction of pay after each 4 hours of overtime worked if the Employee continues work after the rest break has been taken.
- 5.7.2 Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an Employee, before starting the overtime, is entitled to a paid rest break of 20 minutes.

The Company and an Employee may agree to any variation of clause 5.7 of the Agreement to meet the circumstances of the work in hand provided that the Company is not required to make any payment in excess of or less than what would otherwise be required under clause 5.7 of the Agreement.

## **5.8 Meal Allowance in Overtime**

- 5.8.1 An Employee after working more than 2 hours of overtime without being notified on the previous day or shift, or earlier, that the Employee will be required to work overtime, can chose to be supplied with a meal by the Company or be paid the meal allowance in clause 6.3 ("Meal Allowance Amount") of the Agreement.

## 6 PAY RATES AND ALLOWANCES

- 6.1 The all-purpose rates of pay for the Australian Site Services Workshops and the allowances documented in this Schedule are paid by the Company in consideration of all disabilities and competencies associated with work to be performed by Employees, except for work performed as set out in Schedule “B” of the Agreement, whether established by Award or otherwise, for special rates, incentives, bonuses, current or future disabilities, location allowances, industry allowances or any industry standards however termed.

### 6.2 Australian Site Services Workshops.

The Company will determine, on employment and from time to time, the classification an Employee comes within. The equivalent classifications in the incorporated award for classification levels D through A in the Agreement is C10 (tradesperson) and for Level E is C14 to C11 (non-tradesperson).

Classifications and pay rates from the first full pay period following the date of commencement of the Agreement:

From Saturday **1 July 2023** *[EBA Year 1 = 6% rate increase]*:

Classification	Hourly Rate (\$)	Weekly Rate (\$) (36 hours)
Level E	37.75	1,358.88
Level D	45.10	1,623.71
Level C	49.61	1,785.89
Level B	52.12	1,876.33
Level A	56.72	2,041.94

From Monday **1 July 2024** *[EBA Year 2 = 4% increase to above (2023) rates]*:

Classification	Hourly Rate (\$)	Weekly Rate (\$) (36 hours)
Level E	39.26	1,413.23
Level D	46.91	1,688.66
Level C	51.59	1,857.32
Level B	54.21	1,951.38
Level A	58.99	2,123.62

From Monday **30 June 2025** *[EBA Year 3 = 3% increase to above (2024) rates]*:

Classification	Hourly Rate (\$)	Weekly Rate (\$) (36 hours)
Level E	40.43	1,455.63
Level D	48.31	1,739.32
Level C	53.14	1,913.04
Level B	55.83	2,009.92
Level A	60.76	2,187.33

**Technical Supervisors** – receive 110% of the ordinary rate of pay applicable to that Employee’s classification (E through A above).

**Supervisors Level 1** – receive 122% of the ordinary rate of pay of the highest classification (E through A above) of Employees supervised.

**Level A** – An Employee not classified at Level A is entitled to be paid at Level A classification for work they perform where the Company has designated them as being in charge of 3 or more people.

### **6.3 MEAL ALLOWANCE AMOUNT**

An Employee after working more than 2 hours of overtime without being notified on the previous day or shift, or earlier, that the Employee will be required to work overtime, can choose to be supplied with a meal by the Company or be paid the meal allowance of \$14.70, as set out in clause **Error! Reference source not found.** of the Agreement, except whilst performing work under Schedule “B” of the Agreement.

### **6.4 DAILY TRAVEL ALLOWANCE**

A daily travel allowance is payable to permanent Employees not provided with a Company supplied ride to work. The allowance is not payable when the Employee is supplied with a ride to work or when the Employee is away from the workshop on a job and is being transported to and from the worksite. The allowance is \$12.33 flat per day taxed.

### **6.5 TRAVEL TIME**

Travel time during ordinary hours is paid at single time rate. Travel outside of ordinary hours is paid at the relevant penalty rate.

The exception to this is overseas travel which is paid at single time regardless of the day or time travelling. Overseas travel begins once you enter customs at the departure end and ends once you clear customs at the destination.

### **6.6 LAUNDRY ALLOWANCE**

Where the Company does not provide a laundry service or laundry facilities, Employees are paid \$7.97 flat per week taxed through payroll as an allowance for the cleaning of clothing.

### **6.7 FIRST AID ALLOWANCE**

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's Ambulance or similar body shall be paid a weekly allowance of \$17.16 flat per week if appointed by the Company to perform first aid duty.

### **6.8 TOOL ALLOWANCE**

The Employee may apply for payment of tool allowance by submitting a list of their tools to the Company. Upon approval by the Company of the list of tools, the Employee shall be paid an allowance of \$14.69 flat per week for supplying and maintaining tools ordinarily required in the performance of their work as a tradesman.

### **6.9 USE OF VEHICLE ALLOWANCE**



Where an Employee reaches agreement with the Company to use their own motor vehicle on the Company's business, the Employee shall be paid an allowance of \$0.78 cents per kilometre travelled.

## 6.10 INCIDENTALS WORK RELATED EXPENSES

The Company will pay all reasonable expenses such as accommodation, meals and laundry incurred by Employees of the Company who are required to stay away from home on a work-related job, but the Company will not pay for alcohol. Employees must provide detailed receipts for all expenses incurred.

## 6.11 LIVING AWAY FROM HOME ALLOWANCE

Living away from home is classified in three levels as follows:

**Standard (LAHL)** \$55.00 per night flat taxed living away situations in Australia where Employees of the Company are accommodated in hotels/motels with meal, social and reasonable medical facilities nearby.

**Remote (LAHR)** \$69.30 per night flat taxed – living away situations in Australia where Employees of the Company are required to be accommodated in 'camp' or 'single-persons' type quarters.

**Offshore (LAHO)** \$83.60 per night flat taxed – all offshore rig work and overseas work, except work performed under Schedule "B" of the Agreement.

## 6.12 SITE ALLOWANCES

- 6.12.1 For work performed by Employees at the ASC site services workshop, \$1.00 flat per hour taxed on ordinary hours worked only, in addition to the applicable base rate of pay per hour taxed as set out in clause 6.2 of Schedule "A" of the Agreement.
- 6.12.2 For work performed by Employees at the following sites, the all purpose amounts set out below will be paid per hour taxed, in addition to the applicable base rate of pay per hour taxed as set out in clause 6.2 of Schedule "A" of the Agreement

<b>Shell Geelong Site Allowance:</b>	\$2.38
<b>Latrobe Valley Power Industry Sites as specified below:</b> <ul style="list-style-type: none"><li>▪ Hazelwood Power Station</li><li>▪ Loy Yang B Power Station</li><li>▪ Loy Yang A Power Station</li><li>▪ Yallourn Power Station</li><li>▪ Energy Brix Power Station</li><li>▪ Jeeralang Power Station</li></ul>	\$0.55

<b>Esso Onshore Sites as specified below:</b> <ul style="list-style-type: none"> <li>▪ Gippsland Gas Processing and Crude Stabilisation Plant (Longford Gas Plant)</li> <li>▪ Long Island Point Fractionation Plant</li> <li>▪ Barry Beach Marine Terminal</li> <li>▪ Valve sites</li> </ul>	\$0.56
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### **6.13 CALL BACK/ CALL OUT ALLOWANCE**

Technicians required to attend a call back/ call out as per clause 5.4 of Schedule “A” will receive a call back allowance of \$100.00 flat taxed. Only 1 call back allowance is payable per day. This allowance is not applicable to work performed under Schedule “B” of the Agreement.

## **SCHEDULE “B”**

This Schedule applies if and when Employees of the Company who are based in Australian Site Services Workshops, are required to perform work on the Esso Australia Offshore Production Platforms within Bass Strait, Victoria, involved in the production of oil and gas, where such operations and platforms are in production at the date of commencement of the Agreement, except where work is performed from Onshore operations on Perch and Dolphin Mono-Towers (in which case the work is applicable to Schedule “A”). To the extent of any inconsistency between the provisions of this Schedule and any other provisions of the Agreement, the provisions of this Schedule shall apply.

### **1 EMPLOYMENT CONDITIONS**

- 1.1 Generally, hours to be worked shall be determined by the customer’s requirements. Of these the first 8 hours shall be paid at the ordinary time rates as set out in this Schedule, with applicable allowances and penalties as set out in this Schedule.
- 1.2 The commencement of the work period of a day shift Employee shall be 30 minutes before the scheduled flight time, or at the time of arrival at the agreed Company office if requested to start at the Company office. Employees shall not be disadvantaged for that time onshore. If the flight is delayed, payment will commence 30 minutes from the initial confirmed scheduled flight time.
- 1.3 The commencement of the work period for a night shift Employee shall be from the actual time the Employee begins work on the shift. A night shift Employee shall be entitled to 3.5 hours standby at their single rate of pay before the commencement of their first night shift on departure from the Longford Heliport, where the scheduled flight time is 1500 or after. The 3.5 hours standby shall be in addition to the Employee’s work period.

Where the scheduled flight is prior to 1500 the Employee’s single time payment will commence from 30 minutes prior to the scheduled flight time.

Where an Employee is to work a night shift following late flight (eg, 1740), the Employee will be paid 3.5 hours standby plus single hours from whenever the Employee commences work at (on or after 1800).

- 1.4 An Employee’s work period will cease two hours after the return scheduled flight time to the Longford Heliport, unless over cycle at which time overtime rates will apply. Employees, who have not completed a full cycle, will be available for duties before departing the Platform on their last day, without extra payment. Payment for the return flight shall be at the single rate for the first 8 hours, Monday to Friday.

#### **1.5 Single Shift**

Where an Employee is engaged to undertake a single day shift or part of a single day shift, payment will be a minimum of 12 hours.

#### **1.6 Shift Cancellation**

Where an Employee has been engaged for more than 1 shift and less than 12 hours’ notice has been provided to the Employee that the next shift has been cancelled, payment will be made for the cancelled shift as if worked.

### 1.7 Option of a later flight following night shift

Where an Employee is engaged in the afternoon for a single night shift and is to return onshore on the first available flight the next day, they have the option to take a later flight to provide them with the opportunity to sleep on board. This option is only available with pre-agreement with the platform supervisor or maintenance supervisor and if seats on the agreed later flight and POB limits permit. Any additional time spent offshore is unpaid, unless the Employee is called out or requested to return to work prior to the later flight, in which case payment as per call out, set out in this Schedule, will apply.

Where the Employee elects to stay to sleep on board after working more than 1 night shift, this would only be made available if seats on the agreed flight permit and that POB limits permit via pre-agreement with the platform supervisor or maintenance supervisor.

### 1.8 Day Shift following late flight the previous day

Where an Employee is engaged in the afternoon for a day shift to commence on the next day, the Employee will be entitled to be paid 3.5 hours at standby plus LAHA for that afternoon. If the Employee commences work on arrival, payment for work done shall be at double time.

### 1.9 Rates of Pay

Ordinary time rates are set out in 12.1 of this Schedule.

### 1.10 Hours of Work

The ordinary daily hours worked shall be from 0600 to 1800 hours on day shift and 1800 to 0600 on night shift (Monday to Friday). The first 8 hours worked within the spread of hours (0600 to 1800) Monday to Friday are paid at single time rate, and double time penalty rate thereafter until completion of shift. Hours worked past the normal 12-hour shift will be regarded as overtime.

### 1.11 Saturday Shift

The first 8 hours of the Saturday shift shall be paid at time and a half, and double time thereafter until the completion of the shift.

### 1.12 Sunday Shift

An Employee required to work on a Sunday shall be paid double the single rate of pay until completion of the shift.

### 1.13 Rostered Day Off (RDO's)

Any entitlement in relation to RDO's will be in accordance with Schedule "A" of the Agreement.

### 1.14 Stand Down

1.14.1 Employees notified of the scheduled flight time and having arrived at the Longford Heliport, and then notified the flight is cancelled, or not required for work on the platform, shall be entitled to be paid 8 hours at the single rate of pay. Payment will not apply when the flight is cancelled due to any workplace dispute affecting the Company's Employees.

1.14.2 Where an Employee has been directed and presented themselves at the Longford Heliport for work and the flight is delayed or cancelled until the

next day, and the Employee's residence is more than 100 kilometres (radius) from the Longford Heliport, the Employee shall be offered overnight accommodation, with meals provided at the place of accommodation by the Company, but this only applies if the Employee is required to fly out the next day.

- 1.14.3 The stand down 8 hours payment is not cumulative between the hours of 6am and midnight, unless 8 hours has expired from the first cancellation. Each 8 hour period must expire before there is eligibility of further payments.
- 1.14.4 In the instance where the Employee's flight has been cancelled due to circumstances other than above, the Employee, when required will make themselves available to undertake other duties or training when instructed by the Company. Payment for training will be at single rate of pay with a guaranteed minimum of 8 hours pay during ordinary hours of work. Overtime rates shall apply if an Employee is required to train beyond 8 hours during ordinary hours of work.
- 1.14.5 Where an Employee is required to travel offshore and is subsequently stood down and returns on the same day the Employee shall be entitled to be paid a minimum of 12 hours at the appropriate rate.

## **2 SHIFT LOADINGS**

- 2.1 Employees shall be paid 10% shift loading at single time for 12-hour day shifts worked (i.e. 1.2 hours per 12 hour dayshift worked). Employees shall be paid 15% shift loading for 12-hour night shifts worked (i.e. 1.8 hours per 12 hour night shift worked).
- 2.2 The shift loadings as described in 2.1 shall be in addition to the all-purpose rate as per the wages set out in this Schedule.
- 2.3 The shift loadings set out in this clause shall not apply for any overtime beyond the 12 hour shift or when required to work on public holidays and payment shall be as follows:
  - 2.3.1 The rate at which continuous shift workers are to be paid for work on a rostered shift, the major portion of which they performed on a public holidays, is double time.
  - 2.3.2 The rate at which shift workers on other than continuous work are to be paid for all time worked on a public holidays is at the rate of double time and a half.
  - 2.3.3 Where shifts commence between 1100pm and midnight on a public holiday, the time so worked before midnight does not entitle the Employee to the public holiday rate for the shift. However the time worked by an Employee on a shift commencing before midnight on the day preceding a public holiday and extending into the public holiday, shall be regarded as time worked on the public holiday.
  - 2.3.4 Where the shifts fall partly on a public holiday, the shift which has the major portion falling on the public holiday shall be regarded as the holiday shift.

- 2.4 The shift loadings set out in this clause shall not apply where penalties are paid under the change of work shift provisions.

### **3 CHANGE OF WORK SHIFT**

In circumstances that the Employee is directed by the Company or the customer to transfer to another work shift the following shall apply:

- 3.1 In the circumstances that the Employee has not received 48 hours' notice of the change of shift, the Employee will be entitled to double time for shifts worked until the expiration of 48 hours from the time the Employee was notified of the shift change.
- 3.2 Shift change means where an Employee has been advised of a rostered Day Shift, then is required to transfer to Night Shift or where an Employee has been advised of a rostered Night Shift then is required to transfer to Day shift.
- 3.3 Examples of shift change entitlements as follows:
- 3.3.1 An Employee works day shift from 0600 hours to 0900 hours, then is required to commence night shift at 1800 hours to 0600 hours. Payment for cancelled day shift shall be a minimum of 8 hours at the single rate of pay;
  - 3.3.2 An Employee that has commenced a night shift and is then directed to cease the night shift because the Employee is required for day shift the next day shall be entitled to be paid a minimum of 8 hours at the single rate of pay;
  - 3.3.3 An Employee arriving at the heliport or platform and is advised that night shift is cancelled. The Employee is required to work day shift the next day, shall be entitled to be paid 4 hours stand-by at the single rate of pay;
  - 3.3.4 An Employee arriving at the heliport or platform is advised night shift is cancelled and is directed to immediately commence work on day shift shall be entitled to the provisions of not receiving 48 hours notice;
  - 3.3.5 An Employee that is directed to return to their original shift (i.e. day shift to night shift back to day shift) shall be entitled to 48 hours notice for change of shift.

### **4 OVERTIME**

For all work done outside 8 hours (other than Saturdays) the rate of pay shall be double time notwithstanding that the rate of pay for work on Saturdays shall be time and a half for the first 8 hours and double time thereafter.

### **5 CALL OUT**

- 5.1 An Employee recalled to work overtime after leaving the Company's enterprise (whether notified before or after leaving the enterprise) is to be paid for a minimum of 4 hours work at the rate of double time. There are a number of conditions that apply to this provision:
- 5.2 If the Employee is recalled on more than 1 occasion between the termination of their ordinary work on 1 day and the commencement of their ordinary work on the next

ordinary working day they shall be entitled to the 4 hour minimum overtime payment provided for in this clause for each call out.

- 5.3 Except in the case of unforeseen circumstances arising, an Employee will not be required to work the full 4 hours as the case may be if the job they were recalled to perform is completed within a shorter period.
- 5.4 The clause does not apply in cases where it is customary for an Employee to return to the enterprise to perform a specific job outside the Employee's ordinary daily hours or where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary working time.
- 5.5 An Employee, Casual Employee or weekly hire, subject to the Call Out provisions shall be entitled to the Rest Periods after Overtime set out in 5.7 Schedule A of the Agreement.

## **6 PUBLIC HOLIDAYS**

Except in accordance with clause 2.3.1 or 2.3.2 of this Schedule, an Employee that works on a day which is a prescribed public holiday in the State or locality in which the Employee is based (as described in clause 12 of the Agreement), the Employee shall be paid triple time for all hours worked on that public holiday.

All other terms of clause 12 of the Agreement shall apply to work performed under this Schedule.

## **7 SMOKING POLICY**

The Employees must at all times observe the offshore smoking policy of the Customer.

## **8 DRUG & ALCOHOL POLICY**

The Employees must at all times observe the Customer and the Company's drug and alcohol policy.

## **9 RETURN FLIGHT ARRANGEMENTS**

- 9.1 Day Shift Employees will return to shore at the completion of their shifts on the first available flight.
- 9.2 Night shift Employees will return to shore on the first available flight at the completion of their shift and shall be paid from 06:00 at standby rates.
- 9.3 Where the Employee's arrival time is delayed for any reason and 1 hour has elapsed from the nominal paid arrival time, the Employee shall be paid in addition to the fixed cycle payment, double time rates for subsequent on shift hours until actual arrival time. In the event of such delay an Employee will make himself or herself available for work.
- 9.4 Where an Employee's incoming arrival time is delayed beyond the eight day, causing the Employee to spend an extra night(s) offshore, double time penalty rates will be paid for normal daily hours of the Employee's respective shift, whether required to work or not, until the Employee is returned to shore.

## **10 DAYLIGHT SAVINGS**

- 10.1 At the commencement of daylight savings for the change over from Standard time to Summertime there will be no loss of pay. At the end of daylight savings and the return of Standard time, shift workers on duty affected shall receive an extra payment of 1 hour at normal overtime rates.
- 10.2 'Standard time' and 'summer time' shall bear the same meanings as are prescribed in the relevant State legislation.

## **11 FLEXIBILITY**

- 11.1 The parties to the Agreement recognise that delivery of efficient maintenance services will assist in extending the economic life of Bass Strait oil and gas production.
- 11.2 The parties to the Agreement recognise that the 7 x 7 roster provides an efficient service for short duration maintenance activities, and that a 14 x 14 provides a more efficient service for longer programs.
- 11.3 Should rosters other than the current 7 x 7 day roster be worked by the Customer's maintenance and operations workforce on Bass Strait installations (as set out earlier in this Schedule), then the parties will implement the Customer's roster unless the parties agree that an alternate roster is more suited to the needs of the Company.
- 11.4 The Company will not compel Employees to change roster unless 11.3 above applies.
- 11.5 If the Customer's rosters are changed and implemented under the Agreement the paid hours under this Schedule for the new rosters will bear the same relationship to the Customer's paid hours as they did previously. (Refer below.)
- 11.6 Notwithstanding the above, rosters may be varied by agreement between the parties.

## **12 PAY RATES AND ALLOWANCES**

The all purposes rates of pay for Australian Site Services Workshops and the allowances documented in this Schedule are paid by the Company in consideration of all disabilities and competencies associated with work to be performed by Employees as set out in this Schedule, whether established by award or otherwise, for special rates, incentives, bonuses, current or future disabilities, location allowances, industry allowances or any industry standards however termed.

- 12.1 As set out in 6.2 of Schedule "A" of the Agreement.

### **12.2 LIVING AWAY FROM HOME ALLOWANCE (LAHA)**

An allowance of \$58.46 per day or part thereof shall be paid to cover the disabilities associated with isolation, accumulating days off and the lack of normal amenities of town or city dwelling. The allowance is also full compensation for disabilities associated with sharing accommodation and the type of facilities and living conditions available when working on a Platform.

### **12.3 OFFSHORE ALLOWANCE**



For work defined in this Schedule, an Employee shall be entitled to an offshore allowance of –

First 8 hours Mon-Fri	\$1.50 per hour
First 8 hours Saturday	\$2.24 per hour
4 hours after the first 8 hours Monday to Saturday and all hours Sunday	\$2.98 per hour

The offshore allowance for public holidays will be calculated in accordance with the above arrangement.

The offshore allowance as set out above is only payable for hours worked offshore, effective from the specified dates as set out. This allowance shall not attract any other loadings, i.e: casual loadings, public holiday holidays, penalty rates etc. This allowance replaces all payments for Fire Alarms, dislocations, etc.

The above offshore allowance shall be in substitution of all disabilities and any special rates or allowances incurred whilst working offshore in totality.

#### 12.4 TRAVEL ALLOWANCE

- 12.4.1 Upon check-in to the Longford Heliport an Employee becomes eligible for travel allowance. This allowance also covers return travel from the Longford Heliport if the Employee returns on the same day.
- 12.4.2 An Employee will be eligible for a second travel allowance upon return to the Longford Heliport, at completion of their work period, providing the work period is more than 1 day.
- 12.4.3 An Employee can only receive 1 travel allowance on any 1 day.
- 12.4.4 The travel allowance is \$24.28.

## SIGNATURES

### For the Company

Signatory Name: Stuart Jones

Signatory Address: Villa Q1, Street G12, District 8, Jumeirah Park, Dubai, United Arab Emirates

Basis of signatory's authority to sign the Agreement:  
General Manager, APAC & ME (APAC and Middle East)

Signature:  Date: 1-3-2024

### For the Employees

Signatory Name: Kingsley Rowse

Signatory Address: 13 Mallet Road, Golden Grove, SA 5125

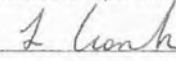
Signature:  Date: 29-2-2024

The above person was appointed by the Employees to sign the Agreement on their behalf.

### For the Employees

Signatory Name: Lance Cronk

Signatory Address: 8 Aqua Court, Wakerley, QLD 4154

Signature:  Date: 1/3/2024

The above person was appointed by the Employees to sign the Agreement on their behalf.

### For the Employees

Signatory Name: David Nicholson

Signatory Address: 34 Montane Boulevard, Newborough VIC 3825

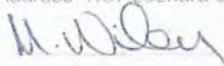
Signature:  Date: 1/3/2024

The above person was appointed by the Employees to sign the Agreement on their behalf.

### For the Employees

Signatory Name: Mark Wiley

Signatory Address: 7/37 Leonard Street, Victoria Park SA 6100

Signature:  Date: 29/02/2024

The above person was appointed by the Employees to sign the Agreement on their behalf.

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## THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/584

Applicant: Furmanite Australia Pty Ltd trading as TEAM Industrial Services Australia

### Section 185 – Application for approval of a single enterprise agreement

#### Undertaking – Section 190

I, David Byers, Director of Furmanite Australia Pty Ltd, have the authority given to me by TEAM Industrial Services Australia ("the Company") to give the following undertakings with respect to the TEAM Industrial Services Australia Enterprise Agreement 2022 – 2025 ("the Agreement"):

1. Abandonment of Employment under Clause 13.5 of the Agreement – the Company undertakes to amend the wording of Clause 13.5 to the following effect:

*"13.5.1: Where the absence of an Employee from work for a continuous period exceeding 3 working days without the consent of the Company and without notification to the Company, the Company shall provide notice to the Employee, in writing, that they have been deemed to have abandoned their employment."*

*13.5.2 Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an Employee has not established to the satisfaction of the Company that they were absent for reasonable cause, they shall be terminated by the Company on the grounds of Abandonment of Employment. "*

*13.5.3 Within the period of 14 days from their last attendance at work, the Company will utilise email, telephony, and mail services to make contact with the Employee to notify them of the Company's intention to terminate employment."*

*13.5.4 An Employee who is unable to notify the Company of absence due to unforeseen hospitalisation or similar causes, shall be given the opportunity to explain the reason for the absence which may lead to reinstatement."*

*13.5.5 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later."*

2. Public Holidays under Clause 14.8 of the Agreement: the Company undertakes to remove the first sentence of the Clause in line with the Commissioner's advice, to the following effect:

*"By agreement between the Company and the majority of Employees in the relevant workplace or section of the workplace, an alternative day may be taken as the public holiday in lieu of any of the prescribed days. The Company and an individual Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the workplace or relevant section of the workplace."*

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

Signature: David Byers

Date: 22 March 2024