



# DECISION

*Fair Work Act 2009*  
s 185—Enterprise agreement

**Monadelphous Engineering Associates Pty Ltd**  
(AG2024/4818)

## MEA PTY LTD OFFSHORE AGREEMENT 2024

Manufacturing and associated industries

COMMISSIONER LIM

PERTH, 31 DECEMBER 2024

*Application for approval of the MEA Pty Ltd Offshore Agreement 2024.*

[1] Monadelphous Engineering Associates Pty Ltd (the **Applicant**) has made an application for the approval of a greenfields agreement known as the *MEA Pty Ltd Offshore Agreement 2024* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**).

[2] The Applicant 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.

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

[4] This greenfields agreement meets the requirements of s 172(2)(b) of the Act. Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187 and 190 of the Act as are relevant to this application for approval have been met.

[5] In accordance with s 187(5)(a) of the Act, I am satisfied that the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (the **CEPU**) and The Australian Workers' Union (the **AWU**) (together, the **organisations**) are entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[6] Pursuant to ss 53(2)(b) and 201(2A) of the Act, I note the Agreement was made with the organisations and that the Agreement covers them.

[7] The Agreement was approved on **31 December 2024** and, in accordance with s 54, will operate from 7 January 2025. The nominal expiry date of the Agreement is 1 June 2028.



COMMISSIONER

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## Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/4818

Applicant:

Monadelphous Engineering Associates Pty Ltd

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

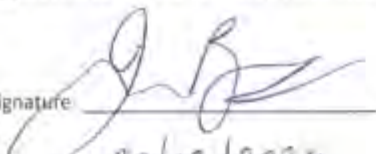
#### Undertaking – Section 190

I, Jeremy Brown, IR Manager – M&IS, have the authority given to me by Monadelphous Engineering Associates Pty Ltd to give the following undertakings with respect to the MEA Pty Ltd Offshore Agreement 2024 ("the Agreement"):

1. For the purpose of this Agreement, the definition of Continuous Shiftworker in clause 4 will be replaced by the definition from the Hydrocarbons Industry (Upstream) Award 2020 being: "Continuous Shiftworker means an employee engaged in an enterprise in which shifts are continuously rostered 24 hours per day, 7 days per week and who is rostered regularly to work those shifts and works regularly on Sundays and public holidays."

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

Signature:



Date

20/12/2024



**TOGETHER WE DELIVER**

# *MEA Pty Ltd Offshore Agreement 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.**

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## 1. TITLE

1.1 This Agreement shall be known as the *MEA Pty Ltd Offshore Agreement 2024*.

## 2. COMMENCEMENT AND DURATION OF AGREEMENT

2.1 This Agreement shall commence seven days after it is approved by the Fair Work Commission and shall have a nominal expiry date of 1 June 2028. After the nominal expiry date, this Agreement will continue to operate until terminated or replaced.

## 3. APPLICATION OF AGREEMENT AND PERSONS BOUND

3.1 This Agreement shall cover and apply to:

- a) Monadelphous Engineering Associates Pty Ltd (“the Company”); and
- b) Employees of the Company employed in a classification specified in Cl. 33 – Classifications, engaged to perform ‘Maintenance Work’ or ‘Greenfields Hookup, Commissioning and Completions Work’ on an Offshore Facility operated by a Client in state or Commonwealth waters off the coast of Western Australia or the Northern Territory; and
- c) Any employee organisation noted by the Fair Work Commission in its decision approving this Agreement.

3.2 This Agreement shall not cover or apply to:

- a) Any work on an INPEX operated offshore facility.
- b) Offshore Construction Work.
- c) Offshore Decommissioning Work.

## 4. DEFINITIONS

“**Act**” means the Fair Work Act 2009 (Cth)

“**Brownfields Modification and Upgrade Work**” means work involving maintenance, modification and upgrade of an existing (that has been previously or is currently operating) Client facility, installation and/or system.

“**Casual**” is an Employee engaged as such, by the shift and whose hours of work are not guaranteed.

“**Client**” means an entity contracting the “Company” to perform work offshore.

“**Company**” or “**Employer**” means the Company being Monadelphous Engineering Associates Pty Ltd (ABN:52 008 861 836 & ACN: 008 861 836).

“**Continuous Shiftworker**” means an Employee engaged in an enterprise in which shifts are continuously rostered 24 hours per day, seven days per week and who is rostered regularly to work those shifts and works ‘regularly’ on Sundays and public holidays. A Continuous Shift Worker will be a shift worker for the purposes of the NES. For the avoidance of doubt ‘regularly’ means an On-duty period consisting of more than 34 Sundays and 6 public holidays in a given year.

“**Decommissioning Work**” means work undertaken during the final stage of an oil and gas Offshore Facility’s life where the asset is no longer in production, which includes shutting down, dismantling, demolition, removing an operational asset from use or any associated maintenance occurring while the process is being undertaken. For the avoidance of doubt, this does not include Maintenance Work where decommissioning is occurring on a producing Offshore Facility.

“**Employee**” means an employee of the Company to whom this Agreement applies.

“**Emergency or Pandemic Situation**” means an emergency situation declared under applicable legislation or a directional order issued by an industry regulator (i.e. NOPSEMA) requiring an immediate coordinated response.

“**Full Time**” is an Employee engaged as such on an ongoing basis (i.e. permanent).

“**Greenfields Hook-up, Commissioning and Completions Work**” means the installation of a new system or systems on a new Offshore Facility that has not previously produced oil and gas, the



maintenance of those same systems, modifications and upgrade work required to put into active service the new facility/s and/or systems, (this involves the work activities associated with the completion of respective systems, function tests, leak tests, commissioning of systems, displacement and replacement of storage or transportation fluids from process and utility lines with working fluids) through to and ends at the commencement of start-up of operations of the respective processes and/or systems that are directed at the extraction of oil and gas from the well heads that supply the Offshore Facility for the purposes of discharging oil and gas from an Offshore Facility and/or storage tank or; transferring to another facility. The work shall not include Maintenance Work or Offshore Construction.

**“Immediate Family”** means a spouse, defacto partner, child, parent, grandparent, grandchild, or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

**“Major Shutdown”** is a period of time where there is an outage of the Offshore Facility with either defined dates inclusive of pre and post event and scoped workload where the Offshore Facility is offline for maintenance or for an Emergency. For the avoidance of doubt pre and post event work are work scopes related to the Major Shutdown within the period defined in the Shutdown Milestone Plan.

**“Maintenance Work”** means all preparatory work to and the undertaking of maintenance and servicing, Brownfields Modification and Upgrade Work (including commissioning and de-commissioning) and shut down work and associated miscellaneous work on or in connection with the production, processing, piping and distribution of hydrocarbons or other ancillary products however described, to or from oil and gas fields, and work incidental thereto on an existing installation, facility and/or system. The work shall not include Greenfields Hook-up, Commissioning and Completions Work or Offshore Construction.

**“NES”** means the National Employment Standards as per the Act.

**“Night Shift”** means any shift scheduled to finish after midnight and at or before noon; except in the circumstances detailed in subclause 13.6.

**“Offshore Construction Work”** means work on a new oil and gas facility coming into production for the first time or the installing of new wells for an existing Offshore Facility, which involves the installation of offshore fixed or floating platforms to the seabed, launch and placement of jackets, setting of topsides, the laying of new umbilicals, pipelines and flowlines, subsea installations and the setting of risers and associated mooring systems. The work shall not include Maintenance Work or Greenfields, Hook-up, Commissioning and Completions Work.

**“Offshore Facility” or “Offshore Facilities”** means all offshore sites, installations and facilities operated by a Client in waters off the coast of Western Australia or the Northern Territory.

**“Offshore Pay”** means the amount paid when an Employee is considered to be working offshore which includes the applicable Hourly Rate of Pay or Overtime rate of pay, applicable allowances and includes the Offshore Allowance.

**“Off-duty Period”** means a period in a Work Cycle during which an Employee does not have rostered shifts. Days during an Off-duty Period are unpaid non-working days. The Off-duty Period shall commence on the day of demobilisation from the Facility.

**“Onshore Pay”** means the amount paid when an Employee is considered to be working onshore which includes the applicable Hourly Rate of Pay or Overtime Rate of Pay, applicable allowances and excludes the Offshore Allowance.

**“On-duty Period”** means a period in a Work Cycle during which an Employee has rostered shifts being either day or night shifts. The On-duty Period shall commence on the arrival at the Facility.

**“Overtime”** means hours worked by an Employee in addition to the Employee’s ordinary hours.





**“Over Cycle”** means hours worked on the Offshore Facility in addition to the Rostered Hours of Work.

**“Point of Assembly”** means the Company appointed airport where the Employee boards the helicopter to travel to or from onshore to the Offshore Facility.

**“Point of Hire”** means the nearest capital city airport to the Employee’s Usual Place of Residence when the Employee is employed by the Company. For avoidance of doubt, the Point of Hire will be stipulated in the Employee’s Letter of Offer and will remain as this location unless changed by agreement by both the Company and the Employee.

**“Rostered Hours of Work”** means the hours an Employee is scheduled to work on a particular shift during the Employee’s On-duty Period which may be made up of ordinary hours and Overtime

**“Swing”** means the Employee’s designated roster panel of On-duty Period of the Employee’s Work Cycle.

**“Usual Place of Residence”** means the location in Australia at which the Employee resides when they are not on the Offshore Facility which is notified to the Company by the Employee prior to employment and updated in accordance with this Agreement.

**“Wage Price Index” or “WPI”** means the Seasonally Adjusted Wage Price Index using the most recent March quarter to the corresponding quarter of the previous year percentage change; based on total hourly rates of pay excluding bonuses for Australia (Series ID A83895396W) as first reported by the Australian Bureau of Statistics (ABS).

**“Work Cycle”** means a period consisting of an On-duty Period and an Off-duty Period where, not including mobilisation or demobilisation days which may be worked and; except for a Major Shutdown where employees are directed to work a different roster than the regular Work Cycle pursuant to subclause 12.6, the number of On-duty days does not exceed the number of Off-duty days.

## **5. NO EXTRA CLAIMS**

5.1 It is a fundamental term of this Agreement that parties covered by this Agreement will not for so long as the Agreement remains within its nominal term:

- a) support or advance any other or extra claims; or
- b) threaten, organise or engage in any industrial action in support or connection with such extra claims or any other matter unless as provided for under the Act.

## **6. OPERATION OF AGREEMENT**

6.1 The terms of this Agreement shall operate to the exclusion of any industrial award, agreement or instrument that would otherwise regulate the wage rates and/or terms or conditions of Employees covered by this Agreement.

6.2 No provision of the NES is displaced by this Agreement, other than to the extent permitted under the NES. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared to the NES.

## **7. FLEXIBILITY**

### Enterprise Flexibility

7.1 All Employees will carry out lawful directions and duties that are within the skill, competency and training of their respective classification provided the Employee is capable of performing the work in a safe manner.

### Individual Flexibility

7.2 The Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with one or more of the following matters:
  - i. arrangements about when work is performed;
  - ii. allowances;





- iii. leave loading; and
  - b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph a); and
  - c) the arrangement is genuinely agreed to by the Employer and Employee.
- 7.3 The Employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under Section 172 of the Act; and
  - b) are not unlawful terms under Section 194 of the Act; and
  - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 7.4 The Employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
  - b) includes the name of the Employer and Employee; and
  - c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - d) includes details of:
    - i. the terms of the enterprise agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - e) states the day on which the arrangement commences.
- 7.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.6 The Employer or Employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days' written notice to the other party to the arrangement; or
  - b) if the Employer and Employee agree in writing--at any time.

## 8. CONSULTATION

### Consultation Clause Application

8.1 The parties will consult as provided for in this clause when the Company:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- b) proposes to introduce a change to the regular roster pattern or ordinary hours of work of Employees.

### Major change

8.2 For a major change referred to in 8.1 (a):

- a) the Employer must notify the relevant Employees and the unions covered by the Agreement of the decision to introduce the major change; and
- b) subclauses 8.3 to 8.9 apply.

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

8.4 If:



- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

8.5 As soon as practicable after making its decision, the Employer must:

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

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

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

8.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 8.2(a) and subclauses 8.3 and 8.5 are taken not to apply.

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

- a) the termination of the employment of Employees; or
- b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain Employees; or
- f) the need to relocate Employees to another workplace; or
- g) the restructuring of jobs.
- h) change to regular roster or ordinary hours of work.

8.10 For a change referred to in paragraph 8.1.b):

- a) the Employer must notify the relevant Employees of the proposed change; and
- b) subclauses 8.11 to 8.15 apply.

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

If:

- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.



- 8.12 As soon as practicable after proposing to introduce the change, the Employer must:
- a) discuss with the relevant Employees the introduction of the change; and
  - b) for the purposes of the discussion--provide to the relevant Employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.13 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.14 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 8.15 In this term "relevant Employees" means the Employees who may be affected by a change referred to in subclause 8.1.

#### Consultative Committee

- 8.16 The Company and the Employees working on an Offshore Facility will form a Consultative Committee to assist the parties in the implementation of initiatives consistent with the objectives and the intent of this Agreement. The Consultative Committee shall consist of management representatives and elected Employee representatives who may or may not be workplace delegates.
- 8.17 The makeup of the Consultative Committee will be designed to meet business requirements and provide coverage of the majority of Employees. The Consultative Committee shall include no more than six (6) elected Employee representatives and up to an equivalent number of management members.
- 8.18 The function of the committee is to:
- Support cooperation between the Company and the Employees;
  - Encourage facilitation on high level employment related matters; and
  - Consult with Employees on any proposed major change which includes the introduction of new Work Cycles for Major Shutdown periods.

#### Consultative Committee Meeting (CCM)

- 8.19 A CCM shall be held at an agreed frequency where management and the appointed Employee representatives can meet to discuss an agreed agenda.
- 8.20 Employee representative's attendance at these meetings will be at paid time at the applicable Onshore or Offshore Pay and if attended during the Off-duty Period will be paid as a meeting in accordance with subclause 28.14.
- 8.21 Other than Employee wellbeing initiatives, issues relating to occupational health and safety shall not be brought to the CCM.
- 8.22 Where requested with at least one day of notice, Employee representatives will be given a reasonable allocated time to communicate with Employees during scheduled toolbox or safety meetings regarding matters dealt with through the CCM.

#### Employee Representatives

- 8.23 Workplace delegate rights will be as provided for in Appendix 1. of this Agreement.

### **9. DISPUTES SETTLEMENT PROCEDURE**

- 9.1 If a dispute relates to:

- a) a matter arising under this Agreement; or



- b) the National Employment Standards;

this clause sets out procedures to settle the dispute.

- 9.2 Parties to a dispute under this clause may be represented by any representative of their choice at any stage of this procedure.
- 9.3 **Level 1:** In the first instance, an attempt must be made to settle the dispute through discussion on the job between the affected Employee(s) and their immediate Supervisor. If the matter involves the Supervisor, in the first instance, the matter can be raised at Level 2.
- 9.4 **Level 2:** If the dispute is not resolved at Level 1, it will be further discussed between the affected Employee(s) and the appropriate Superintendent. If the matter involves the Superintendent, in the first instance, the matter can be raised at level 3. Where no superintendents are employed, Level 2 will be referred to the appropriate Project or Contract Manager.
- 9.5 **Level 3:** If the dispute is not resolved at Level 2, it will be further discussed between the affected Employee(s) and the Project Manager or Project Director should Project Manager be Level 2. If the discussions at this level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 9.6 **Level 4:** The Fair Work Commission may deal with the dispute in 2 stages:
- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.
- Note:** If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 9.7 While the parties are trying to resolve the dispute using the procedures in this term:
- a) 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
  - b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
    - iii. the work is not within the skill, competency, and training of the Employee's respective classification appropriate for the Employee to perform.

- 9.8 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term, subject to any appeal rights.

## **10. COUNSELLING AND DISCIPLINE PROCEDURE**

- 10.1 Following an investigation, where the Company has determined misconduct has occurred, the following disciplinary process will be applied. The application of this procedure together with



the circumstances and the severity of each case, will determine the appropriate step/s to be taken with respect to an Employee by the Company.

10.2 The relevant steps are:

**Step 1.** An Employee may be verbally counselled. Where requested by the Employee, the counselling will be in the presence of an Employee representative or support person. Written notice of the verbal counselling will be provided to the Employee and a copy will be placed on the Employee's file.

**Step 2.** An Employee may be counselled in the form of a written warning. Where requested by the Employee, the counselling will be in the presence of a representative or support person and the warning will be confirmed in writing. A copy of the warning will be provided to the Employee and placed on the Employee's file.

**Step 3.** An Employee may be issued a final written warning. Where requested by the Employee, the Company representative will conduct the counselling in the presence of a representative or support person and the final warning will be confirmed in writing, and the Employee will be advised that dismissal may result from any further acts of misconduct. A copy of the warning will be provided to the Employee and placed on the Employee's file.

10.3 A Step 3 warning will be only issued where the Employee has:

- received a previous warning or warnings; or
- engaged in serious or wilful misconduct that does not warrant termination.

10.4 The role of the representative or support person requested by an Employee to be present under this clause is to act in a confidential and objective manner. The Employee will be responsible to ensure this occurs. The representative or support person may ask questions regarding the process and speak to the Company representative during the process, however it is not the representative or support person's role to disrupt the process, to directly speak for the Employee or to answer questions on behalf of the Employee. The representative or support person may make reasonable requests for breaks during the disciplinary process to speak privately with the Employee.

10.5 Where no further warnings are issued in the proceeding twelve (12) months, any remaining written warnings under Steps 1, 2, or 3 will not be used or referred to. If requested by the Employee these will be removed.

10.6 Where the Employee disputes the legitimacy of the verbal or written warning, the matter will be dealt with in accordance with the dispute settlement procedure, provided that the dispute is raised by the Employee within 7 days of the warning being issued.

10.7 Nothing in this clause limits or regulates the process or decision of the Company to terminate the employment of an Employee.

## **11. CONTRACT OF EMPLOYMENT**

### **Pre-employment and Inductions**

11.1 Prior to or at the commencement of employment, candidates may be required to undertake pre-employment training, verification of competency, medical examinations, drug and alcohol screening and demonstration of compliance with legislative requirements as part of the employment process.

11.2 As part of the onboarding process Employees may be required to undertake Client and or Company specified inductions, which may include an online component. Employees who undertake an induction will be paid for time spent undertaking such induction (as per Cl.28); provided the employee mobilises offshore. Where the applicant/Employee does not mobilise offshore to initiate a Swing, the induction will be unpaid. Where there is an online induction, the Employee will receive payment for the Company allocated time to the applicable online learning module. Company allocated time may be more or less than actual time taken, no



additional time will be paid. The Company allocated time will be a time calculated on the basis of the time it would take a reasonable person to complete a particular unit of training.

#### Types of Employment

- 11.3 Employees may be engaged on a Full Time or Casual basis. The type of engagement will be offered in writing in an offer of employment.
- 11.4 A Full Time Employee is an Employee engaged as such, on an ongoing basis (i.e permanent) and works an average of 38 ordinary hours per week.
- 11.5 A Casual Employee will be engaged as such, by the shift and ongoing work is not guaranteed. A Casual Employee will be paid the flat Casual Hourly Rate of Pay provided for in SCH.1(1.5 &1.6) for each hour paid. The Casual Hourly Rate of Pay includes a loading paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination, redundancy benefits and public holidays not worked, and all other entitlements normally reserved for Full Time Employees. The Casual loading is only payable for periods of employment in which an Employee is a Casual Employee.
- 11.6 Casual Employees will only be engaged in the following classifications in Cl.33:
- General Services / Entry Level – Non Trade;
  - Services Technician – Non Trade; or
  - Trade /Crane Operator.

#### Probation

- 11.7 Full Time Employee shall be employed subject to a probationary period of three (3) months unless the Company notifies the Employee in writing that a probationary period is not required.
- 11.8 During the probationary period the Employee's employment will be reviewed and assessed, and provided the Employee's performance is assessed as satisfactory, at the completion of the probationary period the Employee will be offered on-going employment.
- 11.9 An Employee's regular service as a Casual will count towards the fulfilment of the probationary period should they convert from Casual to Full Time employment.

#### Termination of Employment

- 11.10 Either party may terminate the Employee's employment by giving the required notice period in writing (or payment in lieu of notice except in the case of a summary dismissal. The required notice periods shall be:

#### **Casual**

	<b>Notice Period</b>
Casual Employee	12 hours

#### **Full Time**

<b>Period of Continuous Service</b>	<b>Notice Period</b>
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



- 11.11A Full Time Employee who at the time of being given notice, is over 45 years of age and who at the date of the termination has completed two years' continuous service with the Company, shall be entitled to an additional week of notice.
- 11.12Where an Employee is summarily dismissed by the Company, the Employee is not entitled to notice.
- 11.13In calculating the payment in lieu of notice the Company shall pay the Employee the wages and allowances they would have earned for the period of notice had their employment not been terminated.
- 11.14If an Employee's employment is terminated, the Employee shall be provided with transport back to the Point of Hire.

Calculation of Continuity of Service

- 11.15For the purpose of this clause continuity of service for Full Time Employees shall not be broken where the Employee has been absent for taking a period of paid leave as defined within this agreement

Casual Employee Right to Request Conversion to Permanent

- 11.16A person engaged by the Company as a regular Casual Employee may request that their employment be converted to Full Time.
- 11.17A regular Casual Employee is a Casual Employee who has in the preceding period of six (6) months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a Full Time Employee under the provisions of this Agreement.

Noting that a temporary demobilisation or a delayed mobilisation due to:

- a cyclone; or
- an Emergency or Pandemic Situation; or
- a verified single short-term absence (i.e. one (1) occasion in six (6) months) for a genuine illness or injury of less than one swing,

is not a significant adjustment to a regular pattern of hours for the purpose of assessing a Casual Employee's eligibility to become Full Time.

- 11.18A regular Casual Employee who has worked equivalent Full Time hours over the preceding period of six (6) months' Casual employment may request to have their employment converted to Full Time employment.
- 11.19Any request under this subclause must be in writing and provided to the Company.
- 11.20Where a regular Casual Employee seeks to convert to Full Time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.
- 11.21Reasonable grounds for refusal are limited to:
- a) it would require a significant adjustment to the Casual Employee's hours of work in order for the Employee to be engaged as a Full Time Employee in accordance with the provisions of this agreement – that is, the Casual Employee is not truly a regular Casual Employee as defined in subclause 11.17;
  - b) it is known or reasonably foreseeable that the regular Casual Employee's position will cease to exist within the next six (6) months;
  - c) it is known or reasonably foreseeable that the hours of work which the regular Casual Employee is required to perform will be significantly reduced in the next six (6) months; or
  - d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next six (6) months which cannot be accommodated within the days and/or hours during which the Employee is available to work.





- 11.22 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 11.23 Where the Employer refuses a regular Casual Employee's request to convert, the Employer must provide the Casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in Cl. 9 and the dispute level will be responded to at level 3. Under that procedure, the Employee or the Employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- 11.24 Where it is agreed that a Casual Employee will have their employment converted to Full Time employment as provided for in this clause, the Employer and Employee must discuss and record in writing the conversion.
- 11.25 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 11.26 Once a Casual Employee has converted to Full Time, the Employee may only revert to Casual employment with the written agreement of the Employer.
- 11.27 A Casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 11.28 Nothing in this clause obliges a regular Casual Employee to convert to Full Time employment, nor permits an Employer to require a regular Casual Employee to so convert.
- 11.29 Nothing in this clause requires an Employer to increase the hours of a regular Casual Employee seeking conversion to Full Time.
- 11.30 The Company must provide a Casual Employee, whether a regular Casual Employee or not, with a copy of the provisions of this clause within the first six (6) months of the Employee's first engagement to perform work. A copy of this Agreement provided by the Company to a Casual Employee will meet the obligations under this subclause.
- 11.31 A Casual Employee's right to request to convert is not affected if the Company fails to comply with the notice requirements in subclause 11.30.
- 11.32 Where any conversion takes place as provided for in this clause, any incorrectly paid loading will be recovered in accordance with Cl.29.

## **12. ROSTERED WORK HOURS AND WORK CYCLES**

### Ordinary Hours of Work

- 12.1 A Full Time Employee's ordinary hour of work will be an average of 38 hours per week and may be averaged over a 52-week period.
- 12.2 Any hours worked by an Employee in addition to the Employee's ordinary hours will be regarded as Overtime. Where an Employee works hours during travel days, the Employee's ordinary hours may be split between the mobilisation and demobilisation shifts.

### Offshore Shift Duration

- 12.3 Excluding hours worked by an Employee on a mobilisation or demobilisation shift the Rostered Hours of Work for an offshore day shift or night shift on the facility shall be 12 hours per shift. However, an Employee may be required to work beyond the Rostered Hours of Work. Where an Employee works beyond the Rostered Hours of Work, the additional hours will be treated and paid as Over Cycle.

### Work Cycles

- 12.4 Work on the Offshore Facilities is carried out on the basis of a Work Cycle consisting of an On-duty Period followed by an Off-duty Period. The On-duty Period working time may consist of ordinary hours, rostered Overtime hours and Over Cycle. The Off-duty Period shall be an unpaid non-worked period in the form of rest and recreation (R&R).



12.5 The current established Work Cycles are:

a) 6-week Work Cycle (even time) of:

- Mobilisation Shift (inclusive of day work or 1x worked Night Shift)
- 20 x worked day or night shifts
- Demobilisation Shift (inclusive of day work or Night Shift demobilisation)
- 20 x days Off-duty Period;

consisting of a total of 252 offshore Rostered Hours of Work per completed Work Cycle, excluding travel payment.

b) 4-week Work Cycle (even time) of:

- Mobilisation Shift (inclusive of day work or 1 x worked Night Shift)
- 13 x worked day or night shifts
- Demobilisation Shift (inclusive of day work or Night Shift demobilisation)
- 13 x days Off-Duty Period;

consisting of a total of 168 offshore Rostered Hours of Work per completed Work Cycle, excluding travel payment.

Major Shutdown Roster

12.6 During a Major Shutdown period the Company may require Casual employees, and where mutually agreed, Full Time Employees and regularly rostered Employees, to undertake On-duty Periods which are longer than Off-Duty periods. Where the Company implements a Major Shutdown roster, the following will apply:

- a) On-duty Periods will be up to a maximum of 252 hours per Swing and any additional work beyond 252 hours will be Over Cycle.
- b) Following demobilisation, the Employee will have at least a 7 day Off-duty Period before returning to re-join the facility (or any other Offshore Facility).
- c) The Major Shutdown roster duration will not exceed 3 full Work Cycles. For the avoidance of doubt, 3 weeks On-duty Period/ 1 week Off-Duty Period for 3 Work Cycles (12 weeks).
- d) At the conclusion of a Major Shutdown roster, Employees will return to the Project customary roster. To return to the customary roster Employees may be required to undertake a longer Off Duty Period for them to re-join their assigned panel.

Standby

12.7 In circumstances where an Employee has been demobilised to the Point of Assembly and is held there during an On-Duty Period, except as stated elsewhere in this Agreement, the Employee will be paid their Rostered Hours of Work at the Onshore Pay.

12.8 In circumstances where a Full Time Employee is unable to mobilise or has been demobilised to their Point of Hire or Perth and is held in readiness during an On-Duty Period, except as provided elsewhere in this Agreement (e.g. make-up hours, flight delays, stand down), the Full Time Employee will be paid 7.6 hours 'standby' for each On-duty rostered shift at the Onshore Pay. Should a Full Time Employee be on standby for an entire Swing, the demobilisation shift will be unpaid.

12.9 In lieu of a standby, the Company may require an Employee to undertake onshore training or alternative duties where the Employee will be paid at the Onshore Pay. For clarity, any paid hours for training or alternative duties is paid in lieu of paid hours for standby as provided for in subclause 12.7 or 12.8 and should the alternative training/work not cover the duration of standby hours, the Employee will be paid the outstanding hours depending where the training/alternative duties take place.



- 12.10 If an Employee is required to return to work while on standby and is unavailable, the Employee will not be paid for the standby period.
- 12.11 In circumstances where a Full Time Employee is unable to work their regular Work Cycle due to number of people on board the Offshore Facility, unless otherwise agreed with the impacted Employee, the Employee will not be placed on 'standby' as prescribed in subclause 12.8, for more than 27 rostered shifts per calendar year. In circumstances where a Full Time Employee reaches the limit of 27 missed rostered shifts in a calendar year; any additional shifts may be treated by the Company as either 'make-up hours' as provided below or paid the Rostered Hours of Work at the Onshore Pay.

#### Make-Up Hours

12.12 In circumstances where a Full Time Employee is unable to work the regular Work Cycle due to numbers of people on board the Offshore Facility or as provided elsewhere in this Agreement (i.e. stand down, personal leave, missed flights), the Company may reschedule missed rostered hours as 'make-up hours' in the following 18 week period inclusive of the current Work Cycle.

12.13 Where a situation arises where work is not being made available to Full Time Employees because of a circumstance in subclause 12.12 the following guiding principles will be followed by the Company:

a) A selection process of each impacted classification will be undertaken where the Company identifies:

- Casual Employees working in the current/impacted Swing;
- Full Time Employees undertaking Over Cycle shifts in the current /impacted Swing;
- Full Time Employees who have undertaken more than 5 Over Cycle shifts in the preceding 18-week period;

and the Company considers whether those Employees should be impacted prior to any impact on other Full Time Employees; and

- b) Full Time Employees will not be asked to miss more than 252 scheduled work hours per calendar year; and
- c) Except for where urgent operational or emergency reasons impacting the manning on the facility Employees will be provided with at least 14 days of notice that they will miss scheduled hours.

12.14 In circumstances where a shutdown is scheduled or it becomes known that a Full Time Employee's usual Work Cycle will be impacted, the Company may schedule advanced make-up hours within the 18-week period preceding the shutdown or period occurring.

12.15 Where the expected shutdown event in the subclause 12.14 above does not occur, Full Time Employees who have undertaken make-up hours will return to their usual roster and any additional hours worked will be paid and treated as Over Cycle. In circumstances where a Full Time Employee has made other commitments and is not available to return to their usual roster, the Employee can choose not to work provided they advise the Company as soon as practicable.

12.16 Make-up hours will include:

- Offshore work in addition to the usual Work Cycle; or
- Onshore training

Make-up hours will not include work outside the coverage of this Agreement

12.17 Make-up hours will be treated and paid as ordinary hours at the Offshore Pay rate and will not be treated and paid as Over Cycle.

12.18 Excluding circumstances stated in this Agreement (i.e. stand down, personal leave, missed flights), where a Full Time Employee has not been offered enough hours of work by the



Company to meet the rostered hours in the following 18-week period, the Employee will be paid the outstanding hours in the next available full pay period.

- 12.19 Full time Employees will make themselves available to undertake make-up hours during their Off-duty Periods. Unless otherwise agreed, the Company will provide the Employee with at least 7 days of notice prior to make-up hours being scheduled. Where the Employee informs the Company that they are not available within the 18-week period, or the Employee does not respond to a Company's email and phone call/message request to schedule hours within a 72-hour time frame, the Employee forfeits those hours except in exceptional circumstances as approved by the Company.

#### Work Cycle Change

- 12.20 The Company may introduce a roster change after it has provided a full Work Cycle of notice to Employees and has consulted with affected Employees in accordance with the Consultation Clause 8 of this Agreement as may be necessary about such a Work Cycle change. Under this clause the Company will not introduce a new Work Cycle where the On-duty Period is more than 22 shifts (excluding mobilisation and demobilisation days) worked in a row unless the Company has agreement with the majority of affected Employees at the time of the roster change.

- 12.21 The on-duty hours of work for an Employee working Offshore will commence when the Employee has arrived at the Offshore Facility and commenced their allocated rostered work hours. On-duty hours of work will cease when the Employee completes their designated rostered work hours prior to departing the Offshore Facility.

- 12.22 Travel time, including any time the subject of any payment provided for in Cl. 15, shall not be regarded as working time.

#### Over Cycle

- 12.23 Except as noted in this Agreement, any hours or shifts worked in addition to the designated Rostered Hours of Work will be worked as Overtime and paid as Over Cycle. Over Cycle hours will be paid as according to the tables in SCH 1(1.4) and SCH 1(1.7). The Company may require Employees to work Over Cycle to meet operational requirements.

- 12.24 Notwithstanding anything else contained in this Agreement the following additional time worked outside the Work Cycle will not be paid as Over Cycle:

- Make-up hours.
- Where the Company implements a once off change to the Work Cycle to facilitate Employees to not have to work two consecutive Christmas / New Year periods.
- Shift swap arrangements organised privately between the Employees themselves.
- Time associated with safety drills or routine musters.
- Time associated with travel, including as detailed in Cl. 15 of this Agreement.
- Time attending training, meetings or medicals, including as detailed in Cl. 28 of this Agreement.

#### Rest and Meal Breaks

- 12.25 Employees shall be paid for time worked offshore at the appropriate Offshore Pay inclusive of rest and meal breaks occurring during a shift, which shall be counted as time worked.

- 12.26 Rest and meal breaks shall be aligned to Client operational requirements which may include:

- Two (2) separate 30-minute meal breaks; or
- Three (3) separate breaks consisting of a 15-minute rest break, 30-minute meal break and a 15-minute rest break; or
- An equivalent alternative rest and meal break pattern encompassing one (1) hour rest and mealtime.



12.27 The aforementioned breaks do not include the time required to wash up prior to Employees commencing a meal or rest break.

12.28 An Employee shall not be required to work longer than six (6) hours without a break.

#### Call Backs

12.29 An Employee recalled to work after the completion of their Rostered Hours of Work for that shift will be paid Over Cycle and shall be paid a minimum of four (4) hours pay, except where the additional work is continuous with the rostered hours, whereby the Employee will be paid for the additional hours worked at the relevant Over Cycle rate.

12.30 Where an Employee is required to work outside the Employee's Rostered Hours of Work, the work shall, unless agreed with the Employee, be arranged so that the Employee has at least 10 consecutive hours off-duty between completion of work and the commencement of the next rostered shift without loss of pay.

12.31 For the purpose of subclause 12.29 and 12.30, musters or safety drills are not considered call out situations and are not paid work time.

#### Mobilisation and Demobilisation Delays

12.32 Where an Employee is required to mobilise to the Offshore Facility and their flight is unexpectedly delayed at the Point of Assembly or the Point of Hire through no fault of their own, the Employee will be paid the hours they would have worked had they not been delayed at the Offshore Pay.

12.33 Where an Employee is required to stay overnight at the Point of Assembly; or in transit (i.e. Perth for interstate Employees) due to a delay under Clause 12.32, the Company shall provide accommodation and applicable meals for the Employee as well as transportation to and from the accommodation. Excluding circumstances where a meal is provided by the Company (i.e. hotel breakfast), appropriate meals are to be purchased by the Employee at a dining location of their own selection, and the company will then reimburse the Employee for the meal expense (excluding alcohol) with a valid tax receipt up to the following amounts:

- Breakfast - \$25.00
- Lunch - \$25.00
- Dinner - \$50.00

Claims for meals within a Swing must be submitted as a single submission and within 6 weeks of the Swing demobilisation date for the claim to be approved.

12.34 Where an Employee is required to stay overnight due to a delay under clause 12.32 at the Point of Hire and their Usual Place of Residence is outside 100km from the Point of Hire, the Employee shall be provided accommodation only.

#### Day Shift Demobilising Delay

12.35 Where an Employee is demobilising from the Offshore Facility on day shift and the helicopter is delayed, the Employee will be paid from the original helicopter scheduled departure time to the time they depart the Offshore Facility.

12.36 Where it is determined by the Company that there is a significant delay the Employee will return to working the day shift roster until they depart the Facility.

12.37 This additional time will be regarded as Over Cycle or if owing, make-up hours.

#### Night Shift Demobilising

12.38 With a view to ensuring night shift Employees are given preference on demobilisation travel day to the first departing helicopters, night shift Employees who are unable to depart the Offshore Facility following the completion of their last night shift on the first morning scheduled helicopter, will be paid from the original helicopter scheduled departure time to the time they depart the Offshore Facility or up until the end of the day shift except where subclause 12.39 applies.



12.39 Where it is determined by the Company that the Employee finishing night shift will not be able to depart the Offshore Facility that day, the Employee will be provided a cabin and returned to working their night shift pattern provided they have met the minimum rest period as per subclause 13.5. Payment will cease on provision of a bed and then resume for hours worked the following night shift.

12.40 This additional time will be regarded as Over Cycle or if owing, make-up hours.

#### Roster Swing Panel Change

12.41 Where a Full Time Employee is required to change to a different Swing panel, the change applied will not financially disadvantage the Full Time Employee for the difference in hours worked due to the change within that change period.

### **13. SHIFT WORK AND NIGHT SHIFT**

#### Shift Workers

13.1 All Employees employed pursuant to this clause are deemed to be shift workers. A shift worker means an Employee for the time being required by the Employer to work in a system of shifts, being day shifts or Night Shifts or any combination of them; or Continuous Shift Work.

#### Payment

13.2 The following shall be paid for Employee's working shift work:

- An Employee working day shift will be paid the applicable hourly rate of pay for each hour of day shift worked as detailed in Schedule 1.
- An Employee working Night Shift will be paid the applicable Night Shift hourly rate of pay as detailed in Schedule 1. For avoidance of doubt, the Night Shift hourly rate of pay is only paid when the Employee is working Night Shift and is not paid when the Employee is not working Night Shift such as additional day shift Over Cycle, delays, travel or periods of leave.

13.3 Employees will be rostered to a day or Night Shift and may be transferred from one to another as operational demands require. The Employer will give 24 hours' notice for a change of roster to either day shift or Night Shift.

13.4 Where an Employee is changed between Night Shift and day shift within an On-duty Period, the change applied will not financially disadvantage the Employee for that On-duty Period. For the avoidance of doubt this subclause is in regard to ensuring the Employee receives their Rostered Hours of Work (e.g. 252 hours for the customary roster) for the missed opportunity of hours worked due to the shift change and those missed hours are paid at the day shift hourly rate of pay (i.e. no over cycle is paid as a result of the change).

13.5 Employees will be given eight (8) hours' rest time in their cabin upon arrival at the Offshore Facility prior to starting Night Shift. This may be varied upon mutual agreement. If the rest period does not allow the Employee to start at the commencement of the normal shift the Employee will be paid as if the entire 12-hour shift was worked.

13.6 In circumstances where the Company changes the shift start and finish times to fall between 11am to 1pm or 11pm to 1am, with the view to Employees receiving the Night Shift hourly rate of pay when it is night time; instead of the Night Shift rate of pay being paid on all night shift hours as provided for in subclause 13.2 and excluding Over Cycle hours worked in addition to a day shift; the Night Shift hourly rate of pay will be paid on any hour worked between 6pm and 6am.

### **14. FITNESS FOR WORK**

#### Drug and Alcohol Breaches

14.1 The Company is committed to ensuring a safety culture where Employees are not impacted by drugs or alcohol while at work. While at work Employees are required to disclose any substances they are taking which may impact the safe performance of their work to the facility medic.



- 14.2 Employees may be required to undertake drug and/or alcohol (D&A) tests for fitness for duty:
- while working;
  - at the commencement of/during travel to the Offshore Facility;
  - at the commencement of/during onshore training;
  - during periodic medical assessments.

The form and manner of such assessments or tests will be at the discretion of the Company.

- 14.3 Where an Employee is found to have refused to undertake a drug and/or alcohol test; or received a positive screening for the consumption of alcohol or illicit/unprescribed drugs, the Employee's actions will be regarded as gross misconduct which will result in disciplinary action up to termination of employment.

#### Fatigue Management

- 14.4 The management of fatigue is considered a shared responsibility between the Company and its Employees.
- 14.5 The Company will cultivate and support a culture of fatigue risk management in which personnel are comfortable in disclosing their personal sleep and fatigue status, and where seeking assistance is encouraged, consistent with the Company protections afforded to report other safety concerns/risks.
- 14.6 Employees are responsible for attending work in a fit state (fitness for work) by taking into account their lifestyle and medical factors that could influence fatigue and managing these appropriately. All Employees are responsible for ensuring they obtain adequate rest and sleep prior to travelling to Offshore Facilities or travelling home from their Point of Hire.
- 14.7 Subject to the provision of a journey management plan, demobilising Employees who have a Usual Place of Residence more than 100km from their Point of Hire and are driving home as part of their immediate journey and not claiming a taxi provided in the subclause below, will be offered accommodation at no cost to the Employee, at either the Point of Assembly or the Point of Hire prior to returning to their Usual Place of Residence.
- 14.8 Employees are entitled to claim an expense reimbursement of up to \$300 per Swing (mobilisation and demobilisation) for travel between their Usual Place of Residence and the airport on provision of a tax invoice from a licensed taxi provider, ride share service, charter vehicle; if the expense claim is not subject to Fringe Benefit Tax (FBT).
- 14.9 Where an Employee utilises a service provider for the first time, the Employee is required to check prior to using if the service has Company endorsement. If the service provider is not endorsed, the Company will undertake an assessment to ensure claims are not subject to FBT. Should the Company's tax specialist not be satisfied a claim is FBT exempt; the Company will not pay that expense reimbursement.
- 14.10 Claims for a Swing must be submitted as a single submission and within 6 weeks of the Swing demobilisation date for the claim to be approved.

### **15. TRAVEL**

#### Point of Hire and Point of Assembly

- 15.1 The Point of Hire and Point of Assembly for Employees shall be determined upon employment.
- 15.2 The Company shall provide the Employee with flight transport between the Point of Hire, the Point of Assembly, and the Offshore Facility.
- 15.3 An Employee may request to change their Point of Hire between the available locations as stipulated by the Company. Approval to change a Point of Hire will be at the discretion of the Company. For the avoidance of doubt, it is not the Company's practice to approve requests where the change will increase the cost of travel offered to the Employee.

#### Travel Payment





- 15.4 Employees whose Usual Place of Residence is in the same town/city as the Point of Assembly shall not receive a payment for travel to/from the Point of Hire to or from the Point of Assembly.
- 15.5 Employees who are provided fixed wing flight transport between the Point of Hire and the Point of Assembly, will be paid the scheduled hours of their flight duration, rounded up to the nearest hour, paid at the Offshore Pay.
- 15.6 Employees whose Usual Place of Residence is in the same town/city as the Point of Assembly will be paid for the hours of their scheduled fixed wing flight duration rounded up to the nearest hour, where they are required to fly between their Point of Hire and Perth should the Employee be required to travel to/from Perth for training or on a working requirement.
- 15.7 Employees will receive a payment for helo travel between their Point of Assembly and the Offshore Facility equivalent of the scheduled flight duration rounded up to the nearest hour, paid at the Offshore Pay, each time the Employee travels to and from the Point of Assembly and the Offshore Facility.
- 15.8 Employees who fixed wing travel to the Point of Assembly on a day where they do not mobilise offshore and have no paid Rostered Hours of Work on that day; the Employee will receive a payment of three (3) hours for ancillary expenses paid at the Onshore Pay. For the avoidance of doubt this payment is in addition to the payment detailed in subclause 15.5.
- 15.9 In this Agreement where Employees are paid their rostered hours (e.g. Compassionate Leave Cl.20) and are travelling, the paid hours will be in lieu of the travel payment.
- 15.10 The travel payment detailed in subclause 15.5, 15.6 and 15.7 will be calculated based on the provider's scheduled flight duration time only and will not include the Employee's time spent at the airport or traveling to/from the airport from their Usual Place of Residence. For the avoidance of doubt, if the provider's scheduled flight time is 3 hours and 5 minutes, the Employee will be paid for 4 hours. Similarly, if a provider's scheduled flight time is 3 hours and 50 minutes and due to a head wind, the flight takes 4 hours and 10 minutes, the Employee will be paid for 4 hours.

#### Missed Flights

- 15.11 Where an Employee has missed a flight for reasons within the Employee's control, the Company will endeavour to have the Employee mobilised at the first available opportunity. In circumstances where a Full Time Employee is unable to be mobilised, the Employee will be entitled to take annual leave if available or unpaid leave until they are mobilised. In circumstances where a Casual Employee is unable to be mobilised due to logistical or operational reasons, they will not be entitled to payment.
- 15.12 An Employee who has missed a flight for reasons within the Employee's control will be subject to the warnings provided for in counselling and disciplinary process in Cl.10 of this Agreement.

## **16. REDUNDANCY AND SEVERANCE**

#### Redundancy

- 16.1 Employees covered by this Agreement shall be paid no less than the redundancy entitlements in the NES and the subclauses below are intended to supplement this entitlement.
- 16.2 Prior to implementing any reductions to Full Time positions the Company will first terminate ongoing Casual positions of the same impacted classification/s.

#### Consultation

- 16.3 Where the Company has made the decision that a Full Time Employees job is no longer to be performed and that decision may lead to termination of employment, the Company shall consult with relevant parties as required by the Act, the Agreement and with CCM representatives.
- 16.4 The Company will communicate in the following way regarding possible down manning / redundancy decisions:



- Prior to any terminations due to redundancy the relevant CCM representatives will be informed; and
- The Company will consider proposals to avoid or minimise terminations and the adverse effect the terminations on the Employees concerned.

#### Transfer to Lower Paid Duties

16.5 Where there is agreement between the Company and an Employee to transfer a Full Time Employee to lower paid duties for reasons set out in subclause 16.3, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to had the Employee's employment been terminated. The Company may choose to make payment in lieu thereof of an amount equal to the difference between the former ordinary weekly rate of wage and the new lower ordinary weekly rate of wage for the number of weeks of notice still owing.

#### Severance Accrual Payment

16.6 For a Full Time Employee a weekly severance payment of two (2) hours paid at the Day Shift Ordinary Hourly Rate of Pay for every completed week of continuous service (i.e. the On-Duty period and the Off-duty Period counts as continuous service for the purposes of this clause) will be paid into a Redundancy Trust Fund (RTF).

16.7 The severance payment will continue to be paid for all periods of paid leave however it will not accrue for part worked weeks, unpaid leave or unauthorised absence.

16.8 The Redundancy Trust Fund (RTF) will be with Protect.

16.9 The Company will pay into the RTF on no less than a monthly basis.

16.10 When a Full Time Employee's employment is terminated, at the time of termination the Company shall:

- Formally notify the RTF within five (5) working days of the termination; and
- Ensure all contributions owing to the RTF in relation to the Employee are paid up to date.

16.11 The RTF payment shall be deemed to be inclusive of tax payments (if any) required to be paid in relation to Fringe Benefit taxation.

16.12 If a Full Time Employee's employment is terminated by the Company on the grounds of redundancy and the Employee would otherwise be entitled to redundancy pay under the Act, the Company will pay the Employee a redundancy pay that equals the amount the Company is obliged to pay pursuant to the Act less any credits that have been made to the Employee's RTF. If the Company's obligation in relation to redundancy pursuant to the Act is equal to or less than the credit in the Employee's RTF, then the Company shall not be liable for any further payments in relation to its redundancy obligation under the Act.

16.13 This clause does not apply to Casual Employees.

### **17. SUPERANNUATION**

17.1 In accordance with the requirements of the Superannuation Guarantee (Administration) Act 1992 ("SG Act") the Company shall make the required contribution on the Rostered Hours of Work for each eligible Employee to the individual Employee's choice of superannuation fund provided that the fund will allow contributions from the Company and is a complying fund under the SG Act. For avoidance of doubt, superannuation for each Employee is not paid on Over Cycle hours and paid up to the maximum Superannuation contribution base.

17.2 In the event an Employee does not nominate a fund the Company shall make on behalf of that Employee payments to the Company's default fund, "Australian Super" provided Australian Super offer a MySuper product.

17.3 Permanent and Casual Employees may elect to sacrifice part of their gross ordinary pay into their superannuation fund subject to the conditions of this clause.



- 17.4 Employees must notify the Company in writing of the amount of their gross ordinary pay which they wish to sacrifice into superannuation and the Company will then act upon this request.
- 17.5 If the rate of superannuation contributions required under the SG Act is increased during the term of this Agreement or is otherwise increased by the Company, Employees under this Agreement will be entitled to the increased contribution.

## **18. INCOME PROTECTION INSURANCE**

### Income Protection Insurance Eligibility

- 18.1 The Company shall provide and pay for income protection insurance (covering sickness and injury) for:
- Full Time Employee who has commenced work by undertaking their initial mobilisation to the Offshore Facility; and
  - Casual Employees who have completed an On-duty Period and have another On-duty Period scheduled within the following 4 week Off-duty Period. For the avoidance of doubt, a casual Employee who has completed an On-duty Period, and does not have another scheduled Swing, is not entitled to income protection insurance.

### Key Terms of Cover

- 18.2 Subject to subclause 18.3 and the terms of the Company's insurance policy, the key terms of the income protection insurance will include:
- Cover for 100% of an Employee's average weekly earnings to a maximum of \$2,500 per week for 104 weeks applying to personal injury or sickness and 26 weeks for mental health;
  - An excess (waiting) period of 14 days (except sporting injuries – 28 days) applying to personal injury or sickness;
  - The income protection shall not include workers compensation top up or lump sum benefits.

### Policy Change

- 18.3 During the life of the Agreement if the Company's insurer makes a significant change to the underlying policy or there is an increase in the cost of the insurance, the Company will undertake discussions with the parties to this Agreement to detail and explain the impact of these changes. Where the cost of the insurance (including administration costs and taxes) exceeds the cost the Parties have agreed is reasonable, the Company may adjust the policy entitlements or make a change to the policy provider and/or the insurance broker, and any change will be communicated to the Employees covered under this Agreement.

### Other Requirements

- 18.4 Subject to the requirements under the policy of insurance:
- a) a claimant Employee may be required to undertake reasonable rehabilitation programmes as directed by the Company and/or insurer; and
  - b) any Employee making a claim for a period of absence may be reviewed immediately and thereafter on a regular basis as requested by a Company nominated medical examiner; and
  - c) prior to an insurance claim paying, an Employee shall exhaust their balance of paid personal leave entitlement and then be placed on unpaid leave whilst in receipt of insurance payments, until the Employee returns to work or their employment with the Company ends.

## **19. PERSONAL LEAVE (SICK/CARER'S)**

### Sick While on Offshore

- 19.1 An Employee who is Offshore on the Offshore Facility, who is unable to attend work due to illness or fitness for work as instructed by the Offshore Facility medic will continue to be paid their Rostered Hours of Work as if they are at work at the Offshore Pay.



- 19.2 On assessment and as instructed by the Offshore Facility medic, installation manager or their delegate, an Employee may be demobilised from the Offshore Facility. On leaving the Offshore Facility the Employee will no longer be paid for their Rostered Hours of Work and may access their personal leave entitlements.
- 19.3 Employees who are unable to commence mobilisation or travel to the Offshore Facility due to illness or Fitness for Work will be entitled to take personal leave as provided for in this clause.

#### Entitlement to Personal Leave

- 19.4 A Full Time Employee is entitled to accrue 10 days' paid personal leave for each 12 months of service (one (1) day per 5.2 weeks of service) as provided for in the NES.
- 19.5 Personal leave may be taken by an Employee who is absent from work; due to a personal illness, injury (other than that covered by Workers' Compensation); or  
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 the member's illness or injury or an unexpected emergency affecting the member.
- 19.6 Full Time Employees entitled to take a period of personal leave will be paid in that period the Employee's Onshore Pay for the rostered hours of work.
- 19.7 An Employee (including a Casual Employee) is entitled to two (2) days of unpaid carer's leave (subject to the below notice and evidence requirements) for each occasion when a member of the Employee's Immediate Family, or a member of the Employees' household. requires care or support because of a personal illness, or personal injury, affecting the member, or an unexpected emergency affecting the member.
- 19.8 An Employee (excluding Casual Employees) cannot take unpaid carer's leave during a period if the Employee could instead take paid personal/carers leave.
- 19.9 Untaken personal/carers leave accumulates from year to year but is not paid out upon termination of employment.

#### Taking Personal Leave

- 19.10 To be entitled to personal leave an Employee must provide the Company notice that the Employee is or will be absent from work as soon as reasonably practicable. This should ideally be prior to mobilisation or the shift commencing. The notice must explain the reason for the Employee's inability to attend work and estimated duration of absence.
- 19.11 For personal leave greater than two (2) days' duration or as requested by the Company the Employee shall provide documentary evidence in the form of a medical certificate or statutory declaration to support their absence unless otherwise approved by the Company.
- 19.12 An Employee returning after a period of illness or Injury, once assessed as fit to return to work, will be mobilised at the first available opportunity.
- 19.13 In circumstances where a Full Time Employee is unable to be mobilised due to:
- unavailable flights; or
  - unavailable beds on the facility; or
  - the Full Time Employee is within 5 days before the end of their Swing
- following a period of personal leave, the Full Time Employee will be entitled to take further personal leave if available, annual leave if available or unpaid leave until they are mobilised, or they have completed their Swing.
- 19.14 In circumstances where the Full Time Employee is fit, willing and able to return to work following a period of personal leave and is unable to be mobilised for any reason other than those detailed in the subclause above, any On-duty hours of work missed after 24 hours from the Employee being declared fit to return to work the Company will apply either 'make-up hours' as provided for in subclause 12.12 or 'standby' as provided for in subclause 12.8 of this Agreement.



Taking personal leave during a notice period

19.15 The Employee will be entitled to take sick/carers leave during a notice period of termination if the term is covered by a medical certificate. If the notice period is not covered by a medical certificate, the Employee will be entitled to use accrued annual leave if available.

19.16 The Employer will endeavour to mobilise the Employee to the Offshore Facility during the notice period if it is logistically achievable.

## **20. COMPASSIONATE LEAVE**

20.1 On the provision of satisfactory evidence, a Permanent Employee shall be entitled to a period of two (2) days' compassionate leave and up to (2) days travel as per subclause 20.2 for each occasion where:

- a member of their immediate family or household dies; or contracts or develops a life-threatening illness or injury; or
- a baby in their immediate family or household is stillborn; or
- they have a miscarriage; or
- their current spouse or de facto partner has a miscarriage.

20.2 Where a Full Time Employee qualifies for compassionate leave under this clause and is working Offshore at the time they are made aware of the death or near death of Immediate Family or household member; the Employee will receive their rostered hours for the travel day in lieu of the travel payment.

If the Employee is returning to the Offshore Facility after taking their entitlement, the Employee will receive their rostered hours for the travel day paid at the applicable Offshore and Onshore pay.

20.3 Payment in respect of compassionate leave is to be made only where the Employee otherwise would have been on duty and shall not be granted in cases where the Employee would have been off-duty in accordance with the applicable Work Cycle, or on annual leave, personal leave, authorised absence, long service leave, workers compensation, leave without pay.

## **21. JURY SERVICE**

21.1 Jury Service will be paid as per the Western Australian Juries Act 1957 or any other legislation that takes its place.

Notice and Evidence Required

21.2 An Employee, being either a Full Time or an eligible Casual Employee, shall notify the Company as soon as practicable of the date upon which the Employee is required to attend Jury service. Further the Employee shall give the Company proof of attendance, the duration of such attendance and the amount received for such attendance.

Jury Service Period

21.3 The Company will not pay any entitlement under this clause where the Employee chooses to leave work prior to being required to attend Jury service. However, where applicable the Employee will be entitled to use another form of approved leave to cover the unpaid periods.

21.4 The entitlement to Jury Service will only be paid for actual days in attendance, however, if:

- Jury duty continues from a Friday to the Monday of next week; and
- The Employee is rostered to work during the On-duty Period; and
- The Employee is unable to return to work due to the unavailability of flights;

then the Employee will be paid the hours they would have worked at the applicable Onshore Pay.

## **22. LONG SERVICE LEAVE**

22.1 Where applicable, the provisions of the State or Territories Construction Industry Portable Long Service Leave Act, as amended from time to time, will be provided to Employees under this Agreement. Long service leave under this Agreement will be paid in line with the relevant



State or Territory Long Service Leave Act. For the avoidance of doubt, under the current established Work Cycle (Cl.12.5(a)) the ordinary hours worked will be 228 hours for Full Time Employees, and under the current established Work Cycle (Cl.12.5(b)) the ordinary hours worked will be 152 hours for Full Time Employees.

### **23. PARENTAL LEAVE AND FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 23.1 Parental leave and Family & Domestic Violence Leave provisions as prescribed in the Act, and the applicable Company policy, will set the minimum standards for eligible Employees under this Agreement.
- 23.2 For the purposes of this clause, the term Parental Leave shall include an entitlement to maternity leave, paternity leave and adoption leave.

### **24. ANNUAL LEAVE**

- 24.1 As provided for in the NES a Full Time Employee shall accrue 4 weeks (168 hours) of annual leave entitlement for every 12 months of continuous service.
- 24.2 As provided for in the NES a Full Time Employee who is a "Continuous Shift Worker" as defined in Cl. 4 shall accrue 5 weeks (210 hours) of annual leave entitlement for every 12 months continuous service.
- 24.3 Employees may take a period of annual leave during their On-duty Period and/or their Off-duty Period of their Work Cycle.
- 24.4 Where an Employee schedules annual leave during the On-duty Period they will provide the Company with at least three (3) months notice prior to taking that leave. For leave taken during the Off-duty period they will provide at least one (1) swing of notice.
- 24.5 Otherwise than as stated in this Agreement, where an Employee schedules annual leave during their On -duty Period, the leave may only be taken as a complete Work Cycle or Work Cycles. The exception to this is that once per calendar year, an Employee with at least 12 months continuous service (i.e excludes periods of unpaid leave) as a Full Time Employee, may take a single week of annual leave provided the week of annual leave is either the first or last week of a Swing. Annual leave is subject to management approval and flight availability. If there is no fixed wing flight or helicopter available on requested mobilisation or demobilisation dates the Employee will be required to use additional leave or remain at work until a flight can be scheduled.
- 24.6 Annual Leave when taken will be paid at the Offshore Pay and the offshore allowance will be applicable.
- 24.7 Annual leave may be cashed out in accordance with the following provisions:
- Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 12 months of entitlement; and
  - Each cashing out of paid annual leave must be by a separate agreement in writing between the Company and the Employee; and
  - The Employee will be paid out the same amount they would have received had they taken the annual leave.

### **25. CEREMONIAL LEAVE**

- 25.1 The Company is committed to the principals and objectives of reconciliation where we work towards a future that recognises the contribution of First Nations peoples.
- 25.2 On the provision of reasonable notice and with approval from the Company, a Full Time Employee who is legitimately required by Aboriginal tradition to be absent from work for an Aboriginal ceremonial purpose will be entitled to take a single absence of up to 10 working days unpaid leave in each year of continuous service.
- 25.3 In circumstances where a Full Time Employee is unable to be mobilised due to logistical or operational reason following a period of Ceremonial leave, the Employee will be entitled to





take annual leave if available or unpaid leave until they are mobilised or they have completed their Swing.

## **26. PUBLIC HOLIDAYS**

- 26.1 The Company will require an Employee to work on a Public Holiday where it falls during an Employee's rostered Work Cycle.
- 26.2 Time worked on a Public Holiday will be paid at the Overtime hourly rate of pay as provided for in Schedule 1 of this Agreement.
- 26.3 An Employee who is not rostered to work on a public holiday is not entitled to payment for such a day.

## **27. WORKERS COMPENSATION**

- 27.1 An Employee shall not be entitled to take personal/carer's leave (whether paid or unpaid) for any period which the Employee is entitled to receive workers' compensation payments.
- 27.2 A Full Time Employee is entitled to take or be paid annual leave for any period which the Employee is entitled to receive workers compensation payments.
- 27.3 An Employee is not entitled to accrue any leave or absence (whether paid or unpaid) during a period which the Employee is absent from work because of personal injury/illness for which the Employee is receiving workers' compensation payments.

## **28. TRAINING/MEETINGS/MEDICALS**

### Training

- 28.1 Employees may be required to attend training, meetings and medicals during both their On-duty Period and their Off-duty Period while they are not on the Offshore Facility.
- 28.2 Employees (Full Time and Casual) are required to possess and maintain the qualifications and skills required to perform the role for which they were engaged and to enable the Employee to work offshore.
- 28.3 The Employee will be responsible for any fees associated with the maintaining of licenses or trade qualifications. For clarity, this includes Electrical Licenses, High Risk Licenses, and trade qualification inherent requirements.
- 28.4 The Company will provide and pay for the following refreshers, renewals and training for Employees who are required by the Company to undertake duties requiring the refresher, renewal or training:
- BOSIET/FOET i.e. T-BOSIET/T-FOET
  - MSIC
  - Confined Space Entry
  - Working at Heights
  - First Aid
  - LVR/CPR
  - EEHA – Inlec/Elec
  - Flange Management Level 1 & 2
  - Gyroloc Small Bore Fittings
  - CA-EBS
  - VOCs for High Risk Licenses and Welder Qualifications
  - Rope Access
- 28.5 For training which is a requirement for the Employee being able to work Offshore, the Employee will be responsible to ensure any applicable training is scheduled prior to expiry. All Company provided training must be approved by the Company prior to it being undertaken.
- 28.6 In addition to the training in subclause 28.4 the Company may also require an Employee undertake additional training for operational reasons or upskilling.





- 28.7 The Company will endeavour to provide at least eight (8) weeks' notice of notice where training is expected to occur on an Off-duty period.
- 28.8 Employees who have a Point of Hire outside of 100km radius from Perth, and are required to attend training in Perth, will be provided accommodation and meals for the training duration.
- 28.9 The Company will endeavour for Employees who live in regional areas or more than 100km from the Point of Hire to be offered the opportunity of undertaking training and VOC at an approved RTO closest to their place of residence.
- 28.10 For training in the greater metropolitan area, the Company will utilise their preferred training provider. In circumstances where an Employee chooses to use an alternative training supplier offering the same training (meeting the required standard); the Employee may pay for the training and the Company will reimburse the Employee up to the cost and duration that the training would have cost the Company by their preferred training provider. Prior to undertaking any training, the Employee will get approval from the Company to ensure the training is of the required standard.

#### Payment for Training/Meeting

- 28.11 Where an Employee is required to attend training as provided for in subclause 28.4 and 28.6 during their Off-Duty period while they are not on the Offshore Facility, they will be paid a minimum of four (4) hours for each day of training or up to the duration of the training at the Onshore Pay except in circumstances stated in subclause 28.12.
- 28.12 Where training as provided for in subclause 28.4 and 28.6 includes a mandatory online component which is required to be completed in the Employees own time (i.e. not able to be completed during working hours); the 'Company allocated time' for the online component (including online assessments) will be paid for the completion of that training at the Onshore Pay. The 'Company allocated time' will be determined by the Company through discussions with the provider and may be more or less than actual time taken and no additional time will be paid. The 'Company allocated time' will be a time calculated on the basis of the time it would take a reasonable person to complete that particular unit of online training. For the avoidance of doubt, this does not include any pre read material or guides.
- 28.13 Where an Employee is scheduled to attend training and, without reasonable notice does not attend the training for a reason within the Employee's control; and the training is required to be rescheduled; the rescheduled training time will be unpaid.
- 28.14 Where an Employee is required to attend a meeting onshore, they will be paid for the duration of the meeting at the Onshore Pay.

#### Medicals

- 28.15 Employees will be required, as an inherent part of their role, to hold a current medical as per Client requirements.
- 28.16 Pre-employment medicals will be provided by the Company however this will be undertaken as part of the pre-employment process and the time will be unpaid.
- 28.17 Where an Employee is required to have their medical renewed, the Company will provide the medical and the Employee shall receive a payment of four (4) hours pay at the Onshore Pay for the time taken to complete the medical.
- 28.18 Where an Employee is required to complete a medical for a return-to-work situation after absence, the medical will be provided by the Company and the time will be unpaid. Return to work medicals will only be required where the Company has a genuine concern regarding the ability for the Employee to be able to safely undertake their role and will be managed through the Company Health and Rehabilitation department.

## 29. PAYMENT OF WAGES

### Payment of Wages

- 29.1 All monies paid pursuant to this Agreement shall be paid fortnightly by electronic transfer of funds into one account nominated by the Employee with a bank or other financial institution recognised by the Company.
- 29.2 The Company shall have the right to deduct any amount required to be paid by the Employee under this clause for cases of any overpayment or there are outstanding monies owing by the Employee to the Company. Prior to any deduction the Company will put in writing to the Employee details of the overpayment, the outstanding amount and a proposed deduction method. If the Employee disputes the deduction prior to the next available pay period, the Company will not deduct the money until the amount and deduction method is discussed and agreed. The agreed plan for repayment will not exceed three (3) months.

If an agreed position cannot be reached, either party may place the overpayment in dispute under Cl.9 of this Agreement.

In circumstances where the Employee's employment is terminated and there are outstanding monies owed by the Employee to the Company, including overpayments made to the Employee, the Company may withhold the outstanding amount from the final payment.

### Pay Queries

- 29.3 The Employer is committed to responding to Employee payroll queries in a timely fashion and where possible, make any necessary pay adjustments in the next available pay.
- 29.4 Where an Employee has an issue regarding their pay, they are required to state their query clearly in writing using the payroll query process.
- 29.5 The Employer will respond to this query no later than 10 business days from the date the query was submitted. Where the Employee does not agree with the response, the Employee is to arrange a meeting via their manager with the payroll team.
- 29.6 Should the Employee not receive or continue to dispute the response, the Employee is able to escalate their claim utilising the disputes procedure in this Agreement, by submitting the query in writing with any relevant documents to their Manager. The relevant CCM representative can be consulted to assist in this process.

## 30. STAND DOWN

### Stand down

- 30.1 In the event the Company is unable to provide normal work due to a failure in critical equipment, industrial action, or any circumstances beyond the Company and the Client's control, the Company is entitled to stand down an Employee and the Company is not required to pay for any such day on which the Employee cannot be gainfully employed because of such an event. Where a stand down is to occur, the Company will provide as much notice as possible.
- For the avoidance of doubt, bed busts are not considered as circumstances beyond the Client's control and a stand down for bed availability under this subclause will not be applicable. In bed bust situations the Company will treat missed hours for Full Time Employees as either 'make-up hours' as provided for in subclause 12.12 or 'standby' as provided in subclause 12.8.
- 30.2 Where a stand down occurs, Full Time Employees will be permitted to take their annual leave accrual until exhausted.
- 30.3 In lieu of enacting a stand down, the Company may require an Employee to undertake onshore training or alternative duties where the Employee will be paid the Onshore pay.

### Cyclone Stand Down

- 30.4 The following subclauses will apply where a cyclone disrupts operations.



- 30.5 Where the Employee is retained on the Offshore Facility during a cyclone event, the Employee will continue to be paid the Employees Rostered Hours of Work they were scheduled to complete at the Offshore Pay. If the Employee remains on the Offshore Facility beyond their Work Cycle, they will continue to be regarded as being at work working their customary hours and will be paid Over Cycle until they are demobilised.
- 30.6 Where an Employee (Full Time or Casual) is held in standby at the Point of Assembly, the Employee shall continue to be paid their rostered hours at the Onshore Pay. This payment will be paid at the Night Shift Hourly Rate of Pay if the Employee is being required to return to Night Shift should they be mobilised to the Offshore Facility.
- 30.7 Where an Employee is stood down to their Point of Hire or is waiting to mobilise to begin their Work Cycle and is delayed due to a cyclone, the Employee shall be held in readiness and continue to be paid their rostered hours at the Onshore Pay for a maximum of three (3) days. The applicable three (3) days shall include any stand down days paid at the Point of Assembly as provided for subclause 30.6.
- 30.8 After three (3) days stand down as provided for in subclause 30.7, if the Employee is unable to be mobilised due to the cyclone or damage caused by the cyclone, a stand down as provided for in subclause 30.1 may be applied.
- 30.9 In circumstances where a Full Time employee remains at their Point of Hire after the three (3) day cyclone stand down period, or the decision is made by the Company that the Employee shall not return to the facility for reasons outside of an eligible stand down (ie awaiting flights or close to the end of their Swing), the Full Time employee will be held in readiness for the remainder of their Swing and missed shifts will be treated as 'make up hours' as provided for in subclause 12.12 or as 'standby' as provided for in subclause 12.8 as determined by the Company.
- 30.10 For a Casual Employee, unworked days at the Point of Hire after three (3) stand down days will not be paid.
- 30.11 If an Employee is required to return to work following the cyclone stand down and is unavailable, the Employee will not be paid for the cyclone stand down period.

### **31. PPE & PROTECTIVE CLOTHING**

- 31.1 Prior to initial mobilisation all offshore Employees will be issued:
- four sets of overalls; and
  - one pair of safety boots.
- 31.2 Consumable PPE (hard hats, safety glasses, gloves etc) will be available offshore as required. All PPE will be re-supplied on a fair wear and tear basis for all Employees.
- 31.3 Where the Employee purchases their own pair of prescription safety glasses that meet Australian Standards (AS/NZ 1337.6:2012 or as amended), the Company will reimburse the cost of the purchase up to \$300 and replace where the Employee is able to show fair wear and tear of the glasses.
- 31.4 Where the Employee purchases their own pair of safety boots provided the boots meet the Offshore Facility standards, the Company will reimburse the cost of the purchase up to \$150 per pair and replace where the Employee is able to show fair wear and tear.

### **32. OFFSHORE EMPLOYEES WORKING ONSHORE**

- 32.1 From time to time an Offshore Employee may be asked to work Onshore, where they will be paid at the Onshore Pay.
- 32.2 If an Offshore Employee agrees to undertake a short-term Perth, or other location-based onshore assignment, the Employee may be required to work a different work pattern or Work Cycle for the duration of the assignment which may include a Monday to Friday 5-day week.
- 32.3 All other entitlements and conditions under the Agreement would remain the same.



### 33. CLASSIFICATIONS

33.1 This Agreement provides for a five-level classification structure which encapsulated recognition for skills and competencies. In addition, there is a recognition process for various specialist skills and positions held in terms of specified allowances across the offshore operations. Multi-skilling and multi-tasking are a fundamental part of all classifications prescribed within this agreement.

Employees will be engaged in one of the Classifications in the table below:

Senior Trade
<p>Employees shall be appointed by the Company to this classification from a trade classification. To be appointed, Senior Trade Employees must demonstrate and maintain the following:</p> <ul style="list-style-type: none"><li>• Length of service – 12 months continuous service; and</li><li>• Competency –<ul style="list-style-type: none"><li>- Company signoff that all core competencies are performed at a “High Standard” assessment grade; and</li><li>- holds additional qualifications in addition to the trade and is required to utilise those associated skills by the Company. An additional qualification example includes Non-destructive Testing Technician Level 3 (as defined by AS3998-1992).</li></ul></li></ul>
Trade / Crane Operator
<p>Trade - Employee must hold a trade qualification that is recognised and utilised by the Company. Trade Employees engaged at this classification include:</p> <ul style="list-style-type: none"><li>• Inlec (Instrument and Electrical)</li><li>• Electrician or Electrical Fitter</li><li>• Instrument Fitter</li><li>• HVAC</li><li>• Mechanical Fitter</li><li>• Boilermaker/Welder</li><li>• Sheetmetal Worker/Insulator Trade</li><li>• Tube Fitter/Pipe Fitter Trade (Including plumber trades)</li><li>• Industrial Painter and Blaster (trade qual Cert III Surface Finishing)</li></ul> <p>Crane Operator - An offshore endorsed Crane Operator will be recognised at this level.</p>
Senior/Multiskilled Services – Non-Trade
<p>Employees shall be appointed by the Company to this classification from a Services – Non-Trade Technician classification. To be appointed, Senior Services Technician Employees must demonstrate the following:</p> <ul style="list-style-type: none"><li>• Length of service – 12 months continuous service; and</li><li>• Competency –<p>In addition to their original Service Employee classification qualifications and competency, Employees will hold and utilise an additional qualification and competency in one of the roles below:</p><ul style="list-style-type: none"><li>- Advanced Rigger and Advanced Scaffolder</li><li>- Industrial Painter/Blaster – Qualified and experienced</li><li>- Insulator/Lagger – Non-Trade – Qualified and experienced</li></ul></li></ul>



- Service Technician – Non-Trade – Qualified, experienced and completes Heli Ops, Marine Ops and Deck Ops.

For avoidance of doubt, an Advanced Rigger and Advanced Scaffolder who is also competent and required to undertake the duties of a qualified Service Technician from time to time will be recognised at this level.

### **Services – Non-Trade**

Employees of this classification will hold the relevant current qualification and experience and be engaged as:

- Advanced Rigger and/or Advanced Scaffolder
- Industrial Painter/Blaster
- Insulator/Lagger – Non-Trade – Qualified and experienced
- Service Technician - Non-Trade - Heli Ops, Marine Ops and Deck Ops
- Store Person

### **General Services/ Entry Level – Non-Trade**

Employees of this level will be engaged as:

- Trades Assistant
- General Services Officer (GSO) – includes basic rigging, and/or scaffolding, stores, lagging, service tech duties in training.
- Industrial Cleaner



## **SCHEDULE 1. RATES OF PAY**

### **Flat Hourly Rate**

SCH 1 (1) The flat hourly rates in these Schedules incorporate all payments, entitlements, wage benefits and other compensation except where expressly provided elsewhere in this Agreement, including but not limited to:

- All rostered work hours including work on Saturdays, Sundays and Public Holidays;
- All other applicable allowances, penalties, licences and disabilities associated with the work;
- Loadings including casual (for Casual Employees) and leave loadings;
- Shift handovers, attendance at safety meetings, all fire, emergency, first aid, safety evacuation and muster drills occurring during off-duty time;
- Shift work;
- All time spent traveling, inclusive of fixed wing and helo flights, including schedule and delay times between the POH, POA and the offshore facility.
- And all other factors associated with the work performed on the Offshore Facility.

### **Full Time Ordinary Hourly Rate of Pay**

SCH 1 (2) At the commencement of this Agreement the following flat hourly rates of pay shall be paid to **Full Time** Employees engaged under this Agreement for all ordinary hours worked.

<b>Full Time Ordinary Classification</b>	<b>Day Shift Ordinary Hourly Rate of Pay</b>	<b>Night Shift Ordinary Hourly Rate of Pay</b>
Senior Trade	\$84.59	\$101.51
Trade / Technician	\$82.41	\$98.89
Multiskilled Services Technician	\$80.14	\$96.17
Services Technician	\$77.85	\$93.42
General Services	\$70.71	\$84.85

### **Full Time Overtime Hourly Rate of Pay**

SCH 1 (3) At the commencement of this Agreement the following flat Overtime hourly rate of pay shall be paid to **Full Time** Employees engaged under this Agreement for all Overtime hours worked which are not Over Cycle.

<b>Full Time Overtime Classification</b>	<b>Day Shift Overtime Hourly Rate of Pay</b>	<b>Night Shift Overtime Hourly Rate of Pay</b>
Senior Trade	\$84.59	\$101.51
Trade / Technician	\$82.41	\$98.89
Multiskilled Services Technician	\$80.14	\$96.17
Services Technician	\$77.85	\$93.42
General Services	\$70.71	\$84.85



Full Time Over Cycle Hourly Rate of Pay

SCH 1 (4) At the commencement of this Agreement the following flat Over Cycle hourly rate of pay shall be paid to **Full Time** Employees engaged under this Agreement for all Over Cycle hours of work.

<b>Full Time Over Cycle Classification</b>	<b>Day Shift Over Cycle Rate of Pay</b>	<b>Night Shift Over Cycle Rate of Pay</b>
Senior Trade	\$101.51	\$118.43
Trade / Technician	\$98.89	\$115.37
Multiskilled Services Technician	\$96.17	\$112.20
Services Technician	\$93.42	\$108.99
General Services	\$84.85	\$98.99

Casual Ordinary Hourly Rate of Pay

SCH 1 (5) At the commencement of this Agreement the following flat hourly rates of pay shall be paid to **Casual** Employees engaged under this Agreement for all ordinary hours worked. The rates include a casual loading.

<b>Casual Ordinary Classification</b>	<b>Day Shift Ordinary Hourly Rate of Pay</b>	<b>Night Shift Ordinary Hourly Rate of Pay</b>
Trade / Technician	\$94.77	\$111.25
Services Technician	\$89.53	\$105.10
General Services	\$81.31	\$95.45

Casual Overtime Hourly Rate of Pay

SCH 1 (6) At the commencement of this Agreement the following flat Overtime hourly rate of pay shall be paid to **Casual** Employees engaged under this Agreement for all Overtime hours worked which are not Over Cycle.

<b>Casual Overtime Classification</b>	<b>Day Shift Overtime Hourly Rate of Pay</b>	<b>Night Shift Overtime Hourly Rate of Pay</b>
Trade / Technician	\$94.77	\$111.25
Services Technician	\$89.53	\$105.10
General Services	\$81.31	\$95.45

Casual Over Cycle Hourly Rate of Pay

SCH 1 (7) At the commencement of this Agreement the following flat Over Cycle hourly rate of pay shall be paid to **Casual** Employees engaged under this Agreement for all Over Cycle hours of work.





<b>Casual Over Cycle Classification</b>	<b>Day Shift Over Cycle Rate of Pay</b>	<b>Night Shift Over Cycle Rate of Pay</b>
Trade / Technician	\$111.25	\$127.73
Services Technician	\$105.10	\$120.67
General Services	\$95.45	\$109.59



## **SCHEDULE 2. ALLOWANCES**

### **Offshore Allowance**

SCH 2 (1) An Employee will receive an Offshore Allowance for each hour worked while on the Offshore Facility. For the avoidance of doubt, the Offshore Allowance is paid when an Employee is working offshore and it is not paid when an Employee is 'not offshore' except in circumstances as specifically stated in this Agreement.

The Offshore Allowance will be:

	<b>Commencement</b>
Offshore Allowance	\$7.98

### **Leading Hand Allowance**

SCH 2 (2) An Employee who is appointed by the Company to be a Leading Hand will be paid a flat leading hand allowance paid on all hours, including travel and approved leave.

SCH 2 (3) For short term assignments or step-up situations, the Company may require an Employee to temporarily undertake the role of a Leading Hand (including Rope Access Level 3). In these situations, the Employee will be paid the Leading Hand Allowance for the duration they undertake the role.

SCH 2 (4) The Leading Hand Allowance will be:

	<b>Commencement</b>
Leading Hand Allowance	\$3.78

### **Electrical Licence Allowance**

SCH 2 (5) An Employee who is required by the Company to hold a relevant State or Territory electrical licence will be paid a flat electrical licence allowance paid on all hours, including travel and approved leave. The Electrical Licence Allowance will be:

	<b>Commencement</b>
Electrical Licence Allowance	\$2.07

### **Dual Trade Instrument and Electrical Tradesperson Allowance**

SCH 2 (6) An Employee who is required by the Company as a Dual Trade Instrument and Electrical Tradesperson (Inlec) will be paid a flat dual trades allowance, paid on all hours including travel and approved leave. The Dual Trade Instrument and Electrical Tradesperson Allowance will be:

	<b>Commencement</b>
Dual Trade I&E Trades Allowance	\$2.18



Rope Access Allowance

SCH 2 (7) An Employee who is appointed by the Company to undertake Rope Access duties will receive the following Rope Access Allowance for each shift worked where they are required to undertake those duties. The Rope Access Allowance will be:

Rope Access Level	Commencement
Level 1	\$26.01 /shift
Level 2 & 3	\$39.01/shift

SCH 2 (8) A Level 3 Rope Access qualified Employee who is appointed by the Company to undertake Level 3 duties will receive the Leading Hand Allowance as provided for in subclause (2) of this schedule in addition to the Rope Access Allowance.

Special Coded Welder Allowance

SCH 2 (9) An Employee who is required by the Company to undertake welding work which requires a specific qualification to meet the desired Australian Standard, and are welding either:

- stainless steel (304, 310, 316, or 904); or
- chrome molybdenum; or
- aluminium; or
- other exotic metals as defined by the Company

shall receive a Special Coded Welder Allowance for each hour worked while undertaking those duties. The Special Coded Welder Allowance will be:

	Commencement
Special Coded Welder Allowance	\$2.07



### **SCHEDULE 3. ANNUAL WAGE ESCALATIONS**

#### **Rate and Allowance Escalations**

SCH 3 (1) From the first full pay period after 1 June 2025; 1 June 2026 and 1 June 2027, the hourly rates of pay in SCHEDULE 1 and allowances in SCHEDULE 2 of this Agreement will increase by the higher of:

- 3%; or
- the applicable Wage Price Index (WPI) as defined in Clause 4 – Definitions of this Agreement.



## **SCHEDULE 4. GREENFIELDS HOOK-UP, COMMISSIONING & COMPLETIONS WORKS**

### Application of Schedule

- SCH 4 (1) This schedule (SCH.4) shall only apply to Greenfields Hook-up, Commissioning and Completions Work as defined in clause 4 of this Agreement.
- SCH 4 (2) This schedule (SCH.4) shall not apply to Maintenance Work including Brownfields Modification and Upgrade Work, as defined in clause 4 of this Agreement.
- SCH 4 (3) The point at which the scope of work transitions from offshore Greenfields Work to Brownfields Work shall be determined by the Company in accordance with the definitions in Clause 4 of this Agreement.

### Greenfields Hook-up, Commissioning and Completions Loading

- SCH 4 (4) Employees covered by this Schedule shall be entitled to a Greenfields Hook-up, Commissioning and Completions loading calculated on the basis of 25% of the Employee's gross earnings for all hours worked, inclusive of allowances and for all hours travelled.

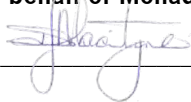


## SIGNATORY PAGE

### Company Signature:

**Signed for and on behalf of Monadelphous Engineering & Associates Pty Ltd**

Signature:



Name:

Doug Macintyre

Position:

General Manager - M&IS Energy

Address:

59 Albany Highway, Victoria Park WA

Post Code:

6100

Date:

29/11/2024

Explanation of authority to sign the agreement: General Manager of the Monadelphous Energy Division

-----  
**Bargaining Representative Signature:**

**Signed for and on behalf of**

Union Name:

The Australian Workers' Union

Signature:



Name:

Paul Farrow

Position:

AWU National Secretary

Address:

Level 2, 16-20 Good Street Granville NSW

Post Code:

2142

Date:

29 November 2024

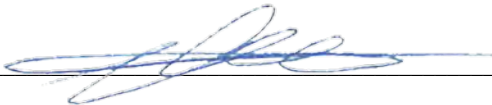
Explanation of authority to sign the agreement: AWU National Secretary



**Bargaining Representative Signature:**

**Signed for and on behalf of**

Union Name: Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Electrical Division, Western Australian Branch

Signature: \_\_\_\_\_

Name: Adam Woodage

Position: State Secretary

Address: 3 Focal Way, BAYSWATER WA

Post Code: 6053

Date: 27th November, 2024

Explanation of authority to sign the agreement:

State Secretary of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Electrical Division, Western Australian Branch





**Bargaining Representative Signature:**

**Signed for and on behalf of**

Union Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Post Code: \_\_\_\_\_

Date: \_\_\_\_\_

Explanation of authority to sign the agreement: \_\_\_\_\_



# APPENDIX 1.

## Workplace Delegates' Rights Clause

1. This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

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

2. In this clause:
  - a. **employer** means the employer of the workplace delegate;
  - b. **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
  - c. **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
3. Before exercising entitlements under clause, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
4. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

### 5. Right of representation

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

- a. consultation about major workplace change;
- b. consultation about changes to rosters or hours of work;
- c. resolution of disputes;
- d. disciplinary processes;
- e. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- f. any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

### 6. Entitlement to reasonable communication

- a. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under 5. of this clause. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- b. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

### 7. Entitlement to reasonable access to the workplace and workplace facilities

- a. The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - ii. a physical or electronic noticeboard;
  - iii. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;



- iv. a lockable filing cabinet or other secure document storage area; and
  - v. office facilities and equipment including printers, scanners and photocopiers.
- b. The employer is not required to provide access to or use of a workplace facility under subclause 7(a) if:
  - i. the workplace does not have the facility;
  - ii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - iii. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

## **8. Entitlement to reasonable access to training**

The Company must provide a workplace delegate with access to up to five (5) days of paid time during normal working hours for initial training and at least three (3) days each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- a. In each year from the commencement of this Agreement, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- b. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - i. full-time or part-time employees; or
  - ii. regular casual employees.
- c. Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- d. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- e. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- f. The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- g. The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

## **9. Exercise of entitlements under this clause**

- a. A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - i. comply with their duties and obligations as an employee;
  - ii. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
  - iii. not hinder, obstruct or prevent the normal performance of work; and
  - iv. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.



- b. This clause does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- c. This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- a) unreasonably fail or refuse to deal with a workplace delegate; or
- b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or this clause.



THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/4818

Applicant:

Monadelphous Engineering Associates Pty Ltd

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

**Undertaking – Section 190**

I, Jeremy Brown, IR Manager – M&IS, have the authority given to me by Monadelphous Engineering Associates Pty Ltd to give the following undertakings with respect to the MEA Pty Ltd Offshore Agreement 2024 ("the Agreement"):

1. For the purpose of this Agreement, the definition of Continuous Shiftworker in clause 4 will be replaced by the definition from the Hydrocarbons Industry (Upstream) Award 2020 being: "Continuous Shiftworker means an employee engaged in an enterprise in which shifts are continuously rostered 24 hours per day, 7 days per week and who is rostered regularly to work those shifts and works regularly on Sundays and public holidays."

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

Signature

Date

  
20/12/2024