

CONDEX SERVICES PTY LTD

**CONDEX SERVICES PTY LTD ESSO OFFSHORE
AND ONSHORE ELECTRICAL MAINTENANCE
SERVICES AGREEMENT 2024**

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1 TITLE

This Agreement shall be referred to as the *Condex Services Pty Ltd Esso Offshore and Onshore Electrical Maintenance Services Agreement 2023*.

2 SCOPE AND APPLICATION

This Agreement shall apply to employees of Condex Services Pty Ltd (the Employer), who are engaged to perform work on turn-around, shutdown, decommissioning work, contract maintenance, operational support and maintenance assistance as required by the client, Esso Australia Pty Ltd, at the following locations, including valve sites.

- Gippsland Gas Processing and Crude Stabilisation Plant (Longford Gas Plant)
- Long Island Point Fractionation Plant (LIP)
- Barry Beach Marine Terminal (BBMT)
- Esso Offshore Platforms within Bass Strait Victoria

3 PARTIES COVERED

The parties to this Agreement are:

- All employees, whether members of an organisation of employees listed in this clause 3 or not, engaged in any of the occupations specified in clause 27 of this Agreement.
- The ETU (CEPU Electrical Division) “the Union”.
- Condex Services Pty Ltd (ABN: 64 622 385 871) “the Employer” or “the Company”

4 DATE AND PERIOD OF OPERATION

This Agreement shall commence the first full fortnightly pay period after the Agreement is approved by the Fair Work Commission (FWC) and shall remain in force until the 1st March 2027 (The nominal expiry date).

The parties agree that a review of this Agreement will commence at least 6 months prior to the nominal expiry date, with the aim of negotiating a further agreement to operate from the expiration of this Agreement.

5 NO EXTRA CLAIMS & NOT TO BE USED AS A PRECEDENT

It is a term of this Agreement that the parties covered by this Agreement will not pursue any extra claims, Award or over Award, for the duration of this Agreement as specified in clause 4 of this Agreement.

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise. The wage rates and conditions set out herein only apply to the work described in clause 2 (Scope and Application), and will not be used as a precedent for any claims elsewhere.

6 DEFINITIONS

In this Agreement, the following terms are defined:

Term	Definition
Agreement	means this <i>Condex Services Pty Ltd Esso Offshore and Onshore Electrical Maintenance Services Enterprise Agreement 2024</i>
ATO	means the Australian Taxation Office
Award	means Electrical, Electronic & Communications Contracting Award 2020 [MA000025] as varied from time to time
Client	means Esso Australia Pty Ltd
CPD	means Continuing Professional Development
EA	means Enterprise Agreement
E & I	means Electrical and Instrumentation
Employer	means Condex Services Pty Ltd
Employees	means employees of the employer defined in clause 3
FW Act	means the Fair Work Act 2009 (Cth) as amended or replaced from time to time
FWC	means the Fair Work Commission
IRATA	means Industrial Rope Access Trade Association
LeavePlus	means LeavePlus Portable Long Service Leave (formerly ColInvest)
LAHA	Means Living Away from Home Allowance
LWOP	means leave without pay
NES	means the National Employment Standards contained in the Fair Work Act 2009 (Cth) as amended or replaced from time to time.
Non-rostered overtime	means overtime that is not included in an offshore employee's rostered cycle
Onshore Worker	is an employee who is engaged to work at Longford Gas Plant, Long Island Point Fractionation Plant & valve/pipeline sites
Offshore Worker	is an employee who is engaged to work on offshore platforms in Bass Strait
Protect	means Protect Severance Fund
RDO	means rostered day off
R & R	means rest and recreation during the offshore off cycle
TOIL	means time off in lieu

7 INCORPORATING AWARD AND NATIONAL EMPLOYMENT STANDARDS

This Agreement incorporates the provisions of the Electrical, Electronic and Communications Contracting Award 2020 or its successor award(s), as varied from time to time ("Award") as at the date of approval of the Agreement by employees, provided that no provision of the Award, however applied, shall grant or vest any monetary, or other benefit or entitlement, in addition to the provisions set out in this Agreement with respect to wages, hourly rates, penalties, loadings, allowances, minimum entitlements or any other provision providing a monetary or related benefit. No provision of the Award shall apply so as to grant or vest a right or entitlement to any organisation that is not a signatory to this Agreement.

Further, no provision shall be applied or operate so as to restrict or limit the flexibilities, working arrangements and hours of work (including spread of hours, shifts, overtime arrangements or other method of working hours no matter how described) established by this Agreement.

Where there is an inconsistency between the terms of the Award and the terms of this Agreement, the terms of this Agreement shall prevail to the extent of any inconsistency.

Clause 5 of the Award is not incorporated into this Agreement. The Individual Flexibility Arrangement is covered in clause 11 of this Agreement.

The terms and conditions provided for in this Agreement ensure the employees are better off overall when compared to the terms and conditions of the Award.

Notwithstanding the above, the following Award terms are not incorporated into this Agreement:

- Award flexibility – (see Clause: *Workplace Flexibility of this Agreement*)
- Dispute resolution – (see Clause: *Dispute Resolution of this Agreement*)
- Consultation – (see Clause: *Consultation of this Agreement*)

In this Agreement, references to the Award shall mean the referenced clause or instance contained in the Award is incorporated into this Agreement.

The National Employment Standards (NES) applies at all times to employees covered by this Agreement. Where the NES is varied to provide a benefit higher than that contained in this Agreement or Award, the lower benefit contained in this Agreement shall be null and void and the benefit contained in the NES shall apply.

Fair Work Statements will be issued to all employees before, or as soon as possible, upon this agreement being approved or commencing employment with the organisation.

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

8 CONSULTATIVE COMMITTEE

The employer as part of its commitment to continuous service and performance improvement will continue an improvement program jointly developed by a consultative committee made up of representation of management and employees. The committee's employee representatives will be elected and will be of functional size and representative of offshore and onshore maintenance activities. As a minimum the consultative committee shall include all elected employee representatives. The consultative committee shall meet every six months, except when the committee determines that it is necessary to increase the frequency of consultative meetings.

Where employees continually fail Company procedural compliance that affects the function of the Company, the consultative committee shall come together on such an issue.

9 CONSULTATION

This term applies if:

- the employer proposes to introduce a major change to production, program, organisation, structure, or technology in relation to its business and the change is likely to have a significant effect on employees;
- the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees; or
- another clause in this Agreement requires that a matter (for the purpose of this clause, 'the change') be the subject of consultation between the employer, employee(s) and/or their union(s).

As soon as practicable, and prior to any definite decision being made, the employer must discuss with the relevant employees (inclusive of any representative(s) nominated by the relevant employees) the introduction of the change and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate any adverse effect of the change on the employees.

The relevant employees may appoint a representative for the purposes of the procedures in this term, if;

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- the employee(s) advise the employer of the identity of the representative; the employer must recognise the representative.

For the purposes of the discussion, the employer will provide the relevant employees (inclusive of any representative(s) nominated by the relevant employees) in writing:

- all relevant information about the change including the nature of the change proposed;
- information about the expected effects of the change on the employees; and
- any other matters likely to affect the employees.

However, the employer is not required to disclose confidential information.

In relation to any change about rosters or ordinary hours of work, the employer must 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). The employer must give prompt and genuine consideration to matters raised by the relevant employees about the proposed change, including any impact the change will have on the employees' family or caring responsibilities.

In this clause, a major change is likely to have a significant effect on employees if it results in:

- the termination of the employment of employees;
- major change to the composition, operation, or size of the employer's workforce or to the skills required of employees;
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- the alteration of hours of work;
- the need to retrain employees;
- the need to relocate employees to another workplace; or
- the restructuring of jobs.

The parties must act in good faith in relation to the consultation process provided in this clause. In this clause, 'good faith' includes obligations to meet, disclose relevant information (other than the employer's confidential information), genuinely consider proposals, and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

In this clause, 'relevant employees' means the employees who may be affected by the change.

For the avoidance of doubt, except as specifically provided for in this Agreement, this clause does not allow the employer to vary matters expressly provided within this Agreement.

10 DISPUTE RESOLUTION PROCEDURE

The aim of this procedure is to ensure that the dispute is settled as quickly as possible. During each stage of the dispute resolution procedure the employee(s) may, if they choose, have another person(s), including a Union Delegate(s) and/or Union Official(s), represent or assist them in these discussions.

In the event of a dispute between the employer and an employee or employees about any matters (other than disputes concerning safety) arising under this Agreement, or in relation to the NES, the dispute shall be dealt with in the following manner:

In the first instance, the dispute shall be taken up with the supervisor of the employee(s) involved;

If the dispute cannot be resolved with the supervisor, the matter may be referred to the relevant superintendent;

If the dispute cannot be resolved with the relevant superintendent, the matter may be referred to the site senior manager;

If the dispute cannot be resolved with the site senior manager, it shall be referred to a senior Company management representative and a senior employee representative;

If the dispute cannot be resolved with the involvement of a senior Company management representative and the senior employee representative, the matter may be referred to the FWC by the Company or the employee(s) involved in the dispute for conciliation;

If the dispute is not resolved by conciliation the dispute may be arbitrated subject to the normal rights of appeal.

Whilst the above process is being followed, work shall continue normally at the direction of the employer. The parties agree that disputes relating to safety, termination for misconduct and/or termination related to the normal down-manning required by the completion of stages for the scope of work shall not be subject to this procedure.

In exercising its functions in this dispute resolution clause, the FWC may exercise such procedural powers in relation to hearings, witnesses, evidence and submissions as are necessary to make the arbitration effective.

Until the matter is determined, work will continue as per the pre dispute status quo in accordance with the employee's contract and this Agreement without prejudice to the positions of the parties, unless the employee has a reasonable concern about an imminent risk to health or safety and has complied with any reasonable direction given by the Employer.

Union Delegates

The company shall recognise duly elected/appointed Union Delegate(s) in the enterprise upon notification by the Union to which the employee belongs. The Union Delegate(s) shall be allowed reasonable access and opportunity during paid working hours to meet employee(s), the company or the company's representative or their Union Official in order to attend to legitimate industrial relations matters affecting employees whom they represent.

The Union Delegate is to maintain their employee operational role and is engaged by the Company as such.

It is agreed that Union Delegates should have the following facilities and rights:

- Facilities such as a meeting room should be made available as needed and within the authority of the Company.
- One Offshore and one Onshore Delegate be allowed up to 2 days per annum each to attend delegates training courses conducted by the Union. Provided that reasonable written notice (4 weeks unless agreed otherwise) has been given to the company. Payment for these days will be as if worked.

11 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

Despite anything else in this Agreement, the employer and an individual employee may agree to vary the application of the following in order to make alternative arrangements that suit the genuine needs of both the employee and the employer.

- annual leave and how it may be taken
- staggered meal breaks

The employee must make their request in writing to the employer. The employer will respond within 21 days of receiving the request.

The employer and the individual employee must have genuinely made the arrangement without coercion or duress.

The arrangement between the employer and the individual employee must;

- be confined to a variation in the application of the term listed in paragraph above
- result in the employee being better off overall than the employee would have been if no individual flexibility arrangement had been agreed to; and
- comply with the provisions of the NES

The arrangement between the employer and the individual employee must also;

- be in writing, name the parties to the arrangement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- state the term of this arrangement that the employer and the individual employee have agreed to vary;
- detail how the application of the term has been varied by agreement between the employer and the individual employee;
- detail how the arrangement results in the individual employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- state the date the arrangement commences to operate.

The employer must give the individual employee a copy of the agreed arrangement within 14 days after it is agreed to and keep the arrangement as a time and wages record.

Except as provided above, the arrangement must not require the approval or consent of a person other than the employer and the individual employee.

The employer seeking to enter into an arrangement must provide a written proposal to the employee. Where the employee's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

The arrangement may be terminated:

- by the employer or the individual employee giving four weeks' written notice of termination, to the other party; or
- at any time, by written agreement between the employer and the individual employee.

The right to make an arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for the substantive Agreement.

Where the Employer intends to reach any individual flexibility arrangement under this Agreement, the Employer must inform in writing, any union(s) covered by this Agreement of the Employer's intent to enter such an arrangement prior to entering that arrangement. When informing the union(s) under this subclause, the Employer must:

- Include details of the term(s) of the Agreement and/or incorporated award(s), and which classification of employees are proposed to be subject to such an arrangement; and
- Not disclose the name of any employee who the Employer proposes to be subject to the individual flexibility arrangement, without the consent of that employee.

For the avoidance of doubt, informing the union under this subclause does not mean that the union's approval or consent to the individual flexibility agreement is required.

12 CONTRACT OF EMPLOYMENT

Engagement

Employment will be either permanent full-time, permanent part-time or casual. Hours to be worked shall be determined by the client's requirements as conveyed to Condex Services Pty Ltd.

Full-time Employee

A full-time employee is any employee not engaged as being a part-time or casual employee.

Part-time Employee

A part-time employee works less hours than a full-time employee. A part-time employee gets the same minimum entitlements as a full-time employee, but on a pro-rata basis.

Casual Employee

A casual employee is an employee who is engaged in accordance with Section 15A of the Fair Work Act. A casual employee is employed by the day and the employer will make offers of casual employment on the basis that it makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work and any employee engaged as a casual will accept the offer of employment made by the employer on that basis.

A casual employee shall be paid a casual loading of 25% in addition to the Base Ordinary Hourly Wage Rate for their classification. The casual loading is compensation in lieu of the entitlements that permanent employees receive, such as paid annual leave, personal leave and public holidays.

Example using \$50.00 as the base hourly rate:

Casual hourly rate calculation – Base Hourly Wage Rate \$50.00 plus 25% casual loading of \$12.50 equals \$62.50 Casual Hourly rate.

Casual Penalty rates/overtime calculation – Base Hourly Wage Rate \$50.00 plus 25% casual loading of \$12.50 equals \$62.50 Casual Hourly overtime rate.

Example: double time \$125.00 per hour, time & a half \$93.75 per hour.

Casual employees engaged under this Agreement accept and agree that:

- the employer can elect to offer or not offer casual engagements. There is no guarantee under this Agreement that a casual employee will be offered any number or pattern of casual engagements;
- casual engagements will be offered only as required according to the employer's needs;
- a casual employee may elect to accept or reject the casual engagements offered by the employer.
- a casual employee requested by the employer to present themselves on site for work, having then arrived on site and notified that they are not required to be engaged for work due to rescheduling or cancellation of the work, or the work shift is reduced to less than a day, shall be entitled to a day's pay, not less than the actual shift, at the appropriate rate of pay as prescribed in this Agreement.
- the casual loading is not paid on shift loadings.

Offers and requests for casual conversion entitlement shall be in accordance with Division 4A of the NES.

Termination of Employment

Notice of termination of weekly hire employees will be in accordance with the NES, Division 11 Subdivision A as follows;

Employee's period of continuous service with the Employer	
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

Where an employee is over 45 years old and has completed at least 2 years of continuous service with the employer, the period of notice (required by the employer) shall be increased by 1 week.

The required amount of compensation instead of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay the employee because of the employment continuing during that period.

The total must be worked out on the basis of the employee's normal hours of work (even if they are not standard hours) and no less than the ordinary hours, and the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties, and any other amounts payable under the employee's contract of employment.

A full-time employee is required to give two weeks' notice of resignation.

A casual employee shall be given a minimum of 1 hour notice of termination.

Notwithstanding the above, the Company will have the right to dismiss any employee without notice for conduct that justifies serious misconduct. In such case the wages shall be paid up to the time of dismissal.

13 PAYMENT OF WAGES

Wages shall be paid fortnightly by Electronic Funds Transfer (EFT) only, directly into the employee's nominated bank account (or other recognised financial institution). The fortnightly pay period (ending on a Sunday) will be paid by 5pm Wednesday after the fortnight pay period ends.

If through the fault of the employer, an employee's pay is delayed until after 5pm on Wednesday, the employer shall contact the affected employee/s and rectify as soon as practicable and within 24 hours of the non-payment.

14 WAGE INCREASE

There shall be an annual pay increase of 4% which will take effect from the first full pay period in March 2025 and March 2026.

15 SEVERANCE

From the commencement of this Agreement, the Company will contribute **\$125.00** per week to Protect for severance cover for full-time, part-time and casual employees. The parties agree that in the event of redundancy, respective NES entitlements will be paid to the employees by Protect in lieu of that payment being received from the Company. There will be no 'double dipping' of redundancy entitlements, as follows:

Where an employee is terminated on the grounds of redundancy and that employee has a severance benefit from Protect, and that benefit balance is less than the employee would receive under Sub Division B of Division 11 of the Fair Work Act, the employee shall receive the difference between the Protect severance balance and the redundancy pay specified in Sub-Division B of Division 11 of the Fair Work Act.

A casual or part-time employee will be paid pro-rata contributions according to their normal hours of work.

The above-mentioned severance payments are in lieu of the period of continuous service applicable under the incorporated Award.

16 INCOME PROTECTION INSURANCE

The employer shall provide Income Protection Insurance for all employees covered by this Agreement. This insurance shall be administered by the Protect Severance Scheme. The Income Protection Insurance payment will be paid to Protect at the same time as severance payments are made.

The Income Protection Insurance payment will be **\$38.50** per week (inclusive of GST and Stamp Duty) for **\$1,800.00** cover per week. Income Protection payments will be paid for all periods of authorised absence.

It is agreed the Income Protection Insurance payments are paid on a monthly basis by the 14th day of each month. It is agreed that if the employer has not made a valid or current insurance payment to "Protect", the employer shall be liable for any loss of earnings or benefits that would have otherwise been given to the employee.

17 SUPERANNUATION

The employer will pay superannuation contributions for employees on a monthly basis, into a superannuation fund nominated by the employee for employees who are engaged under the Agreement.

The *Superannuation Guarantee (Administration) Act 1992 (SGAA)* and the *Superannuation Guarantee Charge Act 1992 (SGCA)* determines the payment. The current contribution rate for 2023-2024 is 11.00% of Ordinary Time Earnings (OTE).

In calculating the employees' superannuation contributions, the amount of the Ordinary Time Earnings (OTE) includes the following;

- The full wage specified in this Agreement (pre-salary sacrifice arrangements)
- Casual Loading (for casual employees)
- Allowances
- Shift Allowance
- Travel Allowance
- Any other components defined in the Superannuation Guarantee Legislation

To remove all doubt, Superannuation is payable on rostered cycle earnings for Offshore employees, including allowances, excluding LAHA.

Contributions are not required for periods when employees are on unpaid leave.

18 SALARY SACRIFICE INTO A SUPERANNUATION FUND

An employee can elect to salary sacrifice part or all of their wages or other allowable entitlements into a superannuation fund of the employee's choosing, provided that:

- the arrangement complies with relevant legislation and must legally fulfill the Superannuation Guarantee Administration Act (SGAA) and Australian Taxation Office (ATO) requirements.
- the employee notifies the employer of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the employee.
- the superannuation fund is a complying superannuation fund.
- the amount to be paid into the superannuation fund plus any balance of wages and/or allowable entitlements is equivalent to what the employee would have been entitled to as wages and/or allowable entitlements under this Agreement.

These arrangements shall be altered only twice a year if requested.

19 LONG SERVICE LEAVE

The Company shall register employees with the LeavePlus Portable Long Service Leave Scheme (formerly ColInvest) from the date that the employee became or becomes eligible to be a member of LeavePlus.

Long Service Leave will be paid in accordance with the applicable legislation. The contribution payment from the Company to LeavePlus shall be based on the LeavePlus Rules.

When LeavePlus makes payments to employees taking approved Long Service Leave, LeavePlus are responsible for the superannuation payments, not the employer.

20 PARENTAL AND COMMUNITY SERVICE LEAVE

Employees will be entitled to Parental Leave and Community Service Leave in accordance with the NES.

21 FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and domestic violence leave is provided for in the NES.

Information provided to the employer concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The employer is subject to confidentiality requirements regarding the handling of this information under section 106C of the Fair Work Act and requirements as to what can be reported on payslips pursuant to regulations 3.47 and 3.48 of the Fair Work Regulations 2009.

Depending upon the circumstance, evidence of the employee's needs to take family and domestic violence leave may include a document issued by the police, a court or family violence support service, or a statutory declaration.

22 HEALTH AND SAFETY

Employees must at all times comply with the health and safety policies and procedures of both the client and the employer.

23 SMOKING POLICY

Employees must at all times comply with the client's smoking policy and procedures. Smoking is only permitted in designated areas and is not permitted at all offshore.

24 ALCOHOL AND DRUG POLICY

Employees must at all times comply with the Company and the client's Alcohol and Drug Policies and procedures.

25 PROTECTIVE EQUIPMENT

All necessary safety equipment will be provided by the employer. Gloves, safety masks, goggles, hard hats, hearing, and eye protection including prescription lenses when required are provided by the employer and employees shall wear and use such equipment provided for the employee's protection.

The employee agrees to comply with the Company's safety regulations and Government and other Statutory Bodies.

26 PROTECTIVE CLOTHING

The following items of protective clothing, which complies with the client's standards and legislative standards, will be issued to employees as required.

OFFSHORE PROTECTIVE CLOTHING	
2	Pairs of Overalls
2	Pairs of Trousers
2	Shirts
2	Jumpers or Hoodies
1	Bluey Jacket or Vest
1	Pair Safety Boots to the value of \$180.00
1	Weatherproof Jacket (Helicopter Travel Requirement)
1	CLO Rated Vest with Crutch Strap (Helicopter Travel Requirement)

ONSHORE PROTECTIVE CLOTHING	
2	Pairs of Overalls
2	Pairs of Trousers
2	Shirts
2	Jumpers or Hoodies
1	Pair Safety Boots to the value of \$180.00
1	Bluey Jacket or Vest
1	Weatherproof Jacket

- The employee will be responsible for the laundering and maintenance of the clothing issued.
- The employee will at all times wear their protective clothing whilst at the work place.
- The Company would expect employees to present for work in a clean, neat and tidy manner.
- Protective clothing will be replaced on a fair, wear and tear basis; the used clothing is to be produced on request by the employer.

Wet Weather Gear

The employer shall issue to an employee wet weather gear where necessary. Any wet weather gear issued to an employee at any time shall remain the property of the employer. It is the employee's responsibility to take reasonable care of the gear and return it or pay the cost of replacement if lost or damaged due to negligence.

Safety Glass Lenses for Prescription Glasses

Subject to prior written approval by the Company, the Company shall reimburse the cost, up to an amount of **\$400.00**, to an employee for prescription lenses and Company approved Safety Glass frames.

There shall only be reimbursement, where prior written approval is given by the employer, and original tax invoices and receipts are provided. Any cost above **\$400.00** shall be paid by the employee.

Reimbursement for replacement of one pair of prescription safety glasses will be allowed once every 2 years. If glasses need replacing more frequently due to fair wear and tear or prescription lens change, the glasses will need to be visually inspected before agreeing to replacement in less than 2 years. Fair wear and tear, does not include loss of glasses.

The prescription lenses and safety glass frames must be in compliance with Australian standards.

27 CLASIFICACIONES

Classification Level assignment will be dependent on the employee's qualification and operational requirements. Classification Level advancement will be at the Company's and the client's discretion and appointed in writing.

Classification Level	Relativity	Description
Grade 3	92.5%	<ul style="list-style-type: none"> • Trades Assistant
Grade 4	95%	<ul style="list-style-type: none"> • Store Person
Grade 5	100%	<ul style="list-style-type: none"> • Base Electrical Tradesperson
Grade 6	105%	<ul style="list-style-type: none"> • Tube Fitter • Electrician (A Grade Licenced) • Instrument Technician • Electrical & Instrumentation Technician (A Grade Licenced)
Grade 7	110%	<ul style="list-style-type: none"> • Tube Fitter Special Class Minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. • Electrician Special Class (A Grade Licenced) EEHA qualified, minimum 2 years' experience in the oil and gas industry working in a hazardous facility. • Instrument Technician Special Class EEHA qualified, minimum 2 years' experience in the oil and gas industry working in a hazardous facility. • Electrical & Instrumentation Technician Special Class Dual Trade tradesperson (A Grade Licenced), EEHA qualified, minimum 2 years' experience in the oil and gas industry working in a hazardous facility.
Grade 8	115%	<ul style="list-style-type: none"> • ADVANCED Electrical & Instrumentation Technician Dual Trade tradesperson (A Grade Licenced), EEHA qualified, minimum 2 years' experience in the oil and gas industry working in a hazardous facility. Engaged to work as ESSO Supplementary Labour; ~ Platform E & I Technician OR ~ Plant Facility E & I Technician
Grade 9	120%	<ul style="list-style-type: none"> • SENIOR Electrical & Instrumentation Technician Dual Trade tradesperson (A Grade Licenced) EEHA qualified, minimum 2 years' experience in the oil and gas industry working in a hazardous facility. A person with other acquired skill sets developed and mastered over several years above and beyond job-specific technical skills.

A. ONSHORE SPECIFIC TERMS AND CONDITIONS

28 HOURS OF WORK ONSHORE

The ordinary hours of work shall not exceed an average of thirty-five (35) hours per week in any fortnight. For example: 38.90 hours one week and 31.12 hours the other week – 9-day fortnight.

The ordinary hours will be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm, Monday to Friday.

Where required by the employer, employees shall observe the same work roster arrangement as that worked by the client's employees and observe the same off-duty roster arrangements as the client's employees.

The hourly rate, when computing overtime, is to be determined by dividing the appropriate weekly rate by 35.

The Parties agree that ordinary hours of work can be structured in such a way as to provide Rostered Days Off (RDOs). This benefits both productivity and a family friendly work schedule. Employees who work a total of 9 days a fortnight of 7.78 hours per day (complete roster hours) shall be paid 35 hours each week, which includes payment of one accrued RDO. Those employees who do not work the complete roster hours as above shall have the RDO paid pro rata. Other forms of RDO's (other than a 9-day fortnight) can be worked by agreement between the parties.

Where an employee is required to work through their meal break, they will be paid Double Time for all time worked until they are released to have their meal break.

When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days. An employee must not return to work before they have had a 10-hour break, unless requested to do so by the employer.

An employee who works so much overtime between the termination of their rostered hours on one day and the commencement of their rostered hours on the next day is entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for rostered hours occurring during the absence.

If, on the instructions of the employer, an employee resumes work without having had 10 hours off duty, the employee shall be paid overtime penalty rates until the employee is released from duty. If released from duty prior to completion of 7.78 hours, the employee will suffer no loss of pay. (Hours worked paid at double time and balance of shift paid at single time).

Any changes to the employees' working roster shall be in accordance with the Consultation in clause 9.

The Parties acknowledge the need from time to time for some or all employees to work on an RDO for specific projects or scheduled maintenance activities and agree to be flexible in the taking of their RDOs on the following basis; if the Company requests an employee/s works on their RDO, that employee will be paid at Saturday penalty rates for the RDO worked and will bank the worked RDO, to be taken at a future mutually acceptable time. The Company will not unreasonably withhold acceptance of the time the employee wishes to take their banked RDOs.

29 SHIFT WORK

An employee may be engaged to perform shift work. The ordinary hours for shift workers are an average of 35 hours per week to be worked within a period not exceeding 28 days. A shift may consist of up to 12 hours.

For the purpose of this Agreement:

- **afternoon shift** means any shift finishing after 6.00pm and at or before midnight; and
- **night shift** means any shift finishing after midnight and at or before 8.00am.

For the purposes of the additional week of annual leave provided for in the NES, a 'shift worker' is a 7-day shift worker who is regularly rostered to work on Sundays and public holidays. Employees that are defined as shift workers as per the NES will be entitled to 5 weeks annual leave per year.

Afternoon Shift

An employee who during a period of engagement works afternoon shift will be paid **20%** extra for all time worked during ordinary working hours on such afternoon shift.

Night Shift

An employee who during a period of engagement, works night shift will be paid **25%** extra for all time worked during ordinary working hours on such night shift.

Permanent Night Shift

An employee who:

- during a period of engagement on shift, works night shift only; or
- remains on night shift for a longer period than four consecutive weeks; or
- works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle, must, during such engagement, period or cycle, be paid **30%** extra for all time worked during ordinary working hours on such night shift.

Weekend and Public Holiday Shifts – 7-day shift worker

The rate at which a shift worker must be paid for work on a weekend or public holiday is:

- time and a half on a Saturday;
- double time on a Sunday; and
- double time and a half on a public holiday.

Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day proceeding a Sunday or public holiday and extending into the Sunday or public holiday must be regarded as time worked on the Sunday or public holiday.

Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday must be regarded as the holiday shift.

Table 1		
SHIFT LOADING		
Shift Type	Definition	Shift Loading
Afternoon Shift	A Shift finishing after 6.00pm and at or before midnight	20%
Night Shift	A Shift finishing after midnight and at or before 8:00am	25%
Permanent Night Shift	A Shift that does not rotate or alternate with another Shift or with day work	30%
Saturday Shift	Shift on Saturday – 7-day shift worker	Time and a half
Sunday Shift	Shift on Sunday – 7-day shift worker	Double time
Public Holiday	Shift on a Public Holiday – 7-day shift worker	Double time & a half

The extra rates for working on a weekend or public holiday are in substitution for and not cumulative upon the shift loading prescribed above. Under no circumstances shall an employee be entitled to shift loading pursuant to this clause and overtime rates at the same time. For the avoidance of doubt an employee shall only be entitled to shift loading or overtime rates but not both.

A Casual employee's ordinary rate includes 25% casual loading and therefore the shift loading as prescribed above will be calculated on the base ordinary hourly wage rates (before 25% casual loading is applied) and paid separately as a shift loading allowance per hour on ordinary hours worked. To be clear, the shift loading is not calculated on the rate that includes casual loading, it is calculated on the base ordinary hourly wage rate before casual loading is added, for example;

Afternoon Shift Loading: in this example \$50.00 per hour is the base ordinary hourly wage rate. \$50.00 plus 25% casual loading \$12.50 equals \$62.50 per hour casual rate.

When a casual employee works afternoon shift work, the shift loading/allowance is calculated as follows;

- Ordinary Hourly Base Wage Rate \$50.00 per hour - 20% afternoon shift loading equals \$10.00 per hour.
- A shift loading allowance of \$10.00 per hour would be paid for ordinary hours worked on afternoon shift for a casual employee.

Short-Term Afternoon or Night Shift – see clause 31 (overtime)

30 OVERTIME – SHIFT WORKERS

For all time worked in excess of the ordinary hours of work prescribed for shift work, overtime rates will be paid at the rate of time and a half for the first two hours and double time thereafter.

Overtime rates are in substitution for and not cumulative upon the shift loadings in clause 29 Table 1. To avoid doubt, shift loading will not be paid on overtime.

31 OVERTIME – DAY WORKERS

Monday to Friday - For all work performed outside the ordinary hours Monday to Friday the rate of pay shall be time and a half for the first 2 hours and double time thereafter until completion of the overtime work.

Saturday - All work performed on a Saturday shall be paid at double time.

Sunday - All work performed on a Sunday shall be paid at double time.

Public Holiday - All work performed on a Public Holiday shall be paid at double time and a half.

Call Out - The minimum payment for a Callout is 4 hours:

- Monday to Sunday – Double time for all hours
- Public Holiday – Double time & a half for all hours

The employee shall not be required to work the full 4 hours if the job is completed within a shorter period. The minimum 4 hours will be paid each time the employee is so recalled.

Worked RDO – First 2 hours at time and a half and double time for hours worked thereafter are paid for worked RDO's and there are no accruals of RDO's.

Late Lunch Break - Where an employee is required to work through their meal break, they will be paid double time for all time worked until released to have their meal break.

Short-Term Afternoon or Night Shift - An employee who works a short-term afternoon or night shift which does not continue for at least five successive afternoon or night shifts (a shift which is not the employee's regular roster) will be paid at overtime rates for each shift.

Time Off in Lieu of Overtime Payments: An employee may request overtime hours worked as time off in lieu (TOIL) of payment for the overtime. The employee agrees to take paid time off work during their ordinary hours of work instead of being paid the overtime payment.

Employees shall be entitled to nominate and receive overtime or TOIL in any of the following forms:

- all overtime is paid
- all time off in lieu, example;
two hours overtime at double time, equals four hours' time off in lieu
two hours overtime at time and a half, equals three hours' time off in lieu; or
- 50% pay and 50% time off in lieu, example;
2 hours overtime at double time, equals one hour paid at double time plus 2 hours' time off in lieu,
2 hours overtime at time and a half, equals one hour paid at time and a half plus one and a half hours' time off in lieu.

For each pay period, employees and employers need to make a separate written agreement for any overtime the employee has worked and wants to take time off instead of payment. An email exchange can count as a written agreement. The agreement must say;

- how many hours of overtime the employee worked and when they worked them.
- the employer and the employee agree for the employee to take time off instead of being paid overtime.
- at any point before the time off is taken, the employee may request to be paid the overtime instead and the employer will pay the overtime in the next pay period.
- The time off must be taken within 6 months of working the overtime at a time that the employer and employee agree to.
- If the employee doesn't take the time off within 6 months of working the overtime, the overtime will be paid in the next pay cycle at the pay rate at the time the overtime was worked.

32 ALLOWANCES

Travel Allowance

A travel allowance shall apply to employees not using employer transport. The daily travel allowance will be **\$37.00** per day.

Where an employee is required to start away from their normal work site, in addition to the travel allowance, the employee shall be paid travel time at single time rates for time reasonably spent in reaching and returning from the location, more than the time usually spent in travelling to and from his/her home to their normal place of employment.

Payment shall not be made for any day on which the employee is absent from work for any reason other than when on a RDO (rostered day off) where payment shall be made.

Payment of the above allowance will be paid on each occasion an employee attends for duty for an out of hours callout.

On any day that either the Sale/Longford Road or the South Gippsland Highway at the Albert River bridge is officially closed because of flood waters, any employee who would normally have travelled on those roads will be paid twice the daily travel allowance for each day the employee is required to and does report for normal work during such closure. Under no circumstances shall an employee be required to drive through floodwater to get to work.

On such occasions if an employee is unable to attend for work, they will be paid their normal hours for the day at the appropriate rate.

Dual Trade Allowance

Employees who are appointed to work as dual tradespersons and hold a dual trade qualification recognised by the employer in the electrical and instrumentation disciplines, shall be paid a Dual Trade allowance of **\$7.00** per hour where required by the employer to use such qualification. This allowance will only be paid as and when operationally required and when the employee has been appointed to the position in writing by the Company. Dual Trade allowance shall be paid for all hours worked, training, paid leave, public holidays and RDO's. This allowance will increase in line with the wages increases.

Electrician Licence Allowance

Electricians who are the holders of an A-Grade Electrician Licence shall be paid an Electrician Licence allowance of **\$1.30** per hour. Electrician Licence allowance shall be paid for all hours worked, training, paid leave, public holidays and RDO's. This allowance will increase in line with the wages increases.

Rope Access Allowance

Employees who hold IRATA qualification for a Rope Access Technician and are directed by the employer to perform rope access work, shall be paid a Rope Access allowance of **\$2.00** per hour for each hour undertaking rope access work.

Overtime Meal Allowance

If an employee's shift is extended to in excess of 9.5 hours Monday to Friday and notice is not given prior to the conclusion of the previous working day, a meal allowance of **\$20.00** shall be paid. Overtime meal allowance will not apply if the timesheet does not specify when notice was given to work the overtime and approved by the client.

An employee who works in excess of 4 hours overtime on a weekend or public holiday shall receive one meal allowance of **\$20.00**.

If more than 9.5 hours is worked on a weekend or public holiday, two meal allowances are paid.

Leading Hand Allowance

An employee appointed to be a Leading Hand, responsible for 3 or more employees or performing such duties at the request of the employer shall be paid a Leading Hand allowance of **\$3.00** per hour when performing such role. Leading Hand allowance shall be paid for all hours worked, training, paid leave, public holidays and RDO's. This allowance will increase in line with the wages increases.

33 MEAL BREAKS

Meal Breaks

Meal Breaks shall be for a period of twenty (20) minutes unpaid nominally commencing around 12.00pm. The time during which a meal is taken may be varied to meet special work conditions and to meet work program requirements.

Employees will receive a rest break (smoko) of 20 minutes paid at the employee's ordinary hourly wage rate taken within 4 hours of commencing work.

Overtime Crib Break

Employees will receive a crib break of 20 minutes paid at the relevant overtime rate taken after the employee works at least 1.5 (one and a half) hours of overtime and work is scheduled to continue after the crib break; employees will receive a further crib break of 20 minutes paid at the relevant overtime rate taken after the employee works a further 4 hours of overtime and work is scheduled to continue after the crib break.

34 ANNUAL LEAVE

Employees shall be entitled to annual leave in accordance with the NES.

Annual leave will be paid at the rate of pay applying prior to going on leave, plus Electrician Licence allowance, Dual Trade allowance and Leading Hand allowance where applicable for the classification / appointment.

There is no travel allowance paid when on annual leave.

Annual Leave does not accrue when on unpaid leave.

Annual Leave does not apply to a casual employee.

35 PERSONAL LEAVE

Sick Leave, Carer's leave and Compassionate leave are provided for in the NES.

An employee can take paid sick and carer's leave;

- if they are unfit for work because of their own personal illness or injury, or
- to provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member. A member of the employee's immediate family is defined in the NES.

On commencement, a weekly hire employee shall accrue personal leave on a progressive basis at the rate of one (1) day per month for the first 10 months of employment. Thereafter 10 days per year of personal leave will accrue progressively during an employee's year of service.

Personal leave shall accrue and be paid for when taken for the hours the employee would have worked if personal leave wasn't taken.

Personal Leave will be paid at the rate of pay applying prior to going on leave, plus Electrician Licence allowance, Dual Trade allowance and Leading Hand allowance where applicable for the classification / appointment.

There is no travel allowance paid when on personal leave, if the employee did not travel to site.

Personal Leave does not accrue when on unpaid leave.

36 PUBLIC HOLIDAYS

An employee (other than a casual) shall be entitled to the following public holidays, without loss of pay. A part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs is not entitled to payment for the public holiday.

An employee required to work on a Public Holiday shall be paid double time and a half for all hours worked on Victorian gazetted Public Holidays.

Payment for a public holiday shall be 7.78 hours at ordinary time rates, (7 hours paid and 0.78 hours RDO accrual). There is no Travel Allowance paid for Public Holidays.

An employee isn't paid for any public holiday that falls during a time when the employee is on unpaid leave both sides of the public holiday.

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Easter Tuesday (in lieu of Easter Saturday)
- Labour Day
- Anzac Day
- King's Birthday
- Melbourne Cup
- ETU Picnic Day - 1st Monday in December
- Christmas Day
- Boxing Day
- Any other day which is declared by, or under a law of Victoria to be observed generally within Victoria or a region of Victoria, as a public holiday.

For all work carried out on Easter Saturday, normal Saturday rates shall apply due to the recognition of Easter Tuesday as a public holiday.

Australia Day and Anzac Day public holidays are commemorated on the day they fall, however, if they fall on a Saturday or Sunday, the following week day will be the public holiday.

37 TRAINING

All onshore employees are required to complete the necessary training to meet the expectations of the minimum required competencies as defined by the employer.

Pre-employment training shall be paid at the ordinary hourly wage rate for all training hours.

An onshore employee attending training shall be paid at the ordinary wage rates for a minimum of 7.78 hours per day. If the training is less than 7.78 hours the employee is expected to return to the work site to complete the day's work unless prior agreement is received from the employer.

If the employee is required to travel from their usual work site to attend training;

- the employee shall be paid travel time at single time rates for time reasonably spent in reaching and returning from the training location, more than the time usually spent in travelling to and from the employee's home to their normal place of employment.
- kilometres travelled in excess of the kilometres usually travelled to and from the employee's home to their normal place of employment shall be paid at the Australian Taxation Office cents per kilometre rate, the current rate for 2023-2024 is 85 cents per kilometre.

Where an employee's residence is more than 100 kilometres by road, one way, from the training venue and the training is consecutive beyond one day, accommodation will be offered.

If accommodation is required the following will apply;

Accommodation will be booked by the Company with meals provided at the accommodation provider when available. If the accommodation provider offers a meal 'charge back' facility with local eateries, **\$60.00** per day is the maximum amount that can be charged back to the accommodation provider.

If meals are not available at the accommodation provider and there is no 'charge back' facility, reimbursement will be made for the cost of meals up to a maximum of **\$60.00** per day upon submission of tax invoices/receipts as proof of purchase, only if the proof of purchase meets the following conditions;

- Tax invoices/receipts must be dated and itemised, showing the purchases for the meal expenses.
- Reimbursement for meal expenses will not be made on an EFT receipt only.
- Alcoholic beverages shall not be charged to the Company.

Marine Security Identity Card (MSIC)

Subject to prior written approval by the Company, the Company shall reimburse the cost for the employee's MSIC.

The Company will provide details to the employee of the preferred Supplier to use for their application and the Company will supply an Operational Needs Letter for submission with the application.

There shall only be reimbursement where prior written approval has been given and an original tax invoice and receipt is provided.

Continuing Professional Development (CPD) training for Electrical Licences

When the employee is required to attend the CPD training requirement prior to renewal of their Electrical Licence, and such training takes place within the spread of ordinary hours, the employee will be paid their normal daily 7.78 hours at their ordinary hourly wage rate to attend the training. The employee shall provide proof of attendance to enable payment for the day/days they attend CPD training.

To avoid doubt, the cost of the training will be borne by the employee.

Electrician Licence renewals are the responsibility of the employee, the employee is therefore responsible for booking their CPD training to ensure compliance for their Electrician Licence renewal.

38 WAGE RATES – ONSHORE

Employees will be paid the applicable wage rate for their classification.

Annual Wage Increase

There shall be an annual pay increase of 4% which will take effect from the first full pay period in March 2025 and March 2026.

ONSHORE ORDINARY HOURLY WAGE RATES				
<i>Effective the first full fortnightly pay period after approval by the Fair Work Commission</i>				
Classification Level	Relativity	Classification Description	Ordinary Hourly Base Wage Rate	Casual Ordinary Hourly Wage Rate (includes 25%)
Grade 3	92.5%	<ul style="list-style-type: none"> • Trades Assistant 	\$48.93	\$61.16
Grade 4	95%	<ul style="list-style-type: none"> • Store Person 	\$50.26	\$62.83
Grade 5	100%	<ul style="list-style-type: none"> • Base Electrical Tradesperson 	\$52.90	\$66.13
Grade 6	105%	<ul style="list-style-type: none"> • Tube Fitter • Electrician (A Grade Licenced) • Instrument Technician • Electrical & Instrumentation Technician (A Grade Licenced) 	\$55.55	\$69.44
Grade 7	110%	<ul style="list-style-type: none"> • Tube Fitter Special Class minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. • Electrician Special Class (A Grade Licenced) EEHA qualified, minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. • Instrument Technician Special Class EEHA qualified, minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. • Electrical & Instrumentation Technician Special Class Dual Trade tradesperson (A Grade Licenced) EEHA qualified, minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. 	\$58.19	\$72.74
Grade 8	115%	<ul style="list-style-type: none"> • ADVANCED Electrical & Instrumentation Technician Dual Trade tradesperson (A Grade Licenced) EEHA qualified, minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. Engaged to work as ESSO Supplementary Labour; ~ Platform E & I Technician or ~ Plant Facility E & I Technician 	\$60.84	\$76.05
Grade 9	120%	<ul style="list-style-type: none"> • SENIOR Electrical & Instrumentation Technician Dual Trade tradesperson (A Grade Licenced) EEHA qualified, minimum 2 years' experience in the oil and gas industry working in a hazardous facility. A person with other acquired skill sets developed and mastered over several years, above and beyond job-specific technical skills. 	\$63.48	\$79.35

B. OFFSHORE SPECIFIC TERMS AND CONDITIONS

39 HOURS OF WORK OFFSHORE

The daily rostered hours shall be from 06:00 hours to 18:00 hours on day shift, and from 18:00 hours to 06:00 hours on night shift, 12-hour shifts. The first eight (8) hours worked of any shift Monday to Friday will be regarded as the ordinary hours. For all work done outside the ordinary hours Monday to Friday, the rate of pay shall be double the ordinary hourly wage rates (double time) (i.e. in excess of eight (8) hours per day). All hours worked by day shift employees after 1400 on shift change day will be paid at double the ordinary hourly wage rates (double time).

Saturday Shift - A Saturday shift shall be paid at double the ordinary hourly wage rates (double time).

Sunday Shift - A Sunday shift shall be paid at double the ordinary hourly wage rates (double time).

The commencement of work shall be 90 minutes prior to the scheduled flight departure time from the Longford heliport. Payment for the shift commences at this time at the appropriate rate. Regardless of any subsequent delays in the out bound flight, the employee will be deemed to have commenced the cycle 90 minutes prior to the scheduled flight.

The commencement of the work period for a night shift employee shall be from the actual time the employee begins work on the night shift. A night shift employee shall be entitled to standby time at the ordinary hourly wage rates before the commencement of their first night shift as follows;

- where the scheduled flight time is 15:00 or after, 4.5 hours standby time shall be paid.
- where the scheduled flight time is prior to 15:00, 8 hours standby time shall be paid.

An employee's work period will cease two hours after the scheduled return flight. Employees who have not completed a full cycle will be available for duties before departing the platform on their last day, without extra payment, for example: an employee scheduled on the 07:30 flight is delayed for other reasons beyond the employee's control and does not depart until 10:00 the employee would be paid until 12:00 midday without extra payment if they have not completed a full cycle.

Single Shift

Where an employee is engaged to work offshore for a single day shift or part of a single day shift, payment will be a minimum of 12 hours.

Shift Cancellation

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

Call Out

An employee recalled to work after finishing their shift, whether notified before or after leaving the workplace, will be paid for a minimum of 4 hours at double time.

If the employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next ordinary working day, they shall be entitled to the four-hour minimum payment for each call back.

An employee will not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

To confirm, responding to emergency alarms is not considered a callback or call out or worked hours.

Non-Rostered Overtime

An employee who works non rostered overtime will be paid penalty rates at double time. Non rostered overtime is any hours worked beyond the 12-hour daily shift. The non rostered overtime penalty rate is not applicable for instances of standby hours (relating to night shift) as part of mobilisation.

Return Flights

Day Shift employees will return to shore at the completion of their shifts on the same scheduled flight as used to commence the shifts.

Night shift employees will return to shore on the first scheduled crew change flight at the completion of their shift and shall be paid from 06:00 for standby time at single time rates.

Where the employee's arrival time is delayed for any reason and one hour has elapsed from the nominal paid arrival time, the employee shall be paid, in addition to the fixed cycle payment, single time rates for the flight delayed hours until actual arrival time.

Where an employee's incoming arrival time is delayed beyond the employees last day, causing the employee to spend an extra night(s) offshore, single time rates will be paid for normal daily hours of the employees' respective shift, until the employee is returned to shore. If instructed to work, employees will be paid double time for all productive work performed during this period, only if the time worked is specified on the employee's timesheet and the hours worked are acknowledged and approved by the client / supervisor, stating that the client instructed the work.

10 Hour Rest Period

When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days. An employee must not return to work before a 10-hour break, unless requested to do so by the employer.

An employee who works so much overtime between the termination of their rostered hours on one day and the commencement of their rostered hours on the next day is entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for rostered hours occurring during the absence.

To confirm, responding to emergency alarms is not considered a callback or call out or worked hours.

Rosters

Rosters are organised to suit operational and Heliops requirements. The basis for rosters is that permanent employees will work an equal amount of time worked and an equal amount of rest and recreation. Such an arrangement will form a cycle of work. To avoid doubt an employee will not be compelled to work more than 171.5 hours in any 28-day period, unless agreed to by the employee and employer.

If a casual employee is required to work less hours in a 28-day cycle they will still be afforded an equal amount of rest and recreation time onshore before being mobilised again. A casual employee will always however be employed for the full rostered hours on each day.

The 171.5 shift cycle hours will be a combination of ordinary hours and overtime as set out in this clause 39 and clause 40 Table 3.

Where an employee's roster is to work during the Christmas / New Year period, the Company and employees may change the roster by way of a Swing Shift, this is to allow the affected employees to be rostered off work during the Christmas / New Year period.

Offshore Day Trips Accommodation

If employees are required to do day trips offshore, due to operational conditions and are required to stay in overnight accommodation in Sale, the following will apply;

Accommodation will be booked by the Company with meals provided at the accommodation provider when available. If the accommodation provider offers a meal 'charge back' facility with local eateries, **\$60.00** per day is the maximum amount that can be charged back to the accommodation provider.

If meals are not available at the accommodation provider and there is no 'charge back' facility, reimbursement will be made for the cost of meals up to a maximum of **\$60.00** per day upon submission of tax invoices/receipts as proof of purchase, only if the proof of purchase meets the following conditions;

- Tax invoices/receipts must be dated and itemised, showing the purchases for the meal expenses.
- reimbursement for meal expenses will not be made on an EFT receipt only.
- Alcoholic beverages shall not be charged to the Company.

Heliport Flights Stand Down

Employees notified of the scheduled flight time and having arrived at the Longford Heliport, and then notified the flight is cancelled, or they are not required for work on the platform, shall be entitled to be paid 8 hours at the ordinary hourly wage rate.

Payment will be made as if worked offshore from the scheduled flight time for permanent employees.

The employee will advise the employer of the cancellation, and if required, will make themselves available to undertake other duties or training when instructed by the employer.

Payment will not apply when the flight is cancelled due to any industrial dispute affecting the Company's employees.

Where an employee is required to travel offshore and is subsequently stood down and returns on the same day the employee shall be entitled to be paid a minimum of 12 hours at the appropriate rates.

Where an employee has been directed and presented themselves at the Longford Heliport for work and the flight is delayed or cancelled until the next day, and the employee's residence is more than 100 kilometres by road, one way, from the Longford Heliport, accommodation will be offered, only if the employee is required to fly out the next day.

If accommodation is required the following will apply;

Accommodation will be booked by the Company with meals provided at the accommodation provider when available. If the accommodation provider offers a meal 'charge back' facility with local eateries, **\$60.00** per day is the maximum amount that can be charged back to the accommodation provider.

If meals are not available at the accommodation provider and there is no 'charge back' facility, reimbursement will be made for the cost of meals up to a maximum of **\$60.00** per day upon submission of tax invoices/receipts as proof of purchase, only if the proof of purchase meets the following conditions;

- Tax invoices/receipts must be dated and itemised, showing the purchases for the meal expenses.
- Reimbursement for meal expenses will not be made on an EFT receipt only.
- Alcoholic beverages shall not be charged to the Company.

40 DAY SHIFT CYCLE HOURS AND DISSECTION OF HOURS

Table 2 EXAMPLE OF OFFSHORE DAY SHIFT CYCLE HOURS WHERE DEPARTURE FLIGHT AND RETURN FLIGHT IS 10.00am																	
	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Total Hours	
Start Time	08:30	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00	06:00		
Finish Time	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	18:00	12:00		
Hours Worked	9.50	12	12	12	12	12	12	12	12	12	12	12	12	12	6	171.50	

Table 3 DISSECTION OF HOURS																
Single Time	5.5	8			8	8	8	8	8			8	8	8	6	83.50
Double Time	4	4	12	12	4	4	4	4	4	12	12	4	4	4		88.00
Hours Worked	9.5	12	12	12	12	12	12	12	12	12	12	12	12	12	6	171.5

41 NIGHT SHIFT LOADING AND CHANGE OF SHIFT

Shift rosters and the shifts of individual employees may be changed, or the requirement to work shift work directed, on 48 hours' notice by the employer, or a lesser period by agreement. The day on which the majority of hours falls shall be deemed as the day on which the total shift falls.

If a permanent or casual employee is requested to change from their regular day shift to night shift, the following will apply;

- employees shall be paid 30% shift loading, calculated at single time on the base ordinary hourly wage rates and paid for all hours worked on a night shift.

Example: base ordinary hourly wage rate of \$50.00

30% loading equals \$15.00

\$15.00 per hour shift loading/allowance is paid for all the night shift hours

If a 12-hour shift is worked payment would be \$180.00

To be clear, for a casual employee the shift loading is not calculated on the casual rate that includes casual loading, it is calculated on the base ordinary hourly wage rate, as per the above example, before casual loading is added.

Change of Work Shift

Shift change means where an employee has been advised of a rostered Day Shift, then is required to transfer to Night Shift or where an employee has been advised of a rostered Night Shift then is required to transfer to Day shift.

Examples of shift change entitlements as follows:

- An employee works day shift from 0600 hours to 0900 hours, then is required to commence night shift at 1800 hours to 0600 hours. Payment for the cancelled day shift shall be a minimum of 8 hours at the ordinary rate of pay.
- An employee that has commenced a night shift and is then directed to cease the night shift because the employee is required for day shift the next day shall be entitled to be paid a minimum of 8 hours at their ordinary rate of pay.
- An employee arriving at the heliport or platform and is advised that the day shift is cancelled and is required to work night shift. The employee shall be paid ordinary time to 1800 hours (up to a maximum of 8 hours).
- Where an employee is directed to return to their original shift (e.g., day shift to night shift back to day shift) payment will be made for the missed shift as if worked. e.g., employee on day shift changed to night shift and is returning to day shift finishes last night shift at 6am then rests during the day to commence the following day 6am on day shift. The "missed" day shift will be paid as if worked.

42 ALLOWANCES

Travel Allowance

Travel allowance shall apply to employees not using Company transport.

Upon check-in at the Longford Heliport an employee becomes eligible for a travel allowance of **\$40.00**. A second travel allowance of **\$40.00** is paid upon return to the Longford Heliport at completion of the employees' work period.

A travel allowance of **\$40.00** will apply on occasions an employee is required to travel to or from the Longford heliport due to offshore day trips or bumped flights.

When training is undertaken at Sale or Longford a daily travel allowance of **\$40.00** will apply.

Dual Trade Allowance

Employees who are appointed to work as dual tradespersons and hold a dual trade qualification recognised by the employer in the electrical and instrumentation disciplines, shall be paid the following hourly Dual Trade allowance where required by the employer to use such qualification. This allowance will only be paid as and when operationally required and when the employee has been appointed to the position in writing by the Company.

- **\$7.00** per hour – offshore permanent position in backfill / supplementary labour
- **\$3.50** per hour – offshore HAEI / general electrical maintenance

Dual Trade allowance shall be paid for all hours worked, training, paid leave and worked public holidays. This allowance will increase in line with the wages increases.

Electrician Licence Allowance

Electricians who are the holders of an A-Grade Electrician Licence shall be paid an Electrician Licence allowance of **\$1.30** per hour. Electrician Licence allowance shall be paid for all hours worked, training, paid leave and worked public holidays. This allowance will increase in line with the wages increases.

Rope Access Allowance

Employees who hold IRATA qualification for a Rope Access Technician and are directed by the employer to perform rope access work, shall be paid a Rope Access allowance of **\$2.00** per hour for each hour undertaking rope access work.

Leading Hand Allowance

An employee appointed to be a Leading Hand, responsible for 3 or more employees or performing such duties at the request of the employer shall be paid a Leading Hand allowance of **\$5.00** per hour when performing such role. Leading Hand allowance shall be paid for all hours worked, training, paid leave and worked public holidays. This allowance will increase in line with the wages increases.

Electrical Inspector Licence Allowance

An employee who holds an Electrical Inspector's Licence Class H (electrical equipment installed in a hazardous area) shall be paid **\$35.00** per day when required by the Company to use such qualification. This allowance will only be paid as and when operationally required and when the employee has been appointed in writing by the Company to perform these duties.

Living Away from Home Allowance (LAHA)

Employees covered by this Agreement living offshore shall be paid a Living Away from Home Allowance of **\$45.00** per day per rostered offshore cycle. If a rostered cycle is 15 days, LAHA shall be paid 15 times, including any day spent onshore during the rostered cycle to attend training / HSR meetings or any day spent onshore due to flight delays. If an employee returns onshore during the rostered cycle to take leave, LAHA shall not be paid for those leave days.

43 ANNUAL LEAVE

Annual leave for a permanent full-time offshore employee will accrue at 25 days per year. Annual Leave will be paid as if worked at the rate of pay applying prior to going on leave for the rostered hours an employee would have worked.

To remove doubt if an offshore employee is rostered to work a 12-hour day and takes annual leave they will be paid 12 hours annual leave. example; 8 hours single time, 4 hours double time, plus Electrician Licence allowance, Dual Trade allowance and Leading Hand allowance where applicable for their classification / appointment.

There is no travel allowance or LAHA paid when on annual leave.

Annual Leave does not accrue when on unpaid leave.

44 PERSONAL LEAVE

Sick Leave, Carer's leave and Compassionate leave are provided for in the NES.

An employee can take paid sick and carer's leave;

- if they are unfit for work because of their own personal illness or injury, or
- to provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member. A member of the employee's immediate family is defined in the NES.

On commencement, a permanent full-time employee shall accrue personal leave on a progressive basis at the rate of one day per month for the first 10 months of employment. Thereafter 10 days per year of personal leave will accrue progressively during an employee's year of service.

Personal leave shall accrue and be paid for when taken for the hours the employee would have worked if personal leave wasn't taken. An offshore employee rostered to work 12 hours who takes personal leave will be paid for 12 hours as if worked at the rate of pay applying prior to going on leave.

To remove doubt if an offshore employee is rostered to work a 12-hour day and takes personal leave they will be paid 12 hours personal leave. example; 8 hours single time, 4 hours double time, plus Electrician Licence allowance, Dual Trade allowance and Leading Hand allowance where applicable for their classification / appointment.

There is no travel allowance or LAHA paid when on personal leave.

Personal Leave does not accrue when on unpaid leave.

45 PUBLIC HOLIDAYS

An employee required to work on a Public Holiday shall be paid double time and a half for all hours worked on a public holiday.

Provided that where a public holiday falls when an employee (other than a casual employee) is onshore off duty, the employee will be paid 12 hours for the public holiday at the employee's ordinary hourly wage rate for their classification. Example: \$50.00 ordinary hourly wage rate, 12 hours would be paid at \$50.00 per hour for a public holiday when onshore off duty.

An employee isn't paid for any public holiday that falls during a time when the employee is on unpaid leave both sides of the public holiday.

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Labour Day
- Anzac Day
- King's Birthday
- Melbourne Cup
- Christmas Day
- Boxing Day
- Any other day which is declared by, or under a law of Victoria to be observed generally within Victoria or a region of Victoria, as a public holiday.

46 TRAINING

All offshore employees are required to complete the necessary training to meet the expectations of the required competencies as defined by the employer.

Pre-employment training shall be paid at the ordinary hourly wage rate for all training hours.

The employer will try to ensure training requirements occur during on-duty time or adjacent to a shift change. If training availability doesn't align with cycle hours, the employer will discuss with the employee their availability to train during their off cycle (R & R time).

Where employees undertake training onshore during their rostered offshore period, payment shall be as if at work offshore, as per their roster.

Where employees undertake training onshore during the off period of the cycle (R & R time), payment will be at the ordinary hourly wage rates inclusive of meal breaks for the first 8 hours and double time after that, a minimum payment of 4 hours will apply. The 4 hours minimum payment is not paid in addition to offshore cycle hours on crew change days.

Where training takes place at Sale or Longford, and the employee is not provided with Company transport, the employee shall be entitled to a travel allowance of **\$40.00** per day.

Where the training takes place at another location other than Sale or Longford, and the employee is not provided with Company transport, the employee shall be entitled to a daily travel allowance of **\$40.00** per day. The employee shall also be paid travel time at single time rates, and where they use their private vehicle, the employee shall be paid the Australian Taxation Office cents per kilometre rate for kilometres travelled to and from the training venue. The current ATO rate for 2023-2024 is 85 cents per kilometre.

If an employee is scheduled to undertake training at a place other than Sale or Longford on the first day of their rostered offshore period and the training venue is on the employees' normal route that they travel to the Longford heliport, travel time and kilometres will not apply.

Where an employee's residence is more than 100 kilometres by road, one way, from the training venue and the training is consecutive beyond one day, accommodation will be offered.

If accommodation is required the following will apply;

Accommodation will be booked by the Company with meals provided at the accommodation provider when available. If the accommodation provider offers a meal 'charge back' facility with local eateries, **\$60.00** per day is the maximum amount that can be charged back to the accommodation provider.

If meals are not available at the accommodation provider and there is no 'charge back' facility, reimbursement will be made for the cost of meals up to a maximum of **\$60.00** per day upon submission of tax invoices/receipts as proof of purchase, only if the proof of purchase meets the following conditions;

- Tax invoices/receipts must be dated and itemised, showing the purchases for the meal expenses.
- Reimbursement for meal expenses will not be made on an EFT receipt only.
- Alcoholic beverages shall not be charged to the Company.

Marine Security Identity Card (MSIC)

Subject to prior written approval by the Company, the Company shall reimburse the cost for the employee's MSIC.

The Company will provide details to the employee of the preferred Supplier to use for their application and the Company will supply an Operational Needs Letter for submission with the application.

There shall only be reimbursement where prior written approval has been given and an original tax invoice and receipt is provided.

Continuing Professional Development (CPD) training for Electrical Licences

When the employee is required to attend the CPD training requirement prior to renewal of their Electrical Licence, the training is to take place outside offshore cycle hours, during the off cycle. The employee shall be paid up to 8 hours at their ordinary hourly wage rate to attend the training. The employee shall provide proof of attendance to enable payment for the day/days they attend CPD training.

To avoid doubt, the cost of the training will be borne by the employee.

Electrician Licence renewals are the responsibility of the employee, the employee is therefore responsible for booking their CPD training to ensure compliance for their Electrician Licence renewal.

47 WAGE RATES - OFFSHORE

Employees will be paid the applicable wage rate for their classification.


Annual Wage Increase

There shall be an annual pay increase of 4% which will take effect from the first full pay period in March 2025 and March 2026.

OFFSHORE ORDINARY HOURLY WAGE RATES				
<i>Effective the first full fortnightly pay period after approval by the Fair Work Commission</i>				
Classification Level	Relativity	Classification Description	Ordinary Hourly Base Wage Rate	Casual Ordinary Hourly Wage Rate (includes 25%)
Grade 3	92.5%	<ul style="list-style-type: none"> Trades Assistant 	\$48.93	\$61.16
Grade 4	95%	<ul style="list-style-type: none"> Store Person 	\$50.26	\$62.83
Grade 5	100%	<ul style="list-style-type: none"> Base Electrical Tradesperson 	\$52.90	\$66.13
Grade 6	105%	<ul style="list-style-type: none"> Tube Fitter Electrician (A Grade Licenced) Instrument Technician Electrical & Instrumentation Technician (A Grade Licenced) 	\$55.55	\$69.44
Grade 7	110%	<ul style="list-style-type: none"> Tube Fitter Special Class minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. Electrician Special Class (A Grade Licenced) EEHA qualified, minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. Instrument Technician Special Class EEHA qualified, minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. Electrical & Instrumentation Technician Special Class Dual Trade tradesperson (A Grade Licenced) EEHA qualified, minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. 	\$58.19	\$72.74
Grade 8	115%	<ul style="list-style-type: none"> ADVANCED Electrical & Instrumentation Technician Dual Trade tradesperson (A Grade Licenced) EEHA qualified, minimum 2 years' experience in the oil and gas industry, working in a hazardous facility. Engaged to work as ESSO Supplementary Labour; ~ Platform E & I Technician or ~ Plant Facility E & I Technician 	\$60.84	\$76.05
Grade 9	120%	<ul style="list-style-type: none"> SENIOR Electrical & Instrumentation Technician Dual Trade tradesperson (A Grade Licenced) EEHA qualified, minimum 2 years' experience in the oil and gas industry working in a hazardous facility. A person with other acquired skill sets developed and mastered over several years, above and beyond job-specific technical skills. 	\$63.48	\$79.35

Signatures of Parties

Signed for and on behalf of the **Company**


Signature: 

Full Name: Clement Glenane

Position: Director


Address: 327 Raglan Street, Sale. Vic. 3850

Date: 22 / 03 / 2024

Witness Signature: 

Witness Full Name: Daniel Connley

Signed for and on behalf of the **Union**

Signature: 

Full Name: Troy Gray

Position: State Secretary, ETU Victoria

Address: Level 1, 200 Arden St, North Melbourne 3051

Date: ~~22 / 03 / 2024~~ 25 / 03 / 2024

Witness Signature: 

Witness Full Name: Chelsea Hill