



UGL QCLNG Enterprise Agreement 2024

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1. Title

This Agreement will be known as the *UGL QCLNG Enterprise Agreement 2024*.

2. Definitions

In this Enterprise Agreement:

Agreement means UGL QCLNG Enterprise Agreement 2024.

All Purpose Allowance where an Employee qualifies for this allowance, it will apply consistently to all hours worked. It is an all-purpose allowance.

Casual Rate ('CR') means the Casual Rate of pay at Appendix 2.

Client is QCLNG Operating Company Pty Ltd or its successor.

Commissioning means work performed within the Employer's scope of work on QCLNG, once the plant or a particular part of the plant is handed over to operations. This work falls within the scope of this Agreement.

Company means UGL Operations and Maintenance (Services) Pty Limited.

Continuous Shift worker means an Employee that is rostered to work consecutive shifts throughout the 24 hours of at least six consecutive days without interruption except for meal breaks or breakdowns due to unavoidable causes beyond the control of the Company

Consult means to engage in a discussion of the impact of the change and consider each party's views before a course of action is embarked upon. Consultation will not only be in appearance, but in fact.

Employee Representative means a representative recognised by UGL as elected by the Employees to represent their interests.

Employee or Employees means an Employee of UGL Operations and Maintenance (Services) Pty Limited to whom this agreement applies.

Employer means UGL Operations and Maintenance (Services) Pty Limited.

Flat Allowance where an Employee qualifies for this allowance, it will apply to the ordinary hours of work.

Flat Rate is not an all-purpose rate. No other penalties, loadings or entitlements will compound on them.

FWC means the Fair Work Commission.

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

QCLNG means the LNG facility on Curtis Island operated by QCLNG Operating Company Pty Ltd ('QCLNG Operating Company Pty Ltd') or its successor.

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

Regular and systematic basis means employment where there is a repetitive pattern of planned work.

Rostered Day Off (RDO) means a day which an Employee is rostered not to work.

Shift Worker means an Employee who is a 7 day shift worker who is regularly rostered to work on Sundays and public holidays.

Site means QCLNG Curtis Island site.

UGL means UGL Operations and Maintenance (Services) Pty Limited.

3. Parties Bound, Scope and Nature of Agreement

- (a) This Agreement binds and will apply to the following parties:
- (i) UGL Operations and Maintenance (Services) Pty Limited (ABN 76 010 045 299) ('UGL') in relation to its Employees covered by this Agreement;
 - (ii) Employees of UGL covered by the scope of this Agreement and for whom classifications are provided for in clause 7; and
 - (iii) The Communications, Electrical, Plumbing Union of Australia ('CEPU'), the Australian Workers' Union (AWU) and the Automotive, Food, Metal Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers' Union ('AMWU') representing Employees whose industrial interests they represent, as covered by the Fair Work Commission's ('FWC's) decision approving this Agreement.
- (b) The scope of this Agreement is all work in or in connection with the UGL QCLNG operations including maintenance, repair, renovation, outage, shutdown, turnarounds, commissioning, decommissioning, rehabilitation, upgrading, life extension activities, debottlenecking, and minor capital works on plant (up to \$A20 million in value), equipment, machinery and other engineering works.
- (c) UGL and the Employees are committed to genuinely identifying and implementing measures to improve productivity and efficiency at the Site during the life of this Agreement.
- (d) The objective of all parties to this Agreement is to ensure that the UGL operations at QCLNG on Curtis Island remain committed to Zero Harm and focused upon productivity, quality and performance improvement to remain competitive and sustainable.
- (e) A copy of this Agreement will be provided to each new Employee upon engagement of employment.
- (f) This Agreement will operate to the exclusion of any other industrial agreements, awards, modern awards or industrial instruments (whether or not made or lodged pursuant to the *Fair Work Act 2009* (Cth) (**FW Act**)).
- (g) This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4. Date and Period of Operation

- (a) This Agreement will commence operating seven days after the FWC approves the Agreement (**Commencement**). The nominal expiry date will be 31 December 2026.
- (b) The Parties agree that prior to the nominal expiry date of this Agreement they will convene to begin negotiations for a replacement Agreement and commit to ongoing meetings with the intent that the new Agreement will be made prior to the expiration of this Agreement. Any right of entry exercised as part of this clause will be managed in accordance with the FW Act.

5. No extra claims

- (a) During the term of this Agreement, the parties undertake that they will make no extra claims for any changes in remuneration or conditions of employment unless those changes are specifically covered by this Agreement or are made in accordance with the provisions of the FW Act.
- (b) The payments and benefits provided under this Agreement compensate Employees for any loadings, allowances, or other benefits that they may have or otherwise been entitled to receive under any other industrial agreements, awards, modern awards or industrial instruments (whether or not made or lodged pursuant to the FW Act).

6. Contract of Employment

6.1 Probationary period

- (a) UGL will initially engage new Employees for a period of probationary employment. The Employee will be advised in advance that the employment is probationary, and the duration of the probation will be three (3) months.

- (b) During the probationary period, the Employee is engaged on a daily basis and can be terminated upon one (1) weeks' notice.

6.2 Employment categories

- (a) All Employees will be engaged as either full-time, part-time or Casual Employees. The type of employment category will be confirmed in writing by UGL.
- (b) **A Full Time Employee** is an Employee who is engaged to work an average of 38 ordinary hours per week, in accordance with any roster.
- (c) **A Part Time Employee** is an Employee who is engaged to work an average of fewer than 38 ordinary hours per week in accordance with a roster and receives, on a pro rata basis, equivalent pay and conditions to those of Full Time Employees who undertake the same work. A Part Time Employee will be advised in writing the regular hours and days to be worked. Where it is necessary to alter the agreed hours and days to be worked due to operational reasons, UGL will consult and agree with the Employee concerned and the Employee's new hours and days to be worked will be provided in writing.
- (d) **A Casual Employee** is an Employee who is engaged in accordance with section 15A of the FW Act. That is, the Company 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 Company on that basis.
- (e) If an Employee who is engaged as a Casual Employee but is later determined to be a permanent Employee because they don't meet the definition in clause 6.2(d), they can claim their accrued leave entitlements for the impugned period, but that will be offset against casual loading paid to them for the relevant period.
- (f) A Casual Employee will be paid a casual loading of 25% in addition to their base rate of pay for their classification for their ordinary hours of work. The casual loading will be recognised as part of the Casual Employees all-purpose rate of pay and if paid in lieu of the following permanent entitlements which Casual Employees are not entitled to:
 - (i) Paid annual leave;
 - (ii) Paid personal/carer's leave;
 - (iii) Paid compassionate leave;
 - (iv) Payment for absence on a public holiday;
 - (v) Payment in lieu of notice of termination; and
 - (vi) Redundancy pay.
- (g) Casual Employee rates at Appendix 2 (**CR**) are an all-inclusive hourly rate that include casual loading and/or other allowances not specifically provided for elsewhere in this Agreement.
- (h) When incurring shift and other penalties in accordance with this Agreement, the following percentages referred to will apply to the relevant ordinary hourly rate at Appendix 2 (which already includes casual loading):
 - (i) Where a Casual Employee works overtime, they will be paid penalty on penalty. For example:
 - a. Where a Casual Employee works overtime at time and a half, they will be paid: CR x 150%; or
 - b. Where Casual Employee work overtime at double time, they will be paid: CR x 200%.
 - (ii) Where a Casual Employee works shift work, they will be paid penalty plus penalty. For example:
 - a. Where a Casual Employee works night shift, they will be paid: CR + 20%
 - (iii) Where a Casual Employee works overtime whilst on shift work, they will be paid penalty on penalty plus penalty. For example:
 - a. Where a Casual Employee works overtime at time and a half whilst on night shift, they will be paid: (CR x 150%) + (CR x 20%); or

- b. Where a Casual Employee works overtime at double time whilst on night shift, they will be paid: (CR x 200%) + (CR x 20%).

Where a Casual Employee works less than five consecutive shifts, the provisions of clause 10.6(d) will apply.

- (i) A Casual Employee, other than an irregular Casual Employee, who has been engaged by UGL for a period of employment under this Agreement of four months, thereafter has the right to request to have their contract of employment converted to full-time hours of employment if the employment is to continue beyond the conversion process.
- (j) Where 6.2 i) is not exercised, casual conversion will be in accordance with Division 4A of the NES.

7. Classifications

- (a) At the start of employment, each Employee will be assigned to one of the classifications in Appendix 4.

- (b) **Apprentices**

UGL is committed to the training of apprentices.

Apprentices are entitled to all terms and conditions of this Agreement and will be paid the following percentage of the applicable Tradesperson classification in the appropriate schedule.

	Junior	Adult (21+)
Year 1	55%	80%
Year 2	65%	82%
Year 3	75%	85%
Year 4	90%	90%

- (c) An Electrical apprentice in their fifth year (Instrumentation qualification) will be paid 100% of Level 6 under this Agreement.

- (d) **Trainees**

- (i) The minimum wages for a Trainee covered by the national training wage provisions are set out in Appendix 8.
- (ii) The minimum wages for an Employee who has completed a national training wage traineeship and who is required to utilise the skills attained from their traineeship are set out in the following tables.

- a. On completion of Skill Level A:

School Leaver	Percentage of Level 5
	Completed Year 12
Plus 1 year	73.5
Plus 2 years	85.3
Plus 3 years	100

- b. On completion of Skill Level B:

School leaver	Percentage of Level 4
	Completed Year 12

Plus 1 year	74.5
Plus 2 years	87.2
Plus 3 years	100

c. On completion of Skill Level C:

School leaver	Percentage of Level 3
	Completed Year 12
Plus 1 year	71.7
Plus 2 years	80.2
Plus 3 years	100

- (iii) The appropriate classification is the classification corresponding to the minimum training requirement or equivalent which is the normal outcome for the particular traineeship as advised by the Jobs and Skills Council (JSCs) .. Provided that any additional competencies acquired during the period of experience during and subsequent to completion of the traineeship which are required or will be required to be utilised are also taken into account. Provided further that where the outcome is less than the Level 3 the Employee is given the opportunity to acquire the additional competencies, where the attainment of the additional competencies meets the needs of the business, and when this is achieved the Employee is reclassified from the Level 2 to Level 3 level.
- (iv) The minimum wages provided for in clause 7(d)(ii) are to receive wage increases that are in proportion to the wage increases provided to the minimum wage of the Level 4 in respect of Skill Level B, the Level 3 in respect of Skill Level C, and the Level 5 in respect of Skill Level A.
- (v) Whether a traineeship falls within Skill Level A, Skill Level B or Skill Level C will be determined by the advice of the JSCs. Based on the advice of the JSCs, the Foundation Engineering Traineeship is a Skill Level C, the Engineering Traineeship is a Skill Level B, the Advanced Engineering Traineeship is a Skill Level B or a Skill Level A depending on the level of the Engineering Production Certificate which the traineeship is designed to achieve and the Engineering Traineeship Technician is a Skill Level A.

- (e) The duties of the classifications specified in clause 7(a) are defined in Appendix 4.
- (f) Employees must be able to satisfy the criteria of skills, competencies and qualifications for the classification level they are paid and perform work in a fully flexible manner as reasonably required by UGL. Employees will perform any work provided the duties are within the classification of the Employee's skill, competence, qualifications or training. This includes using any skills, tools and equipment as may be required (subject to any licensing requirements) where it does not promote deskilling.
- (g) Progression between classification levels will be based on the Employee being required by UGL to perform such roles and the Employee being able to satisfy the competencies as defined in Appendix 5. All approved reclassifications will be confirmed in writing by UGL with a copy of the confirmation sent to payroll.
- (h) To be clear, where UGL determines that a higher classified position/level is operationally required on a permanent basis and an Employee applies for appointment to the higher classification level /position, UGL will consider re-classification of the Employee.

8. Performance, Training and Development

- (a) Employees will participate in performance and development reviews to discuss performance as well as discuss skills, training and development needs and opportunities.

- (b) Where UGL requires Employees to undertake workplace training it will pay all costs associated with the training and time spent in training at UGL's request and approval.
- (c) Where an Employee is undertaking training in tasks defined in a higher classification level at the request of UGL and is not yet competent and qualified, the Employee will continue to be paid at their current classification rate for no longer than two months.
- (d) Where UGL determines that a higher classified position/level is operationally required on a permanent basis and an Employee applies for appointment to the higher classification level /position, UGL will in the first instance, genuinely consider re-classification of the current existing Employee/s to fill the position/s available.

9. Remuneration

9.1 Hourly Rates and Allowances

- (a) Employees will be paid the applicable hourly rate in accordance with clause 9.1(b) or (c) and the relevant Appendices, as is applicable.
- (b) Employees, including casual, full time and part time Employees will be paid an hourly rate in accordance with Appendix 1 and 2 as applicable. The hourly rate includes:
 - (i) any disability allowances payable; and
 - (ii) conditions on the site and skills associated with or likely to be associated with work on the site (including annual leave loading); and
 - (iii) climate conditions, areas of work and the wearing of any safety equipment.

The hourly rate at Appendix 2 includes all of the above, excluding annual leave loading, plus a 25% casual loading.

- (c) Payment will be on a weekly basis by electronic funds transfer into the Employee's bank, building society or credit union account.

9.2 Overtime

- (a) UGL may require an Employee to work reasonable overtime.
- (b) Where Employees perform overtime, overtime penalties in accordance with this clause will apply to the rates at Appendix 1 for permanent Employees and Appendix 2 for Casual Employees, provided that for casuals the calculations will be in accordance with clause 6.2(g):
 - (i) Any hours worked in excess of ordinary hours in any day, Monday to Friday will be paid at overtime rates as follows:
 - a. The first two hours of overtime will be at time and one half (1.5);
 - b. All overtime thereafter will be at double time.
 - (ii) Saturday overtime work will be two hours at time and one half (1.5), and double time thereafter. Sunday overtime work will be at double time. Overtime work on a public holiday will be double time and one half.
 - (iii) For a continuous shift worker, all overtime hours worked from Monday to Saturday will be paid at double time.
- (c) Overtime will be assigned on the basis of specific work requirements and the practice of "one in, all in" overtime will not apply. The assignment of overtime to Employees will be at Company discretion however the Company will look to balance and share the overtime where possible.

9.2.1 Overtime Rest Break

- (a) Where overtime is to be worked immediately after the completion of rostered ordinary hours and RDO accrual (if applicable) on a day or night shift and the period of overtime is to be more than one and a half hours past such time, an Employee, before starting the overtime, is entitled to a rest break of twenty minutes to be paid at the Employee's applicable rate.

- (b) An Employee working overtime must be allowed a rest break of twenty minutes without deduction of pay after each four hours of overtime worked if the Employee is to continue work after the rest break referred to in 9.2.1(a).
- (c) Where a day Employee is required to work overtime on a Saturday, Sunday or on a public holiday, the first rest break must be paid at the Employee's applicable rate.

10. Allowances

10.1 Higher Duties Allowance

Where an Employee is appointed by the Company to undertake one or more of the following duties, the Employee will be paid an additional \$2.80 per hour (Flat Allowance) or the classification level of the higher duties position if it provides more than \$2.80 per hour, when required to perform all or any of these tasks while at work.

- Temporary Leading Hand
- Temporary performance of work at a higher grade

10.2 Travel

- (a) Each Employee's designated point of hire will be Gladstone and Employees are required to reside within Gladstone or within a 60km radius of Gladstone CBD. Any personal decision to live in a location other than the Employee's designated point of hire is the Employee's own choice and personal/financial responsibility. Any inability of the Employee to meet their scheduled work hours or UGL's Fatigue Management Guidelines, as amended from time to time, due to choosing to reside outside Gladstone, including travel to and from Site, will be wholly the responsibility of the Employee.

10.3 Site Allowance

- (a) An Employee will be paid a flat allowance as per Appendix 11 for each day they physically attend for work on Curtis Island.
- (b) The allowance is paid as compensation for all disabilities and access restrictions directly or indirectly associated with Employees being required to work on Curtis Island and no further compensation will be paid.

10.4 Non-Local Staff

UGL will employ local Gladstone Employees wherever possible subject to ensuring the appropriate mix of skill and experience. Where UGL requires non-local Employees for events such as turnarounds, shutdowns or other emergencies, UGL will provide accommodation and meals or a meal allowance in accordance with the ATO provisions. Such arrangements will only occur at the written direction of UGL in circumstances as provided for in this clause.

10.5 On Call Allowance and Call Back Allowance

Any Employee who is required to remain in a Fit for Work (FFW) state for the purpose of emergency call outs or breakdowns, will be paid an On-Call Allowance of \$100.00 for each period of seven days or pro-rata, whichever is applicable. If an Employee that is on call is subsequently called back to work, they will be paid for all hours worked but will be paid for a minimum of four hours on each occasion. This allowance is paid as a Flat Rate.

10.6 Shift Allowance

- (a) Where Employees are required to work on a night shift arrangement, other than as provided in clause 10.6(d), they will be entitled to a 20% Night Shift Loading for hours so worked.
- (b) UGL is committed to promoting work life balance for its shift working Employees, therefore shift work is expected to rotate between day and night, provided that during shutdowns and turnarounds there may be short periods of permanent night shifts during those events.
- (c) The calculation of shift work penalties for Casual Employees will be in accordance with clause 6.2(g) and 6.2 (h).

(d) **Short Term Shift Work**

Where Employees perform shift work on night shift for less than five consecutive shifts, all work will be paid at:

- 200% of the ordinary hourly rate if employed on continuous work;
- 150% of the ordinary hourly rate for the first two hours and 200% of the ordinary hourly rate thereafter if employed on other shiftwork.

(e) **Paid Fatigue Day**

Where a permanent Employee who is usually rostered to work day work only is required to work on night shifts, the Employee will be entitled to be paid a fatigue day of 7.6 ordinary hours at the base hourly rate for the day immediately following the last night shift worked and the RDO accrual will still be accumulated (if applicable).

10.7 **Tool Allowance**

The Company will provide tools wherever possible however, where the Company requires Employees to provide their own tools, a tool allowance of \$30.00 per week will be paid as a Flat Rate. Employees are required to ensure that their toolkit consists of tools in accordance with the relevant Appendices at 5-7 appropriate for the classification they are employed under.

10.8 **Electrical Allowance**

- (a) All electrical Employees will receive a flat allowance of \$3.80 per day.
- (b) This allowance will be paid as a flat allowance on all ordinary hours worked. For the avoidance of doubt, this allowance will not be paid during periods of leave or on public holidays.
- (c) Employees working on an RDO roster will be paid \$3.80 on each day of their roster cycle including their RDO.

10.9 **First Aid Allowance**

An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid an additional \$18.72 as a weekly flat rate, where the Employee is appointed by the Company to perform first aid duty.

10.10 **Health and Lifestyle Initiative Payment**

- (a) UGL encourages Employees to maintain a healthy lifestyle. To encourage Employees to achieve this, UGL will pay permanent Employees only up to a maximum of \$299.99 per year for each year of this Agreement to contribute to a health and lifestyle initiative (including a gym or fitness membership). This payment will be reimbursed to the Employee upon the production of a valid receipt and will not accumulate from year to year.
- (b) The health and lifestyle initiative payment will apply to permanent Employees only once they have completed the probationary period outlined in clause 6.1 of this agreement.
- (c) Employees will be eligible to apply to UGL for reimbursement of the health and lifestyle initiative payment upon the following dates:
- (i) From Commencement;
 - (ii) 12 months from Commencement; and
 - (iii) 24 months from Commencement.

10.11 **Uniforms and Prescription Safety Glasses**

- (a) The Company will provide each Employee with such PPE as required by law and specific site requirements and an Employee will use such PPE and be responsible for the safeguarding of it.
- (b) All permanent Employees will be issued with three sets of uniforms, e.g. Shirts and long pants, or overalls, or if requested a combination of both, and a pair of site compliant safety boots upon commencement of Employment. Uniform replacement will be once per annum or on a fair wear and tear basis upon request.

- (c) A permanent Employee will receive an additional 2 sets of uniforms or overalls upon request where they have completed at least six months of service. Uniform replacement will be once per annum or on a fair wear and tear basis upon request.
- (d) Permanent Employees engaged during the winter months will be issued with a quality site compliant winter jacket.
- (e) Casual Employees will be provided with three sets of overalls. These uniforms are to be returned during the off-boarding process.
- (f) Where a permanent Employee has completed at least 3 months of service and chooses to purchase or has purchased their own prescription safety glasses, they will be reimbursed up to the value of \$300. Reimbursement will be made on presentation of the original receipt to the Company Health Safety and Environment Officer, or during the safety induction at the commencement of work.
- (g) Prescription safety glasses will comply with the Australian Standard AS/NZS 1337.6.
- (h) Eligible Employees are able to claim for new prescription safety glasses once every two years, or on a fair wear and tear basis where they are damaged at work.
- (i) It is the Employees responsibility to ensure that their personal attire, namely boots, trousers, shirts and hi-vis Jacket and prescription safety glasses are maintained to a high standard of cleanliness and repair.

11. Superannuation

- (a) UGL will make the appropriate contributions as required by the *Superannuation Guarantee (Administration) Act 1992* (Cth). Employees may choose a superannuation fund and where no choice is made, contributions will be made to the default fund (Australian Super). UGL may change the default fund, following consultation with Employees and their Representatives, provided it complies with the MySuper requirements.
- (b) UGL's contributions will be at the Employee's all-inclusive salary, as defined by the Superannuation Guarantee legislation, as amended from time to time, and any applicable Tax Ruling.
- (c) In accordance with s 32C(6) of the *Superannuation Guarantee (Administration) Act 1992* (Cth), contributions will be made into Energy Super for electrical Employees. All superannuation contributions will be paid as required by the trust deed of Energy Super and in accordance with clause 11(b).
- (d) UGL must make superannuation contributions on behalf of the Employee to an eligible choice fund as nominated by the Employee or, if the Employee does not make a choice, the relevant stapled fund identified to UGL by the ATO. If the Employee does not choose a fund and does not have a stapled fund, UGL will make the contributions to the Company's default fund, in accordance with Federal superannuation legislation.

12. Hours of Work and Rosters

- (a) The ordinary hours of work are 38 hours per week averaged over a 28 day cycle.
 - (b) Unless otherwise agreed between UGL and an Employee, the spread of hours of work for rostered Employees will be between the hours of 6:00am and 6:00pm for dayshift and 6:00pm and 6:00am for nightshift inclusive.
 - (c) Employees may be requested to work such hours, including shift work, rostered overtime applicable to a 12-hour working day, weekend and public holiday work, as required for the effective performance of their role. Any overtime outside rostered hours will be approved and directed by UGL. Overtime worked will be allocated in consideration of operational requirements, fatigue management and workplace health and safety.
 - (d) Work will be arranged in accordance with rosters. Without limiting UGL's right to determine its rosters consistent with notice provisions and the provisions of consultation at clause 19, sample rosters for the purposes of this Agreement are in Appendix 3.
- 12.1 UGL has the right to introduce new rosters. UGL will consult with Employees in accordance with clause 19.2. UGL will provide no less than two weeks' notice before introducing a new roster or one weeks' notice to change between rosters. The Company will undertake its best endeavours to facilitate roster

changes at the end of a complete roster cycle. Shorter periods of notice may operate by agreement with any affected Employee concerned, or in the event of an emergency.

12.2 In circumstances where the ferry times are altered significantly and this impacts the duration of the rostered work day, Employees will be remunerated accordingly.

12.3 **Rostered Days Off (RDO)**

- (a) Employees, unless on shift work, are not rostered to work ordinary hours on public holidays.
- (b) A day in the 9 day fortnight roster is 8.44 ordinary hours plus 0.45 overtime which equals an 8.89 hour day.
- (c) The 8.44 ordinary hours consists of 7.6 ordinary hours and 0.844 ordinary hours that are accrued for an RDO (9 days x 0.844 hours = 7.6 hours).
- (d) One day in the fortnight will be appointed the RDO. RDOs will not be banked.
- (e) Where an Employee is required by UGL or a representative of the client to work on an RDO, they will be paid at overtime rates in addition to their accrued RDO.
- (f) Where a public holiday falls on an RDO, the Employee will be paid 7.6 hours ordinary time in addition to their accrued RDO.
- (g) Where an Employee is required to work on a public holiday that falls on an RDO, they will be paid public holiday rates in addition to their accrued RDO. This roster applies to both day work and night work where a 9 day fortnight worker may be required to work nights from time to time. For the purpose of clarity, the short shift provision will only apply to the short week if it is the only week of night shift required to be worked at that time.

12.4 **Meal Breaks and Rest Breaks**

- (a) Employees will be entitled to a rest break and a meal break. The allocation of the rest break and meal break may be varied by UGL to meet operational requirements but will not be less than a paid twenty (20) minute rest break and a meal break that will not exceed thirty (30) minutes.
- (b) Day workers will be entitled to an unpaid meal break and shift workers including continuous shift workers will be entitled to a paid meal break at the shift worker's all-purpose rate of pay for ordinary hours.
- (c) The rest break and meal break may be staggered to suit the operational requirements of the project or site.
- (d) Employees working a 12 hour day will have two paid 30 minute meal breaks, which is in lieu of the 20 minute rest break.
- (e) Where an employee works 1 ½ hours or more overtime after the completion of their ordinary hours, they will be entitled to a paid 20 minute crib break, provided that where UGL and the majority of employees or an individual employee agree to work through that break, employees will be paid 20 minutes at double time in lieu of that break.

12.5 **Fatigue Management**

UGL will manage fatigue according to its Fatigue Management Policy for the Site. This Policy will be consistent with the client's Fatigue Management Policy. It is acknowledged by the parties to this Agreement that due to the unique location of Curtis Island, travel to and from work in an Employee's personal time is likely to take a minimum of 80 minutes per day.

12.6 **Fatigue Management Break**

When additional hours of work are necessary it must be arranged so that an Employee has at least 10 consecutive hours off duty between the work of successive working days.

13. **Standing Down for Climatic Reasons**

- (a) UGL will endeavour to find alternative useful employment opportunities before standing down Employee/s or requiring them to take accrued annual leave entitlements. However where severe wet weather or other climatic conditions prevent UGL from employing the Employee or Employees in their usual classifications or in other useful employment, UGL will engage in a consultation process with

Employees to find an optimal outcome for the site and affected Employee/s. UGL will be able to demonstrate to Employees and their representatives the steps they have taken to find alternative employment. As a last resort to standing down Employee/s without pay, UGL may first allow the Employee/s to take any accrued annual leave or accrued 'days in lieu' entitlements for the duration of such stand down.

- (b) Where possible and practicable, UGL will consider, in consultation with Employees, any requests for assistance during times of severe weather or climatic conditions.
- (c) Employees will be assisted off site as soon as safely possible, and employees are stood down for the purposes of this clause from the time transport is available and Employees are directed to be transported to the mainland.

13.1 Inclement Weather

- (a) Inclement weather means the existence of rain, hail, cyclonic or severe climatic conditions where it is not reasonable or it is potentially unsafe for Employees to continue working in those conditions.
- (b) The parties agree that inclement weather will be managed in a reasonable and sensible manner consistent with site safety policies and procedures.
- (c) Employees may be transferred to alternative duties, or an alternative area not affected by inclement weather, where other work or training is available that the Employee can safely perform.
- (d) In the event an Employee is directed by a client representative or its delegate to work in inclement weather to undertake critical work, and as a result, works directly in the rain, the Employee will be paid double time in addition to the entitled rate at that time, until the Employee is not exposed to those conditions and dry.
- (e) The practice of "one in, all in" will not apply. The direction to undertake work will be specific to individuals and tasks, on a case-by-case assessment. The relevant supervisor in conjunction with the affected Employees will assess the conditions and activity to be performed.
- (f) If an Employee who has attended site on a day is returned early to the mainland at the direction of UGL or a client representative or delegate because of inclement weather, they will be paid their ordinary hours of pay for that day, provided that the Employee has not refused to work alternative duties as directed by UGL or the client.
- (g) Where Employees are directed to not attend to the island at all due to inclement weather, then UGL may stand Employees down without pay, however Employees may also take any accrued annual or long service leave instead of such a stand down.
- (h) Any stand down under clause 13 or 13.1 will not affect an Employees continuous service with UGL.

14. Leave

14.1 Annual Leave

- (a) All Employees (other than Casual Employees) will be entitled to four weeks paid annual leave per annum subject to the provisions of the NES.
- (b) All shift work Employees will be entitled to five weeks of annual leave at the average weekly hours.
- (c) Employees are encouraged to take their full entitlement of annual leave each year.
- (d) Where a roster is introduced in accordance with clause 12.1 or 12.2, where the alternate roster meets the definition of shift worker, the Employee will continue to receive 5 weeks of annual leave at the average weekly hours of the alternate roster.
- (e) Employees are encouraged to take their full entitlement of annual leave each year.
- (f) Unless UGL and an Employee agree otherwise, annual leave will be taken in periods which coincide with complete roster cycle arrangements.
- (g) For the avoidance of doubt, Employees who work on a 9 day fortnight roster will accrue annual leave at the rate of 169 hours per annum (7.6 ordinary hours + 0.844 RDO accrual x 20 days).

14.2 Personal Leave

- (a) All Employees (other than Casual Employees) will be entitled to 10 days paid personal leave per annum

subject to the provisions of the NES.

- (b) For the avoidance of doubt, Employees who work on a 9 day fortnight roster will accrue personal/carer's leave at the rate of 84.5 hours per annum (7.6 ordinary hours + 0.844 RDO accrual x 10 days).

14.3 Public Holidays

- (a) Subject to clause 12 c), permanent Employees will be entitled, without loss of pay, to public holidays in accordance with the FWA. The following are public holidays:
- 1 January (New Years Day);
 - 26 January (Australia Day);
 - Good Friday;
 - Easter Saturday;
 - Easter Sunday;
 - Easter Monday;
 - 25 April (ANZAC Day);
 - Labour Day;
 - Gladstone Show Day;
 - Sovereigns Birthday;
 - Christmas Day;
 - Boxing Day;
 - Any other day, or part-day, declared or prescribed by or under law of the state of Queensland to be observed generally within the state of Queensland, or a region of the state of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
- a) A part-day public holiday will be recognised from 6:00pm to midnight on Christmas Eve and the applicable penalties will apply for those who are rostered.

14.4 Parental, Compassionate & Unpaid Carer's Leave

- (a) Employees covered by this Agreement will be entitled to parental leave, compassionate leave and unpaid carer's leave under and subject to the provisions of the NES.

14.5 Long Service Leave

- (a) Employees covered by this Agreement will be entitled to long service leave (**LSL**) in accordance with the *Industrial Relations Act 1999* (Qld), as amended from time to time and the *Building and Construction Industry Portable Long Service Leave Act 1991* (Qld) as administered by 'QLeave', as per their respective rules of eligibility. Any requests must be approved by UGL in accordance with this clause.

14.6 Community Service Leave

- (a) An Employee, other than a Casual Employee, required to attend for jury service during their ordinary working hours will be released from work and reimbursed in accordance with the NES. The Employee will be required to provide a copy of the receipt for the amount paid under Jury Service.
- (b) Voluntary Emergency Management Activities
- An Employee will be entitled to community service leave for voluntary emergency management activities in accordance with the FW Act.

14.7 Family & Domestic Violence Leave

- (a) Employees including Casual Employees will be entitled to Family and Domestic Violence Leave in accordance with the NES.
- (b) If in the event that a Company policy is introduced during the life of this Agreement regarding Family and Domestic Violence Leave that provides for a more generous entitlement than that provided for in the NES, the Employee will receive the entitlements provided for in the Company policy.

(c) Definitions

(i) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.

family member means:

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

(d) A reference to a spouse or de facto partner in the definition of family member in clause 14.7 c) includes a former spouse or de facto partner.

14.8 Employee Representatives Training

- (a) For the purposes of this agreement, up to three appointed Employee Representatives are permitted up to five days paid leave per annum (each day being up to 12 rostered hours) each to attend formal training where such training is identified as assisting to improve workplace relations and does not unreasonably interfere with operations. This leave is not accumulative and does not payout upon termination. Employee Representatives are required to provide a minimum of four weeks' notice where possible so that appropriate consideration and coverage can be arranged.
- (b) Where an Employee Representative is unable to attend training referred to in clause 14.8(a) for any reason, a co-Employee Representative may attend in their place.

15. Termination of Employment

- (a) Subject to clause 15(b), an Employee (other than a Casual Employee) who wishes to resign must give UGL the same notice in writing as that required of UGL at clause 15.1. A Casual Employee can resign by giving one day's written notice. UGL can terminate a Casual Employee's engagement or work on a roster by giving one days' notice or payment in lieu of all or part of such notice to the Employee.
- (b) UGL may, at its discretion, require an Employee who gives notice to work until the expiration of the notice period or may pay the Employee a sum in lieu of working through all or part of the notice period.

15.1 Notice of termination by Employer

(a) In the case of UGL giving notice of termination of employment, UGL will be required to give the following notice:

Period of continuous service with the Employer:	Period of Notice:
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) The period of notice to be given by UGL will increase by one (1) week if the Employee is over 45 years old at the time of the giving of notice and has completed at least two (2) years of continuous service with UGL.
- (c) UGL may terminate an Employee's employment by paying the Employee in lieu of the notice provided for in this sub- clause. Payment in lieu of notice will be calculated in accordance with the FW Act.

- (d) The period of notice in this clause will not apply in the case of a Casual Employee.
- (e) In the event an Employee’s employment is terminated for reason of redundancy, UGL will make all endeavor’s to provide an Employee with four weeks’ notice in writing. However, if an Employee is paid in lieu of notice (rather than being requested to work their notice period), UGL will not be required to pay the Employee any period of notice greater than that in clause 15.1(a) or (b).

15.2 Termination by the Employer Without Notice

Notwithstanding the provisions of clause 15 of this Agreement, UGL will have the right to summarily dismiss any Employee without notice for misconduct which justifies instant dismissal, and in such case the wages will be paid up to the time of dismissal only.

15.3 Redundancy – Introduction of Change

UGL will advise all Employees as soon as practicable of any impending change that may significantly affect their ongoing employment with UGL or the performance of their work under this Agreement, for example where UGL no longer wishes the job to be done by anyone on a full-time basis, or at all.

15.3.1 Severance Pay

- a) UGL agree to introduce this clause with an effective date of 1 February 2024. UGL will make contributions on behalf of all eligible Employees into a compliant industry redundancy trust fund. Employees must nominate either CIRT, ACIRT or PROTECT as their choice of fund.
- b) PROTECT will be nominated as the default fund where Employees do not make a nomination.
- c) The weekly contribution will be a rate of \$70 per completed week of service and pro rata for part thereof based on a 38 hour week.
- d) The severance entitlements will be calculated weekly and paid to the nominated fund on a monthly basis and in arrears.
- e) Payment into the fund will be accepted as full and final settlement of UGLs obligation to Employees in respect of severance pay subject to clause 15.3.1 h). Further, UGL will not be responsible for monies held by the fund.
- f) Employees who have severance pay paid into an approved trust fund will provide to the fund all necessary information required by the fund for membership and the Employees account in the fund will be subject to the conditions of the funds trust deed. Such Employees may, on termination or later, apply to the fund for payment of the total sum of contributions made on their behalf (plus any interest accrued) during the period of employment.
- g) Subject to the trust deed, until such application for payment is received by the fund, UGL contributions will be held in the Employees account and interest earned on the sum will accrue to the benefit of the Employee.
- h) The payments made under this clause are in substitution for the NES redundancy provision except that where the severance payment does not meet or exceed the NES. In such cases, UGL will top up the Employees severance so that it meets the NES entitlement as outlined below.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks’ pay
2 years and less than 3 years	6 weeks’ pay
3 years and less than 4 years	7 weeks’ pay
4 years and less than 5 years	8 weeks’ pay

5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

15.3.2 Employees Exempted

Clause 15.3.1 does not apply to:

- (i) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (ii) Employees who would otherwise not be entitled to redundancy pay for any reason under the NES; or
- (iii) Casual Employees.

15.3.3 Alternative Employment

- (a) If UGL finds suitable alternative employment with the same status and pay and similar overall conditions including similar rosters, for any Employee affected by change, as notified pursuant to clause 15.3, then clause 15.3.1 is not applicable.
- (b) Any Employee made redundant will be given preference in future employment for a period of twelve (12) months from the day of retrenchment on the basis that the Employee applies for the position and fits the requirements of that position.

16. Termination of Employment – Other

- (a) UGL will have the right to dismiss any Employee without notice for serious misconduct (in accordance with the definition in the FW Act) and, in such cases the Employee will only be paid up to the time of dismissal.

17. Dispute Resolution Procedure

- a) If a dispute relates to:
 - a matter arising under this Agreement; or
 - the NES

this clause sets out procedures to settle the dispute.
- b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee/s and relevant supervisors and/ or management. The following steps will apply:
 - Step 1 – The Employee/s concerned will raise the matter in writing with the appropriate Supervisor for resolution within 7 days of the matter arising. The Supervisor must respond to the dispute within 2 days of being notified.
 - Step 2 – Where Step 1 does not resolve the dispute or the Supervisor has not responded to the dispute within 2 days, the Employee/s concerned must raise the matter in writing with the appropriate Superintendent for resolution. The Superintendent must respond to the dispute within 2 days of being notified.
 - Step 3 – Where Step 3 does not resolve the dispute or the Superintendent has not responded to the dispute within 2 days, the Employee/s concerned must raise the matter in writing with the Contract Manager. The Contract Manager must respond to the dispute within 5 days of being notified.

- Step 4 – Where Step 3 does not resolve the dispute, the Employee/s must raise the matter in writing with the Operations Manager. The Operations Manager must respond to the dispute within 7 days of being notified.
- Step 5 – Where Step 4 does not resolve the dispute, either party may refer the dispute to the FWC as outlined below.
 - The FWC may deal with the dispute in 2 stages:
 - In the first instance, the FWC will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - I. Arbitrate the dispute; and
 - II. Make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that FWC 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.

- b) While the parties are trying to resolve the dispute using the procedure in this term:
- An Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
 - An Employee must comply with reasonable directions given by UGL to perform other available work at the same workplace, or at another workplace, unless:
 - I. The work is not safe; or
 - II. Applicable occupational health and safety legislation would not permit the work to be performed; or
 - III. The work is not appropriate for the Employee to perform; or
 - IV. There are other reasonable grounds for the Employee to refuse to comply with the direction.
- c) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

18. Flexibility Arrangement

18.1 Individual Flexibility Arrangements

- a) UGL and an Employee may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of the terms of this Agreement if the IFA deals with one or more of the following matters:
 - Personal Leave and when it can be taken; and
 - The taking of Long Service Leave.
- b) To make an IFA, the following requirements must be met:
 - The IFA is made to meet UGL and the Employee's genuine needs in relation to one or more of the above matters at clause 18(a); and
 - UGL and the Employee genuinely agreed to the IFA.
- c) UGL will ensure that any IFA that is agreed to:
 - is in writing;
 - identifies the names of both parties;
 - is signed by both parties (and if the Employee is under 18, by a parent or guardian of the Employee);
 - is about permitted matters under section 172 of the FW Act and does not contain any

unlawful terms under section 194 of the FW Act;

- includes the details of the terms of the Agreement that will be varied by the IFA, and how they will be varied; and
 - results in the Employee being better off overall than they would have been if the IFA had not been entered into.
- d) UGL will provide the Employee with a copy of the IFA within 14 days after it has been agreed.
- e) UGL and the Employee who has entered the IFA may terminate the IFA:
- By giving no more than 28 days written notice to the other party; or
 - If both parties agree in writing - at any time.
- f) Note: If any of the requirements of s.144(4) of the Act, which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the Employee or UGL, giving written notice of not more than 28 days (see s.145 of the Act).

18.2 Requests for flexible working arrangements

An Employee, after completing 12 months of continuous service, may request for flexible working arrangements in accordance with the provisions provided for in the NES.

19. Consultation

19.1 Major Change

- (a) If UGL makes a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on Employees of the enterprise, UGL will notify the relevant Employees of the decision to introduce the major change.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (c) As soon as practicable after making its decision, UGL will discuss with the relevant Employees, the introduction of the change.
- (d) UGL is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (e) In this term, a major change is "likely to have a significant effect on Employees" if it results in:
- (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of UGL's workforce or to the skills required of Employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.
- (f) In this clause, "relevant Employees" means the Employee/s who are affected by the major change.

19.2 Change to Regular Roster or Ordinary Hours of Work

- (a) Excluding changes in accordance with clause 12.1 or 12.2, if UGL proposes to introduce a change to the regular roster or ordinary hours of work UGL must notify the relevant Employees of the proposed change. As soon as practicable after proposing to introduce the change, UGL will discuss with the Employees the introduction of the change.
- (b) Employees are entitled to appoint a representative for the purposes of consultation. If the Employee or Employees advise UGL of the identity of the representative, UGL will recognise the representative.

- (c) For the purposes of discussion with Employees, UGL will provide Employees with:
 - (i) All relevant information about the change, including the nature of the change; and
 - (ii) Information about what UGL reasonably believes is likely to affect the Employees; and
 - (iii) Information about any other matters that UGL reasonably believes are likely to affect the Employees.
- (d) However, UGL is not required to disclose confidential or commercially sensitive information to Employees.
- (e) UGL will invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). UGL will give prompt and genuine consideration to matters raised about the change by the Employees.

20. Income Protection Insurance

- (a) Subject to the conditions of this clause, permanent Employees will be entitled to income protection insurance (covering sickness and accident).
- (b) The cost of this insurance will be a maximum of 1.68% of payroll (exclusive of GST and stamp duty) for the complete term of this Agreement. It includes the following terms:
 - (i) the cover will be for 100% of an Employee's average earnings, up to a maximum of \$2,000 per week, whichever is less, for 104 weeks applying to personal injury or illness (other than illnesses or injuries not normally covered by UGL's insurance policy);
 - (ii) an excess (waiting) period in accordance with UGL's insurance policy, applying to personal injury or sickness;
 - (iii) a requirement that the Employee participates meaningfully in reasonable rehabilitation programmes ;
 - (iv) in the event that the claims experience necessitates, in the view of UGL, a review of the insurance policy under this enhanced benefit, discussions will be held with Employees and their representatives, and any adjustments that are determined necessary by UGL shall be made to the policy entitlements and not the maximum premium set out above; and
 - (v) coverage under an Income Protection Policy will be in accordance with the terms and conditions of UGL's insurance policy.

21. Signatories

Signed for and on behalf of UGL Operations and Maintenance (Services) Pty Limited (ABN 76 010 045 299)



Signature

3 January 2024

Date

Julia Swift


Name

Level 8, 40 Miller Street, North Sydney, NSW, 2060

Address

National Industrial Relations Manager, Services

Authority to Sign



Witness Signature

3 January 2024

Date

**Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal,
Plumbing and Allied Services Union of Australia (CEPU)**

Signature

Date

Name

Address

Authority to Sign

Witness Signature

Date

**Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries
Union known as the Australian Manufacturing Workers' Union (AMWU)**

Signature

Date

Name

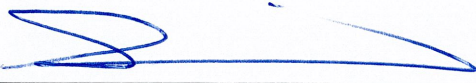
Address

Authority to Sign

Witness Signature

Date

Signed for and on behalf of the Australian Workers' Union (AWU)



Signature

2/01/2024

Date

Stacey Schinnerl

Name

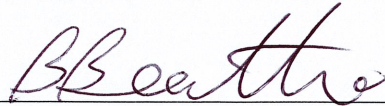
13/333 Adelaide Street

Address

BRISBANE QLD 4000.

Branch Secretary

Authority to Sign



Witness Signature

2/01/2024

Date

APPENDIX 1 - Permanent Hourly Rates (exclusive of Superannuation)

Classification	Hourly Rates from the first full pay period on or after 1/1/2024
Level 1	\$48.08
Level 2	\$50.00
Level 3	\$52.46
Level 4	\$54.32
Level 5	\$54.62
Level 6	\$55.87
Level 7	\$56.79
Level 8	\$59.26

*Rates in this appendix will be subject to the following increases for 2025 and 2026.

- The hourly rate increase effective from the first full pay period on or after 01/01/2025 will be 3% or WPI (whichever is greater). WPI will be from the September quarter 2023 – September quarter 2024.
- The hourly rate increase effective from the first full pay period on or after 01/01/2026 will be 3% or WPI (whichever is greater). WPI will be from the September quarter 2024 – September quarter 2025.

For the purposes of determining the increases as prescribed above, the Wage Price Index (WPI) is measured by the Wage Price Index (6345.0) Table 5b – Total Hourly Rates of Pay Excluding Bonuses; Sector by Industry; Private and Public; All Industries as published by the Australian Bureau of Statistics (ABS) for the preceding 12 month reporting period.

APPENDIX 2 – Casual Hourly Rates (inclusive of Casual Loading and exclusive of Superannuation)

Classification	Hourly Rates from the first full pay period on or after 1/1/2024
Level 1	\$59.30
Level 2	\$61.67
Level 3	\$64.70
Level 4	\$67.00
Level 5	\$67.37
Level 6	\$68.91
Level 7	\$70.04
Level 8	\$73.09

*Rates in this appendix will be subject to the following increases for 2025 and 2026.

- The hourly rate increase effective from the first full pay period on or after 01/01/2025 will be 3% or WPI (whichever is greater). WPI will be from the September quarter 2023 – September quarter 2024.
- The hourly rate increase effective from the first full pay period on or after 01/01/2026 will be 3% or WPI (whichever is greater). WPI will be from the September quarter 2024 – September quarter 2025.

For the purposes of determining the increases as prescribed above, the Wage Price Index (WPI) is measured by the Wage Price Index (6345.0) Table 5b – Total Hourly Rates of Pay Excluding Bonuses; Sector by Industry; Private and Public; All Industries as published by the Australian Bureau of Statistics (ABS) for the preceding 12 month reporting period.

APPENDIX 3 – Sample Rosters

(a) The rosters below are samples only and are subject to alteration in accordance with the notice and/or consultation provisions of this Agreement in clause 12 and/or clause 19 as is applicable.

Regular Ordinary Hours Roster

Employee	Working Day	Roster
Regular Ordinary Hours Roster (9 Day Fortnight)	8.44 hour shift (7.6 Paid ordinary hours + 0.844 RDO Accrual)	5 days worked – 2 days not worked – 4 days worked – 3 days not worked
Regular Ordinary Hours Roster (9.5 hour day)	9.5 hour day	4 days worked per week
Regular Ordinary Hours Roster (1 RDO per month)	8 hour shift (7.6 Paid ordinary hours + 0.4 RDO Accrual)	19 days worked and 1 rostered day off (RDO) per month

APPENDIX 4 – Classifications

Level	Classification	Definition
Level 1	Non-Skilled Labour/ Labourer/Trades Assistant	Assists Tradesperson/s. Carry out unskilled work on a broad range of functions. An Employee at this level will have completed the standard induction, training and have been assessed to be able to competently carry out the basic and semi-skilled work exercising their discretion required for this level, mostly under supervision.
	Entry Level Warehouse Officer	Entry Level Employee performing warehouse duties.
Level 2	Basic Ticketed Prescribed Occupation	An Employee at this level has a Forklift Ticket, Elevated Work Platform Ticket, Bobcat Operator, Loader Operator, Excavator Operator, Dogperson or Basic Ticket Prescribed Occupation (e.g. Basic Rigging or Scaffolding Certificate). Operate all equipment incidental to the work for which they have been assessed as competent. Select equipment and appropriate procedures from known alternatives and take responsibility for the work of their task at hand.
	Warehouse Officer Yard Storeperson	Warehouse or stores duties. Understand and undertake basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults. Has knowledge of Transport and Logistics (Warehousing and Storage) used in the warehouse and distribution operations and have acquired additional knowledge by having satisfactorily previous site based experience. Operate all equipment incidental to the work for which the Employee has been assessed as competent.
	Lagger Insulator	An Employee at this level must be able to work at the level of a Trades Assistant; and <ul style="list-style-type: none"> • Must also have a minimum of 2 years relevant industry experience; and • Experience with multiple insulative products.
Level 3	Intermediate Rigger / Scaffolder	An Employee at this level has a Basic Rigging or Scaffolding ticket, and an Intermediate Rigging or Scaffolding Ticket. The Employee is required to hold the necessary licenses and qualifications to fulfil the functions of the role for which they have been employed. An Employee at this level can also perform the following tasks: <ul style="list-style-type: none"> • plan tasks; • select equipment and appropriate procedures from known alternatives;

		<ul style="list-style-type: none"> • apply skills and knowledge in complex but routine situations where discretion and judgment are involved; and • assist in the provision of on-the-job training. <p>An Employee at this level requires only limited supervision or guidance.</p>
	Crane Operator <=60T	<p>Crane Driver with C6 Ticket and engaged as such, The Employee is required to hold the necessary licenses and qualifications to fulfil the functions of the role for which they have been employed.</p> <p>An Employee at this level can also perform the following tasks:</p> <ul style="list-style-type: none"> • plan tasks; • select equipment and appropriate procedures from known alternatives; • apply skills and knowledge in complex but routine situations where discretion and judgment are involved; and • assist in the provision of on-the-job training. <p>An Employee at this level requires only limited supervision or guidance.</p>
	Cryogenic Insulator	<p>An Employee at this level must be able to work at the level of a Lagger Insulator; and</p> <ul style="list-style-type: none"> • must also have a minimum of 3 years relevant industry experience in LNG; and • experience in acoustic and/or cryogenic insulative products. <p>An Employee in this classification may also perform second class sheet metal scope.</p>
	Painter/Blaster (Non-trade)	<p>An Employee at this level must be able to demonstrate 3 years relevant industry experience in LNG.</p>
Level 4	Intermediate Ticketed Rigger & Scaffolder (Dual)	<p>Licensed and certified to use a minimum of both an Intermediate Scaffolding and Intermediate Rigging tickets (Dual) with one of the tickets to be Advanced.</p> <p>The Employee is required to hold the necessary licenses and qualifications to fulfil the functions of the role for which they have been employed.</p> <p>An Employee at this level will be dual ticketed and will also be required to perform the following tasks:</p> <ul style="list-style-type: none"> • plan tasks; • select equipment and appropriate procedures from known alternatives; • take responsibility for the work of others under their control; • apply skills and knowledge in complex but routine situations where discretion and judgment are involved; and • assist in the provision of on-the-job training. <p>An Employee at this level requires only limited supervision or guidance.</p>
	Crane Operator 61T-<100T	<p>Crane Driver with C1 Ticket to perform such works and engaged as such.</p>

Level 5	Mechanical/Sheet metal/Painter Tradesperson	<p>Recognised Trade Certificate – Qualified Tradesperson</p> <p>The Employee is required to hold the necessary qualifications to fulfil the functions of the role for which they have been employed. E.g. Relevant Trade qualifications/Certificate III.</p> <p>An Employee at this level will:</p> <ul style="list-style-type: none"> • plan assigned tasks; • select equipment and appropriate procedures from known alternatives; • take responsibility for the work of others under their control e.g. Trades Assistants/Labourers; • apply skills and knowledge in complex but routine situations where discretion and judgment are involved; • assist in the provision of on-the-job training; and • carry out self-isolation in accordance with the appropriate competency. <p>An Employee at this level requires only limited supervision or guidance.</p>
	Crane Operator =>100T	Crane Driver with C0 Ticket and engaged as such.
Level 6	Maintenance Technician (Trades)	<p>Recognised Trade Certificate – Qualified Tradesperson with a higher level of experience than level 5, and at least two years' LNG experience. An Employee at this level requires only limited supervision or guidance.</p> <p>The Employee will have acquired a core group of additional plant and/or site based knowledge by having satisfactorily completed training appropriate for this level.</p> <p>An Employee at this level can:</p> <ul style="list-style-type: none"> • apply skills and knowledge in complex but situations where discretion and judgment are involved; • plan tasks, select equipment and appropriate procedures from known alternatives; • co-ordinate work in a team environment or work individually; • take responsibility for assuring the quality of their work and that of others under their supervision; • understand and apply quality control techniques; • exercise good interpersonal and communications skills; • exercise discretion within the scope of this classification level; • perform work which while primarily involving the skills of the Employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task; • inspect products and/or materials for conformity with established operational standards; • assist in the provision of on-the-job training; • on the job coaching and monitoring;

		<ul style="list-style-type: none"> carry out self-isolation in accordance with the appropriate competency. <p>An Employee at this level requires only limited supervision or guidance.</p>
	Advanced Tradesperson	<p>Recognised Trade Certificate – Qualified Tradesperson with high-level of experience and has had two (2) years experience on site as designated by UGL.</p> <p>Carry out self-isolation in accordance with the appropriate competency.</p> <p>This Employee would have successfully completed recognised additional learning accepted as beneficial to the role by UGL including but not limited to specialist skills for turbines, valves, rotating equipment.</p>
	Electrical Tradesperson	<p>Recognised Trade Certificate - Electrical Tradesperson.</p> <p>Must hold valid Electrical license including Cardiopulmonary Resuscitation (CPR)/Low Voltage (LV) certificates.</p> <p>Holds Authorised Electrical Person (AEP) qualification.</p> <p>An Employee at this level can:</p> <ul style="list-style-type: none"> apply skills and knowledge in complex but situations where discretion and judgment are involved; plan tasks, select equipment and appropriate procedures from known alternatives; co-ordinate work in a team environment or work individually; take responsibility for assuring the quality of their work and that of others under their supervision; understand and apply quality control techniques including finding relevant documents within Doc management systems; exercise good interpersonal and communications skills; exercise discretion within the scope of this classification level; perform non-trade tasks incidental to their work eg basic SAP operations to create notifications, close work orders, book out materials; create, locate and review permits and isolation certificates. <p>Carry out self-isolation in accordance with the appropriate competency.</p>
	Coded Welder	Recognised Trade Certificate - Qualified Welder and has successfully passed UGL nominated welding tests.
	Instrumentation Tradesperson	<p>Recognised Trade Certificate – Instrumentation Tradesperson.</p> <p>Carry out self-isolation in accordance with the appropriate competency.</p>
Level 7	Senior Maintenance Technician (Trades)	<p>Recognised Trade Certificate – Qualified Tradesperson with a higher level of experience than level 6, with at least two years' experience on site in the Maintenance Technician role as recognised by UGL.</p> <p>Carry out self-isolation in accordance with the appropriate competency.</p>
	E&I Technician (Dual Trade)	Recognised Dual Trade Certificates – Electrical Tradesperson and Instrumentation Certificate.

		<p>An Employee must hold the following qualifications as a minimum:</p> <ul style="list-style-type: none"> • Working at height; • Electrical Equipment for Hazardous Area (EEHA) competency; • Elevated Work Platform; and • AEP. <p>An Employee at this level can:</p> <ul style="list-style-type: none"> • apply skills and knowledge in complex but situations where discretion and judgment are involved; • plan tasks, select equipment and appropriate procedures from known alternatives; • co-ordinate work in a team environment or work individually; • take responsibility for assuring the quality of their work and that of others under their supervision; • understand and apply quality control techniques including finding relevant documents within Doc management systems; • exercise good interpersonal and communications skills; • exercise discretion within the scope of this classification level; • perform non-trade tasks incidental to their work eg basic SAP operations to create notifications, close work orders, book out materials; • create, locate and review permits and isolation certificates. <p>Carry out self-isolation in accordance with the appropriate competency.</p>
	<p>Mechanical Leading Hand</p>	<p>Recognised Trade Certificate – Qualified Mechanical Tradesperson with high-level of experience as leading hand as designated by UGL.</p> <p>This role is at a higher level of site competency than that for the Maintenance Technician. The Employee is required to hold the necessary licenses and qualifications to fulfil the functions of the role for which they have been employed and be capable of acting in a team leader role.</p> <p>An Employee at this level can:</p> <ul style="list-style-type: none"> • take responsibility for the work of others and provide guidance and assistance to others to ensure performance; • plan tasks, select equipment and appropriate procedures from known alternatives; • take responsibility to assure the quality of their work and that of others under their supervision; • understand and apply quality control techniques; • exercise discretion within the scope of this classification level; • perform work which while primarily involving the skills of the Employee’s trade is incidental or peripheral to the primary task and facilitates the completion of the whole task,

		<ul style="list-style-type: none"> • assist in the provision of on-the-job training; and • assist in running pre start meetings in the event the team leader is not present; and • Carry out self-isolation in accordance with the appropriate competency. <p>An Employee at this level requires only limited supervision or guidance.</p>
Level 8	Electrical Leading Hand	<p>Recognised Trade Certificate – Qualified Electrical Tradesperson with high-level of experience designated by UGL as Leading Hand.</p> <p>This role is at a higher level of site competency than that for the E&I Technician and be acting in a team leader role. The employee is required to hold the necessary licenses and qualifications to fulfil the functions of the role for which they have been employed.</p> <p>An Employee at this level can:</p> <ul style="list-style-type: none"> • take responsibility for the work of others and provide guidance and assistance to others to ensure performance; • plan tasks, select equipment and appropriate procedures from known alternatives; • take responsibility to assure the quality of their work and that of others under their supervision; • understand and apply quality control techniques; • exercise discretion within the scope of this classification level; • be required to be available for call outs when rostered on; • perform work which while primarily involving the skills of the employee’s trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, • assist & lead in the provision of on-the-job training; • assist in running pre start meetings; • carry out self-isolation in accordance with the appropriate competency. <p>An employee at this level requires only limited supervision or guidance.</p> <p>This role is at a higher level of site competency than that for the Senior Maintenance Technician (Trades).</p>
	Senior E&I Technician	<p>Qualified E&I Technician with high-level of experience and at least two years’ experience on site as designated by UGL.</p> <p>An Employee at this level can:</p> <ul style="list-style-type: none"> • Assist in running pre-starts in event team leader is not present; • Mentor Electrical and Instrumentation Technicians and Electrical Tradespeople; • Experienced and competent in development of Procedures “PRT’s” or significant contributor to Management of Change (MOC) Development;

		<ul style="list-style-type: none"> • Intermediate SAP user above level described in previous role; • Highly competent in Permit to Work process (create, review, search, edit); • Holds High Voltage Authorised Electrical Person (HVAEP) qualification; • Demonstrated site experience in minimum four of the following categories; • GE turbines maintenance incl engine changes; • Minimum of four rate reductions as team focal; • Preventative Maintenance and Corrective Maintenance works on Solar Turbines; • Experienced with Human Machine Interface (HMI) interrogation and fault finding; • Extensive Fire & Gas systems knowledge and application; • Quality Measurement Instrumentation (QMI); • Automation control systems; • High Voltage (HV) Complex Switching programs; and • Network experience. <p>Carry out self-isolation in accordance with the appropriate competency.</p>
	Special Class Welder	Recognised Trade Certificate – Certified Special Class AS1796 and as determined by successfully completing UGL nominated weld test and experience.

All decisions relating to classifications are made based on an individual Employees skills and experience as well as operational requirements. Where an Employee disagrees with their classification, the Disputes Resolution Procedure at clause 17 may be followed.

APPENDIX 5 – Tool List Electrician

Electrician		
Tool	Unit	Amount
Insulated Screw driver set (1000 Volt insulated)	set	1
Side cutters (insulated)	ea	1
Combination pliers (insulated)	ea	1
Long nose pliers (insulated)	ea	1
Hack Saw	ea	1
1/2 " Socket Set	set	1
Metric spanners (ring/open end) up to 19 mm	set	1
Multi meter to site standard (periodically tested at UGL cost)	ea	1
Engineers hammer	ea	1
Multi grips	ea	1
Allan keys (metric & imperial set)	set	2
Tape measure (5 m)	ea	1
12" Steel ruler	ea	1
Combination square	ea	1
Stanley knife (retractable blade)	ea	1
Ratchet Crimpers	ea	1
Cable Strippers (up to 6 mm)	ea	1
Tool bag	ea	1

APPENDIX 6 – Tool List Fitter

Fitter		
Tool	Unit	Amount
Screw driver set	set	1
Side cutters	ea	1
Combination pliers	ea	1
Long nose pliers	ea	1
Hack Saw	ea	1
1/2 " Socket Set	set	1
Metric spanners (ring/open end) up to 24 mm	set	1
Engineers hammer (soft head)	ea	1
Multi grips	ea	1
Vice grips	ea	1
Allan keys (metric & imperial set)	set	2
Combination Square	ea	1
Tape measure (5 m)	ea	1
12" Steel ruler	ea	1
Stanley knife (retractable blade)	ea	1
Circlip pliers (inside and outside)	ea	2
Feeler gauges	set	1
Cold chisel	ea	1
Pin Punches	set	1
Podgy bar	ea	2
Flat File	ea	1
Half Round File	ea	1
Tool bag	ea	1

APPENDIX 7 – Tool List Boilermaker

Boilermaker		
Tool	Unit	Amount
Screw driver set	set	1
Side cutters	ea	1
Combination pliers	ea	1
Hack Saw	ea	1
Welding Helmet (site suitable)	ea	1
Wire brush	ea	1
Chipping hammer	ea	1
Combination square	ea	1
Engineers hammer (soft head)	ea	1
Vice grips	ea	2
Multi Grips	set	2
Tape measure (8 m)	ea	1
12" Steel ruler	ea	1
Stanley knife (retractable blade)	ea	1
Cold chisel	ea	1
Pin Punch	set	1
Flat File	ea	1
Round File	ea	1
Podgy bar	ea	2
Tool bag	ea	1

APPENDIX 8 – Minimum Wages for Full-Time Traineeships

(a) Wage Level A

Subject to paragraph (f) of this Appendix, the minimum wages for a Trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A will be the percentage amount applicable to Classification Level 5 in Appendix 4 of this Agreement. Wage increases will occur in line with the wage increase as specified in Appendix 4.

Experience Level – School Leaver	On Completion of Year 12 (Percentage)	On Completion of Year 12 – 2024 rate
Plus 1 year out of school	44%	\$24.03
Plus 2 years out of school	51%	\$27.86
Plus 3 years out of school	59%	\$32.23

(b) Wage Level B

Subject to paragraph (f) of this Appendix, the minimum wages for a Trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B will be the percentage amount applicable to Classification Level 4 in Appendix 4 of this Agreement.

Experience Level – School Leaver	On Completion of Year 12 (Percentage)	On Completion of Year 12 – 2024 rate
Plus 1 year out of school	43%	\$23.36
Plus 2 years out of school	50%	\$27.16
Plus 3 years out of school	57%	\$30.96

(c) Wage Level C

Subject to paragraph (f) of this Appendix, the minimum wages for a Trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C will be the percentage amount applicable to Classification Level 3 in Appendix of this Agreement.

Experience Level – School Leaver	On Completion of Year 12 (Percentage)	On Completion of Year 12 – 2024 rate
Plus 1 year out of school	41%	\$21.51
Plus 2 years out of school	47%	\$24.66
Plus 3 years out of school	58%	\$30.43

(d) AQF Certificate Level IV traineeships

(i) Subject to paragraph (f) of this Appendix, the minimum wages for a Trainee undertaking a full-time AQF

Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

- (ii) Subject to paragraph (f) of this Appendix, the minimum wages for an adult Trainee undertaking a full-time AQF Certificate Level IV traineeship are in accordance with the Award, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship.

(e) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage at paragraphs (a)–(d) of this Appendix by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage at paragraphs (a)–(d) of this Appendix applies to each ordinary hour worked by the Trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage at paragraphs (a)–(d) of this Appendix minus 20% applies to each ordinary hour worked by the Trainee.

(f) Other minimum wage provisions

- (i) An Employee who was employed by an Employer immediately prior to becoming a Trainee with that Employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a Trainee. Casual loadings will be disregarded when determining whether the Employee has suffered a reduction in their minimum wage.
- (ii) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the Trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

(g) Default wage rate

- (i) The minimum wage for a Trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by this Appendix is the relevant minimum wage under this Appendix for a Trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

(h) Employment conditions

- (i) A Trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- (ii) Time spent by a Trainee, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the Employer for the purposes of calculating the Trainee's wages and determining the Trainee's employment conditions.

Note: The time to be included for the purpose of calculating the wages for part-time Trainees whose approved training is fully off-the-job is determined by paragraph (e)(ii) of this Appendix and not by this paragraph.

- (iii) All other terms and conditions of this Agreement apply to a Trainee unless specifically varied by this Appendix.

APPENDIX 9 – Rope Access Allowance

Where an Employee is directed by the Company to perform rope access work, the Employee will be paid the following flat hourly allowance for each hour undertaking rope access work:

IRATA Level 1	\$5.00
IRATA Level 2	\$6.00
IRATA Level 3	\$7.00

APPENDIX 10 – Site Allowance

Classification	From the first full pay period on or after 1 January 2024	From the first full pay period on or after 1 January 2025	From the first full pay period on or after 1 January 2026
Level 1	\$33.66	\$34.67	\$35.71
Level 2	\$35.00	\$36.05	\$37.13
Level 3	\$36.72	\$37.82	\$38.96
Level 4	\$38.02	\$39.16	\$40.34
Level 5	\$38.24	\$39.38	\$40.56
Level 6	\$39.11	\$40.28	\$41.49
Level 7	\$39.75	\$40.95	\$42.18
Level 8	\$41.49	\$42.73	\$44.01