Constructing our future together

13th January 2025

Scott Boyce
27 McLeod St
Highland Park QLD 4211

Dear Scott

**OFFER OF EMPLOYMENT**

Welcome to CPB Contractors Pty Ltd (**Company**), an operating company within the CIMIC Group. Congratulations on receiving an offer of employment with us.

Accompanying this letter, please find your contract of employment with the Company. Your contract of employment consists of this letter of offer, the General Terms and Conditions, the Employment Schedule and any project specific terms and conditions issued to you (**Contract**).

At CIMIC Group, we live and work by our principles of:

- **Integrity**: being respectful and honest with ourselves, our colleagues, our clients, our suppliers and shareholders;
- **Accountability**: committing to what we are responsible for;
- **Innovation**: continually adapting and evolving for the future; and
- **Delivery**: our ability to deliver drives our reputation and credibility.

Underpinning these principles is the **safety** of our people. Ensuring our people return safely to their families is the most important thing we do each day.

At CIMIC Group, our people need to demonstrate these qualities and display them in our interactions with colleagues and with people external to the company.

They should define our actions as we seek to achieve our mission of generating sustainable returns for our shareholders by delivering projects for our clients while providing safe, rewarding and fulfilling careers for our people.

To accept this offer, please click the “accept” button in your offer window by 17th January 2025. This electronic offer and your acceptance of these terms of employment will be taken as an agreement between you and the Company.

Once again, congratulations on receiving this offer of employment. We wish you every success in your new role and look forward to working with you.

Yours sincerely,

**Mark Faulkner**
Project Manager
RAAF Curtin & Learmonth Project

# GENERAL TERMS AND CONDITIONS

## 1 Position and duties

1.1 You are appointed by the Company to the position specified in the Employment Schedule.

1.2 You will be employed as a Full-time employee by the Company to perform a specified task being the position described in the Employment Schedule while the Company requires you to perform that position as part of its scope of work for the RAAF Curtin & Learmonth ("RCL") Project (**Specified Task**). Your employment will end when the Specified Task ends on the project.

1.3 You may be required to work shift work and to move between shift work and day work as directed; and to work overtime, weekends and public holidays so as to meet the operational requirements of the Company as reasonably necessary. Your roster arrangements on commencement of your employment contemplate the performance of working public holidays. This constitutes a request to work public holidays. You have a right to refuse such a request. However, you must notify your supervisor of your refusal and the circumstances relate to such a refusal. This will then be considered by the Company and a response provided. If you attend for work as requested on a public holiday, you will be deemed to have agreed to the Company's request to work a public holiday.

1.4 You will perform the duties associated with your position, as assigned to you from time to time, as well as any other duties reasonably required by the Company, which you are capable of performing. You will perform these duties:

(1) by acting always in the best interests of the Company and its related bodies corporate as defined in the *Corporations Act 2001* (Cth) (**Group**);

(2) with all due care and skill, and to the best of your knowledge and abilities;

(3) by co-operating with and carrying out all lawful orders and directions of the Company (which may include a direction to comply with day-to-day management of your work by another CIMIC Group entity where the Company has directed you to work under the day-to-day directions of that entity (without any change in your employer)) and at all times acting faithfully, honestly and diligently, and so as not to compromise the Company's trust and confidence in you;

(4) by carrying out such duties (including duties of an alternative position) that are within the limits of your skill, competence and training as determined by the Company, and carrying out work that you may not normally perform so as to satisfy the Company's requirements and/or to overcome other operational problems, provided that the Company determines that you have the required skills to perform the relevant work;

(5) by behaving with courtesy and respect for other employees, and not engaging in conduct that may bully, intimidate, harass or otherwise offend against discrimination and other laws protecting employees' welfare in the workplace;

(6) by complying with all relevant Federal and State occupational health and safety laws to provide a safe and healthy workplace for yourself, fellow employees and visitors of the Company;

(7) by not using your position for an improper purpose; and

(8) by acting always within the levels of authority delegated by the Company.

1.5 You will comply with all reasonable and lawful directions of the Company, which may include performing the duties under this Contract for another member of the CIMIC Group which may give day-to-day directions (without any change in your employer) or being transferred to another position within the Company. References in this Contract to "supervisor" or "manager", where context requires, include a supervisor or manager employed by another CIMIC Group entity where the Company has directed you to work under the day-to-day directions of that entity (without any

change in your employer). However, any decisions affecting the ongoing employment relationship will only be made by the Company and its authorised representatives, and employment entitlements will be managed and provided or through by the Company and its authorised representatives.

1.6 Despite any change to your position or duties under this clause, the remaining terms and conditions of this Contract of employment will continue to apply unless you are notified otherwise.

## 2 Term

2.1 Your employment with the Company will commence on the date specified in the Employment Schedule or another date as notified by the Company.

2.2 The anticipated end date for the Specified Task and your employment is specified in the Employment Schedule (**End Date**). The End Date may be varied based on the progress of the Specified Task.

2.3 Subject to the terms of this Contract, you will be employed by the Company for the duration of your Specified Task only. Your employment will terminate on completion of the Specified Task, whether earlier or later than the End Date. The Company will endeavour to provide notice of the anticipated completion of your Specified Task where this is expected to differ from the End Date. The Specified Task that you are performing may be the same as a task being performed by another employee but your End Date may differ depending on the programming and allocation of work for the Specified Task.

2.4 In accepting this Contract, you acknowledge that the term of the engagement under this Contract will come to an end on completion of the Specified Task and that there is no expectation of continuing employment beyond the completion of the Specified Task.

2.5 If your employment ends on completion of the Specified Task, you will not be entitled to notice, redundancy, severance or like payments. You will only be entitled to payment for work performed up to the End Date and any accrued but untaken annual leave.

2.6 The cessation of your employment Contract may entitle you to redundancy payments from your relevant fund to which we have contributed on your behalf. If this is applicable you should direct any enquiries towards your fund manager.

## 3 Pre-employment medical

3.1 This offer of employment is subject to you successfully completing a pre-employment medical examination, which will include a drug and alcohol test.

## 4 Probationary period

4.1 Your employment is subject to an initial probationary period as detailed in the Employment Schedule. The Company may terminate your employment without notice for any reason during this period on payment of one week’s wages.

## 5 Location

5.1 The work location detailed in the Employment Schedule will be your usual place of work on commencement of your employment.

5.2 As the Company is a project-based organisation, you are expected to be flexible in relation to your work location. You may be required to work on different parts or packages of the project or works to which you are assigned, to travel between locations, or relocate to other locations on a temporary or permanent basis, as part of your work. Work-related travel may need to occur outside normal business hours.

## 6 Hours of work

6.1 As a full-time employee, you will work an average of 38 hours per week or as provided for by the Enterprise Agreement, plus reasonable additional hours.

6.2 Your ordinary rostered hours of work may be worked on any day of the week in accordance with the Enterprise Agreement and the Company's operational requirements.

6.3 The Company reserves the rights to vary your hours of work, including shift arrangements, in accordance with the Enterprise Agreement.

## 7 Warranties and conditions of appointment

7.1 You warrant that:

(1) any representations that you have made to the Company in relation to your experience, qualifications, licences and/or tickets, credentials and academic qualifications (including those contained in your curriculum vitae and job application) are accurate;

(2) on request you will produce to the Company appropriate evidence of your experience, qualifications, licenses and/or tickets, credentials and academic qualifications, and Australian residency;

(3) you are not subject to any restrictions on your ability to take up employment with the Company or perform the duties referred to in the position and duties clause (including any restrictions under a contract with a third party); and

(4) you are legally able to reside and work in Australia and have proof that is the case.

7.2 Your ongoing employment under the Contract of employment is conditional upon you:

(1) being able to legally reside and work in Australia at all times;

(2) continuing to comply with any visa obligations (if any);

(3) at all times maintaining current licences, certificates and qualifications required to perform your duties, which must be produced to the Company on request;

(4) promptly disclosing to the Company any interests you hold, or obligations you owe, to any third party that might, in the opinion of the Company, have the potential to conflict with the Company's or the CIMIC Group's interests;

(5) promptly notifying the Company if you are found guilty by a court of a criminal offence at any time during your employment which may, in the reasonable opinion of the Company, affect your ability to perform the inherent requirements of your position;

(6) being fully vaccinated (as determined by the Company) against COVID-19 and other diseases and providing proof of your vaccination to the satisfaction of the Company, which are both inherent requirements of your position. Being fully vaccinated may include booster injections;

(7) complying with any health management plans required of you, as specified by the Company. You will be responsible for maintaining and providing evidence in line with your health management plan; and

(8) at all times remaining medically fit to carry out the inherent requirements of your position.

7.3 If you do not comply with the conditions referred to above at any time during your employment, you must notify the Company immediately.

7.4 You may be required to undertake and successfully complete the Company's verification of competency units specific to your position. Should you fail to successfully complete all units of competency, the employment offer with the Company may be withdrawn.

## 8 Pay

8.1 Upon commencement of your employment your Hourly Base Rate of Pay will be as described in the Employment Schedule.

8.2 You will be paid weekly in arrears, into your nominated bank account, or as provided for in the Enterprise Agreement.

8.3 Where any above Enterprise Agreement payments are made to you (for example, by an “all-in” rate) they shall be received by you in satisfaction of any/or all entitlements and allowances which might otherwise apply to you under the Enterprise Agreement. Provided that the total payments made to you are not less than you would have received under the Enterprise Agreement for those entitlements.

8.4 Any error or miscalculation resulting in overpayment made to you will be recoverable by the Company from you by way of deduction from your subsequent remuneration payments, and/or from termination payments. Your acceptance of this offer is your written authorisation for such deduction.

8.5 Your remuneration and any other benefits you receive from the Company under this Contract are intended to comply with the requirements of any Industrial Laws.

8.6 Unless otherwise specified in this Contract, nothing in this clause or in this Contract should be taken to infer that any Industrial Laws have been incorporated into this Contract as a contractual term.

8.7 Your remuneration and any other benefits you receive from the Company under this Contract of employment are paid in full satisfaction of all payments, benefits and entitlements that the Company is legally obliged to provide under the applicable Industrial Laws, including but not limited to:

(1) any minimum wages;

(2) allowances;

(3) overtime and penalty rates;

(4) weekend, public holiday and shift loadings;

(5) annual leave loading; and

(6) any other benefit or entitlement.

8.8 You will not receive payment of special rates or allowances for work performed at a particular time or under particular conditions, except as expressly provided for in this Contract of employment. To the extent permitted by law, if a claim is made for any payment condition or entitlement under any applicable Industrial Laws (including but not limited to any enterprise agreement or modern award) the Company may set it off against any payment made to you in excess of the Industrial Laws, including your remuneration and any other benefits provided for under this Contract of employment.

8.9 If Industrial Laws change to introduce any further payment or entitlement, your remuneration and any other benefits that you receive (or any part of them) may be absorbed into your remuneration and other benefits to the maximum extent permitted by law so that they do not increase.

## 9 Superannuation

9.1 The Company will make superannuation contributions on your behalf in accordance with applicable federal superannuation legislation:

(1) at no less than the minimum level required to avoid the imposition of a superannuation guarantee charge; and

(2) to a complying fund of your choosing, or the Company's default fund if you do not make a choice within 7 days of commencing employment.

## 10 Leave

10.1 If you are a full-time employee (or pro-rated for part-time where applicable) you are entitled to:

(1) a minimum of four weeks of annual leave each year of employment;

(2) ten days per year of personal (sick) leave;

(3) long service leave in accordance with statute; and

(4) any other leave as provided in the enterprise agreement, the Company policy or the National Employment Standards.

10.2 Where an annual leave loading is applicable, the loading is paid due to your loss of opportunity to work overtime during the period of annual leave and therefore no superannuation will be payable on this amount.

## 11 Work clothing

11.1 You will be provided with protective clothing as necessary for the safe performance of your work. You will be required to wear the supplied protective clothing and boots whilst at work. Unauthorised material such as stickers or logos must not be attached or displayed on protective clothing. Further details on the provision of clothing may be specified in the Enterprise Agreement.

## 12 Company Property

12.1 On request by the Company or on termination of your employment, you will immediately return to the Company any property of the Company or any other CIMIC Group company (including but not limited to Confidential Information and intellectual property (as defined in the Confidential Information clause), documents, mobile phones, computers, any vehicles, keys and access cards) which is in your possession, power or control.

12.2 If any of the property is in the form of videotape, computer information, software or similar media, the Company may require you to delete or erase this information so that it cannot be retrieved and verify this to the Company' reasonable satisfaction.

12.3 You will take all reasonable steps to:

(1) maintain the property in good working order; and

(2) ensure the security of, and protect, all property which is in your possession, power or control.

## 13 Termination

13.1 You are employed on a Specified Task basis. Your employment will automatically terminate on the completion of the Specified Task (as determined by the Company) without further notice or obligation to you. Where the End Date will be other than as indicated in this Contract, the Company will endeavour to provide notice of any amended date based on progress.

13.2 Subject to clause 4, the Company may terminate your employment by giving notice or payment in lieu of notice, in accordance with the minimum requirements set out in the Enterprise Agreement or the *Fair Work Act 2009* (Cth), at any time before the End Date if:

(1) you engage in any conduct in breach of the terms of this Contract;

(2) you fail to perform your duties in a professional manner to the standard required by the Company;

(3) you engage in any act or acts of misconduct;

(4) the Company is required to remove you from the project or site by any third party responsible for the operation of the project or site; or

(5) your access to site and/or accommodation be revoked for any reason including, but not limited to, unacceptable behaviour towards service providers (security guards, cleaners, cooks, flight staff, bus drivers etc) or a breach of accommodation rules).

13.3 You may terminate your employment by providing the Company with written notice of termination, equal to the applicable notice period set out in the Enterprise Agreement or the *Fair Work Act 2009* (Cth), whichever is applicable.

13.4 During the notice period, the Company may:

(1) require you to work for part or all of the notice period; or

(2) pay you an amount in lieu of any unworked portion of the notice period; or

(3) not require you to attend work for the whole or part of the notice period, in which case you are to remain available to work as directed, and you are not to take up alternative employment without the Company's written consent.

13.5 Without limiting any rights, the Company may have at common law, the Company may also terminate your employment at any time without notice, or payment in lieu of notice, if you:

(1) are involved in serious misconduct (including without limitation dishonesty, theft, fraud or assault);

(2) breach any material provision of this contract of employment including in relation to your duties, or dealing with confidential information;

(3) are repeatedly absent from work without proper explanation by you or the consent of the Company, either before or after the absence;

(4) refuse to obey or comply with a reasonable and lawful direction of the Company;

(5) engage in any conduct which in the Company's reasonable opinion could cause material damage to the profitability, viability, reputation or business interests of any CIMIC Group the company;

(6) are found to have materially breached any the Company policies relating to the Company's or the CIMIC Group's business;

(7) are intoxicated or under the influence of alcohol or illegal drugs while at work; or

(8) are charged with any criminal or indictable offence which in the Company's reasonable opinion may bring it, or any other CIMIC Group the company, into disrepute.

## 14 Restrictions during your employment

14.1 To protect the legitimate interests of the Company and the CIMIC Group, during your employment you will not, without the Company's prior written consent, engage in any other employment or provide any paid services to anyone other than the Company. The Company's consent will not be unreasonably withheld and may be withdrawn at any time on written notice to you, in which case you will be required to provide evidence that you have complied with the Company's withdrawal of consent.

## 15 Confidential information

15.1 Confidential information means information about the Company or any CIMIC Group company or any of their businesses (including any idea, concept, process or know how), which comes to your notice during your employment or is generated by you in the course of performing your duties which is of a confidential character. This includes, but is not limited to:

(1) trade secrets and intellectual property of the Company or the CIMIC Group;

(2) information regarding project bids or tenders of the Company or the CIMIC Group that is commercially sensitive;

(3) any agreements, arrangements or terms of trade with a client, or actual or prospective suppliers, joint venture partners, financiers or investors; and

(4) any discussion, negotiation or agreement between the Company and you regarding your performance, or the termination of your employment.

Confidential Information does not include information that:

(1) is publicly available at the effective date;

(2) becomes publicly available during or after your employment without breach of any obligation of confidence by you; or

(3) you are obliged by law to disclose.

15.2 Your obligations during employment

(1) You may obtain Confidential Information during your employment, the disclosure of which could materially harm the Company or the CIMIC Group. Without limiting any common law duty of fidelity owed by you, you will not use or disclose Confidential Information during your employment unless the use or disclosure is:

(a) required by law;

(b) made as part of the proper performance of your duties; or

(c) agreed by the Company.

(2) This clause does not prevent you from disclosing information:

(a) about your remuneration; or

(b) about the Contract of employment to obtain professional, financial, accounting, immigration or legal advice or services (e.g., home loan applications) to the extent you need to do so.

15.3 After your employment ends, and without limiting your general law obligations, you will not disclose Confidential Information unless the disclosure is:

(1) required by law; or

(2) agreed in writing by the Company.

15.4 Preventing disclosure

You will take all reasonable and necessary precautions to maintain the secrecy and prevent disclosure of Confidential Information.

## 16 Company policies

16.1 You will familiarise yourself, and comply, with any applicable policies, procedures, guidelines or business standards, including (but not limited to) any applicable Code of Conduct, issued by the Company (including procedures, guidelines or business standards of another entity within the CIMIC Group that are adopted by the Company to apply) and amended from time to time. The Company has adopted and requires you to familiarise yourself, and comply, with policies, procedures, guidelines and business standards of the Company available at the site or project and can be accessed on the Company's intranet. Your acceptance of this offer will be taken as your acknowledgement that you will familiarise yourself and remain familiar with these rules and policies as amended from time to time.

16.2 If you are working on or at a site or project, you are bound by, and must comply with, any policies or procedures issued or adopted which may apply on that site or project in relation to your position (including any site or project specific policies and the policies of the Company's or head contractor's clients or joint venture partners). The Company, the Group, clients and joint venture partners may, at their discretion, vary or withdraw existing policies and procedures and may introduce new policies and procedures with which you are required to comply when working at the site of project.

16.3 The terms of any such policies and procedures (including the Company and Group policies), Codes of Conduct etc. do not form part of the Contract of employment, however the requirement that you comply with them constitutes a lawful direction.

16.4 To the extent that such policies and procedures, Codes of Conduct etc. refer to obligations on the Company, you agree that they are not contractual terms, conditions or representations on which you may rely.

## 17 Workplace surveillance and security

17.1 Camera surveillance

The CIMIC Group uses video surveillance equipment in strategically located internal and external areas of the workplace to monitor movements. Cameras will operate continuously and surveillance will be ongoing.

17.2 GPS devices

The CIMIC Group uses GPS devices placed on vehicles, plant and machinery to monitor the whereabouts of such assets. It is a breach of this Contract of employment for an employee to tamper in any way with a GPS device.

17.3 Computer and network surveillance

The CIMIC Group monitors computer and network use by employees on an ongoing and regular basis to ensure compliance with relevant laws and the Company policies. The CIMIC Group may at any time access, monitor and record any communication or information developed, used, received, stored or transmitted by you and to you using the CIMIC Group's resources. Filtering systems are installed in the CIMIC Group's network which restrict the flow of certain types of material, including emails and viruses, in and out of the network. Accordingly, some email traffic may be blocked.

17.4 Bag and other security searches

To ensure the security of the Company's sites, you hereby authorise the Company to conduct searches from time to time of any bag or other item belonging to you and/or your motor vehicle when entering or leaving the work site, and of your locker. Unauthorised possession of Company property may lead to your summary dismissal.

17.5 Consent

To the extent necessary, your acceptance of this offer is your consent to the surveillance and security advised in this workplace surveillance and security clause, including if applicable the shortening of required notice to you if your employment commences less than 14 days after this offer is made. You further consent to additional or revised surveillance and security measures as determined by the Company to be necessary in the future.

## 18 Workplace health and safety and training

18.1 Consistent with the Company's workplace health and safety obligations, you will undergo any medical examinations and/or tests (including drug and alcohol tests) prior to and during your employment that the Company reasonably determines may be necessary to assess your ability to perform the inherent requirements of your position or potential future positions. The Company will bear the cost of any such medical examinations and/or tests. It is a condition of your employment that you remain medically fit to carry out the inherent requirements of the position at all times.

18.2 You expressly consent to the medical practitioner releasing to the Company any opinion, report or the results of any tests conducted in accordance with the pre-employment medical clause.

18.3 You are required to successfully complete any site and safety induction courses, as well as any specific training (which may relate to safety or other matters), required by the Company or the Group. Certain courses and training may need to be undertaken prior to the commencement of your employment under the contract of employment.

18.4 The Company requires you to comply with the occupational health and safety system (OHS System) issued and amended from time to time by the Company. You agree that you will at all times comply with the OHS System as applicable to you.

18.5 Where required, you are to wear appropriate and adequate clothing, footwear and other personal protective equipment to suit the nature of the work you perform and the location at which you perform work. You are required to be diligent in the care and maintenance of such equipment.

18.6 You agree to submit to periodic and/or random blood, saliva and urine testing as required by the Company to test for the presence of illicit drugs or alcohol in your body. You expressly authorise the release to the Company of the results of such tests where they are conducted on behalf of the Company. The taking of any prescription drug or illicit drug or the consumption of alcohol, whether or not consumed at the workplace or elsewhere, and which adversely affects your capacity to properly and safely undertake your duties, or the possession of alcohol and/or illicit drugs, will result in you being refused entry to or to be removed from the workplace immediately as the case requires. In such circumstances your removal from the workplace or a refusal to allow you to enter the workplace will be regarded as disciplinary action. Having alcohol or illicit drugs in your possession or control at the workplace will be regarded as serious and wilful misconduct and will result in disciplinary action, including summary termination of employment.

18.7 You are required to inform your supervisor or manager before commencing work of any prescription or over-the-counter medication you are taking which may affect your capacity to work safely. It is your responsibility to take medical advice as to the affects of taking any prescription or over-the-counter medication, particularly when you are taking combinations of such medications.

## 19 Personal information

19.1 Any personal information (including information about your vaccination status) collected by the Company in the process of your application for employment and during employment (**Personal Information**) is collected for the purposes of, and in connection with, employment-related matters including for the purpose of complying with obligations under work health and safety laws, to ensure the provision of a safe workplace and to ensure that its employees comply with all applicable laws.

19.2 For the purposes of employment-related matters and in accordance with the CIMIC Group Privacy Policy, you agree that the Company may collect, hold, use and disclose your Personal Information (and in some cases, we may engage third parties to host personal information or data on our behalf), including but not limited to payroll records and health information for the purposes outlined in the clause 19.1, including when and if required in the Company's discretion, the disclosure of your Personal Information to other Group Companies, Clients, Clients' agents and other third parties, located locally or overseas.

## 20 Suspension from duties

20.1 The Company may withdraw you from any site at which you have been allocated to work and/or suspend your employment to allow for an investigation of relevant facts and circumstances if a Company representative believes on reasonable grounds (including where the Company has been informed of those grounds by a representative of another Group company you have been directed to perform work for) that:

(1) you have, or may have, committed a serious breach of this Contract of employment, the Enterprise Agreement, or any other requirement of your employment (including the requirement to comply with site or project standards of behaviour and safety); and

(2) your suspension is in the best interests of the Company.

20.2 During the investigation suspension you will be paid your Hourly Base Rate of Pay.

## 21 Public comment

21.1 You are not to comment publicly in any news, social or any other media about the Company or the Group or its operations or its employees. You may be subject to disciplinary action, including termination of employment, if you comment to any medium on any aspect of the Company's business, whether or not it involves confidential or commercially sensitive information about the business.

## 22 Set Off

22.1 Any remuneration or benefit which you receive from the Company that exceeds an entitlement under the Industrial Laws can be set off against a claim for payment of another entitlement as follows:

(a) wages, and to the extent the amount paid to you is in excess of your entitlements;

(b) allowances, and to the extent the amount paid to you is in excess of your entitlements;

(c) overtime and penalty rates, and to the extent the amount paid to you is in excess of your entitlements;

(d) weekend, public holiday and shift loadings, and to the extent the amount paid to you is in excess of your entitlements;

(e) annual leave loading, and to the extent the amount paid to you is in excess of your entitlements; or

(f) any other benefit of entitlement.

22.2 Set off of payments against a claim for an entitlement under an Industrial Law can continue after your employment is terminated.

22.3 Any remuneration which you receive from the Company for any day, week or month which is in excess of your entitlements under any of the Industrial Laws, is in satisfaction of any entitlement for any other days, weeks or months in the same calendar year in respect of which the remuneration may be less than your entitlements under any of the Industrial Laws, and may be set off against any or all such entitlements.

22.4 For the purposes of this Contact of employment, Industrial Laws means any employment legislation or employment instrument that covers or applies to your Employment or is deemed to cover or apply to your employment including:

(a) the *Fair Work Act 2009* (Cth) and/or any other applicable State or Federal legislation or subordinate law;

(b) any modern award, as defined by the *Fair Work Act 2009* (Cth);

(c) any enterprise based statutory agreements; or

(d) any other industrial instrument (including the Enterprise Agreement).

22.5 For the avoidance of doubt, nothing in this Contract of employment should be taken to infer that any Industrial Laws have been incorporated into this Contract of employment as a contractual term.

## 23 General

23.1 The Enterprise Agreement specified in the Employment Schedule applies to your employment but does not form part of your Contract of employment.

23.2 If any provision of the Contract of employment is unenforceable, illegal or void, or inconsistent with statute or the Enterprise Agreement, that provision is severed and the other provisions of the Contract of employment remain in force.

23.3 The Contract of employment is governed by the law in force in the State or Territory in which you usually perform your duties.

23.4 The parties submit to the non-exclusive jurisdiction of the courts of the State or Territory in which you usually perform your duties or any competent Federal Court exercising jurisdiction in that State or Territory. Any dispute between you and the Company must be determined in accordance with the law and practice applicable in those courts.

23.5 The Company may vary any term or condition of your employment as set out in or related to this Contract but only by written notice to you.

23.6 Except as otherwise provided for in the Contract of employment, this contract:

(1) contains the entire agreement and understanding between you and the Company on everything connected with the subject matter of the Contract of employment; and

(2) supersedes any prior agreement or understanding on anything connected with that subject matter.

23.7 You and the Company have entered into this Contract of employment without relying on any representation by the other party or any person purporting to represent that party.

23.8 No other terms are to be implied into the Contract of employment which would have the effect of adding to, diminishing, deleting or varying the terms and conditions set out in the Contract of employment.

23.9 You acknowledge that you have entered into this Contract of employment without duress, and after having had the opportunity to take independent expert advice on its terms and their effect.

23.10 You are to advise of any change of home address within 7 days of such change.

## EMPLOYMENT SCHEDULE

Set out below are some key details of your employment, including your remuneration and benefits. This schedule is part of your contract of employment.

| | |
|---|---|
| Employer | CPB Contractors Pty Ltd |
| Employee | Scott Boyce |
| Position | Serviceperson |
| Type of appointment e.g. full-time | Full-time |
| Indicative Commencement Date | 24th January 2025<br>Subject to flight availability and all pre-mobilisation pre-requisites being met - such as, but not limited to medical clearance, Inductions, client site access etc. |
| Project | CPB AU RAAF Curtin & Learmonth Project |
| End Date | Your employment will end when the Specified Task ends on the project. |
| Work Location | RAAF Curtin & Learmonth |
| Point of Hire | Brisbane, QLD |
| Manager's name | Jason Hooper |
| Manager's title | Superintendent |
| Enterprise Agreement | CPB Western Region Enterprise Agreement 2023<br>You can find the enterprise agreement on https://www.fwc.gov.au |
| Probationary Period | 6 months |
| Classification level | Serviceperson |
| Hourly Base Rate of Pay | $48.37 |
| Site Allowance | $4.50 per hour |
| Tool Allowance | $0.53 per hour |
| Severance | 1.75 hours x Base p/week for each week of completed service (not paid on periods of unpaid leave) |
| Project Incentive Payment (PIP) | $150.00 per week of completed service |
| Superannuation | As per ATO guidelines |
| HR contact point | HR_admin.RCL@cpbcon.com.au |

## NEW STARTER CHECKLIST

| **ONBOARDING CHECKLIST** – Please action all of the following onboarding tasks via Oracle HCM (a password reset email will be sent to you prior to your start date to access this website). If you are having any difficulties accessing this website, please contact your Recruiter. | |
|---|---|
| **1. Add Banking Information**<br>*(Please complete details online following acceptance of offer)* | ☐ |
| **2. Authority to test Alcohol and Substance Abuse**<br>*(Please complete details online following acceptance of offer)* | ☐ |
| **3. Complete Contact Information**<br>*(Please complete details online following acceptance of offer)* | ☐ |
| **4. Complete Emergency Contact Information**<br>*(Please complete details online following acceptance of offer)* | ☐ |
| **5. Complete Onboarding Employee**<br>*(Please complete details online following acceptance of offer)* | ☐ |
| **6. Choice of Superannuation Fund Standard**<br>*(Please complete details online following acceptance of offer)*<br>*If you nominate a fund other than the default fund ensure you:*<br>• *Complete the online form via Oracle HCM. Please ensure that you upload any required documentation as noted on the online form prior to your first day of employment*<br>*If you do not nominate an alternate superannuation fund and provide all relevant information prior to your first day, you will be allocated to the default [CBUS]* | ☐ |
| **7. Tax File Declaration**<br>*(Please complete details online following acceptance of offer)* | ☐ |
| **8. Data and Documents supplied back to CIMIC**<br>*(Please complete details online following acceptance of offer)*<br>Please upload any documents requested by your Recruiter via this online onboarding task | ☐ |

| **ADDITIONAL INFORMATION -** Read Only | |
|---|---|
| **1. Fair Work Information Statement** | ☐ |
| **2. Drugs and Alcohol in the Workplace** | ☐ |
| **3. IT and Communications Technology Usage** | ☐ |
| **4. Workplace Behaviour Procedure** | ☐ |
| **5. Diversity & Inclusion Policy** | ☐ |
| **6. Group Code of Conduct** | ☐ |
| **7. Whistleblower Policy** | ☐ |
| **8. Social Media Policy** | ☐ |
| **9. Family and Domestic Violence Policy** | ☐ |