



# DECISION

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

**UGL Engineering Pty Ltd**  
(AG2022/936)

## UGL WESTERN REGION ENTERPRISE AGREEMENT 2022

Building, metal and civil construction industries

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 13 APRIL 2022

*Application for approval of the UGL Western Region Enterprise Agreement 2022*

[1] An application has been made by UGL Engineering Pty Ltd pursuant to s.185 of the *Fair Work Act 2009* for approval of a single enterprise agreement known as the *UGL Western Region Enterprise Agreement 2022* (the Agreement).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 April 2022. The nominal expiry date of the Agreement is 13 April 2026.



DEPUTY PRESIDENT

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**UGL WESTERN REGION**  
**ENTERPRISE AGREEMENT**

**2022**

## Contents

<b>1. TITLE.....</b>	<b>4</b>
<b>2. PARTIES TO AGREEMENT .....</b>	<b>4</b>
<b>3. OBJECTIVES OF AGREEMENT.....</b>	<b>4</b>
<b>4. TERMS OF AGREEMENT .....</b>	<b>4</b>
<b>5. NO EXTRA CLAIMS.....</b>	<b>4</b>
<b>6. DEFINITIONS .....</b>	<b>5</b>
<b>7. DUTIES AND RESPONSIBILITIES .....</b>	<b>5</b>
<b>8. CONSULTATION.....</b>	<b>6</b>
<b>9. INDIVIDUAL FLEXIBILITY AND PROJECT ARRANGEMENTS .....</b>	<b>8</b>
<b>10. DISPUTE RESOLUTION PROCEDURE.....</b>	<b>9</b>
<b>11. PROCEDURE FOR RESOLVING SAFETY CONCERNS .....</b>	<b>10</b>
<b>12. SAFETY AND PROTECTIVE EQUIPMENT .....</b>	<b>11</b>
<b>13. CONTRACT OF SERVICE .....</b>	<b>11</b>
<b>14. RATES OF PAY &amp; PAYMENT OF WAGES.....</b>	<b>13</b>
<b>15. SUPERANNUATION.....</b>	<b>13</b>
<b>16. MARKET FLEXIBILITY AND SITE TERMS.....</b>	<b>14</b>
<b>17. HOURS OF WORK.....</b>	<b>14</b>

<b>18. MEAL BREAKS AND REST BREAKS.....</b>	<b>15</b>
<b>19. OVERTIME.....</b>	<b>15</b>
<b>20. SHIFTWORK.....</b>	<b>16</b>
<b>21. ANNUAL LEAVE.....</b>	<b>17</b>
<b>22. PUBLIC HOLIDAYS.....</b>	<b>18</b>
<b>23. PERSONAL/CARER'S LEAVE.....</b>	<b>19</b>
<b>24. COMPASSIONATE LEAVE.....</b>	<b>20</b>
<b>25. LONG SERVICE LEAVE.....</b>	<b>21</b>
<b>26. PARENTAL LEAVE.....</b>	<b>21</b>
<b>27. COMMUNITY SERVICE LEAVE.....</b>	<b>21</b>
<b>28. FAMILY AND DOMESTIC VIOLENCE LEAVE.....</b>	<b>21</b>
<b>29. CYCLONE PROCEDURE.....</b>	<b>23</b>
<b>30. REDUNDANCY CLAUSE.....</b>	<b>23</b>
<b>31. STAND DOWN.....</b>	<b>24</b>
<b>32. QUALIFICATIONS AND LICENCES.....</b>	<b>24</b>
<b>33. FITNESS FOR WORK.....</b>	<b>24</b>
<b>34. SECURITY.....</b>	<b>24</b>
<b>35. ACCOMMODATION.....</b>	<b>25</b>

<b>36. MOBILISATION AND DEMOBILISATION.....</b>	<b>26</b>
<b>37. REST AND RECREATION .....</b>	<b>26</b>
<b>38. APPRENTICES.....</b>	<b>27</b>
<b>39. SIGNATURES.....</b>	<b>28</b>
<b>SCHEDULE 1 - CLASSIFICATION STRUCTURE AND WAGES – INSTALLATION AND MAINTENANCE .....</b>	<b>29</b>
<b>SCHEDULE 2 - CLASSIFICATION STRUCTURE AND WAGES - CONSTRUCTION.....</b>	<b>31</b>
<b>SCHEDULE 3 – ADDITIONAL ALLOWANCES FOR INFRASTRUCTURE AND TECHNOLOGY EMPLOYEES WORKING IN REMOTE AREAS .....</b>	<b>32</b>
<b>SCHEDULE 4 – ADITONAL PROVISIONS FOR INCLEMENT WEATHER IN CONSTRUCTION WORK .....</b>	<b>33</b>

## **1. TITLE**

- 1.1. This agreement will be known as the *UGL Western Region Enterprise Agreement 2022* (Agreement).
- 1.2. This Agreement shall replace the *UGL WA Enterprise Agreement 2016*.

## **2. PARTIES TO AGREEMENT**

- 2.1. This Agreement shall apply to and be binding upon the following parties:
  - a) UGL Engineering Pty Ltd (ABN 96 096 365 972) (UGLUGL); and
  - b) UGL's employees employed in Western Australia, South Australia, and the Northern Territory to carry out Installation and/or Maintenance and/or Construction Work within the classifications set out in Schedule 1 of this Agreement.

## **3. OBJECTIVES OF AGREEMENT**

- 3.1. The objectives of this Agreement are:
  - a) To substantially improve the operational efficiency of UGL;
  - b) To establish and maintain open communication between UGL and its employees through ongoing consultation and co-operation; and
  - c) To maintain the highest standards with respect to health, safety, quality and the environment.

## **4. TERMS OF AGREEMENT**

- 4.1. This Agreement shall commence operating on and from the seventh (7th) day after the date of approval of the Agreement by the FWC and shall have a nominal expiry date of four (4) years after the date of FWC approval.
- 4.2. Until this Agreement is terminated or replaced under the provisions of the FW Act or any other applicable legislation, it shall continue to apply.
- 4.3. This Agreement shall stand alone and is exhaustive. Subject to this Clause 4.3, this Agreement operates to the exclusion of any registered or unregistered award or industrial instrument including an enterprise agreement, collective agreement, pre-reform certified agreement, preserved State agreement or notional agreement preserving State award.

## **5. NO EXTRA CLAIMS**

- 5.1. The Employees bound by this Agreement intend and agree that this Agreement is in settlement of all bargaining and other claims for the life of the Agreement. Employees must not, and ensure that their representatives do not, make extra claims or organise, threaten, or take industrial action in support of any claims while this Agreement is in operation.

## **6. DEFINITIONS**

- 6.1. 'Agreement' means the *UGL Western Region Enterprise Agreement 2022*;
- 6.2. 'Casual employee' means an employee who is engaged and paid as such and has not been employed on a regular and systematic basis;
- 6.3. 'Construction Work' excludes Installation and Maintenance work and means all building, civil, mechanical, and electrical construction activities in the private and public sectors. Construction Work includes major projects and commissioning of associated plant and equipment. Construction work will typically be described as new or greenfields work and may include new facilities that would be tied into existing facilities, but up to the point of tie in only.
- 6.4. 'Employee(s)' means UGL's employees employed within the classifications set out in Schedule 1 and 2 of this Agreement;
- 6.5. 'FWC' means Fair Work Commission;
- 6.6. 'FW Act' means the *Fair Work Act 2009* (Cth);
- 6.7. 'Full time employee' means an employee engaged to work 38 ordinary hours per week;
- 6.8. 'Household' means any other person who, lives with the Employee as a member of their family;
- 6.9. 'Immediate Family' means a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner;
- 6.10. 'Installation and Maintenance' means work which includes but is not limited to preparatory work, maintenance and servicing, modification, upgrade/capital work (including commissioning), shutdown/turnaround work, brownfield project work, and associated work.
- 6.11. 'NES' means National Employment Standards;
- 6.12. 'Ordinary Rate' means the minimum rate in the Ordinary Rate Range as set out in Schedule 1 or Schedule 2 of this Agreement;
- 6.13. 'Part time employee' means an employee regularly employed to work less hours than those prescribed for full time employees;
- 6.14. 'Remote' means remote as defined by the Australian Tax Office for FBT purposes.
- 6.15. 'Spouse' includes a former spouse, de facto spouse and former de facto spouse;
- 6.16. 'UGL' means UGL Engineering Pty Ltd.

## **7. DUTIES AND RESPONSIBILITIES**

- 7.1. Employees will be employed by UGL in accordance with a classification outlined in Schedule 1 or 2. Employees will be provided with a contract of employment specifying their classification.
- 7.2. Subject to qualifications, experience and fitness, the Employee shall be required to perform all tasks comprehended by their classification including those incidental to the main functions of the classification. The Employee shall also be required to perform any additional tasks as directed by UGL which are within the Employee's skill, qualifications, training and competence.
- 7.3. UGL may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee is competent to use such tools and equipment and

provided that any such direction is consistent with UGL's responsibility to provide a safe and healthy working environment.

- 7.4. The Employee's appointment to a classification and to particular work is at the discretion of UGL, considering operational factors and client requirements.
- 7.5. Nothing in this Agreement precludes an Employee's transfer or reassignment to another site.
- 7.6. The Employee will be required to undertake training at UGL's direction aimed at maintaining, enhancing or broadening their work skills and work performance as required by UGL.
- 7.7. It is UGL's practice to periodically examine duties and responsibilities to ensure that they relate to the requirements of UGL and the client, and to incorporate any required changes.
- 7.8. This Agreement is supported by policies and procedures of UGL, which provide guidelines for the full and efficient administration of the employment relationship.
- 7.9. UGL may, at its discretion, alter and amend these policies and procedures.
- 7.10. The Employee will be advised of any changes to such policies and procedures where they affect the Employee. It is a condition of employment that Employees comply with such policies and procedures in this Agreement and their letter of employment and letter of assignment as may be in force from time to time, however these policies and procedures do not form part of this Agreement and are not incorporated into this Agreement.
- 7.11. All Employees shall be required to comply with the client's rules and regulations as amended from time to time and adopt safe work practices for the protection persons on site.
- 7.12. Where an Employee resides in Company provided accommodation the Employee shall be required to comply with the applicable Conditions of Occupancy and Site Policies and Procedures as amended from time to time for such accommodation.
- 7.13. Where applicable, Employees shall comply with UGL's timekeeping requirements and UGL shall maintain pay records in accordance with the relevant legislation.

## **8. CONSULTATION**

- 8.1. This clause applies if UGL:
  - a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 8.2. For a major change referred to in clause 8.1(a):
  - a) UGL must notify the relevant employees of the decision to introduce the major change; and
  - b) sub clauses 8.3 to 8.9 apply.
- 8.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.4. If:
  - a) a relevant employee appoints, or relevant employees appoint, a representative for the

purposes of consultation; and

- b) the employee or employees advise UGL of the identity of the representative;

UGL must recognise the representative.

8.5. As soon as practicable after making its decision, UGL must:

- a) discuss with the relevant employees:

- (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures UGL is taking to avert or mitigate the adverse effect of the change on the employees; and

- b) for the purposes of the discussion—provide, in writing, to the relevant employees:

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

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

8.7. UGL must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

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

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

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

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

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

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

8.12. If:

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

8.13. As soon as practicable after proposing to introduce the change, UGL must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion—provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what UGL reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that UGL reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.14. However, UGL is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.15. UGL must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8.16. In this term 'relevant employees' means the employees who may be affected by a change referred to in subclause 8.1.

## **9. INDIVIDUAL FLEXIBILITY AND PROJECT ARRANGEMENTS**

9.1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates and
  - (iv) allowances
- b) the arrangement meets the genuine needs of UGL and employee in relation to 1 or more of the matters mentioned in subclause 9.1(a); and
- c) the arrangement is genuinely agreed to by UGL and employee.

9.2. UGL must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

9.3. UGL must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of UGL and employee; and
- c) is signed by UGL and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

9.4. UGL must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

9.5. UGL or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement;  
or
- b) if UGL and employee agree in writing — at any time.

## **10. DISPUTE RESOLUTION PROCEDURE**

10.1. Subject to Sub-Clause 10.7 of this Agreement, where an Employee (or Employees) has any issue, dispute or concern about a matter arising under this Agreement or in relation to the NES the following procedure shall apply:

- a) The Employee shall discuss the issue with his or her supervisor.
- b) If not resolved, the Employee (with a support person if desired) shall discuss the issue with the relevant manager.
- c) If not resolved, the Employee (with a support person if desired) may refer the matter to a senior management representative of UGL, nominated by UGL.

10.2. If not resolved, the issue may be referred by either party to the FWC for conciliation or mediation to resolve the matter.

10.3. Where the dispute relates to the meaning or effect of a term of the Agreement, or is in relation to the NES, either party may refer the issue to the FWC for arbitration where conciliation or mediation (pursuant to clause 10.2) has failed to resolve the matter. Disputes that do not relate to the meaning or effect of a term of the Agreement, or is in relation to the NES, may only be referred to arbitration by the FWC where both parties agree to the matter being arbitrated.

10.4. Upon the FWC being notified of a dispute, the FWC may exercise such powers and functions as the parties to the dispute agree are appropriate at the time, except that any determination must be consistent with building improvement legislation and codes as in force from time to time.

10.5. The parties may be represented (including by legal representatives) for the purposes of the procedures contained in this clause.

10.6. To ensure a dispute free culture the parties undertake that no strike, ban or limitation of work shall occur in respect of any issue, dispute or concern whilst the above procedure is being followed.

- 10.7. Where any issue arises, this procedure shall be followed and work shall continue normally unless Employees have a reasonable concern about an imminent risk to their health or safety. Where such a concern does arise, alternative work shall be performed as directed by UGL where such a risk is not present.
- 10.8. Where shutdowns, break downs and repairs, tie-ins, essential work (to maintain plant operation) or emergency work is carried out under this Agreement, Employees are committed to ensuring that there is an uninterrupted and continuous supply of labour to ensure that the work being carried out shall not be stopped, interrupted or delayed, provided it is safe to do so.
- 10.9. Any decision, order, or suggested resolution of a grievance under this Clause shall not be inconsistent with the *Code for the Tendering and Performance of Building Work 2016* and Supporting Guidelines or their successors (whether enacted or not), or any other applicable Code and/or Supporting Guidelines however so described, or legislative obligations.

## **11. PROCEDURE FOR RESOLVING SAFETY CONCERNS**

- 11.1. If an Employee becomes aware of an unsafe situation, the Employee is required to rectify it, if it is within the Employee's range of skills/competencies and authority to do so.
- 11.2. If the Employee is not able to rectify the unsafe situation, the Employee is required to notify his or her supervisor who shall take all necessary steps to rectify the unsafe situation.
- 11.3. If time is to be any delay in rectifying the situation, and an Employee is working in the affected area and would have a reasonable exposure to an imminent risk to his or her health or safety the Employee shall follow any direction of the supervisor responsible for that area to relocate to work in other areas on the site until the unsafe situation has been rectified.
- 11.4. Provided it is safe to do so, and provided the Employee has the appropriate skills, that Employee shall be required to restore safe working conditions and normal productive work shall progressively resume in the affected area.
- 11.5. If an Employee is not able to be transferred to productive work in a safe area the Employee shall not leave the site but will remain in the site crib sheds if safe to do so, or at an alternative safe location as directed by UGL.
- 11.6. If there is disagreement over the existence of an unsafe situation or method of dealing with an unsafe situation, the work process in question shall not be carried out until such time as the matter has been resolved in accordance with this Clause. The matter will then immediately be referred to UGL's management representative responsible for safety and the relevant safety and health representative, who shall meet and inspect the work area in an attempt to resolve the matter. The provisions of Sub-Clauses 11.3, 11.4 and 11.5 will be applied during this process.
- 11.7. If the issue is still not resolved, then the relevant safety and health committee will meet to discuss the matter. The safety and health committee will agree on whether an unsafe situation exists and, if so, agree on a method of restoring safe working conditions.
- 11.8. Where no agreement is reached by the safety and health committee, an Inspector appointed pursuant to the relevant occupational safety and health legislation for a particular site will be called to the site to make a determination. Any determination must be consistent with building improvement legislation and codes as in force from time to time.
- 11.9. Provided the above safety procedure is complied with, entitlements to pay and other benefits shall continue if an Employee falls within Sub-Clause 11.3 above in accordance with the relevant occupational safety and health legislation for the particular site. Where it is determined that any stoppage of work was not based on a reasonable concern about an imminent risk to the Employee's health or safety, no payment shall be made and the stoppage will be treated as industrial action.

## 12. SAFETY AND PROTECTIVE EQUIPMENT

- 12.1. UGL will provide a safety helmet, coveralls (or equivalent clothing), hearing protection, safety glasses and work gloves. Should further protective equipment be required such equipment shall be supplied. Protective equipment shall be replaced on a fair wear and tear basis only. In the case where Employees are transferred between sites and an issue of protective clothing or equipment has previously been made to them, they will not be entitled to a further issue other than on a fair wear and tear basis.
- 12.2. Employees are required to wear the appropriate protective equipment at all times whilst on site and must adhere to project and site specific rules in this regard. Non-compliance with safety regulations shall be grounds for removal from a project.
- 12.3. All protective clothing and equipment provided to Employees shall remain the property of UGL, and Employees are required to properly treat and care for it until its return.
- 12.4. Employees are required to work and act in a manner which does not constitute a hazard to themselves, plant and equipment, and other Employees or persons on the site.
- 12.5. Employees are required to adhere to the safety rules and regulations of both UGL and UGL's clients on each project that they work. Non-compliance with safety rules and regulations shall be grounds for removal from a site/project and may result in termination of employment.

## 13. CONTRACT OF SERVICE

### Contract of Employment

- 13.1. Employment will be offered on a full time, part time or casual basis, and new Employees will have their type of employment confirmed in their written offer of employment.

### Full time Employment

- 13.2. A Full-time Employee is an Employee engaged for an average of 38 ordinary hours per week plus any reasonable additional hours as required by UGL.
- 13.3. Full time employees are required to serve a probationary period for the purpose of UGL and the Employee determining the Employee's suitability for the job. The length of the relevant probationary period is 6 months. UGL may at its discretion waive the requirement to serve a probationary period. Where this occurs, the Employee shall be notified in writing by UGL.
- 13.4. Either party may notify its intention to terminate the Employee's employment at any time during, or at the end of the probationary period by either the Employee or UGL giving one (1) weeks' notice of termination. UGL reserves the right to pay one (1) week's pay in lieu of notice.
- 13.5. At the successful completion of the probationary period, the Employee may be invited by UGL to continue on full time or part time employment.
- 13.6. An Employee's employment may be terminated at any time by the provision of notice (or payment in lieu thereof) as set out in this Clause. In order to terminate the Employee's employment, unless the Employee is employed as a casual employee, UGL will give the Employee notice in accordance with the following table:

Employees Period of Continuous Service with UGL	Notice
Less than 1 year	1 week
More than 1 year, less than 3 years	2 weeks

More than 3 years, less than 5 years	3 weeks
More than 5 years	4 weeks

- 13.7. Employees over forty-five (45) years of age with not less than two (2) years continuous service at the time of giving notice shall be entitled to an additional one (1) weeks' notice.
- 13.8. When calculating payment in lieu of notice an Employee will be paid all amounts they would have received if the Employee had continued until the end of the required notice period worked out based on hours the Employee would have worked for the period at the amounts payable to the Employee for those hours including loadings, allowances and penalties.
- 13.9. The notice of termination required to be given by the Employee, unless they are employed as a casual employee, or unless agreed otherwise, will be the same notice period as specified for UGL.

### **Part Time Employment**

- 13.10. Subject to the provisions of this Clause, Part-time Employees may be engaged on such hours and terms as are advised to the Employee. All entitlements for part-time Employees under this Agreement shall be pro-rated in accordance with their ordinary hours of work.
- 13.11. Prior to commencing employment, UGL and the Employee will agree the following matters in writing:
- (a) That the Employee may work Part-time;
  - (b) The Ordinary Hours and days of the week on which the Employee will work and the relevant commencing and ceasing times;
  - (c) The classification applying to the work to be performed; and
  - (d) The period of Part-time employment (where relevant).

### **Casual Employment**

- 13.12. A Casual Employee is an employee who is engaged and paid as such. Employment shall be by the hour and a flat casual loading of 25% shall be paid in addition to the Ordinary Rate for their classification for their ordinary hours of work (7.6 hours per day). The casual loading is paid in lieu of annual leave, personal leave, other paid leave and public holidays or other entitlements normally reserved for permanent employees and for all other disabilities associated with casual employment.
- 13.13. For work outside the ordinary hours of work, overtime payments for casuals shall be calculated by applying the relevant overtime or shift loadings to the Ordinary Rate for their particular classification as follows. The casual loading in Subclause 15.5.1 above is not applied to work performed outside the ordinary hours of work.
- 13.14. On each occasion where a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of four (4) hours work, except in the case of Inclement Weather.
- 13.15. Casual conversion to full time employment
- (i) A casual Employee, other than an Irregular Casual Employee, who has been engaged by UGL for a sequence of periods of employment under this Agreement during a period of six months, thereafter, has the right to request to have their contract of employment converted to permanent full time or part time employment if the employment is to continue beyond the conversion process.
  - (ii) Any casual Employee who has a right to elect under sub-clause 8.2(i), may give notice

in writing to UGL that they seek to request to convert their contract of employment to full time or part time employment, and within four (4) weeks of receiving such notice UGL must consent to or refuse the election but must not unreasonably so refuse.

- (iii) Once a Casual Employee has requested to become and been converted to a full time or part time Employee, the Employee may only revert to casual employment by written agreement with UGL.
- (iv) For the purposes of this clause, an Irregular Casual Employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

### **Secondments**

- 13.16. UGL may, at its discretion, second Employees to work for other companies, including but not limited to, related bodies corporate to UGL and joint venture partners of UGL.
- 13.17. At all times during the course of any secondment a Seconded Employee will remain an Employee of UGL.
- 13.18. This Agreement will continue to apply to a Seconded Employee's employment.

## **14. RATES OF PAY & PAYMENT OF WAGES**

- 14.1. The classifications in Schedules 1 and 2 will apply for all work, albeit at the Ordinary Rate and other terms and conditions in accordance with this Agreement.
- 14.2. The Ordinary Rates below will be reviewed on an annual basis for the duration of the Agreement, with the first review to commence 12 months after the FWC's approval of the Agreement. Rate reviews will take into consideration contract performance, client satisfaction and adjustments in market conditions. Rate reviews will provide for an annual safety-net rate increase that is no less than the annual percentage change in the National Consumer Price Index (CPI) (weighted average of eight capital cities) for the March quarter each year as published by the Australian Bureau of Statistics. The annual safety-net rate increase will be applied to the Ordinary Rate Range Minimum in Schedule 1 and 2, and to wage rates that are paid to employees where the Ordinary Rate is higher than the Ordinary Range Rate Minimum for their classification in Schedule 1 or 2.
- 14.3. Wages shall be paid on a weekly basis by UGL by electronic funds transfer into the Employee's nominated account.
- 14.4. Leading Hand Allowance
  - 14.4.1. An Employee appointed by and required by UGL to perform the duties of a Leading Hand shall be paid an all-purpose allowance of \$2.50 per hour when performing such role.

## **15. SUPERANNUATION**

- 15.1. UGL will make superannuation contributions in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth), which is currently 10% of ordinary earnings, into a superannuation fund nominated by the Employee. If the Employee does not nominate a superannuation fund, superannuation contributions will be made into an employee's stapled superannuation fund or if there is none, superannuation contributions will be made into a complying superannuation fund with a MySuper product as determined by UGL.
- 15.2. The Employee can elect to salary sacrifice part or all his or her wages or other

allowable entitlements into a superannuation fund of the Employee's choosing provided that:

- 15.2.1. the arrangement complies with relevant legislation and Company policy as amended from time to time;
  - 15.2.2. the Employee notify UGL of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
  - 15.2.3. the superannuation fund is a complying superannuation fund; and
  - 15.2.4. the amount to be paid into the superannuation fund plus any balance of wages and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.
- 15.3. For the purposes of superannuation contributions "ordinary time earnings" shall mean an Employee's actual Ordinary Rate received for ordinary hours of work including applicable allowances.

## **16. MARKET FLEXIBILITY AND SITE TERMS**

- 16.1. Where an Employee is deployed to a particular site or project and where at the discretion of UGL it is determined to pay a higher level of remuneration than that specified in this Agreement, such amounts of higher level remuneration will be in satisfaction of and in compensation for any and/or all entitlements, terms, conditions, penalties and allowances under this Agreement. Provided that the total remuneration provided to the Employee will not be less than the Employee would have received under this Agreement. In the event that UGL determines to implement a higher level of remuneration this will be reflected in the Employee's Contract of Employment.

## **17. HOURS OF WORK**

- 17.1. The Ordinary Hours shall be thirty-eight (38) per week over 4 weeks. Rosters may be organised on the following basis:
- a) 38 hours within a work cycle not exceeding seven consecutive days; or
  - b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
  - c) 114 hours within a work cycle not exceeding twenty one consecutive days; or
  - d) 152 hours within a work cycle not exceeding twenty-eight consecutive days; or
  - e) such other roster as may meet the needs of the client.
- 17.2. The Ordinary Hours of 38 hours per week shall be the Employee's "ordinary hours" of work for purposes of leave accrual pursuant to the FW Act.
- 17.3. The Ordinary Hours may be worked on any days or all of the days of the week, Monday to Friday inclusive and, except in the case of shift Employees shall be worked continuously, except for meal breaks, at the discretion of UGL between 6.00 am and 6.00 pm provided that:
- a) The Ordinary Hours shall be consecutive except when taking an unpaid meal break, which does not exceed half an hour; and
  - b) The hours of work under this Agreement shall be established by UGL to meet the operational requirements of the work area or location, as advised by the Employee's supervisor, or their delegated nominee.
- 17.4. UGL may vary the hours of work and shift rosters (including a Fly-in Fly-out (FIFO) roster) to meet operational requirements. UGL may transfer an Employee to or from day work or shift work rosters, and from one shift panel to another. Employees shall be provided with twenty-four (24) hours' notice (unless a shorter period is agreed with the Employee) from UGL of a variation of the hours of work and shift rosters or a transfer between such rosters.
- 17.5. The applicable roster may require Employees to work reasonable additional hours (i.e.: overtime)

to meet operational requirements. Employees accept and acknowledge this requirement as being reasonable in the circumstances reflecting the nature of the rosters, the location of UGL and its operational requirements as well as acknowledging the requirement to work public holidays that fall during the roster. The assignment of overtime by UGL shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.

- 17.6. An Employee shall be dressed and ready to start work at their normal start time at their agreed designated workplace and work will finish at the Employee's normal finish time and place.
- 17.7. Employees shall present for duty and remain on duty during the ordinary hours of work.
- 17.8. Except if the Employee is a shift worker, when work is performed outside the ordinary hours it shall be overtime and payable at overtime rates as provided for by this Agreement.

## **18. MEAL BREAKS AND REST BREAKS**

- 18.1. An Employee shall be entitled to an unpaid thirty (30) minute meal break in duration and no longer than five hours after the commencement of work on that day. UGL may stagger the time of a meal break to meet operational requirements.
- 18.2. Where an Employee is required for duty during the Employee's usual meal break, and such meal break is postponed for more than half an hour, the Employee shall be paid at overtime rates until such time as the meal break is taken.
- 18.3. A rest period of fifteen (15) minutes from the time of ceasing work to the time of resumption of work shall be allowed each morning. This rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and a manner to suit the convenience and operational requirements of UGL.

## **19. OVERTIME**

- 19.1. The nature of the work is such that Employees shall be required to work reasonable overtime.
- 19.2. All work done beyond the Ordinary Hours as outlined in this Agreement shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 19.3. Work done prior to 12:00 noon on a Saturday shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- 19.4. Work done on Saturdays after 12:00 noon or on a Sunday shall be paid at the rate of double time.
- 19.5. Work done on any day prescribed as a public holiday under this Agreement shall be paid at the rate of double time and one half. This shall also apply to time worked on a public holiday during ordinary hours. Through mutual agreement between the Employee and UGL, an employee may elect to work overtime and accrue these hours as time in lieu at their ordinary rate of pay, which can be taken within one (1) month from when the hours are accrued.
- 19.6. In computing overtime each day shall stand alone, but when an Employee works overtime which continues past midnight on any one day, such time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this Clause.
- 19.7. An Employee recalled to work after leaving the job shall be paid for at least four (4) hours at the applicable overtime rate, provided that such rate shall be not less than double time.
- 19.8. When overtime beyond the normal shift is necessary it shall, whenever reasonably practicable, be so arranged that an Employee has at least ten consecutive hours off duty between the work of successive days.

- 19.9. An Employee who works so much overtime between the end of the normal shift and the commencement of normal work the next day has not had at least ten consecutive hours off duty shall be released after completion of such overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 19.10. If on the instructions of UGL, such an Employee remains on duty without having ten consecutive hours off duty, the Employee shall be paid at double the Ordinary Rate until he or she is released from duty and shall then be entitled to ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 19.11. The provisions of Sub-Clauses 19.9 and 19.10 are equally applicable to an Employee called into work on a Sunday or holiday immediately preceding an ordinary working day.
- 19.12. Only the hours worked as a result of a recall shall be regarded for the purpose of Sub-Clauses 19.9 and 19.10.
- 19.13. An Employee required to work overtime for at least two hours or more after working Ordinary Hours, without being notified on the previous day or earlier of the requirement to work overtime or without being provided with a meal or other applicable allowance, shall be paid a meal allowance of \$18.00 for the first meal break and on each subsequent break (should overtime continue for more than four hours after the first break). Where the Employee is able to obtain a meal at Company provided accommodation the meal allowance shall not be paid.
- 19.14. When working more than ten (10) hour work periods, breaks in the afternoon may be taken with the approval of the site manager, taking into account environmental factors affecting the specific workgroup in line with health and safety guidelines.
- 19.15. Where a full time Employee is required to change from night shift to day shift and the last night shift worked is on a day other than Friday or Saturday, for the day of the change, the Employee shall be paid 7.6 hours at the Ordinary Rate for the following day.

## **20. SHIFTWORK**

- 20.1. The provisions of this Clause apply to shift work whether continuous or otherwise.
- 20.2. UGL may roster Employees to work shift work and shall give such Employees twenty-four (24) hours' notice of the commencement of a shift or to change from one shift to another. Where such notice is not given, the appropriate overtime rate will be paid for all time worked until the expiration of the notice period. For the purposes of this Clause:
- a) "Afternoon shift" means any shift finishing after 6 pm and at or before midnight.
  - b) "Continuous Shift Work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least five (5) consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of UGL.
  - c) "Night shift" means any shift finishing subsequent to midnight and at or before 8 am.
- 20.3. Where a shift commences at or after 11 pm on any day, the whole shift shall be deemed, for the purposes of this Agreement, to have been worked on the following day.
- 20.4. Except at regular changeover of shifts an Employee shall not be required to work more than one shift in each twenty-four hours.
- 20.5. Shift rosters shall specify the commencing and finishing times of Ordinary Hours of the respective shifts. The method of working shifts and/or the time of commencing and finishing shifts, once having been determined may be varied by UGL providing twenty four (24) hours' notice to Employees.

- 20.6. Where any work is carried out on shifts, other than day shift, and less than five consecutive afternoons or five consecutive night shifts are worked then Employees employed on such afternoon or night shifts shall be paid a loading of 50% calculated on the Employee's Ordinary Rate for all hours worked during these shifts.
- 20.7. Provided that where the Ordinary Hours normally worked are worked on less than five days then the provisions above shall be as if four (4) consecutive shifts were substituted for five consecutive shifts.
- 20.8. The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work is not carried out on a Saturday or Sunday or any other day that UGL observes a shut down for the purposes of allowing a thirty-eight (38) hour week, or on any public holiday.
- 20.9. Employees working on afternoon or night shift of at least five (5) consecutive days shall be paid a loading of 25% calculated on the Employee's Ordinary Rate for all hours worked during that afternoon or night shift.
- 20.10. Employees working on the afternoon or night shift will be entitled to a meal break of twenty (20) minutes without loss of pay (instead of a break without pay of up to 30 minutes).
- 20.11. Notwithstanding any other provision of this Agreement relating to meal breaks, rest periods and payments, the following arrangements will apply where Employees are rostered to work on a shutdown or project involving a planned work pattern of twelve (12) hours of day work continuous with 12 hours of night shift.
- 20.12. The working day or shift will include a thirty (30) minute meal break. This will be taken as close as practicable to the middle of the working day or shift, and two (2) rest periods of 15 minutes which will be scheduled during the day or shift to suit the requirements of the work.
- 20.13. Where the work pattern in clause 20.11 is applied, the twelve (12) hours will be treated as paid hours, comprising of ordinary time and overtime for day work and ordinary time with shift loading and overtime for the night shift.
- 20.14. The provisions of sub-clause 20.13 will not be used as a precedent for or support for a claim in relation to any other work or work pattern that may be worked under this Agreement.

## **21. ANNUAL LEAVE**

- 21.1. Employees shall be entitled to annual leave in accordance with the FW Act.
- 21.2. An Employee qualifies for the shift worker annual leave entitlement of one (1) additional week per annum under the FW Act if the Employee:
- a) Is employed in an enterprise in which shifts are continuously rostered twenty four (24) hours a day for seven (7) days a week; and
  - b) Is regularly rostered to work those shifts; and
  - c) Regularly works on Sundays and Public Holidays; or
  - d) The Employee is in a class of Employees prescribed by the *Fair Work Regulations* 2009 (Cth) as shift workers for the purposes of the FW Act.
- 21.3. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, as specified in clause 17.2 and accumulates from year to year.

- 21.4. When taking annual leave Employees shall be paid their Ordinary Rate.
- 21.5. If a public holiday is observed on an ordinary working day during the period of annual leave, that day will not be counted as annual leave.
- 21.6. Subject to Sub-Clauses 21.7 to 21.10 an Employee is entitled to take an amount of annual leave during a particular period if at least that amount of annual leave is credited to the Employee and UGL has authorised the Employee to take the annual leave during that period.
- 21.7. Any authorisation given by UGL enabling an Employee to take annual leave during a particular period is subject to the operational requirements of the workplace in respect of which the Employee is employed.
- 21.8. Employees must take an amount of annual leave during a particular period if an Employee is directed to do so by UGL because, during that period, UGL closes down the business, or part of it, in which the Employee works; and at least that amount of annual leave is credited to the Employee. UGL shall give an Employee at least one (1) months' notice of its intention to do so. In the event that an Employee's annual leave accrual is insufficient, the Employee shall only be entitled to such leave on full pay as is accrued. The Employee shall not be entitled to work or pay during the remainder of the close down while the other Employees of UGL are on leave on full pay.
- 21.9. In cases where an Employee has an excessive entitlement to annual leave accrued, UGL may direct the Employee to take a period of accrued annual leave.
- 21.10. All untaken accrued annual leave shall be paid out at the time of termination of employment.
- 21.11. Subject to the agreement of UGL in writing, an Employee may forgo part of their annual leave and cash it out. Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks. An Employee requesting to cash out annual leave must do so in writing. Where an Employee's request to cash out leave is agreed to by UGL, the Employee will be entitled to be paid the full amount that would have been payable to the Employee had the Employee taken the leave foregone.
- 21.12. Annual leave shall be taken in a complete roster cycle, if applicable, unless otherwise approved by UGL in writing.
- 21.13. This Clause 21 shall not apply to a casual employee.

## **22. PUBLIC HOLIDAYS**

- 22.1. Employees shall be entitled to the following days that will be observed as public holidays or days otherwise gazetted without deduction of ordinary hours pay:

New Year's Day,  
Australia Day,  
Labour Day,  
Good Friday,

Easter Monday,  
Anzac Day,  
Western Australia Day,  
Sovereign's Birthday,  
Christmas Day,  
Boxing Day.

- 22.2. Agreement may be reached between an Employee and UGL to substitute another day for any of the public holidays prescribed in this Clause, in which case the Employee shall be paid at the

Rate for work performed on a day which otherwise would have been a public holiday.

- 22.3. By arrangement, UGL and Employees may agree to substitute another day for any of the public holidays nominated above. Provided that an Employee who works on a day which otherwise would have been a public holiday will be paid the Ordinary Rate for that day. In this case, the substituted day will be granted without deduction of pay. In all other cases the day of observance for any holidays mentioned in Sub-Clause 22.1 shall be the day gazetted (or as substituted by gazette) in the relevant Government Gazette for the particular site.
- 22.4. Notwithstanding this Clause, UGL may require Employees to perform work on a public holiday where it is reasonable to do so. Provided that employees required to work a fixed roster arrangement will be required to work any public holiday falling on a normal rostered working day.
- 22.5. Payment for work on a public holiday in respect of ordinary hours and in respect of overtime is provided in clause 19.5.
- 22.6. This Clause 22 shall not apply to a Casual Employee.

### **23. PERSONAL/CARER'S LEAVE**

Employees will be entitled to payment for absence due to personal illness or injury in accordance with the NES and the following conditions and limitations:

#### **Personal Leave**

- 23.1. Employees shall be entitled to 10 days personal/carer's leave per year in accordance with the FW Act. Employees shall be paid their Ordinary Rate for their ordinary hours of work, as defined in clause 17.2, in that period.
- 23.2. Paid personal/carer's leave accrues progressively throughout the year and is cumulative from year to year.
- 23.3. Employees shall not be entitled to personal leave for any period in respect of which they receive compensation payable under a law of the State or Commonwealth relating to Workers' Compensation. Where an Employee is paid personal leave and subsequently receives Workers' Compensation for the same period, UGL may deduct the amount of the overpayment for monies otherwise due or which become due to the Employee and reinstate the Employee's paid personal leave accrual as authorised by the Employee.
- 23.4. Except due to circumstances beyond the Employee's control, to be entitled to personal leave, an Employee must notify or have notified their respective Supervisor as soon as reasonably practicable of the Employee's inability to attend work because of personal illness or injury. The Employee shall also advise the estimated duration of the absence.
- 23.5. To be entitled to personal leave, an Employee must (except where it is not possible due to circumstances beyond the Employee's control) provide UGL with documentary evidence in relation to the period of personal leave either in the form of a medical certificate from a registered medical practitioner or if that is not reasonably practicable a statutory declaration from the Employee. The documentation must be provided to UGL as soon as reasonably practicable. The documentation must include a statement to the effect if it is a medical certificate that in the registered medical practitioner's opinion, the Employee is, was or will be unfit for work during the period because of personal ill health or injury or if the document is a statutory declaration that the Employee is, was or will be unfit for work during the period because of personal ill health or injury.
- 23.6. Leave not approved as personal leave by UGL shall be regarded as unauthorised and unpaid.
- 23.7. The provisions of this Clause concerning paid personal/carer's leave do not apply to casual employees. However, a casual employee shall be required to comply with the notification requirements contained within this Clause.

### **Carer's Leave**

- 23.8. Employees other than casual Employees may take paid personal/carer's leave, for the purposes of family carer's leave, of any member of the Employee's immediate family or a member of the Employee's household who is sick or injured or in the case of an unexpected emergency and that member requires care and support.
- 23.9. Employees are entitled to a period of up to two (2) days unpaid carer's leave per occasion. The period of unpaid leave is to be taken as a single unbroken period of up to two (2) days, or any separate periods to which the Employee and UGL agree. Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.
- 23.10. To be entitled to carer's leave, Employees must (except where it is not possible due to circumstances beyond an Employee's control) provide UGL with documentary evidence in relation to the period of carer's leave either in the form of a medical certificate from a registered medical practitioner or if that is not reasonably practicable a statutory declaration from the Employee the documentation must be provided to UGL as soon as reasonably practicable.
- 23.11. The documentation must include a statement to the effect that if it is a medical certificate that in the opinion of the registered medical practitioner, the member had, has or will have a personal illness or injury during the period. If the documentation is a statutory declaration, it must include a statement to the effect that the Employee requires (or required) leave during the period to provide care or support to the member because the member requires (or required) care or support during the period because of a personal illness, or injury, of the member, or an unexpected emergency affecting the member.
- 23.12. Should an Employee be unable to report to work for mobilisation as scheduled due to taking personal leave, the Employee should where practicable personally notify their manager at least twenty four (24) hours prior to the day on which they are scheduled to report for work.

### **24. COMPASSIONATE LEAVE**

- 24.1. Full time Employees are entitled to two (2) days paid compassionate leave per occasion for the purposes of spending time with a person who is a member of the Employee's immediate family or a member of the Employee's household; and they contract or develop a personal illness that poses a serious threat to their life, or sustains a personal injury, that poses a serious threat to their life, or after the death of a member of the Employee's immediate family or a member of the Employee's household. The leave can be taken at any time while the injury or illness persists. Compassionate leave shall be paid at the Employee's Ordinary Rate for their ordinary hours during the period of leave.
- 24.2. The period of paid compassionate leave is to be taken as a single unbroken period of two (2) days, or two (2) separate periods of one (1) day each, or any separate periods to which the Employee and UGL agree.
- 24.3. In order to be entitled to compassionate leave the Employee must provide UGL with evidence to satisfy a reasonable person of the illness, injury or death. UGL may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person the Employee is taking compassionate leave for.
- 24.4. Employees must also advise UGL as soon as reasonably practical of their intention to take compassionate leave. Whenever possible Employees should advise UGL at least three (3) hours prior to the commencement of their shift. Employees must indicate the expected duration of their absence.
- 24.5. Compassionate leave is unpaid for casual employees.

## **25. LONG SERVICE LEAVE**

- 25.1. UGL will provide long service leave or long service leave contributions as required by the relevant legislation applicable to the Employee.

## **26. PARENTAL LEAVE**

- 26.1. Employees will be entitled to Parental Leave in accordance with the FW Act.

## **27. COMMUNITY SERVICE LEAVE**

- 27.1. Employees will be entitled to community service leave in accordance with the provisions of the National Employment Standards.

## **28. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- 28.1. This clause applies to all Employees, including casuals.

### **28.2. Definitions**

28.2.1. Family and domestic violence means violent, threatening or 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.

28.2.2. Family member means:

- (a) a spouse, de factor 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.

28.2.3. A reference to a spouse or de facto partner in the definition of family member includes a former spouse or de factor partner.

### **28.3. Entitlement to unpaid leave**

28.3.1. An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

28.3.1.1.1. the leave is available in full at the start of each 12-month period of the Employee's employment; and

28.3.1.2. the leave does not accumulate from year to year; and

28.3.1.3. is available in full to part-time and casual employees.

Note 1: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and UGL.

Note 2: Company and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

28.4. Taking unpaid leave

28.4.1. An employee may take unpaid leave to deal with family and domestic violence if the Employee:

28.4.1.1. is experiencing family and domestic violence; and

28.4.1.2. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending an urgent court hearing, or accessing police services.

28.5. Service and continuity

28.5.1. The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

28.6. Notice and evidence requirements

28.6.1. Notice. An Employee must give Company notice of the taking of leave by the Employee under sub-clause 31.3. The notice:

28.6.1.1. must be given to Company as soon as practicable (which may be a time after the leave has started); and

28.6.1.2. must advise Company of the period, or expected period, of the leave.

28.6.2. Evidence. An Employee who has given Company notice of the taking of leave under sub-clause 28.6.1 must, if required by Company, give Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in sub-clause 28.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

28.7. Confidentiality

- (a) UGL must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under sub-clause 28.6.1 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in sub-clause 28.7 prevents Company from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Company should consult with such Employees regarding the handling of this information.

28.8. Compliance. An Employee is not entitled to take leave under sub-clause 28.4 unless the Employee complies with sub-clause 28.6.

## **29. CYCLONE PROCEDURE**

- 29.1. If Employees are stood down because of a threat of a cyclone, the following procedure shall apply.
- 29.2. If at the commencement of the cyclone period the Employees report for and remain at work until otherwise directed by UGL and following the "all clear" resume duty in accordance with the direction of UGL, the Employees shall be paid for the normal rostered ordinary time and overtime hours occurring during the stand down.
- 29.3. Notwithstanding the above, if Employees commenced an additional overtime shift prior to the stand down due to a cyclone, those Employees shall be paid what would have been earned on that shift but for the stand down.
- 29.4. If on any day during the cyclone stand down Employees are required for work and are requested to do so by UGL and they are not willing or available to work when so requested except in the case of obvious hardship, those Employees shall not be entitled to be paid for that day or part thereof.
- 29.5. If Employees are required to remain at work or if they have been called out to work during the period of time during which the operation has been stood down during a cyclone the Employees shall be paid for all time worked at single time in addition to the rate the Employees would have received other than for the cyclone.
- 29.6. After the "all clear" has been given UGL shall notify the Employees of the time at which normal operations are to resume, and the time at which Employees are to resume work. If an Employee does not present for work at the time required by UGL in respect of that day, the Employee is entitled to payment of time worked only.
- a) Where, on any day following the resumption of normal operations or on any subsequent day the Employees cannot be usefully employed because of damage caused to the operations by the cyclone, UGL may stand the Employees down without pay.
  - b) If an Employee's mobilisation to site is delayed because of cyclone conditions or associated to cyclone conditions and the Employee remains available for mobilisation, the Employee shall be paid 7.6 hours at the Ordinary Rates to a maximum of three (3) days.
  - c) If Employees are demobilised to their point of hire and they are requested by UGL to hold themselves in readiness the Employees shall be paid for the ordinary time hours they would have worked but for the cyclone, up to a maximum of their weekly ordinary hours under Clause 17 of this Agreement as applicable.
  - d) The above provisions do not prevent UGL from terminating an Employee's employment due to the inability to provide useful work as a result of a cyclone.

## **30. REDUNDANCY CLAUSE**

- 30.1. Except in cases of transfer of employment or the offer of adequate alternative employment under the FW Act, in addition to the period of notice prescribed for termination in Sub-Clause 13.6 the Employee shall be entitled to a redundancy payment if eligible under and in accordance with the National Employment Standards as follows:

<b>Redundancy pay period</b>		
	<b>Employee's period of continuous service with UGL on termination</b>	<b>Redundancy pay period</b>
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	12 weeks

### **31. STAND DOWN**

- 31.1. UGL shall have the right to deduct payment for any day, or part day, an Employee cannot be usefully employed because of a strike or through any breakdown in machinery or any stoppage of work, including but not limited to circumstances where UGL is prevented from transporting Employees to the work site, by any cause for which UGL cannot reasonably be held responsible, having reviewed and having no reasonable alternative work available.

### **32. QUALIFICATIONS AND LICENCES**

- 32.1. As a condition of employment, Employees shall be required to hold certain qualifications and or licences to perform their duties. Where the Employee is engaged under a classification that requires such qualifications and or licences the Employee must notify UGL immediately if that qualification or licence is suspended or cancelled or if the Employee is disqualified from holding or obtaining that qualification or licence.
- 32.2. In the event that the Employee is unable to legally perform the work the Employee is employed to perform due to such suspension, cancellation or disqualification, the Employee's employment may be terminated by UGL. Failing to notify UGL of such suspension, cancellation or disqualification may also be grounds for terminating the Employee's employment.

### **33. FITNESS FOR WORK**

- 33.1. It is a requirement under this Agreement that Employees comply with UGL's fitness for work requirements and any site requirements of the client for fitness for work. This includes the requirement to participate in alcohol and other drug testing. A copy of relevant Policies will be available to all Employees and non-compliance by an Employee may result in termination of that Employee's employment. If an Employee has any concerns regarding their fitness for work or the fitness for work of another person, the Employee must notify his or her supervisor immediately.
- 33.2. UGL may require Employees to undergo such medical tests that it deems appropriate. Employees agree under this Agreement to undertake such tests as directed by UGL.

### **34. SECURITY**

- 34.1. Employees must display or produce on request the form of personal identification card issued for the purpose of working on the site, or seeking entry to the site, or at any time whilst on the site.
- 34.2. Unauthorised use of personal identification card may result in dismissal for misconduct. If an

Employee loses their personal identification card the Employee may be required to pay for the replacement of the card.

- 34.3. Employees are required to adhere to project and site specific rules and regulations, including safety, security and environmental and quarantine rules as applicable. Non-compliance with these rules and regulations shall be grounds for removal from the project or site and may result in termination of employment.
- 34.4. Smoking in unauthorised areas or outside of a break period designated by the Employee's Supervisor shall be deemed to be serious misconduct and Employees may be liable for dismissal in accordance with the provisions of this Agreement.
- 34.5. Employees will be subject to baggage and vehicle searches on entering or leaving any work area or the site. If an Employee refuses to permit baggage or vehicle searches the Employee may be subject to disciplinary measures including dismissal.
- 34.6. Mobile phones, pagers and cameras may be prohibited objects and are not allowed on certain work sites. Employees will be advised of particular site requirements before commencing work on sites where these objects are prohibited. If an Employee takes or uses prohibited objects on the work site, the Employee shall be deemed to be guilty of serious misconduct and may be liable for dismissal in accordance with the provisions of this Agreement.

## **35. ACCOMMODATION**

- 35.1. Employees engaged to work in a remote location shall be entitled to free board and lodging for all such time the Employee is required to work at a site provided that the Employee is working in conformity with the terms of this Agreement.
- 35.2. Where residing in the accommodation provided Employees shall be required to comply with the applicable Conditions of Occupancy or site specific rules as amended from time to time for such accommodation. Non-compliance may result in removal of accommodation and possible termination of employment.
- 35.3. Living Away from Home Allowance

- 35.3.1. An Employee who is required to work at a distance from their usual place of residence that is unreasonable to return to each day will be provided by UGL with either Reasonable board and accommodation provided by UGL, or a Living Away from Home Allowance (LAFHA) of a maximum amount of \$620.00 per week (which amount is pro rata per day for periods of less than seven (7) consecutive days). The board component refers to the additional food costs included in the payment and is less than or equals to the Commissioner's reasonable food amount.

The amount specified above is a gross payment amount inclusive of FBT costs.

Applicants for employment are required to, and must provide, a declaration of their usual place of residence accompanied by proof of the same to UGL's satisfaction both at the time of engagement by UGL.

- 35.3.2. If an entitlement under subclause 35.3.1 is applicable, UGL will determine and confirm this at the time of engagement. For clarity, no further LAFHA entitlements will be considered after the commencement of employment.
    - 35.3.3. Any entitlements arising under this Clause shall cease upon completion of a project for which the entitlement is payable, and the Employee has no further entitlement to claim payment for same on demobilisation.
    - 35.3.4. UGL shall deduct on a pro rata basis, at the rate of 1/7<sup>th</sup> of the LAFHA entitlement stipulated in Subclause 35.3.1, for each day that an Employee is not ready, willing and

able to work in accordance with this Agreement or due to industrial action.

35.3.5. An Employee's eligibility for entitlements under this Clause is in accordance with taxation legislation as amended from time to time and the Employee's ongoing compliance with UGL's administrative requirements, which may include but are not limited to:

- Provision of a complying declaration in the form required by UGL each taxation period;
- The specification of the Employee's usual place of residence in accordance with Clause 20.1.3 above; and/or
- Compliance with any other Company requirements to substantiate their on-going entitlement.

35.3.6. Failure by an Employee to comply with the obligations in Clause 20.5 may result in the Employee having the LAFHA payment subject to any Company FBT liability deducted by UGL and/or disciplinary Action.

35.3.7. Notwithstanding the provisions of this Clause 20, UGL may, in its sole discretion, withhold recover any unaccounted amounts which become subject to a taxation liability from the Employee's wages, or any payments made on termination.

## **36. MOBILISATION AND DEMOBILISATION**

36.1. This Clause shall only apply if an Employee is engaged as a Distant Employee as defined in Clause 37.1 of this Agreement.

36.2. "Point of Hire" is the closest Company specified mobilisation point to the site to an Employee's usual place of residence at the time of engagement or mobilisation to the site as stipulated in writing by the Employee, unless otherwise agreed by UGL.

36.3. UGL shall arrange transport by economy air travel or other appropriate forms of transport (as determined by UGL) for the Employee if the Employee is engaged as a Distant Employee from their Point of Hire to the project/site at the commencement of their employment and return at the conclusion of his or her employment.

36.4. If an Employee leaves his or her employment prior to the completion of six (6) months service with UGL, the Employee may authorize UGL to have the equivalent cost of the forward economy airfare from his or her Point of Hire to the Project deducted from his or her final monies owing.

36.5. Upon mobilisation or demobilisation an Employee shall be paid up to 4 hours travel time pursuant to UGL's direction for the time taken to travel from the Employee's Point of Hire to site at the Ordinary Rate Range Minimum (regardless of the time or day the travel is undertaken) if the Employee's Point of Hire is in the same state as the project on which the Employee is engaged.

## **37. REST AND RECREATION**

37.1. For the purpose of this Agreement, a Distant Employee is an Employee who is engaged or selected or advised by UGL to proceed to a project/site to perform duties under their contract of employment and the Employee does so such that the Employee cannot return to their place of residence each night.

37.2. A Distant Employee's roster and Rest & Recreation (R&R) cycle, if applicable, will be dictated by the location and site the Employee is assigned to for a project, depending on the needs of the client company. Employees will be notified of the site roster, which may also be varied from time to time after 7 days' notice.

37.3. The Employee's roster including R&R leave will be set out in their contract of employment. All

R&R periods are unpaid.

### **38. APPRENTICES**

- 38.1 Where apprentices are engaged under this Agreement their Ordinary Rate shall be calculated by applying the appropriate percentage set out below to the relevant tradesperson's rate prescribed in Schedule 1 or 2 of this Agreement.

<b>Four Year Term</b>	<b>%</b>
First year	55
Second year	65
Third year	75
Fourth year	90
<b>Three and a Half Year Term</b>	<b>%</b>
First six months	55
Next year	65
Next following year	75
Final year	90
<b>Three Year Term</b>	<b>%</b>
First year	65
Second year	75
Third year	90

### 39. SIGNATURES

Signed for and on behalf of UGL:

  
Signature

Matthew Karl Olsson

Full Name

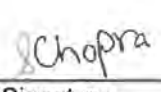
Level 9, 40 Miller Street, North Sydney  
NSW 2060

Address

28/03/2022

Date

General Manager, Transport Major Projects  
Authority to Sign

  
Witness Signature

Shweta Chopra

Full Name


3 Bridge Street, Pymble, NSW 2073

Address

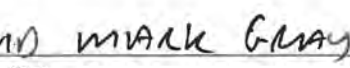
28/03/2022

Date

Signed by and on behalf of the Employees:

  
Signature

Witness Signature

  
Full Name

153 ABERNETHY ROAD  
Address

BELMONT, PERTH WA  
Date

29 MAR 2022

COMMUNICATIONS  
TECHNICIAN

  
Full Name

Ross Hedley Wilson  
Full Name

153 Abernethy Road  
Address  
Belmont, WA, 6104

29/3/22  
Date

Authority to Sign

**SCHEDULE 1 - CLASSIFICATION STRUCTURE AND WAGES – INSTALLATION AND MAINTENANCE**

GRADE	CLASSIFICATION	ORDINARY RATE RANGE (PER HOUR)	
		MINIMUM	MAXIMUM
Grade 1	<ul style="list-style-type: none"> <li>• Labourer</li> <li>• Chainperson</li> <li>• Surveyors Assistant</li> <li>• Telecommunications Trainee</li> </ul>	\$25.00	\$46.00
Grade 2	<ul style="list-style-type: none"> <li>• Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Grade 1</li> <li>• Trades Assistant</li> <li>• Refractory Assistant</li> <li>• Non Destructive Testing Technical Assistant</li> </ul>	\$25.50	\$47.00
Grade 3	<ul style="list-style-type: none"> <li>• Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Grade 2</li> <li>• Scaffolder (Basic)</li> <li>• Rigger (Basic)</li> <li>• Dogperson</li> <li>• Steel Fixer</li> <li>• Cryogenic Insulation Lagger</li> <li>• Sheetmetal Worker – Second Class</li> <li>• Non Destructive Testing Technician Level 1</li> <li>• Crawler Tractor with power operated attachments (up to and including 2000kg shipping mass)</li> <li>• On-Site Vehicle Operator – Flat Tray</li> <li>• Concreter</li> <li>• Telecommunications Technician 1</li> </ul>	\$26.50	\$48.00
Grade 4	<ul style="list-style-type: none"> <li>• Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Grade 3</li> <li>• Scaffolder (Intermediate or Advanced)</li> <li>• Rigger (Intermediate or Advanced)</li> <li>• Operates mobile cranes with lifting capacity of up to and including 20 tonnes</li> <li>• Operates Articulated On-Site Vehicles</li> <li>• Telecommunications Technician 2</li> </ul>	\$27.00	\$49.00
Grade 5	<ul style="list-style-type: none"> <li>• Operates machinery and equipment</li> </ul>		

	<p>requiring the exercise of skill and knowledge beyond that of an employee at Grade 4</p> <ul style="list-style-type: none"> <li>• Mechanical Tradesperson</li> <li>• Fabrication Tradesperson</li> <li>• Security Alarm Technician</li> <li>• Fire Alarm Technician</li> <li>• Communications Technician</li> <li>• Operates a mobile crane with lifting capacity in excess of 20 tonnes and up to and including 80 tonnes</li> <li>• Non Destructive Testing Technician Level 2</li> <li>• Refractory Tradesperson</li> <li>• Transmission Linesperson</li> </ul>	\$29.00	\$50.00
Grade 6	<ul style="list-style-type: none"> <li>• Electrical Tradesperson</li> <li>• Signaling Electrician</li> <li>• Refrigeration Tradesperson</li> <li>• Airconditioning Tradesperson</li> <li>• Mechanical Tradesperson Special Class</li> </ul>	\$30.00	\$51.00
Grade 7	<ul style="list-style-type: none"> <li>• Electrician Special Class</li> <li>• Instrument &amp; Controls Tradesperson</li> <li>• Non Destructive Testing Technical Officer</li> </ul>	\$31.00	\$52.00
Grade 8	<ul style="list-style-type: none"> <li>• Electronics Tradesperson</li> </ul>	\$32.00	\$53.00
Grade 9	<ul style="list-style-type: none"> <li>• Advanced Engineering Construction Tradesperson</li> </ul>	\$32.00	\$54.00

**SCHEDULE 2 - CLASSIFICATION STRUCTURE AND WAGES - CONSTRUCTION**

GRADE	CLASSIFICATION	ORDINARY RATE RANGE (PER HOUR)	
		MINIMUM	MAXIMUM
Grade 1	<ul style="list-style-type: none"> <li>• Labourer</li> <li>• Chainperson</li> <li>• Surveyors Assistant</li> </ul>	\$29.00	\$46.00
Grade 2	<ul style="list-style-type: none"> <li>• Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Grade 1</li> <li>• Trades Assistant</li> <li>• Refractory Assistant</li> <li>• Non Destructive Testing Technical Assistant</li> </ul>	\$29.00	\$47.00
Grade 3	<ul style="list-style-type: none"> <li>• Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Grade 2</li> <li>• Scaffolder (Basic)</li> <li>• Rigger (Basic)</li> <li>• Dogperson</li> <li>• Steel Fixer</li> <li>• Cryogenic Insulation Lagger</li> <li>• Sheetmetal Worker – Second Class</li> <li>• Non Destructive Testing Technician Level 1</li> <li>• Crawler Tractor with power operated attachments (up to and including 2000kg shipping mass)</li> <li>• On-Site Vehicle Operator – Flat Tray</li> <li>• Concreteer</li> </ul>	\$30.00	\$48.00
Grade 4	<ul style="list-style-type: none"> <li>• Operates machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Grade 3.</li> <li>• Scaffolder (Intermediate or Advanced)</li> <li>• Rigger (Intermediate or Advanced)</li> <li>• Operates mobile cranes with lifting capacity of up to and including 20 tonnes</li> <li>• Operates Articulated On-Site Vehicles</li> </ul>	\$30.00	\$49.00
Grade 5	<ul style="list-style-type: none"> <li>• Operates machinery and equipment</li> </ul>		

	requiring the exercise of skill and knowledge beyond that of an employee at Grade 4 <ul style="list-style-type: none"> <li>• Mechanical Tradesperson</li> <li>• Fabrication Tradesperson</li> <li>• Security Alarm Technician</li> <li>• Fire Alarm Technician</li> <li>• Communications Technician</li> <li>• Operates a mobile crane with lifting capacity in excess of 20 tonnes and up to and including 80 tonnes</li> <li>• Non Destructive Testing Technician Level 2</li> <li>• Refractory Tradesperson</li> <li>• Transmission Linesperson</li> </ul>	\$32.00	\$50.00
Grade 6	<ul style="list-style-type: none"> <li>• Electrical Tradesperson</li> <li>• Signaling Electrician</li> <li>• Refrigeration Tradesperson</li> <li>• Airconditioning Tradesperson</li> <li>• Mechanical Tradesperson Special Class</li> </ul>	\$33.50	\$51.00
Grade 7	<ul style="list-style-type: none"> <li>• Electrician Special Class</li> <li>• Instrument &amp; Controls Tradesperson</li> <li>• Non Destructive Testing Technical Officer</li> </ul>	\$35.00	\$52.00
Grade 8	<ul style="list-style-type: none"> <li>• Electronics Tradesperson</li> </ul>	\$36.75	\$53.00
Grade 9	<ul style="list-style-type: none"> <li>• Advanced Engineering Construction Tradesperson</li> </ul>	\$36.75	\$53.00

### **SCHEDULE 3 – ADDITIONAL ALLOWANCES FOR INFRASTRUCTURE AND TECHNOLOGY EMPLOYEES WORKING IN REMOTE AREAS**

*The following additional allowances shall apply only to Employees working in the Infrastructure and Technology Business Unit engaged to perform Installation and Maintenance work in a remote location who are not in receipt of LAFHA.*

1. Eligibility for these allowances will be determined by the line manager.
2. Where meals are provided, the Employee will be provided with an allowance of \$35 per day to cover incidental expenses.
3. Where meals are not provided, eligible Employees will be paid a daily allowance of \$90 per day to cover the cost of meals.
4. For those Employees not provided with meals, and where there is inadequate access to facilities to purchase food and other essentials, this allowance will be increased to \$120 per day.

#### **SCHEDULE 4 – ADDITIONAL PROVISIONS FOR INCLEMENT WEATHER IN CONSTRUCTION WORK**

*This schedule applies to Construction Work Employees.*

1. Inclement weather means the existence of rain or abnormal climatic conditions by virtue of which it is either not reasonable or not safe for Employees to continue working.
2. Employees will accept transfer to an area or site not affected by inclement weather if useful work is available in that area or site, that work is within the scope of the Employees skill, competence and training, and UGL provides, where necessary, transport.
3. Employees agree to the use of non-productive time arising from inclement weather for work related activities such as training, safety and project briefings, and the like.
4. The practice of 'one out all out' for inclement weather will not occur.
5. All Employees must be available to clean up and dewater relevant work areas as directed.
6. Where UGL determines that an Employee is not able to perform any work because of Inclement Weather, a full-time and part-time Employee shall be entitled to payment by UGL for ordinary time lost through inclement weather and the effects of inclement weather for up to 32 hours in each calendar month (non-cumulative). This payment is subject to the Employee remaining on site in readiness to work.
7. After four (4) hours after the cessation of work from inclement weather UGL may release employees for the remainder of the day, if information indicates that inclement weather will continue.
8. Where the maximum of 32 hours pay in any 4-week period is reached and an Employee cannot resume work because of Inclement Weather, UGL will be entitled to stand down the Employee without pay until such time that the Employee is able to resume work, provided that the Employee may access accrued annual leave or accrued RDOs during the stand down period.
9. Critical Work in Rain – UGL and Employees understand and accept that there may be occasions where certain critical work must be performed in the rain. Critical work includes but is not limited to: completion and protection of concrete pours, supply of material to site, spoil operations, critical shutdown activities, emergency work, any work required to ensure safety or environmental legal compliance.
10. Where an Employee is required and directed by UGL to perform critical work in inclement weather Employees will be provided with wet weather gear, as appropriate.
11. On completion of work in the rain and where it is expected that rain will cease in a timeframe where meaningful work can be undertaken Employees may be provided with additional dry clothing to allow ordinary work to continue, or with the approval of UGL, Employees who carry out critical work in the rain and who get wet as a result may be allowed to go home when critical work is completed.
12. Employees who are sent home with the approval of UGL within their ordinary time hours, will be paid the balance of their ordinary hours at their Ordinary Rate. Employees who are sent home with the approval of the relevant area Superintendent after completing their ordinary hours but prior to the end of their normal rostered shift will be paid for actual hours worked.
13. Such critical work performed in inclement weather will be paid at double the Employee's Ordinary Rate.