



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

UGL Operations & Maintenance Pty Ltd T/A UGL Operations & Maintenance Pty Ltd
(AG2023/3017)

UGL ALCOA ELECTRICAL ENTERPRISE AGREEMENT 2023

Electrical contracting industry

DEPUTY PRESIDENT O'KEEFFE

PERTH, 18 SEPTEMBER 2023

Application for approval of the UGL Alcoa Electrical Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *UGL Alcoa Electrical Enterprise Agreement 2023 (the Agreement)*. The Application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by UGL Operations & Maintenance Pty Ltd T/A UGL Operations & Maintenance Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The notification time for the Agreement under s.173(2) was 17 May 2023 and the Agreement was made on 26 August 2023. Accordingly, the genuine agreement requirements are assessed under the Act as those applying before 6 June 2023 and the better off overall test is that applying on and from 6 June 2023¹.

[3] The Applicant expressed the view that the Agreement passes the Better Off Overall Test (BOOT) and provided a summary of why it expressed this view. Consistent with s.193A(3) of the Act I have given consideration to this view when determining whether the Agreement passes the BOOT. The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**), who were a bargaining agent, did not express a view as to whether the Agreement passes the BOOT.

[4] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

[5] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[6] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the CEPU.

[7] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 25 September 2027.



DEPUTY PRESIDENT

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CORRECTION TO DECISION

Fair Work Act 2009
s.185—Enterprise agreement

UGL Operations & Maintenance Pty Ltd T/A UGL Operations & Maintenance Pty Ltd
(AG2023/3017)

UGL ALCOA ELECTRICAL ENTERPRISE AGREEMENT 2023

Electrical contracting industry

DEPUTY PRESIDENT O'KEEFFE

PERTH, 29 SEPTEMBER 2023

*Application for approval of the UGL Alcoa Electrical Enterprise Agreement 2023 –
Correction to nominal expiry date*

[1] The decision issued by the Fair Work Commission on 18 September 2023 [[2023] FWCA 3022, AE521554] is corrected as follows:

By deleting paragraph [7] and replacing it with the following:

[7] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 25 September 2026.

DEPUTY PRESIDENT

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**UGL ALCOA ELECTRICAL
ENTERPRISE AGREEMENT 2023**

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1. TITLE, OPERATION AND COVERAGE

- 1.1 This agreement is an Enterprise Agreement (**the Agreement**) made pursuant to Part 2-4 of the *Fair Work Act 2009 (Cth)* (**FW Act**) and shall be known as the *UGL Alcoa Electrical Enterprise Agreement 2023*. This Agreement shall replace the *UGL Alcoa Electrical Enterprise Agreement 2020*.
- 1.2 This Agreement shall commence operating seven days after the Fair Work Commission (FWC) approves the Agreement. The nominal expiry date of this Agreement shall be three years from the date of Commencement.
- 1.3 While this Agreement operates, no Modern or other Award or other form of industrial instrument applies to the employment of Employees to whom this Agreement applies, or to an employer or the Company organisation in relation to those Employees.
- 1.4 The provisions of the *Construction Industry Portable Paid Long Service Leave Act 1985* (WA), the *Work Health and Safety Act 2020* (WA) and the *Workers Compensation and Injury Management Act 1981* (WA) (**the WA Acts**) as amended from time to time, shall have full effect and nothing in this Agreement shall operate to affect vary or exclude the operation of the WA Acts insofar as they apply to work within the area and scope of this Agreement (however the WA Acts are not incorporated into the Agreement).
- 1.5 This Agreement is a reflection of the commitment and consensus approach to workplace relations exhibited by the Company and its Employees in recent years as well as building on the previous enterprise agreement negotiations between the Company and its Employees. The Company and its employees are aware of the competitive pressures facing industry today and hence the need to enhance productivity, flexibility and efficiency at the workplace in order to ensure the future viability of operations. Recognition of the need to increase competitiveness is an underlying aspect of this Agreement, and there is a commensurate recognition on the part of the Company of the need to reward genuine and effective increases in productivity on the part of its Employees.
- 1.6 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. However, the NES is not incorporated and does not form part of this Agreement.
- 1.7 Subject to the *FW Act*, this Agreement covers the following persons and entities:
- (i) UGL Operations and Maintenance Pty Ltd (**“the Company”**) (ACN 114 888 201);
 - (ii) Employees of the Company employed in the classifications specified in clause 23 – Rates of Pay, of this Agreement, who are employed at the WA operations of Alcoa of Australia Ltd to undertake maintenance, modification, upgrade and project works, and local service contracts and associated works including shutdowns at the Wagerup, Pinjarra and Kwinana Alumina Refineries, Huntley, Del

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Park, Jarrahdale, Myara and Willowdale mine sites operated by Alcoa of Australia, and the Bunbury Port; and

- (iii) Any bargaining representative named as being covered by the Agreement in FWC's decision approving this Agreement.
- (iv) Excluding high income Employees (as defined in the *FW Act*).

1.8 Definitions:

In this Agreement:

"Agreement" means this Enterprise Agreement;

"Company" means UGL Operations and Maintenance Pty Ltd;

"FW Act" means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time;

"FWC" means the Fair Work Commission or such other body as may replace it pursuant to legislation from time to time;

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

"Ordinary Hourly Rate" means the rates of pay specified in Clause 22.1.

2. NO EXTRA CLAIMS COMMITMENT

- 2.1 The Company, the Employees and their bargaining representative(s) agree to undertake a commitment that there shall be no extra claims during the life of this Agreement.
- 2.2 The Company and its Employees covered by this Agreement shall be bound by the terms of the Agreement for its duration.

3. AIMS AND OBJECTIVES OF AGREEMENT

- 3.1 The Company aims to ensure the continued and long term viability of its operations, thus providing job security for its Employees. The Company also aims to provide a quality and committed service to the asset management, engineering and manufacturing industry, and to be the preferred contractor to our clients in this industry. The company and its Employees recognise that this aim requires a mutual commitment to developing and enacting a process of productivity and efficiency enhancement within the Company.
- 3.2 To facilitate the achievement of this aim, the Company and its Employees agree to pursue the following objectives:
 - (i) To have a well trained, dedicated, motivated and highly competent workforce and management team;

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- (ii) To continually improve safety in the workplace and the personal awareness of safety and correct procedures such that lost time injuries are trending towards zero and medical treatment injuries are substantially reduced;
 - (iii) To equal or better quality standards as required by the client with substantive reductions in rework and repairs within each project;
 - (iv) To foster an attitude of consensus and agreement based on consultation and negotiation at the workplace;
 - (v) To foster improvements in productivity and efficiency at the workplace for the benefit of Alcoa, the Company and its Employees; and
 - (vi) To promote flexible and adaptive work practices by removing demarcation barriers, artificial manning levels, and encouraging self-supervision and the use of initiative by Employees.
- 3.3 The shared aim of this Agreement is to allow the Company to provide a service of total quality and total commitment to Alcoa of Australia Ltd.
- 3.4 The sites where this Agreement operates are sites wherein the Company strives to maintain a multi-skilled and loyal workforce. It is intended that this Agreement will allow all persons and entities covered by this Agreement to further enhance the skills and attributes of the Company's Alcoa local services and/or associated projects workforce.
- 3.5 To support this aim, it has been agreed between the Company and its Employees that their joint aim is to be the preferred contractor to Alcoa of Australia Ltd and to maintain and enhance the multi-skilling of the Company's employees engaged on Alcoa work sites.

4. STRATEGIES FOR ACHIEVING THE AIMS OF THIS AGREEMENT

- 4.1 The Company and its Employees agree to follow a strategy in relation to the achievement of the aims and objectives specified in Clause 3 - Aims and Objectives of Agreement.
- 4.2 The Company and its Employees agree to establish or maintain a monitoring committee consisting of equal numbers of Employee and Company representatives. The committee would have the following responsibilities and aims:
- (i) To monitor the progress of productivity and efficiency initiatives resulting from the application of this Agreement, and to evaluate proposals offering potential productivity and/or flexibility enhancements;
 - (ii) To conduct on-going discussions on a monthly basis regarding productivity, work practices, employee relations and other general proposals aimed at improving the Company's operations at Alcoa worksites;

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- (iii) To utilise effectively the intellectual resources, skills and experience of members of the Company's local services and/or associated projects workforce, and represent and consider the interests of both Employees and management in rational discussions; and
 - (iv) To promote improved employee relations through consultation, problem solving and adherence to the disputes settlement process in this Agreement with a view to preventing unnecessary lost time.
- 4.3 The Company and its Employees agree to take steps to improve and enhance communication between Employees and management/supervisors through:
 - (i) Monthly Monitoring Committee Meetings;
 - (ii) Tool Box Talks;
 - (iii) Management Report Back Meetings with all employees;
 - (iv) Suggestion Systems;
 - (v) Noticeboards; and
 - (vi) Newsletters/Bulletins.

5. DISPUTE SETTLEMENT PROCESS

- 5.1 In order to assist in achieving harmonious working relationships and maintaining on-going service delivery by the Company, regular and ongoing consultation between the Employees and the Company will be required to ensure co-operation is provided.
- 5.2 Employees are to be encouraged to contribute to this process with the view of ensuring that work is undertaken in the most safe and productive manner and the highest quality standards.
- 5.3 In the event of a dispute about a matter under this Agreement or a dispute in relation to the *FW Act* in the first instance the persons or entities covered by this Agreement must attempt to resolve the matter at the workplace level.
- 5.4 If a dispute arises in accordance with sub-clause 5.3 the following process shall be followed, provided, always, that work shall continue in the usual manner without loss of time or wages and without bans and limitations so as to allow the steps below to be followed:
 - (i) The Employee or Employees must first discuss the dispute with their Foreperson or Supervisor;
 - (ii) If the matter is unable to be resolved the Employee or Employees will discuss the dispute with the Company's senior site representative, who shall attempt to resolve the matter;
 - (iii) In the event of such discussions not resolving the dispute the Employee or Employees will meet with the Company's senior management

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representative and participate in direct discussions in an attempt to resolve the matter.

5.5 For the purposes of sub-clause 5.4 (i), (ii) and (iii) the Employee or Employees may appoint a workplace representative (which may include a union delegate or union official nominated by the Employee or Employees) to accompany or represent the employee or employees in relation to the dispute.

5.6 Emphasis will be placed on an agreed settlement of the matter. However, if the dispute remains unresolved, and all agreed steps for resolving the dispute have been taken, and there have been genuine attempts to resolve the matter at the workplace, the following shall occur:

- (i) The person who has raised the dispute shall refer the matter to FWC within forty eight (48) hours;
- (ii) If the dispute is not referred, any affected Employee or the Company covered by the Agreement may refer the matter in dispute to FWC;
- (iii) Either the Employee or Employees may authorise a workplace representative named as being covered by the Agreement or another representative of their choice, and the Company may authorise an organisation of its choice or another representative, to refer the matter to the FWC and represent the interests of the Employee or Employees or the Company before FWC in any further proceedings.

5.7 FWC in dealing with the dispute may exercise the following roles and powers:

- (i) FWC must first attempt to resolve the dispute by mediation or conciliation.

For that purpose:

In attempting to resolve the matter FWC shall confer with the parties informally to agree on procedural matters including the manner in which each side will present its case, confidentiality requirements, representation, timing, location and duration of proceedings and any other matters about FWC's role in respect to establishing procedures to resolve the dispute.

In attempting to resolve the matter FWC may help the parties identify and define the matters in dispute and help the parties develop a procedure for resolving the dispute quickly and in a way that avoids unnecessary technicalities and legal forms.

The parties agree that during mediation or conciliation, FWC may if requested and agreed to by both parties discuss the matters in dispute privately with any of the parties to the dispute or their representatives. FWC shall keep confidential the content of any such discussions and shall not convey the content of such discussions unless specifically authorised to do so by the party concerned.

FWC may, if after the preceding steps have been followed and the dispute has not been resolved, and if the parties agree, make suggestions as to what would constitute a reasonable resolution to the

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dispute or any part thereof and provide within a reasonable timeframe a written statement of such suggestions to the parties.

- (ii) If mediation or conciliation fails to resolve the grievance FWC may arbitrate the matter.
 - (iii) Where FWC arbitrates over the dispute, the decision of FWC will bind the parties subject to either party exercising a right of appeal against the decision to the Full Bench of FWC.
 - (iv) Where the dispute is arbitrated, FWC may exercise the powers contained in Division 3 of Part 5.1, Chapter 5 of the *FW Act*.
 - (v) Where the dispute is arbitrated, FWC shall take into account the commercial, operational and economic impact the resolution of the dispute will have on the Company's business or other affected third parties in the decision it makes to resolve the matter.
- 5.8 Where any dispute arises, this process shall be followed and work shall continue normally unless an employee has a reasonable concern about an imminent risk to their health or safety. Where such a concern does arise the Employee or Employees shall perform other work as directed by the Company where such a risk is not present.
- 5.9 The Company or its representative will make themselves available upon the request of the Employee or his or her workplace representative so as to quickly deal with the dispute. However, all parties need to understand that the process of discussion and consultation takes time.
- 5.10 Any outcome reached by the parties (and/or their representatives), or recommendation, decisions or determinations arising from the FWC proceedings must not be inconsistent with the Code for Building and Maintenance work 2016, as varied or in place from time to time. It is further agreed that any conciliation outcome, FWC recommendation or arbitrated decision that may determine the dispute over the Agreement content must not change the integrity of, the intent and/or benefits contained in the Agreement.
- 5.11 The Company will approve paid leave for disputes procedure training per calendar year of up to five (5) days at the Employee's ordinary rate of pay for ordinary hours only for one (1) Employee who is a Workplace Representative nominated by the Employees of this Agreement. The taking of such leave will be arranged so as not to disrupt operational requirements of the Company. Where a bargaining representative named as being covered by this Agreement nominates disputes procedure training, the bargaining representative shall provide at least one (1) months written notice to the Company. The notice to the Company must contain details of the type, content and duration of the training to be attended.

6. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- 6.1 This term applies if the Company:
- (i) 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
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 6.2 Major Change
- For a major change referred to in sub-clause 6.1(i):
- (i) the Company must notify the relevant employees of the decision to introduce the major change; and
 - (ii) sub-clauses 6.3 to 6.9 apply.
- 6.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 6.4 If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 6.5 As soon as practicable after making its decision, the Company must:
- (i) discuss with the relevant employees:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the employees; and
 - (c) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.
- 6.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 6.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 6.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in sub-clause 6.2 (i) and sub-clauses 6.3 and 6.5 are taken not to apply.

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- 6.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 6.10 For a change referred to in sub-clause 6.1(ii):
- (i) the Company must notify the relevant employees of the proposed change; and
 - (ii) sub-clauses 6.11 to 6.14 apply.
- 6.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Company of the identity of the representative;
- the Company must recognise the representative.
- 6.12 As soon as practicable after proposing to introduce the change, the Company must:
- (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion provide to the relevant employees:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the Company reasonably believes will be the effects of the change on the employees; and
 - (c) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) 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).
- 6.13 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

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6.14 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

6.15 In this term:

relevant employees means the employees who may be affected by a change referred to in sub-clause 6.1.

7. AGREEMENT FLEXIBILITY

7.1 The Company 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:

- (i) the agreement deals with one or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leaving loading; and
- (ii) the arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters mentioned in 7.1 (i) above; and
- (iii) the arrangement is genuinely agreed to by the Company and Employee.

7.2 The Company must ensure that the terms of the individual flexibility arrangement:

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

7.3 The Company must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of the Company and Employee; and
- (iii) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (iv) includes details of:
 - (a) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) 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
- (v) states the day on which the arrangement commences.

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- 7.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The Company or Employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Company and Employee agree in writing at any time.

8. CONTRACT OF EMPLOYMENT

8.1 Employment Categories

- (i) Full time and Part time Employment.

Employment will be offered to Employees on a full-time, part time or casual basis. Unless an Employee is specifically employed as a casual Employee or part time Employee, the Employee shall be deemed to be employed on a full time basis. A full time Employee is an employee who is engaged to work an average of thirty-six (36) Ordinary Hours per week.

A full time or part time Employee will be required to serve a probationary period of twelve (12) weeks for the purpose of the Company and the Employee determining the Employee's suitability for the job. This clause has no effect on the minimum employment period for the purposes of the FW Act.

Either party may notify its intention to terminate an Employee's employment at any time during, or at the end of the probationary period by either the Employee or the Company giving one (1) week's notice of termination in writing to the other party. The Company may pay one (1) week's pay in lieu of notice.

- (ii) Casual Employment

A casual Employee is one engaged and paid as such by the Company.

A casual Employee, for working ordinary hours only, shall be paid the Ordinary Hourly Rate for the work performed, plus a loading of 25%. Casual loading is not applicable to overtime.

The casual loading is paid to casual Employees in lieu of notice of termination, redundancy pay, annual leave, personal/carer's leave, payment for public holidays not worked or other paid absences.

Termination of employment for Employees engaged as casuals shall require one (1) hour's notice by the Company or the Employee given at any time during the week or the payment or forfeiture of one (1) hour's ordinary wages, as the case may be.

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8.2 Casual conversion to full-time employment

- (i) A casual Employee, other than an Irregular Casual Employee, who has been engaged by the Company 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 the Company 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 the Company 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 the Company.
- (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.

8.3 Termination of Employment

- (i) In order to terminate the employment of an Employee other than a casual Employee the Company shall give the Employee the following period of notice in accordance with the *FW Act*.

Employees period of continuous service with the Company:	Period of Notice:
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

The period of notice to be given by the Company shall increase by one (1) week if the Employee is over 45 years old at the time of the giving of notice and has completed at least two (2) years of continuous service with the Company.

The Company may terminate an employee's employment by paying the employee in lieu of the notice provided for in this sub-clause. Payment in lieu of notice shall be calculated in accordance with the *FW Act*.

- (ii) The notice of termination required to be given by an Employee other than a casual Employee shall be one (1) week unless otherwise agreed between the Company and the Employee.

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- (iii) If an Employee fails to give the required notice or having given such notice, leaves before the notice expires, the Employee forfeits the entitlement to any monies owing to the Employee under this Agreement, except to the extent that those monies exceed the ordinary wages for the prescribed period of notice.
- 8.4 The Company shall have the right to deduct payment for any day an Employee cannot be usefully employed because of a strike or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible, having reviewed and having no reasonable alternative work available.
- 8.5 Despite sub-clause 8.3 above, the Company has the right to dismiss, at any time and without notice, an Employee because of the Employee's serious or wilful misconduct, in which case the Employee shall be paid all wages due up to the time of dismissal only.
- 8.6 The Company shall be under no obligation to pay for any day not worked upon which the Employee is required to present for duty, except for authorised absences from work for which the employee has an entitlement to be paid pursuant to this Agreement.
- 8.7 Subject to the applicable legislation, it is agreed that in the event of an Employee's employment being terminated for any reason, any monies advanced to the Employee by the Company shall be recovered by the Company from any accrued entitlements owing to the Employee.
- 8.8 The absence of any Employee from work for a continuous period exceeding three (3) working days without the consent of the Company or without notification to the Company, shall be sufficient evidence that the Employee has abandoned his/her employment. This will be treated as misconduct and may result in termination of employment (subject to the NES).
- 8.9 The Company 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 the Company's responsibility to provide a safe and healthy working environment.
- 8.10 An employee engaged for more than two hours during one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the whole day.
- 8.11 The Employee shall undertake training at the Company's direction aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company.
- 8.12 This Agreement is supported by policies and procedures of the Company, which provide guidelines for the fair and efficient administration of the employment relationship. The Company may be required to alter and amend these policies and procedures, which are deemed appropriate to regulate the conduct of Employees. Employees undertake to comply with such policies, procedures as may be in force from time to time. These policies are not incorporated in, and do not form part of this Agreement.

- 8.13 Employees shall be paid by electronic funds transfer of funds into an account nominated by the Employee with a bank or other financial institution recognised by the Company. In the event that the Employee refuses to nominate such an account or closes such account, the Company may pay such monies to an account, in the name of the employee, nominated by the Company.
- 8.14 The Company is actively involved in ensuring any injured Employee is rehabilitated back to the workforce at the first reasonable opportunity. To ensure this policy is maintained Employees, who suffer an injury, may be required to consult a Company nominated doctor. This provision will in no way prevent an Employee from consulting and being treated by his/her own personal doctor in the first instance.

9. INCOME PROTECTION

The Company shall provide permanent and casual Employees with Income Protection Insurance (IP) until the expiry of this Agreement. This insurance shall be sought through Protect or another provider providing equivalent benefits. The employer will not be required to contribute greater than a net amount (including GST and stamp duty) of \$40.00 per week for the life of this Agreement, per Employee covered by this Agreement being for the premium for the insurance.

10. ANNUAL LEAVE

- 10.1 The provisions relating to annual leave and how and when an Employee may take annual leave will be in accordance with the *FW Act*.
- 10.2 An Employee qualifies for the shift worker annual leave entitlement (one (1) additional week) under the *FW Act* if the Employee:
- (i) is employed in an enterprise in which shifts are continuously rostered twenty four (24) hours a day for seven (7) days a week; and
 - (ii) is regularly rostered to work those shifts; and
 - (iii) regularly works on Sundays and Public Holidays; or
 - (iv) the Employee is in a class of Employees prescribed by the Regulations as shift workers for the purposes of the *FW Act*.
- 10.3 However, an Employee referred to in sub-clause 10.2 of this Agreement does not qualify for the shift worker annual leave entitlement if the Employee is in a class of Employees prescribed by the regulations as not being qualified for that entitlement.
- 10.4 Without limiting the way in which a class may be described for the purposes of sub-clause 10.2 and sub-clause 10.3 of this Agreement, the class may be described by reference to one or more of the following:
- (i) a particular industry or part of an industry;
 - (ii) a particular kind of work; or

- (iii) a particular type of employment.
- 10.5 Subject to sub-clause 10.6 hereof, an Employee shall, where applicable, have the amount of wages to be received for annual leave calculated at the rate of pay applicable to the Employee prescribed in clause 22.1 of this Agreement.
- 10.6 In addition to the payment prescribed in sub-clause 10.5 hereof an Employee shall receive a 17.5% loading calculated on the rate of wage prescribed in that sub-clause. This loading is paid in lieu of the shift allowance prescribed in clause 19.
- 10.7 The loading referred to in sub-clause 10.6 shall apply to proportionate leave on termination.
- 10.8 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 (i.e. the leave is increased by one (1) day for each public holiday).
- 10.9 At the time of termination of the employment of an Employee, all untaken accrued annual leave shall be paid out to the employee.
- 10.10 Subject to the *FW Act*, any authorisation given by the Company 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.
- 10.11 An Employee must take an amount of annual leave during a particular period if the Employee is directed to do so by the Company because, during that period, the Company closes down the business in which the Employee works for the purposes of allowing annual leave to be taken; and at least that amount of annual leave is credited to the Employee. The Company shall give the Employee at least one (1) month's notice of its intention to do so.
- 10.12 If an Employee has in excess of four (4) weeks accrued annual leave, they may elect to cash out any part of the amount exceeding four (4) weeks, but only with the written agreement of the Company. For all leave cashed out under this clause, the Employee will be paid the full amount that the Employee would have received had the leave not been forgone.

11. PUBLIC HOLIDAYS

- 11.1 An Employee, other than a casual Employee, will be entitled to the following holidays, without deduction of pay. Provided that, if any other day is generally observed in a locality as a substitute for any of the said holidays, the day so substituted shall be observed:

New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Birthday of the Sovereign, Labour Day, Christmas Day, Boxing Day, and WA Day.

- (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next succeeding Monday.

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- (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next succeeding Monday or Tuesday.
 - (iii) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
 - (iv) When Anzac Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 11.2 By agreement between the Company and the majority of Employees, other days may be substituted for any of the days set out in this clause. Where the day is substituted, the substituted day shall be a holiday without deduction of pay and for the purposes of this Agreement the day for which it is substituted shall not be a holiday.
- 11.3 The Company may require an Employee to work on a public Holiday, subject to the *FW Act*. All work performed on any of the days prescribed in this clause, or substituted in lieu thereof, shall be paid for at the overtime rate of double time and a half. Casual employees working on a public holiday are entitled to be paid a double time and a half based on the Ordinary Hourly Rate, and are not entitled to casual loading.
- 11.4 Payment for a public holiday not worked shall be at the Ordinary Hourly Rate per day.

12. PERSONAL/CARER'S LEAVE

- 12.1 Subject to sub-clauses 12.2, 12.3 and 12.4, all Employees (except casual Employees) will receive paid and unpaid personal sick and carer's leave in accordance with the *FW Act*. Casual Employees are entitled to unpaid personal / carer's leave in accordance with the *FW Act*.
- 12.2 To be entitled to personal sick or carer's leave, an Employee must provide the Company with documentary evidence in relation to the period of sick leave either in the form of a medical certificate from a registered medical practitioner or if that is not reasonably practicable a statutory declaration by the Employee. The documentation must be provided to the Company as soon as reasonably practicable. Each Employee shall be allowed two (2) single personal/carers' leave absences in any calendar year, without the requirement to provide documentary evidence. However Employees are still required to provide notification of all absences as soon as practicable and advise the expected period of the absence and, if required, must satisfy the Company that they are taking the leave for a reason permissible under the *FW Act*.
- 12.3 (i) To be entitled to payment for personal leave, an Employee must provide documentary evidence as follows:
- (a) A medical certificate from a registered medical practitioner if it is reasonably practicable to do so; or
 - (b) If not - a statutory declaration.

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- 12.4 To be entitled to payment for carer's leave, an Employee must provide documentary evidence as follows:
- (i) If care or support is required because of a personal illness, or injury, to a member of the Employee's immediate family or household - a medical certificate from a registered medical practitioner, or a statutory declaration made by the Employee; or
 - (iii) If the care or support is required because of an unexpected emergency affecting a member of the Employee's immediate family or household - a statutory declaration made by the Employee.
 - (iii) The documentation must include a statement to the effect that the Employee requires (or required) leave during the period to provided care or support to the family member because the family member requires (or required) care of support during the period because of a personal injury, illness of the family member, or an unexpected emergency effecting the family member.
- 12.5 Except due to circumstances beyond the Employee's control, to be entitled to personal leave, an Employee must notify or have notified the Company (i.e. their immediate Supervisor) as soon as reasonably practicable of their inability to attend work because of personal injury or illness (or inability to attend work because of personal illness, or injury, to a member of the Employee's immediate family or household) and the estimated duration of the absence.
- 12.6 If it is not practicable for the Employee to provide prior notice of a personal leave absence, the Employee must notify his or her immediate Supervisor by telephone at the first opportunity.

13. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 13.1 This clause applies to all Employees, including casuals.
- 13.2 Definitions
- (i) 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.

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.
 - (ii) A reference to a spouse or de facto partner in the definition of family member in sub-clause 13.2 (i) includes a former spouse or de factor partner.

13.3 Entitlement to paid leave

An employee is entitled to 10 days' paid leave in a 12 month period to deal with family and domestic violence, as follows:

- (i) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (ii) the leave does not accumulate from year to year; and
- (iii) 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 the Employer.

Note 2 Company and Employee may agree that the Employee may take further unpaid leave to deal with family and domestic violence.

13.4 Taking family and domestic violence leave

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

- (i) is experiencing family and domestic violence; and
- (ii) 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.

13.5 Service and continuity

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.

13.6 Notice and evidence requirements

(i) Notice

An Employee must give Company notice of the taking of leave by the Employee under sub-clause 13.4. The notice:

- (a) must be given to Company as soon as practicable (which may be a time after the leave has started); and
- (b) must advise Company of the period, or expected period, of the leave.

(ii) Evidence

An Employee who has given Company notice of the taking of leave under sub-clause 13.6(i) 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 13.4.

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.

13.7 Confidentiality

- (i) Company must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under sub-clause 13.6 (ii) is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in sub-clause 13.6 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.

13.8 Compliance

An Employee is not entitled to take leave under sub-clause 13.4 unless the Employee complies with sub-clause 13.6.

14. OTHER LEAVE AND FLEXIBLE WORKING ARRANGEMENTS

- 14.1 Employees are entitled to other forms of leave and a right to request flexible working arrangements, including compassionate leave, community service leave and parental leave, in accordance with, and subject to the *FW Act*.
- 14.2 Employees who wish to apply for parental leave are encouraged to refer to the National Employment Standards and UGL Policy, and seek advice from the People and Culture function.
- 14.3 For the purposes of compassionate leave, an Employee must provide:
 - (i) The Company with evidence to satisfy a reasonable person of the illness, injury or death;
 - (ii) The Company may require Employees to provide proof to satisfy a reasonable person of the relationship between the Employee and the person in respect of whom compassionate leave is being taken;
 - (iii) Employees must also advise the Company as soon as reasonably practical of their intention to take compassionate leave. Whenever possible Employees should advise the Company at least three (3) hours prior to the commencement of their roster and indicate the expected duration of their absence.

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- 14.4 Where Employees (other than casual Employees) are entitled to compassionate leave they will be paid the amount they would have reasonably expected to be paid had they worked during that period.
- 14.5 For the purposes of an Employee who may be absent from their employment for a period because they are engaged in an eligible community service activity under the *FW Act*, an Employee must provide the Company with evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaged in an eligible community service activity.
- 14.6 For the purposes of jury service, an Employee must give the Company evidence that would satisfy a reasonable person:
- (i) That the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and
 - (ii) Of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.
- 14.7 If, in accordance with sub clause 14.5 the Company requires the Employee to give the Company the evidence referred to in that sub-clause:
- (i) The Employee is not entitled to payment under the *FW Act* unless the Employee provides the evidence; and
 - (ii) If the Employee provides the evidence – the amount payable to the Employee under the *FW Act* is reduced by the total amount of jury service pay that has been paid, or is payable, to the Employee, as disclosed in the evidence.
- 14.8 The Company shall recognise a nominated Employee Safety Representative nominated for the purpose of this Agreement. An Employee Safety Representative will be afforded up to 5 days per annum for training as an employee representative and will be paid their ordinary time for such training provided the company receives at least 2 weeks' notice of the training.

15. LONG SERVICE LEAVE

Long service leave will be provided to the Employee in accordance with the provisions of the *Construction Industry Portable Paid Long Service Leave Act 1985*.

16. SUPERANNUATION

- 16.1 The Company shall contribute a weekly superannuation payment as prescribed by the Superannuation Guarantee (Administration) Act 1992 on behalf of its Employees. This contribution shall be made to the C+Bus Superannuation Fund or any other complying superannuation fund that provides for “My Super” options.
- 16.2 The earnings of the Employee by reference to which the requisite Company contribution is to be calculated (and hence which are the notional earnings

base of the Employee) are based on the following ordinary hours wages components where applicable:

- (i) Ordinary wages as per sub clause 22.1 of this Agreement;
- (ii) Shift loading where the shift worked is part of the Employee's ordinary hours of work;
- (iii) Leading hand allowance & Austel Allowance;
- (iv) SMF Allowance as per sub-clause 22.7 of this Agreement;
- (v) Travel and Site Allowance prescribed in clauses 22.6 and 22.8 of this Agreement in which ordinary hours are worked.
- (vi) Rope Access Allowance as per sub-clause 22.9 of this Agreement.

All other allowances and payments in this Agreement are excluded.

- 16.3 Employees may elect to make additional personal contributions. For example employees may elect to have the wage increases under clause 22.1 paid into their nominated superannuation fund in lieu of receiving the increase in their pay. Employees wishing to make changes to their superannuation arrangements should seek independent financial advice regarding their individual circumstances. Additional superannuation contributions can be arranged by contacting the payroll department.

17. HOURS OF WORK

17.1 Ordinary Hours

- (i) Ordinary hours for a full time Employee will average thirty six (36) per week over a defined work cycle and except in the case of shift employees are to be worked Monday to Friday between 6.00am and 6.00pm as required by the Company. This may include the working of up to 10 ordinary hours per day at the Ordinary Hourly Rate to facilitate revised rosters. Any changes to Employees working roster shall be in accordance with the consultation arrangements in Clause 6.
- (ii) The ordinary hours of work of an Employee pursuant to this Agreement (i.e. 36 hours per week) are the "specified hours" which the employee is employed to work by reference to which annual leave and personal or carer's leave accrue.
- (iii) In order to facilitate the current roster averaging thirty-six (36) hour week, the daily ordinary hours of work at the Alcoa Refineries shall be eight (8) hours per day for five (5) days a week. 0.8 hours a day shall accrue towards the Rostered Day Off (RDO). Overtime rates of pay shall apply only to any hours worked in excess of eight (8) hours in any day Monday to Friday.
- (iv) The ordinary hours of work on any particular day shall be consecutive except for an unpaid meal break which shall not exceed half an hour.
- (v) The daily work schedule shall be:

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7:00am	Commencement of work
9:30am - 9:45am	Rest Period
12:30pm - 1:00pm	Lunch Break, unpaid

The Company may need to amend the above work schedule from time to time to suit operational requirements. Where this occurs discussions will be held with employees affected prior to implementation of an amended work schedule.

Should the lunch break commencement be delayed on any day due to unforeseen, emergency or work circumstances, such delay will be via agreement with the employees involved.

- (vi) A maximum of five (5) minutes is allowed before an Employee finishes his/her workday for the purpose of securing tools and clean-up of the workplace.
 - (vii) Under the current roster which includes RDO accrual as defined in Clause 17.1 (iii) above, the total daily ordinary time paid from commencement to completion of work is 7.2 hours.
 - (viii) Lunch and rest periods may be taken as has been the custom and practice, being staggered or altered by management in order to meet operational requirements.
 - (ix) It is agreed that all Employees will be dressed and ready to start work at their normal start time at the designated workplace and work will finish at their normal finish time and place. On construction work the workplace shall be deemed to be the nearest the Company compound or crib room.
 - (x) The Company may amend an Employee's ordinary hours and select the method of implementation of ordinary hours to suit operational requirements.
 - (xi) An Employee shall present him or herself for duty and remain on duty during the ordinary hours of work.
 - (xii) The Company shall be under no obligation to pay for any hours not worked during those ordinary hours unless it is an authorised absence in accordance with this Agreement or an instruction from the Company that the employee may leave site without loss of pay.
 - (xiii) The length of the working day may vary depending upon particular requirements of the work to be performed during Shutdowns and Turnarounds. For Shutdowns and Turnarounds. Employees shall be expected to work between ten (10) and twelve (12) hours per day on either day work or shift work.
- 17.2 Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing no later than 8.00 am on Saturday of that week, shall be deemed to have been worked in ordinary working hours.

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17.3 Rostered Days Off (RDO) (Where Applicable)

- (i) The first 7.2 hours of each day, Monday to Friday, shall be ordinary time and the next 0.8 hours, also at ordinary time, shall accrue as an entitlement for rostered days off.
- (ii) The RDO's shall be taken at a time mutually agreed between the Employee and his/her supervisor. Employees shall request his/her RDO from their Supervisor. Should the RDO requested not be suitable to the supervisor, a day and date shall be agreed within seven days of the request by the Employee. It is agreed that the Company and Employees will maintain flexibility in the planning and taking of RDO's to cover work requirements where such an inconsistency arises.
- (iii) RDO's may be accrued to a maximum of fifteen (15) days. Where an Employees' accrual exceeds fifteen (15) days, these RDO's will be paid out on a monthly basis.
- (iv) RDO's shall be taken in accordance with the above and will not be paid out in lieu, except where the maximum number of accrued RDO's is exceeded.
- (v) It is intended that the continuation of RDO's as part of this Agreement will assist Employees to pursue personal/family activities (that require business operating hours).
- (vi) The same day off shall not be allowed for all or the majority of Employees.
- (vii) To allow the Company to provide a service of continuous availability of labour at short notice it is not intended that all or a majority of Employees take the same day off therefore stopping or seriously inhibiting production.
- (viii) Each day of paid leave taken and any public holiday occurring during the employment period shall be regarded as a day worked for RDO accrual purposes. To avoid doubt, workers' compensation does not count as paid leave and no accrual of RDO's occurs in respect of any absence while on workers compensation.

17.4 Rest and Meal Breaks

- (i) Employees engaged on work to which this Agreement applies, who work Monday to Friday, inclusive, shall be entitled to one (1) rest period of fifteen (10) minutes each morning.
- (ii) These rest periods shall be without deduction of pay.

18. OVERTIME

- 18.1 The provisions of this clause apply to day workers. Under the current roster arrangements, except as otherwise provided in this clause, all time worked by a day worker in excess of eight (8) hours per day shall be paid for at one and a half (1.5) times the Ordinary Hourly Rate of pay for the first two (2) hours and at double the Ordinary Hourly Rate of pay for all time thereafter. In

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accordance with Clause 17.1(i) employees may be required to work up to 10 ordinary hours per day at the Ordinary Hourly Rate to facilitate revised rosters.

- 18.2 For the purpose of computing overtime under this clause, each day's work shall stand alone.
- 18.3 The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a public holiday prescribed under this Agreement for any work. Casual employees working overtime are paid overtime rates based on the Ordinary Hourly Rate, i.e. casual loading does not apply to overtime.
- 18.4 Overtime worked prior to 12 noon on a Saturday shall be paid for at the rate of time and one half for the first two (2) hours and double time thereafter.
- All overtime worked after 12 noon on a Saturday shall be paid for at the rate of double the Ordinary Hourly Rate.
- 18.5 Work done on Sundays shall be paid for at the rate of double the Ordinary Hourly Rate.
- 18.6 An Employee who works on a Saturday, Sunday or holiday shall be paid at least four (4) hours at the appropriate overtime rate.
- 18.7 When an Employee is instructed by the Company to hold in readiness at the Employee's place of residence or other agreed place of residence for a call to work after ordinary hours, the employee shall be paid at the Ordinary Hourly Rate for the time so held in readiness.
- 18.8 Subject to the provisions of sub-clause 18.9, an Employee required to work overtime for more than two hours shall be supplied with a meal by the employer or be paid \$11.00 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required, the employee shall be supplied with each such meal by the Company or be paid \$11.00 for each meal so required.
- 18.9 The provisions of sub-clause 18.8 do not apply in respect of any period of overtime for which the Employee has been notified of the requirement on the previous day or earlier.
- 18.10 When overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days.

An Employee who works so much overtime between the termination of his work on one day and the commencement of his ordinary work on the next day so that he has not had at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the Company, such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, he/she shall be paid at the double time rate until he/she is released from duty

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for such period and he/she shall then be entitled to be absent until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 18.11 The Company may require any Employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 18.12 An employee organisation, a bargaining representative covered by this Agreement, or Employee or Employees covered by this Agreement, shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon working overtime in accordance with the requirements of this sub-clause.
- 18.13 If a dispute resulting from the application or allocation of overtime arises, it will be dealt with pursuant to clause 5 of this Agreement.
- 18.14 The Company may withdraw the structured overtime without notice in the case of any unauthorised absence or industrial action. Industrial action shall include strikes, bans, limitations or other form of industrial restriction.
- 18.15 Overtime may be worked on an RDO weekend as required by the Company. The Company will endeavour to give Employees who are required to work on a RDO weekend such prior notice as is reasonable in all the circumstances.

19. SHIFT WORK

- 19.1 For the purpose of this clause "Afternoon/Night Shift" shall mean a shift on which the majority of ordinary hours are worked after 6:00pm.
- 19.2 The Company has the right to direct Employees to work shift work as required and the Employees shall work the shift work as directed. Shift work will be worked and paid for in accordance with this clause.
- 19.3 Shift work is deemed to be any arrangement of working hours where the majority of the ordinary hours are worked outside of the spread of hours specified in sub-clause 17.1(i) hereof and when Employees are working as such.
- 19.4 Except for operational reasons where a shorter period of notice is required, an employee shall be given at least twenty-four (24) hours notice of the requirement to work on shift.
- 19.5 (i) Where any particular process is carried out on shifts other than day shift, and less than five (5) consecutive afternoon or five (5) consecutive night shifts are worked on that process, then Employees employed on such afternoon or night shifts shall be paid at overtime rates.

Provided that where the ordinary hours of work normally worked in the workplace are worked less than five (5) days then the provisions of sub-clause 19.5(i) shall be as if four (4) consecutive shifts were substituted for five (5) consecutive shifts.

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- (ii) The sequence of work shall not be deemed to be broken under the preceding sub-clause, by reason of the fact that work on the process is carried out on a Saturday or Sunday, or on any other day that the Company observes a shutdown for the purpose of allowing a thirty six (36) hour week or on any public holiday.
- 19.6 The ordinary hours on each afternoon/night shift will include a paid meal break not exceeding twenty (20) minutes. The Company may stagger the time of taking a meal break to meet operational requirements.
- 19.7 A shift Employee, in addition to their Ordinary Hourly Rate, shall be paid per shift of eight (8) hours, a loading of twenty five (25) per cent for shift work. Shift hours in excess of eight (8) hours will be paid at the rate of time and a half for the first two hours and double time thereafter based on the Employees' Ordinary Hourly Rate (excluding shift loading and casual loading).

20. REDUNDANCY/SEVERANCE

- 20.1 Subject to sub-clause 20.3, in addition to the period of notice prescribed for termination in clause 8 of this Agreement, an Employee (other than an exempt Employee as defined in Part 2-2 Division 11 - Subdivision C of the FW Act) whose employment is terminated due to their position being made redundant will be entitled to an amount of redundancy pay prescribed by the FW Act in respect to the applicable period of continuous service below:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and over	12 weeks

- 20.2 In addition to the period of notice prescribed at clause 8.3(i) of this Agreement, an employee, other than a casual employee, shall be entitled to a severance payment. This severance payment will be forwarded to the Protect industry scheme on behalf of the Employee.

- 20.3 (i) Severance Payment

An Employee shall be entitled to a severance payment in circumstances in which an Employee ceases to be employed by the Company under this Agreement other than for reason of misconduct. In such circumstances an Employee shall receive a severance payment, calculated as follows in respect of each Completed Week of Service (as defined in sub clause 20.3 (ii) of this clause) with the Company:

- (a) Employees shall accrue 1.75 hours of the relevant ordinary hourly rate of pay prescribed in clause 22.1 of this Agreement for each Completed Week of Service under this Agreement to the 31st December 2009.
- (b) Employees shall accrue two (2) hours at the relevant ordinary hourly rate of pay prescribed in clause 22.1 of this Agreement for each Completed Week of Service under this Agreement from the date of commencement for the duration of this Agreement. To remove all doubt Employees during the term of this Agreement shall accrue two (2) hours of the relevant ordinary hourly rate of pay prescribed in clause 22.1 of this Agreement for each completed week of Service.

(ii) Definition of Service

For the purposes of this clause, a Completed Week of Service shall include, time not worked due to annual leave, personal leave, compassionate leave, community service or jury service, public holidays, RDO's, workers' compensation to a maximum of two (2) weeks, and approved unpaid leave, but not unauthorised leave, unauthorised absences, strikes, bans or limitations on work.

- 20.4 Where an Employee whose employment is terminated on the grounds of redundancy and that Employee is entitled to a severance payment prescribed in sub-clause 20.3 where such severance payment made to or on behalf of the Employee during their employment is less than the redundancy pay under the FW Act, the Employee shall receive the difference between those severance payments and the redundancy payment under the FW Act.

21. WORK PRACTICES AND EFFICIENCIES

The following strategies have been established with regard to the aims and objectives of this Agreement and form the basis of entitlement to the rates of pay specified in clause 22 of this Agreement.

21.1 Personal/Carer's Leave/Absenteeism

The parties to this Agreement recognise that the continued viability of the Company's operations is dependent on workforce and management commitment to the organisation. All employees will therefore, where possible, and subject to any legislative requirements, reduce absent/personal/carers' leave days taken.

Target: The target for this Agreement is that average personal/carers' leave taken should be not more than 50% of the personal/carers leave entitlement under the *FW Act*.

21.2 Rostered Days Off (RDO's)

The RDO's shall be taken in accordance with sub-clause 17.3 of this Agreement at a time mutually agreed between the employee and his/her supervisor.

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Target: The target for this Agreement is to allow the Company to provide a service of continuous availability of labour at short notice. It is not intended that all or a majority of employees take the same day off therefore stopping or seriously inhibiting production.

21.3 Workforce Flexibility

- (i) In the interests of developing a more highly skilled and flexible workforce and removing restrictive demarcation barriers from the workplace, employees shall carry out all directions and duties that are within the scope of their skill and capability, ensuring the safety and quality requirements of the job are maintained.
- (ii) Staff to assist wages employees where practicable - Engineering, commissioning and supervisory staff may use tools when carrying out inspections, testing equipment or instructing/training employees provided that this action does not attempt to replace the jobs of employees covered by this Agreement.

Target: To provide flexible service to Alcoa that allows for increased job satisfaction and associated improvements in productivity.

21.4 Self-Supervision

In keeping with the overall aims and objectives of this Agreement, and as a reflection of the Company's faith in the ability and dedication of its employees, it is a fundamental aim of this Agreement to promote the concept of self-supervision within its workforce.

Employees are to be encouraged to use their initiative and self-discipline to ensure that their work is completed with as little supervision as possible. Employees shall also be encouraged to contribute ideas for productivity and efficiency enhancements and participate in decision making processes via the monitoring committee, as well as suggestion boxes and direct communications.

Employees should at all times share with management a sense of responsibility for safety and quality of work at the workplace. A culture of dual commitment and responsibility is essential for the long term viability of the Company's operations and for optimal job satisfaction, safety and personal development.

21.5 Workload fluctuations

In an effort to enhance the flexibility and efficiency of the Company's Alcoa operations, a number of avenues have been identified by which to improve handling of fluctuations in workload so as to minimise any necessary reductions in the workforce. Some of these avenues have been reflected throughout this Agreement and this sub-clause specifically addresses the use of annual leave accruals.

Target: In order that annual leave be used as a mechanism to provide flexibility as well as a break for employees, management and individual employees shall endeavour to schedule annual leave at a

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time that is mutually suitable to both parties. Where employees have more than four (4) weeks accumulated annual leave, then the employer can request that part or all of the excess be taken provided it is a minimum of one (1) week and also that prior agreement had not been reached as to accumulating leave for special reasons.

Where prior agreement has been reached, it will be confirmed in writing with copies kept on the employee's personnel file.

21.6 Maintenance of Workplace

Target: All Employees are committed to ensure their workplace is maintained in a clean and safe condition.

21.7 Footwear

It is agreed that Employees who have been issued with safety footwear will have such safety footwear replaced on a fair wear and tear basis. There shall be no automatic re-issue of footwear where an Employee is placed on a new site.

21.8 Uniforms and Clothing

It is agreed that Employees issued with the Company uniforms and clothing shall wear such items during all work hours and each Employee shall maintain his/her uniform in a condition acceptable to the Company.

It is agreed the Employees who have been issued with clothing will have such uniforms/clothing replaced on a fair wear and tear basis. There shall be no automatic re-issue of clothing where an employee is placed on a new site.

Employees who are required to work in an area where arc flash hazards are known to exist will be provided with, and will be required to wear, flame retardant clothing provided by the Company. Employees will be issued with three sets of such clothing which will be replaced on a fair wear and tear basis.

21.9 Bluey Jackets

Permanent Employees shall be entitled to be issued with one bluey jacket to the value of \$40.00 during the winter months (May to September), once every two years. The bluey jackets are to be replaced on fair wear and tear basis, and the Company will place orders for such jackets in March of each year as required.

Employees who have received an equivalent Bluey Jacket from the Company within the last two (2) years on another site will be treated as if they received it at the Alcoa sites. New employees may be required to wait up to four (4) weeks for their initial issue, as with their other clothing.

21.10 Care of the Company's Property

- (i) It is agreed that Employees will treat all the Company's property; plant and equipment with due care and respect to ensure replacement

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is kept to a minimum. All property, plant and equipment shall be returned to the designated storage area each day.

- (ii) It is agreed that all Employees are committed to reducing the cost of maintenance and minimising theft and time spent looking for equipment not returned to its designated storage area.

21.11 Company Vehicles

Where an Employee is provided the use of a Company vehicle to conduct Company business that Employee shall ensure that:

- (i) The vehicle is kept clean and free of rubbish;
- (ii) The vehicle's oil and fuel requirements are regularly checked to maintain the vehicle in a ready-for-use condition; and
- (iii) Any defects that come to the Employee's attention are reported to the Company immediately.

21.12 Care Of Consumables

It is agreed that all Employees shall ensure maximum usage of materials and consumables is achieved and will exercise due care and precaution to prevent wastage. All Employees are committed to identifying further ways in which wastage can be reduced.

21.13 Quality Management

It is agreed that Employees shall co-operate fully with the development and implementation of the Company's Quality Management Systems and procedures, and will continually strive to improve the quality of the products and services supplied by the Company. Employees are committed to reduce rework and complete tasks the first time, and eliminate the need to return to finish incomplete work.

21.14 Time Sheets and Day Labour Sheets

- (i) It is agreed that Employees will punctually and correctly fill of time sheets for each pay period.
- (ii) It is agreed that where required by the Company's operating procedures e.g. service work and day works, employees shall promptly and correctly fill out the Company's Day Labour Sheets.

21.15 Co-Operation Between Employees and Supervisors

- (i) It is, agreed that Employees shall assist in the management of efficiency and production of sites by advising the supervisory staff at the earliest available opportunity if:
 - (a) It is anticipated that a material shortfall may occur, and if a shortfall does occur;

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- (b) Faulty hand tools are on site;
 - (c) Production is likely to be delayed or is delayed by other trades; and
 - (d) Work is not being carried out in accordance with the specifications, plans or with the SAA Wiring Rules.
- (ii) Employees will take an active role to ensure that sufficient quantities and correct types of materials are available at the job site to maximise time at the workplace.
 - (iii) Employees will take an active role in care and maintenance of the workplace to eliminate safety hazards.

21.16 Use of Expertise and Duties

- (i) It is agreed that Employees who have undertaken the appropriate training or obtained the appropriate license to operate plant and equipment, such as cherry pickers, boom lifts and hiab trucks, will exercise these skills or use such licenses when required to by the Company.
- (ii) Employees' duties shall include any work for which the Employee has requisite qualifications required in connection with the Electrical Contracting Industry.

21.17 Inclement Weather (Wet or Hot)

- (i) Where an Employee is affected by inclement weather the Employee shall comply with the Company's instructions to either:-
 - (a) Continue work when the area in which the Employee is working is not affected by the inclement weather; or
 - (b) Accept a transfer to work in an area of the site not affected by the inclement weather; or
 - (c) Accept a transfer from one site to another site not affected by the inclement weather; or
 - (d) Participate in suitable alternative activities (e.g. Toolbox meetings, safety briefings or information sessions) provided that when it is raining, those activities are held under cover; or
 - (e) Leave the site without loss of pay.
- (ii) Where the Company requires an Employee to traverse open ground the Company will provide the Employee with protective clothing. Such clothing will remain the property of the Company and shall be returned to the Company, Employees shall take reasonable care of the clothing and pay the cost of its replacement if lost or damaged due to an Employee's negligence.

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- (iii) An Employee shall not be affected by inclement weather unless by virtue of the weather conditions it is not reasonable and it is not safe for work to continue.
- (iv) An Employee who does not comply with the Company instructions shall forfeit wages for time not worked.

21.18 Movement of Material

It is agreed that Employees will, where reasonable safe to do so and in compliance with Worksafe WA requirements, load and unload materials, plant and equipment from delivery vehicles and move such materials, plant and equipment as required without impediment.

21.19 New Technology

It is agreed that Employees will fully utilise all new technological advances implemented by including, but not limited to, technological advances in relation to materials, methods, plant and equipment.

21.20 Work on Ladders

It is agreed that Employees will work on ladders where they are required to do so.

21.21 Client Satisfaction

- (i) The Employees will take an active role in ensuring client satisfaction and acknowledge that client relationships are important to the growth of and its ability to offer continuing employment to its Employees.
- (ii) All Employees agree to treat customers with courtesy and respect and to consider the customers interests in their actions.
- (iii) The Company and its Employees recognise that a commitment to complete the project work on time and on budget is essential to the ongoing viability of the Company and the prospects of long term employment of Employees.

22. RATES OF PAY

- 22.1 The following shall be the wages structure for employees covered by this Agreement:

CLASSIFICATION	ORDINARY HOURLY RATE
Foreperson	\$55.95
Electronics Tradesperson	\$59.14
Electrician Special Class	\$53.33
Instrument Fitter/Electrician Grade 2	\$54.08
Instrument Fitter/Electrician Grade 1	\$53.16
Electrician	\$51.00
Tradesperson	\$51.00
Unlicensed Tradesperson	\$46.93
Cable Jinter	\$51.00
Electrical Assistant	\$43.04
Linesperson Grade 1	\$51.00

The Ordinary Hourly Rates listed in the above table are effective from Successful Ballot. Further increases during the life of this Agreement will be as follows:

- 1st Anniversary of Commencement – 3.0%
- 2nd Anniversary of Commencement - 2.8%

- 22.2 The above wage rates are inclusive of all components that would otherwise make up the all-purpose wage rate including the base rate, Licence Allowance, Tool Allowance, Safety Footwear (Boot) Allowance and Grievance and Special Allowance.

- 22.3 Apprentices shall be paid a percentage of the Electrical Fitter/Mechanic rate prescribed in sub-clause 22.1 of this Agreement. Adult apprentices shall be paid a percentage of the electrical fitter's rate for a third year apprentice on a four year term for the three years of an apprenticeship. The wage rate applicable to a fourth year apprentice shall apply in the final year. In the case of a three and a half year term the wage rate shall be that applicable to two and a half years of service for the entirety of the two and a half years and then the wage rate applicable to a final year apprentice for the final year. In the case of a three year term the wage rate shall be that applicable to a second year apprentice for the first two years and then the wage rate applicable to a third year apprentice in the final year.

The wage rate applicable to an apprentice will be payable on holidays, during annual leave, sick leave, long service leave and any other leave prescribed in this Agreement. Where this Agreement an additional rate is prescribed for

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any work as a percentage, fraction, multiple of the ordinary rate of pay, it will be calculated upon the rate prescribed in this Agreement for the actual year of apprenticeship.

Percentage

<u>Four year term</u>	<u>%</u>
First year	45
Second year	55
Third year	75
Fourth year	90
<u>Three and a half year term</u>	<u>%</u>
First six months	45
Next year	55
Next following year	75
Final year	90
<u>Three year term</u>	<u>%</u>
First year	55
Second year	75
Third year	90

22.4 Leading Hand Allowance

In addition to the wage rates prescribed in sub-clause 22.1 of this Agreement a leading hand will be paid the allowance prescribed below (plus 25% casual loading where applicable). The Leading Hand Allowance will not be subject to any further adjustment during the period of this Agreement.

Leading Hand Level		Leading Hand Allowance (Per Week)
(i)	If placed in charge of not less than three and not more than ten other Employees	\$37.28
(ii)	If placed in charge of more than ten and not more than twenty Employees	\$57.15
(iii)	If placed in charge of more than twenty Employees	\$73.92

The leading hand allowances listed in the above table will be effective from effective from Successful Ballot. Further increases during the life of this Agreement will be as follows:

- 1st Anniversary of Commencement - 3.0%
- 2nd Anniversary of Commencement - 2.8%

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22.5 Austel Licence

Where an Employee holds an Austel Licence and is required to perform work for which that licence is required, the Employee shall be paid an Austel Allowance of \$5.00 per day up to a maximum of \$25.00 in any one week depending upon the period that such work is undertaken. The allowance shall remain fixed for the duration of this Agreement.

22.6 Electrician Licence Fee Reimbursement

The Company will reimburse fees for Employees who are required to achieve and maintain a professional Electrical Licence, where legislation requires that person to be licensed as an essential requirement of their position.

22.7 Site Allowance

- (i) A site allowance as prescribed in this sub-clause shall be paid for each hour worked on all sites covered by this Agreement.

Date	From Successful Ballot
Site Allowance	\$3.38

- (ii) This allowance is specifically prescribed to cover all disabilities associated with work carried out on all sites.

22.8 SMF Allowance

- (i) A flat allowance per hour will be paid to employees who are handling products containing SMF. This allowance is payable to employees for all hours actually worked under these conditions.

Date	From Successful Ballot
SMF Allowance	\$2.58

22.9 Travel Allowance

Each Employee who is not provided with transport by the Company to travel to and from the job shall be paid as follows:

	From Commencement Travel Allowance (Per Day)
(i) Employees engaged at the Pinjarra Alumina Refinery and residing in the Pinjarra township shall be paid as follows: (ii) Employees engaged at the Wagerup Alumina Refinery and residing in the Waroona township shall be paid as follows:	\$25.38
(iii) Employees other than those provided for in paragraph (i) and (ii) and who travel from a point: Up to 32 km radius from the job site 32 km – 50 km radius from the job site 50 km – 68 km radius from the job site Greater than 68 km radius from the job site	 \$35.38 \$47.86 \$58.94 \$82.17

- (iv) Employees engaged on the Kwinana Alumina Refinery or the Jarrahdale Mine Site shall be paid a flat travel allowance of \$30.00 per day in lieu of the above sub-clause.
- (v) An Employee shall not be entitled to the allowance prescribed in sub-clause (iii) hereof unless and until they submit a written statement to the Company setting out their place of residence. This will allow the Company to confirm the applicable radius, i.e distance in a straight line from the employee's residence to the job site.
- (vi) An Employee who wilfully sets out an incorrect place of residence shall be deemed guilty of wilful misconduct.

22.10 Rope Access Allowance

The following all-purpose allowances will be paid for all hours worked on any day when rope access work is being undertaken. The allowance will not apply to any day where no rope access work is performed.

Rope Access Level	Allowance (Per Hour)
IRATA Level 1	\$2.00
IRATA Level 2	\$4.00
IRATA Level 3	\$6.00

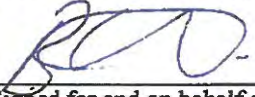
23. TRAINING

- 23.1 Employees may be required to undertake training in accordance with the operational and safety requirements of the company and/or client.
- 23.2 Any training expenditure must be approved by the Company prior to commencement. Where possible, training will be undertaken during normal working hours. Any training conducted outside normal hours will be paid at ordinary time, i.e. overtime rates/overcycle will not be paid for training.
- 23.3 When the Company requests an Employee to undertake work related training, the Company will pay for course costs, time spent attending training, and reasonable travel related expenses ex point of hire.
- 23.4 Where an employee requests training to increase their level of qualifications and skill, the Company will pay for course costs, time spent attending training, and reasonable travel related expenses ex point of hire subject to the following:
 - (i) If an Employee leaves the employment for whatever reason, excluding redundancy within three (3) months of attending the training they shall be liable for the reimbursement of course costs, travel related expenses
 - (ii) If an Employee leaves the employment for whatever reason, excluding redundancy within six (6) months of attending the training they shall be liable for 50% of the course costs and travel related expenses

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24. SIGNATURES

THE COMPANY (ACN 114 888 201)


Signed for and on behalf of
The Company

BRENDAN LEIGH CHAPLYN
Full Name
125 ST GEORGES TEE
BROOKFIELD PLACE
PERTH WA 6000
Address

29/8/2023
Date


GENERAL MGR.
Authority to Sign


Witness

Nikita Jayne Englebreten
Full Name
125 St Georges Tee
Brookfield place
Perth WA 6000
Address

29/8/23
Date

EMPLOYEE REPRESENTATIVE


Signed for and on behalf of
UGL employees

SHAUN JAMES PEAK
Full Name
ALCOA ROAD, OAKLEY
ALCOA REFINERY, PINSAURA WA
Address 6208

30/8/23
Date

PLUMBER
Authority to Sign


Witness

CHARLES JOHN ANSWORTH
Full Name
ALCOA RD, OAKLEY
ALCOA REFINERY, PINSAURA 6208
Address

30-08-2023
Date

IN THE FAIR WORK COMMISSION

FWC Matter No.: **AG2023/3017**

Applicant:

UGL Operations and Maintenance Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Geoff Weaver, Industrial Relations Manager have the authority given to me by UGL Operations and Maintenance Pty Ltd to give the following undertakings with respect to the *UGL Alcoa Electrical Enterprise Agreement 2023* (**Agreement**):

1. Any individual employee who does not agree to substitute a public holiday in accordance with clause 11.2 of the Agreement will not be required to accept a substitution agreed under clause 11.2.



Signature

13 September 2023

Date