



# DECISION

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

**UGL Operations and Maintenance (Services) Pty Ltd**  
(AG2020/1894)

## **UGL MUJA POWER SERVICES SITE GREENFIELDS AGREEMENT 2020**

Manufacturing and associated industries

DEPUTY PRESIDENT BEAUMONT

PERTH, 14 AUGUST 2020

*Application for approval of the UGL Muja Power Services Site Greenfields Agreement 2020.*

[1] An application has been made for approval of a greenfields agreement known as the *UGL Muja Power Services Site Greenfields Agreement 2020* (the **Agreement**). The application was made by UGL Operations and Maintenance (Services) Pty Ltd pursuant to s 185 of the *Fair Work Act 2009* (the **Act**).

[2] This is a greenfields agreement that meets the requirements of s 172(2)(b) of the Act. I am satisfied that each of the requirements of ss 186 and 187 of the Act as are relevant to this application for approval have been met. In accordance with s 187(5)(a) of the Act, I am satisfied that the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) and Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia are entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[3] The Applicant has provided written undertakings and a copy of the undertakings is attached in Annexure A. In accordance with s 191(2) of the Act, the undertakings are taken to be a term of the Agreement.

[4] The Applicant sought amendments to the Agreement, pursuant to s 586 of the Act. The Agreement contained a typographical error at cl 6(ii), which read ‘the arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters in 6.1(i) below’. The amendment sought is granted and cl 6(ii) is to read ‘the arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters in 6(i)’.

[5] Pursuant to s 53(2)(b) of the Act, I note the Agreement was made with the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as

the Australian Manufacturing Workers' Union (AMWU) and Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, and that the Agreement covers these organisations.

[6] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 21 August 2020. The nominal expiry date of the Agreement is 14 August 2024.



DEPUTY PRESIDENT

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Annexure A

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:** AG2020/1894

**Applicant:**

UGL Operations and Maintenance (Services) Pty Limited

**Undertaking- section 190**

I, Geoff Weaver, Industrial Relations Manager of UGL Operations and Maintenance (Services) Pty Limited give the following undertakings with respect to the *UGL Muja Power Services Site Greenfields Agreement 2020* ("the Agreement"):

1. I have the authority given to me by UGL Operations and Maintenance (Services) Pty Limited to provide this undertaking in relation to this application before the Fair Work Commission.
2. Clause 2.1 is to read "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 four years from the date that FWC approves the Agreement".
3. Clause 6(ii) is to read "the arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters in 6(i); and".
4. For continuous shift and alternate work pattern employees, work performed in addition to the ordinary hours are to be paid in accordance with Clause 35.1.
5. In relation to clause 14.4 part time employees who work in excess of their agreed ordinary hours will be paid overtime in accordance with Clause 35.
6. In addition to the applicable rates of pay, apprentices shall receive any applicable entitlements provided by clause 12 of the Manufacturing and Associated Industries and Occupations Award 2010 and the Electrical, Electronic and Communications Contracting Award 2010.
7. In relation to Clause 14.4 Part Time Employees, a part-time employee shall be engaged and paid for a minimum of 4 consecutive hours per shift.

**Employer name:** UGL Operations and Maintenance (Services) Pty Limited

**Authority to sign:** Industrial Relations Manager

**Signature:**



**Date:** 23 July 2020



**UGL**  
**MUJA POWER SERVICES SITE**  
**GREENFIELDS AGREEMENT 2020**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

**TABLE OF CONTENTS**

1.	SCOPE AND APPLICATION OF THE AGREEMENT .....	4
2.	PERIOD OF OPERATION AND EFFECT OF THIS AGREEMENT .....	4
3.	NO EXTRA CLAIMS .....	4
4.	DEFINITIONS .....	4
5.	WORKPLACE FLEXIBILITY .....	5
6.	INDIVIDUAL FLEXIBILITY TERM .....	6
7.	CONSULTATION TERM .....	7
8.	INCLEMENT WEATHER .....	8
9.	DISPUTES SETTLEMENT PROCEDURE.....	9
10.	EMPLOYEE DUTIES.....	10
11.	GENERAL RESPONSIBILITIES .....	10
12.	STAND DOWN .....	10
13.	PROTECTIVE EQUIPMENT, SAFETY STANDARDS, QUALIFICATIONS & LICENCES .....	11
14.	CONTRACT OF EMPLOYMENT .....	12
15.	PROBATIONARY PERIOD .....	13
16.	CLASSIFICATION STRUCTURES AND WAGES.....	13
17.	ACCOMODATION AND LIVING AWAY FROM HOME ALLOWANCE (LAFHA) .....	15
18.	SUPERANNUATION .....	16
19.	INCOME PROTECTION .....	16
20.	TERMINATION OF EMPLOYMENT.....	16
21.	REDUNDANCY .....	17
22.	SEVERANCE .....	18
23.	ANNUAL LEAVE .....	19
24.	PERSONAL CARER'S LEAVE .....	19
25.	COMPASSIONATE LEAVE .....	20
26.	PARENTAL LEAVE .....	20
27.	LONG SERVICE LEAVE .....	20
28.	COMMUNITY SERVICE LEAVE .....	20
29.	FAMILY AND DOMESTIC VIOLENCE LEAVE .....	20
30.	PUBLIC HOLIDAYS .....	22
31.	HOURS OF WORK - DAY WORKERS.....	23
32.	HOURS OF WORK ALTERNATE WORK PATTERNS / CONTINUOUS SHIFT WORKERS .....	23
33.	ROSTERING ARRANGEMENTS.....	24
34.	SHIFT WORK.....	24
35.	OVERTIME.....	25
36.	REST PERIOD AFTER OVERTIME.....	26

37.	MEAL AND REST BREAKS .....	27
38.	LEADING HAND ALLOWANCE .....	28
39.	TRAVEL ALLOWANCE .....	28
40.	FIRST AID ALLOWANCE .....	28
41.	SITE ALLOWANCE.....	28
42.	ADVANCED RIGGER / SCAFFOLDER ALLOWANCE.....	28
43.	SPECIAL CLASS WELDER ALLOWANCE .....	29
44.	TOOL ALLOWANCE .....	29
45.	PRESCRIPTION GLASSES.....	29

## **PART A – AGREEMENT ADMINISTRATION MATTERS**

### **1. SCOPE AND APPLICATION OF THE AGREEMENT**

- 1.1 This agreement is known as the UGL Muja Power Services Site Greenfields Agreement 2020 and, subject to clause 1.2 covers:
  - 1.1.1 UGL Operations and Maintenance (Services) Pty Ltd (the Company) (ABN 76 010 045 299); and  
Employees of the Company working on the Muja Power Station, engaged to perform maintenance work in the classifications prescribed in this Agreement.
- 1.2 This Agreement will not cover or apply to Employees engaged on any project or site where a project or site specific FWC registered Agreement is in operation in accordance with the FW Act which covers the Company as at the making of this Agreement.
- 1.3 It is agreed by the parties that in recognition of the long-term transition of operations at the Muja Power Station, the terms and conditions in this agreement reflect that the Company has adopted the previous contractors' terms and conditions of employment.

### **2. PERIOD OF OPERATION AND EFFECT OF THIS AGREEMENT**

- 2.1 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 four years from the date of Commencement.
- 2.2 This Agreement will remain in operation after the nominal expiry date until replaced by another agreement or terminated in accordance with the FW Act.
- 2.3 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.
- 2.4 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.

### **3. NO EXTRA CLAIMS**

- 3.1 The Employees and their bargaining representative(s) agree that there shall be no extra claims during the life of this 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 other than to seek to support any proposed variations under s 207 of the FW Act.

### **4. DEFINITIONS**

"Afternoon Shift" means any shift that finishes after 6:00pm and at or before midnight.

"Agreement" means this Enterprise Agreement.

"Apprentice" means a person defined as an Apprentice by the relevant State legislation applicable in the location in which the Employee is employed.

"Building Code" means the Commonwealth Code for the tendering and Performance of Building Work 2016 as amended or replaced from time to time.

"Certificate" means any certificate provided by a Registered Training Organisation.

"Commencement" means the commencement date of this Agreement, which will be the date 7 days after this Agreement is approved by the FWC.



"Company" means UGL Operations and Maintenance (Services) Pty Ltd.

"Continuous Shift Worker" means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

"Contract Manager" means the person appointed by the Company as the Contract Manager.

"Cycle Work" means any roster made up of a predetermined number of paid working days (on duty period) and non-working unpaid rest and recreation days ("off duty period") over a period ("work cycle") commonly applied to "Fly in Fly out" or "Drive in Drive Out" workers.

"Day Worker" means an Employee engaged to work Ordinary Hours in accordance with Clause 31.

"Distant Work" means work in respect of which the distance or the travelling facilities to and from such place of work make it reasonably necessary (in the opinion of the Company) that the Employee should live and sleep at some place other than their usual place of residence at the time of commencing such work.

"Employee" means any Employee of the Company whose employment is covered by the terms of this Agreement in accordance with Subclause 1.1.2.

"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.

"Maintenance" means work which includes but is not limited to preparatory work, maintenance and servicing, modification, shutdowns, outages, turnarounds, de-bottling, plant upgrading, life extension and capital improvement projects including the commissioning of associated existing/new plant and equipment and associated miscellaneous work in the classifications prescribed in this Agreement.

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

"Night Shift" means any shift that finishes after midnight and, at or before 8:00am

"Ordinary Hours" means the Employee's ordinary hours of work in accordance with Clause 31.

"Ordinary Hourly Rate" means the rates of pay specified in Schedule A.

"Shift Worker" means an Employee performing shift work in accordance with Clause 34.

"Trainee" means a person defined as a trainee by the relevant State legislation in which the Employee is employed.

"WHS" means Workplace Health and Safety.

## **5. WORKPLACE FLEXIBILITY**

- 5.1 Workplace flexibility is a condition of employment. Employees are to work in a completely flexible manner to perform works as directed by the Company. All Employees will be required to perform a diverse range of functions within their level of skill and competence as determined by the Company. There shall be no demarcation, restrictions or limitations on the performance of work whatsoever, including or between traditional crafts, trades, occupations, vocations or callings.
- 5.2 The Company may direct the Employee, and the Employee will be obliged, to carry out such duties (including duties of a lower or higher classification) that are within the limits of the Employee's skill, competence and training as determined by the Company and any such direction issued by the

Company will be consistent with the Company's responsibility to provide a safe and healthy work environment.

- 5.3 Employees may, at the company's request and with the employee's consent, be required to participate in Cycle Work.
- 5.4 Employees may be required to work shift work or reasonable overtime in excess of the Ordinary Hours during the working week and at weekends.
- 5.5 The Company may engage contractors, labour hire workers or other external supplementary workforce at its complete discretion.

## 6. INDIVIDUAL FLEXIBILITY TERM

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 6.1 (i) below; and
- (iii) the arrangement is genuinely agreed to by the Company and Employee.

6.1 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.

6.2 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.

6.3 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.4 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.

## 7. CONSULTATION TERM

7.1 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.

7.2 Major Change

For a major change referred to in sub-clause 7.1(i):

- (i) the Company must notify the relevant employees of the decision to introduce the major change; and
- (ii) sub-clauses 7.3 to 7.9 apply.

7.3 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;
- (iii) the Company must recognise the representative.

7.4 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.

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

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

7.7 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 7.2 (i) and sub-clauses 7.3 and 7.5 are taken not to apply.

7.8 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

7.9 For a change referred to in sub-clause 7.1(ii):

- (i) the Company must notify the relevant employees of the proposed change; and
- (ii) sub-clauses 7.11 to 7.14 apply.

7.10 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.

7.11 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).

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

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

7.14 In this term: relevant employees means the employees who may be affected by a change referred to in sub-clause 7.1.

## 8. INCLEMENT WEATHER

8.1 Disruption to work is to be minimised during periods of inclement weather.

8.2 Inclement weather shall mean the existence of rain or abnormal climatic conditions (hail, snow, cold, high wind, severe dust storm, severe bush fire smoke conditions, extremes of high weather for the locality concerned or any combination thereof) which make it neither reasonable nor safe for employees to continue working.

8.3 Inclement weather does not automatically create unsafe working conditions. An Employee is to attend work, and is not to stop work or leave site, unless a specific request to do so is made by the employee and consent is obtained from the Company's nominee because of inclement weather. When an employee is released by the Company's nominee then that employee shall be paid up until such time as leaving site, provided that the employee shall be paid a minimum payment of 4 hours on each occasion.

8.4 During inclement weather the Company may direct an Employee to work in a different area than usual and/or on different tasks until the inclement weather ceases.

8.5 All Employees shall be available to clean up and dewater relevant work areas as directed by the Company following inclement weather.

8.6 A casual employee who would otherwise have attended for work on a day of inclement weather may have that work cancelled provided that the company advises the employee that he is not required at least one hour prior to the scheduled commencement of work.

8.7 There shall be no deduction of ordinary time wages for any working time lost where the employer agrees the weather is inclement so as it is not reasonable or safe to continue work.

## **9. DISPUTES SETTLEMENT PROCEDURE**

9.1 If a dispute relates to:

9.1.1 a matter arising under the agreement; or

9.1.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

9.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

9.5 The Fair Work Commission may deal with the dispute in 2 stages:

9.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation and

9.5.2 the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

9.6 While the parties are trying to resolve the dispute using the procedures in this term:

9.6.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

9.6.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe; or
- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

9.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.



## **PART B – DUTIES AND RESPONSIBILITIES**

### **10. EMPLOYEE DUTIES**

- 10.1 Employees will be employed by the Company in accordance with a classification prescribed in Schedule B of this Agreement. A written notice of assignment which sets out the Employee's classification will be provided to the Employee by the Company.
- 10.2 Appointment of an Employee to a classification and to particular work is at the Company's discretion.
- 10.3 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 the Company which are within the Employee's skill, qualifications, training and/or competence.
- 10.4 The Company may direct an Employee to carry out such duties and use such tools, plant 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.
- 10.5 The Employee will be required to undertake training at the Company's direction aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company.
- 10.6 Nothing in this Agreement precludes the Employee's appointment or transfer to another classification of work covered by the Agreement in which case this Agreement continues to apply so far as it is applicable to the classification and location of assignment concerned.

### **11. GENERAL RESPONSIBILITIES**

- 11.1 It is a condition of employment that Employees comply with all relevant Company Policies and Procedures as amended at the Company's discretion from time to time.
- 11.2 In addition, all Employees must comply with any specific rules, regulations and procedures applicable on any Client sites (as amended from time to time).
- 11.3 All employees must follow safe working procedures and practices for the protection of persons on site.
- 11.4 Where an Employee resides in Company-provided accommodation, the Employee shall comply with all applicable Conditions of Occupancy and Site Policies and Procedures (as amended from time to time) for such accommodation.
- 11.5 For clarity, the Policies and Procedures referred to in this Clause do not form part of this Agreement and are not incorporated into this Agreement.
- 11.6 Employees and/or their nominated representatives must not make or pursue claims, either individually or with other Employees, seeking restrictions as to manning levels, flexibility of roster arrangements, skill mix of Employees, flexibility in the use of labour, use of contract and/or supplementary labour, working of overtime, demarcations of work for any reason, or any other limitations on the Company's operational requirements.

### **12. STAND DOWN**

- 12.1 The Company 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 in which the Company is prevented from transporting Employees to the work site, by any cause for which the Company cannot reasonably be held responsible, having reviewed and having no reasonable alternative work available.

### **13. PROTECTIVE EQUIPMENT, SAFETY STANDARDS, QUALIFICATIONS & LICENCES**

#### **13.1 Protective Equipment**

- 13.1.1 An employee engaged for one week or more pursuant to this Agreement shall be given an issue of one pair of safety footwear and three sets of work clothing (which may, at the employer's discretion, include the provision of jeans in replacement of trousers) unless the employee has previously been given an issue of boots or clothing by the employer within the previous 12 months and the issue is still in good condition.
- 13.1.2 At the Company's discretion the items referred to in Subclause 13.1.1 will be replaced on a fair wear and tear basis if they are produced to the Company for inspection and the Company determines that the replacement of such items is warranted.
- 13.1.3 The employer shall provide employees with safety helmet, hearing protections, safety glasses and work gloves. Should further protective equipment be required such equipment shall be supplied to the employee. Protective equipment shall be replaced on a fair wear and tear basis only. Protective equipment provided by the employer shall meet Australian standards.
- 13.1.4 Except as provided by Subclause 13.1.3, no safety equipment or PPE other than that provided by the Company is to be worn by an Employee whilst on the Project, subject to approval from the Contract Manager.
- 13.1.5 In addition, employees shall be issued with a heavy bluey jacket, between the months of May and October inclusive, which shall be replaced on a fair wear and tear basis.

#### **13.2 Safety Standards**

- 13.2.1 All Employees are required to work and act in a manner which does not constitute a hazard to themselves, other Employees or persons on site, or to plant and equipment.
- 13.2.2 Employees must adhere to both Company and Client safety rules and regulations on each work site. Non-compliance with these requirements shall be grounds for removal from the work site and may result in termination of employment.

#### **13.3 Qualifications and Licences**

- 13.3.1 Employees may be required by the Company to hold specific qualification(s) and/or licence(s) to perform their duties as a condition of employment. Where the Employee is so required, the Employee must maintain a current and valid qualification(s) and/or licence(s) at all times.
- 13.3.2 An Employee must immediately notify the Company where the qualification(s) and/or licence(s) the Employee is required to hold have either
  - (a) Lapsed or are not otherwise valid and current
  - (b) Been suspended or cancelled, and/or
  - (c) The Employee has been or is disqualified from holding or obtaining such qualification(s) and/or licence(s).

## **PART C – STANDARD CONDITIONS OF EMPLOYMENT**

### **14. CONTRACT OF EMPLOYMENT**

- 14.1 Employees may be employed on a full-time, part-time, or casual basis.
- 14.2 Upon commencement with the Company, Employees will be provided with a Letter of Employment which outlines their contract status and relevant conditions.
- 14.3 Full-time Employees
- 14.3.1 A Full-time Employee is an Employee engaged for a minimum average of 36 ordinary hours per week plus any reasonable additional hours as required by the Company.
- 14.4 Part-time Employees
- 14.4.1 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.
- 14.4.2 Prior to commencing employment, the Company 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).
- 14.5 Casual Employment
- 14.5.1 A Casual Employee is an employee who is engaged and paid as such. Employment shall be by the hour and a casual loading of 25% shall be paid in addition to the ordinary hourly rate (inclusive of all-purpose allowances) for their classification for all hours worked, including overtime and shift work. 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.
- 14.5.2 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.
- 14.5.3 Casual conversion to full time employment
- (a) 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.
  - (b) Any casual Employee who has a right to elect under sub-clause 7.2(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.
  - (c) 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.
  - (d) 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.



- 14.6 Where any above Agreement payments and/or conditions are provided to an Employee these additional payments and/or conditions shall be received by an Employee in satisfaction of any and/or all entitlements and allowances and/or conditions which might otherwise apply to the Employee under this Agreement. Provided that the total payments made to the Employee and/or conditions provided to the Employee are not less than they would have received under this Agreement for those entitlements.

## **15. PROBATIONARY PERIOD**

- 15.1 The Employee's employment with the Company will be subject to a twelve (12) week probationary period commencing from the date of commencement of employment. This period may be extended by mutual agreement between the Employee and the Company.
- 15.2 Except in cases of serious misconduct, at any time during the Probationary Period and for any reason, the Employee's employment may be terminated by either the Company or the Employee by the giving of 1 week's written notice (or in the Company's case by payment in lieu).

## **16. CLASSIFICATION STRUCTURES AND WAGES**

### **16.1 Classification Structures**

- 16.1.1 The Classification Structure and associated definitions are contained in Schedule B of this Agreement.
- 16.1.2 At the start of employment and as work changes on an ongoing basis, each Employee will be appointed by the Company to a classification grade based on the Employee's skills, qualifications and experience and in consideration of the substantive duties required to be carried out at that time.
- 16.1.3 Employees will be required to carry out such duties as are within the limits of the Employee's skill, competence and training, including work that is incidental or peripheral to the Employee's main function.

### **16.2 Wages**

- 16.2.1 The ordinary hourly rate for each classification are outlined in Schedule A of this Agreement and are in compensation for, amongst other things, all disabilities and/or special skills and/or special rates associated with, or likely to be associated with a contract/project.
- 16.2.2 At or prior to the commencement of an Employee's employment, or upon subsequent reclassification, each Employee will be advised by the Company in writing of the ordinary hourly rate applicable to their classification.
- 16.2.3 The ordinary hourly rates in Schedule A will be subject to the following increases which will apply on and from the first full pay period after the specified date. CPI will be taken to mean the average of the 12 months Perth CPI Index from March to March ([treasury.wa.gov.au](http://treasury.wa.gov.au)).
- 21 March 2021 - 1.6% or CPI, whichever is greater.
  - 21 March 2022 - 1.6% or CPI, whichever is greater.
  - 21 March 2023 - 1.6% or CPI, whichever is greater.
  - 21 March 2024 - 1.6% or CPI, whichever is greater.
- 16.2.4 Payment shall be by direct deposit/electronic funds transfer on a weekly basis to a maximum of two (2) separate bank account(s) nominated by the Employee. When the Employee's services are terminated, the Company shall pay any wages due as soon as practicable.

16.2.5 All Apprentices (except adult apprentices) shall be paid in accordance with the following table:

Four Year Term	Three and a Half Year Term	Three Year Term	% of grade 3 hourly rate
First Year	First 6 Months		45
Second Year	The Next Year	First Year	55
Third Year	The Next Year	Second Year	75
Fourth Year	Final Year	Third Year	90

## **17. ACCOMODATION AND LIVING AWAY FROM HOME ALLOWANCE (LAFHA)**

### **17.1 General Entitlement**

**17.1.1** 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 the Company with either:

- (a) Reasonable board and accommodation provided by the Company, or
- (b) A Living Away from Home Allowance (LAFHA) of a maximum amount of \$431.27 per week.
- (c) A Living Away from Home Allowance (LAFHA) of \$89.31 per day will be paid where accommodation and meals are required for less than a week.

**17.1.2** The amount specified in Subclause 17.1.1 (b) above is a gross payment amount inclusive of required PAYG taxation withholdings and FBT costs.

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

**17.2** If either entitlement in Subclauses 17.1.1 (a) or (b) is applicable, the Company will determine and confirm this at the time of engagement. For clarity, no further LAFHA entitlements will be considered after the commencement of employment.

**17.3** 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.

**17.4** The Company shall deduct on a pro rata basis, at the rate of 1/7<sup>th</sup> of the LAFHA entitlement stipulated in Subclause 17.1.1 (b), for each day that an Employee is not ready, willing and able to work in accordance with this Agreement or due to industrial action.

### **17.5 Administrative Requirements**

**17.5.1** 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 the Company's administrative requirements, which may include but are not limited to:

- (a) Provision of a complying declaration in the form required by the Company each taxation period;
- (b) The specification of the Employee's usual place of residence in accordance with Clause 16.1.3 above; and/or
- (c) Compliance with any other Company requirements to substantiate their on-going entitlement.

**17.5.2** Failure by an Employee to comply with the obligations in Clause 17.5 may result in the Employee:

- (a) Having the LAFHA payment subject to PAYG tax withholding or any Company FBT liability deducted by the Company; and/or
- (b) Disciplinary action.

**17.6** Notwithstanding the provisions of this Clause 17, the Company may, in its sole discretion, withhold PAYG taxation, deduct and FBT costs or recover any unaccounted amounts which become subject to a taxation liability from the Employee's wages or any payments made on termination.

**18. SUPERANNUATION**

- 18.1 The Company will make superannuation contributions sufficient to avoid a charge under the Superannuation Guarantee Charge Act 1992 (Cth) into a superannuation fund nominated by the Employee, in accordance with the ordinary hours of work established by this Agreement. If the Employee does not nominate a superannuation fund, contributions will be made into a complying superannuation fund with a MySuper product as determined by the Company.
- 18.2 The Employee can elect to salary sacrifice part or all of his or her wages or other allowable entitlements into a superannuation fund of the Employee's choosing provided that:
- 18.2.1 the arrangement complies with relevant legislation and Company policy as amended from time to time;
  - 18.2.2 the Employee notify the Company 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;
  - 18.2.3 the superannuation fund is a complying superannuation fund; and
  - 18.2.4 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.

**19. INCOME PROTECTION**

- 19.1 The Company shall acquire a policy for Income Protection Insurance on behalf of all Employees until the nominal expiry of this Agreement via Wageguard, or another provider by agreement of the parties. The Company will pay the premium for such policy up to an amount of 1.8% (plus GST) of employees' gross earnings per year. The policy will cover accidents or illness, excluding pre-existing conditions, subject to the following:
- 19.1.1 In the event that the claims experience requires a review of the Insurance policy, the parties shall meet to discuss an adjustment to the plan or other alternative measures subject to there being no additional cost to the Company.
  - 19.1.2 All Employees making a claim for a period of absence will be reviewed immediately and thereafter on a regular basis as requested by a Company nominated medical examiner.
  - 19.1.3 The Income Protection Insurance policy shall be implemented as soon as is practical after the date of signing of this Agreement by the Company.
  - 19.1.4 The Income Protection Insurance policy shall not include workers compensation top up or lump sum benefits.
  - 19.1.5 The payment for people engaged for specific projects or for fixed terms, will be made only for the duration of the project or term of engagement on the Project.
  - 19.1.6 The Company's obligations under this clause are limited to paying the premium for the Income Protection Insurance Policy as described in this clause. The Company cannot and is not obliged to attempt to control or influence the claims process or what claims are accepted or rejected by the insurer once a claim is made.

**20. TERMINATION OF EMPLOYMENT**

- 20.1 Employment of a permanent employee may be terminated by an Employee or the Company by giving the following notice:

Employee's Period of Continuous Service with the Company	Actual Period of Notice Required to be Provided
Not more than 1 Year	1 weeks' notice
More than 1 year but not more than 3 years	2 weeks' notice
More than 3 years but not more than 5 years	3 weeks' notice
More than 5 years	4 weeks' notice

- 20.2 If the Employee is over 45 years old at the time notice of termination is given and the Employee has completed at least two years of continuous service with the Company, the Employee will be entitled to an additional one week's notice.
- 20.3 Termination of all casual engagements shall require one (1) hours' notice on either side of an engagement or the payment or forfeiture of one (1) hours pay.
- 20.4 Following the giving of notice of termination by either party, the Company may, at its absolute discretion, elect to pay the Employee an amount equal to the full rate of pay due to the Employee for the remainder of the notice period and not require the Employee to work out the notice period.
- 20.5 If an Employee fails to give the required notice or gives notice but leaves before the end of the notice period, they shall forfeit payment for the notice period (or that part of the notice period not worked), from any money owed by the Company.
- 20.6 Notwithstanding the notice provisions of this Clause, the Company retains the right to summarily terminate an Employee's employment without notice or pay in lieu of notice for serious misconduct, in which case an Employee shall only be entitled to be paid for the time worked up to dismissal. Serious misconduct includes, but is not limited to, any serious or persistent breach of this Agreement or the Company's policies, dishonesty, fraud, theft, breach of safety provisions, wilful damage to the Company's property, harming or threatening co-workers, breach of the Company's alcohol and drugs in the workplace policy or workplace smoking policy, gross negligence, unauthorised or prolonged absenteeism, or breach of the confidentiality requirements or other Employee obligations of this Agreement.
- 20.7 If an Employee loses their driver's license or other relevant qualification and this prevents the performance of an Employee's duties, the employment will terminate through frustration in which case the Company is not required to give notice or make payment in lieu of notice, or make any other payments on termination other than those, if any, required by statute.
- 20.8 If an Employee is absent from work without reasonable cause for three consecutive days without the consent of the Company or without notification to the Company, the Employee may be deemed, at the discretion of the Company, to have abandoned his or her employment without notice. The Company will then treat the Employee's employment as having terminated as at the last working day, and wages shall be paid only up to the last working day.
- 20.9 Clauses 20.1 and 20.2 shall not apply to Employees who are engaged on a casual basis

## 21. REDUNDANCY

- 21.1 Eligibility for redundancy payments under this clause will be in accordance with the NES (including without limitation the exclusions of s121, 122, and 123 of the FW Act).
- 21.2 Except as provided by the NES, where the Company terminates an Employee's employment because it no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour the Employer will make a redundancy payment as per Clause 21.3.
- 21.3 The Company will provide an eligible Employee with a redundancy payment either in accordance with sub clause 21.3.1 or clause 22 but not both, to be determined at the Company's sole and absolute

discretion. The Company will advise the Employee on commencement of employment which redundancy payment they are entitled to in the event they become eligible under this clause.

#### 21.3.1 Redundancy Scale Option

- (i) Where the Company elects to make payment in accordance with this sub clause the Employee is entitled to be paid in accordance with the following scale at the Employee's actual Wage Rate:

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

- (ii) In this clause, week's pay means the Employee's Hourly Wage Rate at the time of the termination multiplied by 36 hours (or 36 hours as the case may be at the time of termination)
- (iii) Any period of service as a casual will not entitle an Employee to accrue service in accordance with this clause for that period.

## 22. SEVERANCE

- 22.1 Each employee, including those engaged as a casual employee, shall accrue a severance payment allowance of \$68.68 for each completed week of continuous service. This condition shall increase as per the wage % increases each year as prescribed in clause 16.2.3
- 22.2 This payment shall accrue weekly and shall be paid as a lump sum at the time of an employee's termination. For avoidance of doubt, payment shall accrue during any period of leave authorised by the employer. An employee retrenched part way through a week of service will be entitled to pro rata accrual for that week.
- 22.3 To qualify for the payment on termination, an employee must;
- Have remained in employment with the employer for at least 4 weeks; and
  - Not be terminated for serious misconduct under performance as defined by UGL policies
  - Or be terminated by the company due to workload and operational requirements
- 22.4 The severance payment will not accrue for any week in which the employee:
- Commences employment during the week
  - Does not comply with reasonable directions of the employer
  - Takes an unauthorised absence from work



- d) Engages in unprotected industrial action of any nature which ceases or disrupts operations
- 22.5 An employee dismissed on the grounds of serious misconduct, under performance or refusal of duty will forfeit his or her entitlement to his or her severance payment accrual.
- 22.6 An employee who is not ready willing and able to work in accordance with the employer's lawful requirements shall not accrue the Severance Payment for that week.
- 22.7 The employer shall publish on the pay slips of eligible employees, the amount of their severance pay accrual earned under this Agreement.
- 22.8 The employer determines how employees are retrenched, subject to the requirements of the Act.

## **PART D – LEAVE AND RELATED ENTITLEMENTS**

### **23. ANNUAL LEAVE**

- 23.1 Employees shall be entitled to four weeks (144 hours) annual leave for each year of continuous service, and will be applied so that annual leave accrues progressively during a year of service, according to the employee's ordinary hours of work and accumulates from year to year in accordance with s87(2) of the Fair Work Act 2009 (Cth). For the period, if any, that an Employee is engaged as a Continuous Shift Worker as defined by this Agreement, they will be a Shift Worker for the purposes of the NES and entitled to a pro-rata accrual of five weeks annual leave per annum.
- 23.2 Paid annual leave may be taken for a period agreed between the employee and the employer. The employer will not unreasonably refuse to agree to a request by an employee to take paid annual leave. The Employee and the Company may agree on separate periods of annual leave of one day's duration. The Company may direct Employees to take accrued annual leave on one month's notice. The Company may require Employees to take annual leave for the purposes of annual shut down or require Employees to take leave without pay for any part of the shut down for which Employees have not accrued sufficient annual leave.
- 23.3 A loading of 17.5% calculated at the appropriate ordinary hourly rate prescribed in Schedule A is applied to annual leave.
- 23.4 In accordance with the FW Act, Employees may cash out part of their accrued entitlement to annual leave and receive pay in lieu of the amount of accrued annual leave cashed out, subject to the Employee giving the Company a written election to cash out the amount of accrued annual leave and the Company agreeing and authorising the Employee to cash out the amount of accrued annual leave, and:
  - 23.4.1 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 4 weeks; and
  - 23.4.2 each cashing out of an amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee; and
  - 23.4.3 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has cashed out.

### **24. PERSONAL CARER'S LEAVE**

- 24.1 Eligible employees shall be entitled to ten (10) days (72 hours) personal/carer's leave in accordance with the FW Act.
- 24.2 Personal/carer's leave includes leave for the Employee when ill or injured and leave for the Employee to provide care or support to a member of the Employee's immediate family or household who is sick or Injured or who has an unexpected emergency as defined by the FW Act. Payment in respect of leave under this Clause is the Employee's Wage Rate as set out in Appendix A of this Agreement.
- 24.3 On each occasion that an Employee takes personal/carer's leave they must provide the Company with a medical certificate from a registered medical practitioner or complete a Statutory Declaration

stating that the Employee, or an immediate family or household member for whom the Employee was caring, is unfit for duty and that the Employee was unable to attend for work on that occasion. This requirement may be modified at the Company's sole discretion. In the case of an unexpected emergency, proof may be required in a form determined by the Company.

- 24.4 The Employee must notify the prior to commencing personal/carer's leave or as soon as possible, of the day on which the Employee wishes to take personal/carer's leave.
- 24.5 The Employee's paid personal/carer's leave will accrue from year to year, however the Employee is not entitled to a payment for any accrued but untaken personal/carer's leave on termination of the Employee's employment for whatever reason.
- 24.6 A casual employee may take unpaid carer's leave of up to two days per occasion. During such leave, the Employee will continue to accrue severance in accordance with Clause 22.1. Notice and evidence requirements will be in accordance with the FW Act.

## **25. COMPASSIONATE LEAVE**

- 25.1 Employees will be entitled to Compassionate Leave in accordance with the FW Act.
- 25.2 A casual employee may take unpaid compassionate leave of up to two days per occasion. During such leave, the Employee will continue to accrue severance in accordance with Clause 22.1. Notice and evidence requirements will be in accordance with the FW Act.

## **26. PARENTAL LEAVE**

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

## **27. LONG SERVICE LEAVE**

- 27.1 Employees covered by this Agreement shall be entitled to long service leave in accordance with the provisions of the relevant State or Territory Long Service Leave Act provided that where Employees meet the eligibility criteria for portable long service leave provisions under the relevant State's or Territory's Legislation then such provisions will prevail for long service leave purposes.

## **28. COMMUNITY SERVICE LEAVE**

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

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

- 29.1 This clause applies to all Employees, including casuals.  
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 facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
  - (c) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (ii) A reference to a spouse or de facto partner in the definition of family member in sub-clause 29.1 (i) includes a former spouse or de facto partner.

- 29.2 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave 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 more than 5 days' unpaid leave to deal with family and domestic violence.

#### 29.3 Taking unpaid leave

An employee may take unpaid 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.

#### 29.4 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.

#### 29.5 Notice and evidence requirements

##### (i) Notice

An Employee must give Company notice of the taking of leave by the Employee under sub-clause 29.3. 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 29.3(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 29.3.

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.

#### 29.6 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 29.5 (ii) is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in sub-clause 29.6 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.

### 30. PUBLIC HOLIDAYS

- 30.1 All Employees (excluding casual Employees) shall be entitled to the following public holidays or gazetted substituted days, without deduction from the Employee's Wage Rate:
- |                  |                         |
|------------------|-------------------------|
| • New Year's Day | • Anzac Day             |
| • Australia Day  | • Western Australia Day |
| • Labour Day     | • Queen's Birthday      |
| • Good Friday    | • Christmas Day         |
| • Easter Monday  | • Boxing Day            |
- 30.2 For the avoidance of doubt, an Employee who is working in a State or Territory other than their State or Territory of usual point of hire, is entitled to the public holiday(s) which fall in the State or Territory in which they are working at that time and not those which otherwise occur within their State or Territory of usual point of hire during the relevant period of assignment.
- 30.3 Any Employee required to work on a public holiday nominated herein shall be paid at the rate of double time and a half of the Wage Rate for all time so worked.
- 30.4 It will be possible for the Company and an Employee/s to agree to substitute the nominated public holiday for another day and the prescriptions of this Clause will apply to the substituted day.

**PART E – HOURS OF WORK AND ROSTERS****31. HOURS OF WORK - DAY WORKERS**

- 31.1 The Ordinary Hours of Work for Day Workers shall be 7.2 hours per day between 6.00am and 6.00pm Monday to Sunday inclusive averaged over a four (4) week period.
- 31.2 The Company after consulting with affected Employees, may implement different patterns of working ordinary hours, including 9, 10 or 12 ordinary hours per day or per shift.
  - 31.2.1 Ordinary Hours worked on weekends shall be paid as follows:
    - 31.2.2 On Saturday until 12.00pm: at the rate of time and one half of the Employee's Wage Rate for the first two (2) Ordinary Hours and at double the Employee's Wage Rate for all Ordinary Hours worked thereafter;
    - 31.2.3 On Saturday after 12.00pm: at double the Employee's Wage Rate for all Ordinary Hours worked;
    - 31.2.4 On Sunday: at double the Employee's Wage Rate for all Ordinary Hours worked;
    - 31.2.5 Provided that such Ordinary Hours worked in accordance with Clause 31.1
      - (i) shall be counted toward an Employee's average hours per four (4) week period; and
      - (ii) the rates in Subclauses 31.2.1, 31.2.2, and 31.2.3 apply in lieu of any applicable shift loading.
- 31.3 Start and finish locations(s) and time(s) and pattern of working ordinary hours shall be designed to support production and maximise equipment operating hours and maintenance time, to suit the needs of a contract/project. These may be altered by the provision of 48 hours' notice to the Employee.
- 31.4 For the avoidance of doubt travel time and wash up time shall not be counted as Ordinary Hours worked for the purposes of calculating overtime.

**32. HOURS OF WORK ALTERNATE WORK PATTERNS / CONTINUOUS SHIFT WORKERS**

- 32.1 The provisions of this clause shall apply to employees engaged to work on a Continuous Shift Work or Alternate Work Pattern arrangement, in lieu of provisions contained within Clause 31.
- 32.2 The ordinary hours of work shall be an average of 36 hours per, Monday to Sunday, to be worked on one of the following bases:
  - (i) 36 Hours within a work cycle not exceeding seven consecutive days; or
  - (ii) 72 hours within a work cycle not exceeding fourteen consecutive days; or
  - (iii) 108 hours within a work cycle not exceeding twenty – one consecutive days; or
  - (iv) 144 hours within a work cycle not exceeding twenty – eight consecutive days; or
  - (v) Any other roster as agreed between the parties
- 32.3 An employee engaged to work on a Continuous Shift Work or Alternate Work Pattern arrangement, shall receive a flat loading of 23.43% of the base rate for their classification for each hour worked to compensate for the rearrangement of ordinary hours, disabilities and inconveniences associated with working regular weekend work in accordance with the designated work pattern. This loading shall apply in lieu of any penalty rates prescribed for working Saturday, Sunday or Public Holidays under Clause 35 (Overtime) when ordinary hours are worked on those days. The loading will only apply to work during ordinary hours and will not apply to the calculation of any overtime work.
- 32.4 The employer may, after consultation with the relevant affected employees, introduce a new cycle or arrangement of ordinary hours to suit maintenance or outage requirements
- 32.5 The ordinary hours of work shall be consecutive on any day except when taking an unpaid meal interval of thirty minutes.

**33. ROSTERING ARRANGEMENTS**

- 33.1 The Company may, in consultation with the relevant affected Employees, introduce a new roster cycle or arrangement of Ordinary Hours and additional hours to suit the operational requirements of a contract/project. Where the Company is directed to or wishes to introduce a new roster cycle or arrangement(s), affected Employees shall be provided at least one (1) weeks' notice of the change or earlier by agreement. Provided that this clause does not apply where the proposed change involves start/finish locations and times and/or pattern of working Ordinary Hours, which are subject to the provisions of Clauses 31.2 and 31.3.
- 33.2 Subject to the FW Act, Employees may be required to work reasonable additional hours (i.e. overtime) to meet operational requirements. Depending upon the operational requirements, these additional hours may be worked on a regular and routine basis as part of an Employee's roster or for a specific event, project work, upgrade, shutdown, or turnaround work. Employees accept and acknowledge this requirement as being reasonable in the circumstances reflecting the nature of the rosters, the location of the Company and its operational requirements.
- 33.3 The pattern of working ordinary hours may be worked as a compressed work cycle and/or involve a roster system involving a rostered day off.
- 33.4 Rosters with a Rostered Day Off

- 33.4.1 In the event that the Company in its discretion decides to implement a roster including a Rostered Day Off (RDO) entitlement, Employees will be rostered for ordinary working hours of 7.2 per day over five (5) days plus accrual towards an RDO as provided in Clauses 32.4.2. This Clause does not apply to Employees rostered under Clause 31.3 or where compressed work cycles are implemented in accordance with Clause 32.5.

**33.4.2 Accrual of RDO for 36 Hour Week**

The ordinary working hours shall be 7.6 hours per day, with 0.4 hours of each working day accruing as a RDO entitlement in accordance with this Clause.

- 33.4.3 All RDO hours shall be accrued, banked and paid at the Employee's Wage Rate and applicable all-purpose allowances;
- 33.4.4 Accrued RDO hours are to be taken by an Employee as scheduled by the Company subject to a project's requirements. Where an RDO is scheduled, the appropriate accrued RDO entitlement will be deducted from the Employee's RDO banked hours;
- 33.4.5 Employees will be paid in lieu for all untaken RDO accruals in their RDO bank on termination; and
- 33.4.6 RDOs may be banked by agreement between the Company and the Employee.

**34. SHIFT WORK**

- 34.1 The provisions of this clause shall apply to all employees other than those engaged to work on continuous shift work or alternate work pattern arrangements.
- 34.2 The request for employees to work shift work will be by mutual agreement and any such work will be worked and paid for in accordance with this clause.
- 34.3 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 Clause 31.1 and when employees are working as such.
- 34.4 Ordinary hours for shift employees will be an average of 36 hours per week over a defined work cycle.
- 34.5 An employee shall be given at least twenty-four (24) hours' notice of the requirement to work on shift.
- 34.6 Where less than five (5) consecutive shifts are worked then employees shall be paid at applicable overtime rates. The consecutive nature of shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday or RDO or on any Public Holiday.

- 34.7 The ordinary hours on each Night Shift will include a paid meal break not exceeding twenty (20) minutes. The Employer may stagger the time of taking a meal break to meet operational requirements.
- 34.8 In addition to the wages paid under Clause 16 of this Agreement, an employee engaged on Afternoon Shift or Night Shift shall receive a flat loading of twenty (20) percent of the ordinary rate for each hour worked. Where Night Shift is worked for a continuous period exceeding four (4) weeks, then the loading applicable to the Night Shift shall be thirty (30) percent.
- 34.9 Shift rosters shall specify the commencement and finish times of ordinary hours of the respective shifts.

### 35. OVERTIME

- 35.1 Subject to the provisions of this subclause, all work performed outside of the ordinary hours of any day shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 35.2 For the purposes of this subclause, ordinary hours shall mean the hours of work fixed by the employer in accordance with Clause 31 (Hours) or Clause 32 (Alternate Work Pattern): The provisions of this clause shall apply to all employees other than those engaged to work on continuous shift work or alternate work pattern arrangements
  - 35.2.1 Work performed on Saturdays prior to 12.00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
  - 35.2.2 Work performed on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.
  - 35.2.3 Work performed on any day prescribed as a Public Holiday under this Agreement shall be paid for at the rate of double time and a half except when another day is substituted in accordance with the Public Holidays clause.
  - 35.2.4 An employee who works on a Saturday, Sunday or Public Holiday shall be paid for at least four (4) hours at the appropriate overtime rate except as provided in subclause 35.3 hereof.
  - 35.2.5 Employees shall be required, as a condition of their employment, to work reasonable overtime in addition to the thirty-six (36) hour working week.
  - 35.2.6 Overtime rates are applied for all work performed outside of the ordinary hours of work, as defined in clause 31, on any day or shift. Where work commences before the ordinary hours, overtime rates apply until the completion of the overtime work and until the ordinary hours of work commences.
  - 35.2.7 When it is required that a work shift is to commence after midnight but before 6am and this is not part of a scheduled longer term roster, then additional to the overtime rates payable up to 6 am the work after 6 am will be paid at penalty rates up to a maximum of 4 hours after which normal rates will apply.
- 35.3 In computing overtime, each day shall stand-alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.
- 35.4 The provisions of this clause do not operate to require payment of more than double time rates, or double time and a half on a holiday prescribed under this Agreement for any work.
- 35.5 The employer shall not, without a minimum of one (1) hour notice (Monday to Friday) and two (2) hours' notice (Saturday and Sunday and Public Holidays) withdraw rostered or additional overtime. Periods of notice shall be within the rostered working day or for the minimum period at the commencement of work on an overtime shift. Should the appropriate notice not be provided, the employee shall be entitled to receive payment for the relevant notice period.



- 35.6 The employer may withdraw overtime without notice in the case of any industrial action which affects work being performed under this Agreement. Industrial action shall include strikes, bans, limitations or any other form of industrial restriction.

### **36. REST PERIOD AFTER OVERTIME**

- 36.1 An Employee who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day and has not had at least 10 consecutive hours off duty between these times shall, subject to this Clause, be released after completion of such overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 36.2 If on the instructions of the Company, the Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double time until he or she is released from duty for a ten hour rest period.
- 36.3 Where the employee has been engaged for a specified period (such as an outage) and such period requires rostered Saturday work or rostered work on a Public Holiday, the employee shall be entitled to payment for rostered Saturday hours or rostered work on a Public Holiday at applicable overtime rates if the shift is not worked due to the requirement to observe a ten (10) hour break.
- 36.4 Overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this sub-clause when the actual time worked is less than four (4) hours on such recall or on subsequent recalls.
- 36.5 The provisions of this Clause shall apply in the case of Shift Workers who rotate from one shift to another as if eight (8) hours were substituted for 10 hours when overtime is worked:
- 36.5.1 for the purpose of changing shift rosters;
  - 36.5.2 where a Shift Worker does not report for duty; or
  - 36.5.3 where agreement is reached between the Shift Worker and the Company.

### **37. MEAL AND REST BREAKS**

- 37.1 Day Workers working more than five (5) Ordinary Hours each day shall be entitled to one daily:
  - 37.1.1 paid rest break of 15 minutes in duration; and
  - 37.1.2 an unpaid meal break of 30 minutes in duration.
- 37.2 Shift Workers shall be entitled to the same breaks specified in Clause 37.1, save that they shall receive a paid crib break of 20 minutes in lieu of the unpaid meal break specified in Subclause 37.1.2.
- 37.3 Day Workers and Shift Workers who are required to work overtime Monday to Friday shall be entitled to:
  - 37.3.1 a paid meal break of 30 minutes where an Employee is required to work more than two (2) hours overtime (not including breaks) in one day and where work is scheduled to continue after the break; and
  - 37.3.2 a further paid meal break of 30 minutes where an Employee is required to work more than five (5) hours overtime (not including breaks) in one day and where work is scheduled to continue after the break.
- 37.4 Employees who are required to work more than five (5) hours of overtime (not including breaks) in any one day on a Saturday or Sunday where work is scheduled to continue after the break shall be entitled to:
  - 37.4.1 a paid rest break of 20 minutes in duration; and
  - 37.4.2 a paid 30 minute meal break; and
  - 37.4.3 a further paid meal break of 30 minutes where an Employee is required to work more than 10 hours (not including breaks) and where work is scheduled to continue after the break; and
  - 37.4.4 a further paid meal break of 30 minutes where an Employee is required to work 13 hours (not including breaks) and where work is scheduled to continue after the break.
- 37.5 Meal and rest breaks may be staggered by the Company to meet work requirements.
- 37.6 An employee required to work overtime for two or more hours without being notified on the previous day or earlier that the employee will be required to work must either be supplied with a meal by the employer or be paid \$16.31 for the first meal and for each subsequent meal. Such payment need not be made to employees living in the same locality as their employment who can reasonably return home for meals, where the Company provides a meal or meal-making facilities, or where the Employee is entitled to a living away from home allowance.

**PART F – MAINTENANCE ALLOWANCES**

**38. LEADING HAND ALLOWANCE**

- 38.1 In addition to the appropriate wage rate prescribed in Appendix A, a leading hand appointed in writing by the employer shall be paid one of the following all purpose allowances
- If placed in charge of not less than three and not more than ten other employees - \$36.21 per week
  - If placed in charge of more than ten and not more than twenty employees - \$54.07 per week
  - If placed in charge of more than twenty other employees - \$68.01 per week
- 38.2 In This condition shall increase as per the wage % increases each year as prescribed in 16.2.3

**39. TRAVEL ALLOWANCE**

- 39.1 Each employee shall be paid a travel allowance of \$3.39 per hour flat payment. For employees engaged at performing work at a UGL site, this allowance shall apply to those employees who reside within a distance of up to 50 kilometers, by road, from the work site.
- 39.2 Travel allowance shall not apply where the employer provides or offers to provide transport to the employee concerned
- 39.3 Employees engaged at performing work at a UGL site who reside a distance of more than 50 kilometers, by road, from a UGL site shall be paid a travel allowance of \$7.88 per hour worked flat payment in lieu of the rate prescribed within Clause 39.1.
- 39.4 This condition shall increase as per the wage % increases each year as prescribed in 16.2.3

**40. FIRST AID ALLOWANCE**

- 40.1 An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid weekly a flat allowance of \$16.50 if the Employee is appointed by the employer to perform first aid duty.

**41. SITE ALLOWANCE**

- 41.1 Employees shall be paid a flat site allowance of \$2.34 per hour in compensation for all disabilities in respect of work performed on power plant sites including but not limited to disabilities associated with heat, height, dust, fly ash, dirty work, wet places, confined spaces, toxic substances or work involving any materials which consist of or contain asbestos and all aware special rates and provisions that have otherwise applied. This condition shall increase as per the wage increase in 16.2.3

**42. ADVANCED RIGGER / SCAFFOLDER ALLOWANCE**

- 42.1 An employee engaged as an advanced rigger or advanced scaffolder with an advanced certificate of competency, other than leading hand, who in compliance with the provisions of the regulations made pursuant to the Occupational Safety and Health Act 1984 is responsible for the supervision of other employees shall be deemed to be a leading hand and be paid an all-purpose allowance \$30.08 per week. This condition shall increase as per the wage % increases each year as prescribed in 16.2.3.
- 42.2 The Scaffolders specified in Appendix B shall be paid a flat weekly tool allowance of \$12.20. This condition shall increase as per the wage % increase in 16.2.3.



#### **43. SPECIAL CLASS WELDER ALLOWANCE**

- 43.1 An employee engaged as a special class welder who meets the coding requirements of Employer and who meets the Regulations and requirements of Australian Standards AS1200 - Boiler Code, AS 1228 - Boiler Water Tube, AS4041 - Pressure Piping, AS3992 Welding Certification Code and who is engaged on work requiring such qualifications shall receive an additional payment of \$39.19 per week, payable on an all-purpose basis to compensate them for the above and for any necessary hot work including preheat. This condition shall increase as per the wage % increases each year as prescribed in 16.2.3

#### **44. TOOL ALLOWANCE**

- 44.1 The Tradesperson and Special class welders prescribed in Appendix B are paid a flat weekly tool allowance of 16.41 if tools are not provided by the employer. This condition shall increase as per the wage % increase prescribed in 16.2.3
- 44.2 Employees shall replace or pay for any tools supplied by their employer if lost or damaged through the employee's negligence. This shall not apply to tools, or parts of tools, identified as consumables by the employer.
- 44.3 The employer shall replace tools on a case-by-case basis where an employee demonstrates that tools have been damaged through the proper execution of work. Tools shall be replaced on a like-for-like basis where possible.
- 44.4 The employer shall provide secure, lockable storage facilities for employee tools. Where tools are locked away and subsequently stolen, they shall be replaced by the employer upon conclusion of an investigation and issue of a police report

#### **45. PRESCRIPTION GLASSES**

- 45.1 An employee requiring prescription safety glasses, will be entitled to one set of glasses per year with full reimbursement of costs. Approvals are required prior to any reimbursement.

**SIGNATURES**

**THE COMPANY (ACN 114 888 201)**



Signed for and on behalf of  
The Company



Witness

DAVID ZOPP

Full Name

Murray William Richards

Full Name

199 GREY ST  
SOUTH BRISBANE  
Address

199 Grey Street  
Address South Brisbane, Queensland, 4101

30-6-2020

Date

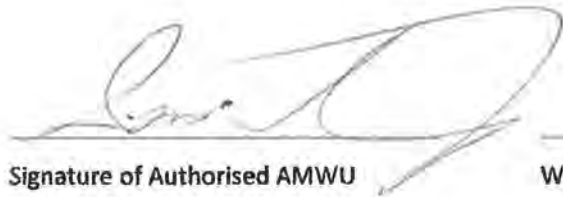
30/06/2020

Date

EGM UTILITIES

Authority to Sign

**AUTHORISED UNION REPRESENTATIVE**



Signature of Authorised AMWU  
Representative



Witness

Steve McCartney

Full Name

Glenn McLaren

Full Name

121 Royal St East Perth  
WA 6004.

Address

121 Royal St East Perth  
WA 6004.

Address

29<sup>th</sup> June 2020

Date

29<sup>th</sup> June 2020

Date

AMWU WA Branch State Secretary.

Authority to Sign

**SCHEDULE A – ORDINARY HOURLY RATES**

CLASSIFICATION	Ordinary Hourly Rate (per hour)
<b>Grade 1</b>	<b>\$43.25</b>
<b>Grade 2</b>	<b>\$41.42</b>
<b>Grade 3</b>	<b>\$39.57</b>
<b>Grade 4</b>	<b>\$36.77</b>
<b>Grade 5</b>	<b>\$34.82</b>
<b>Grade 6</b>	<b>\$29.52</b>
<b>Grade 7</b>	<b>\$26.84</b>

The above Wage Rate table shall be effective from the date of Commencement of this Agreement and will be increased in accordance with Clause 16.

**SCHEDULE B - CLASSIFICATION STRUCTURE**

Grade	Classification
<b>1</b>	<ul style="list-style-type: none"> <li>• Instrument Technician</li> <li>• Technician Certificate</li> </ul>
<b>2</b>	<ul style="list-style-type: none"> <li>• Advanced Tradesperson</li> <li>• Welder Special Class</li> </ul>
<b>3</b>	<ul style="list-style-type: none"> <li>• Maintenance Tradesperson</li> </ul>
<b>4</b>	<ul style="list-style-type: none"> <li>• Maintenance Worker</li> <li>• Crane Operator</li> <li>• Lagger</li> <li>• Certified Rigger / Scaffolder</li> <li>• Heavy Plant Operator</li> <li>• Storekeeper</li> <li>• Dogman</li> </ul>
<b>5</b>	<ul style="list-style-type: none"> <li>• Trades Assistant</li> </ul>
<b>6</b>	<ul style="list-style-type: none"> <li>• General Assistant</li> </ul>
<b>7</b>	<ul style="list-style-type: none"> <li>• Sentry</li> </ul>





## IN THE FAIR WORK COMMISSION

**FWC Matter No.:** AG2020/1894

**Applicant:**

UGL Operations and Maintenance (Services) Pty Limited

### Undertaking- section 190

I, Geoff Weaver, Industrial Relations Manager of UGL Operations and Maintenance (Services) Pty Limited give the following undertakings with respect to the *UGL Muja Power Services Site Greenfields Agreement 2020* ("the Agreement"):

1. I have the authority given to me by UGL Operations and Maintenance (Services) Pty Limited to provide this undertaking in relation to this application before the Fair Work Commission.
2. Clause 2.1 is to read "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 four years from the date that FWC approves the Agreement".
3. Clause 6(ii) is to read "the arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters in 6(i); and".
4. For continuous shift and alternate work pattern employees, work performed in addition to the ordinary hours are to be paid in accordance with Clause 35.1.
5. In relation to clause 14.4 part time employees who work in excess of their agreed ordinary hours will be paid overtime in accordance with Clause 35.
6. In addition to the applicable rates of pay, apprentices shall receive any applicable entitlements provided by clause 12 of the Manufacturing and Associated Industries and Occupations Award 2010 and the Electrical, Electronic and Communications Contracting Award 2010.
7. In relation to Clause 14.4 Part Time Employees, a part-time employee shall be engaged and paid for a minimum of 4 consecutive hours per shift.

**Employer name:** UGL Operations and Maintenance (Services) Pty Limited

**Authority to sign:** Industrial Relations Manager

**Signature:**



**Date:** 23 July 2020