



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

UGL Operations and Maintenance Pty Limited
(AG2022/4134)

UGL SERVICES AND CEPU COMMUNICATIONS ENTERPRISE AGREEMENT 2022

Electrical contracting industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 14 OCTOBER 2022

*Application for approval of the UGL Services and CEPU Communications Enterprise
Agreement 2022*

[1] An application has been made for approval of a greenfields enterprise agreement to be known as the *UGL Services and CEPU Communications Enterprise Agreement 2022* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by UGL Operations and Maintenance Pty Limited (**Employer**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employer has provided written undertakings dated 13 October 2022. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Electrical, Electronic and Communications Contracting Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisation

[3] I note that the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**) is a relevant employee organisation that the Agreement is expressed to cover. The CEPU has signed the Agreement. I note that the Agreement covers this organisation.

Model consultation clause

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

Conclusion

[5] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[6] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 October 2022. The nominal expiry date of the Agreement is 21 October 2025.



DEPUTY PRESIDENT

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Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4134

Applicant: UGL Operations and Maintenance Pty Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Kevin Barry, Industrial Relations Advisor have the authority given to me by UGL Operations and Maintenance Pty Limited to give the following undertakings with respect to the UGL Services and CEPU Communications Enterprise Agreement 2022 ("the **Agreement**"):

1. Clause 4.1.1(a)(ii) shall now read as follows:

Delete

5 weeks of paid annual leave for a shift worker, being a shift worker who is rostered to work continuous shiftwork and who regularly work on Sundays and public holidays.

Insert

5 weeks of paid annual leave for a shiftworker. For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

2. Clause 5.4.8 of the Agreement is taken not to be a term of the Agreement.
3. No apprentices will be engaged under the Agreement.
4. A new Clause 1.10.4(f) shall be inserted and shall read as follows:
On each occasion a casual employee is required to attend work the employee must be paid for a minimum of 2 hours' consecutive work.
5. Casual employees engaged under the Agreement shall be paid 25% casual loading in addition to any shift or overtime penalties.
6. Part-time employees engaged under this Agreement will be paid overtime penalties for all hours worked in excess of their agreed hours of work.



These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to read "K. Bony".

Signature

13 October 2022

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.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

**UGL Services and CEPU
Communications Enterprise Agreement 2022**

1. Agreement Operation

1.1 Title

This is the UGL Services and CEPU Communications Enterprise Agreement 2022

1.2 Contents

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1.3 Interpretation

1.3.1 In this Agreement, the following terms or abbreviations are defined as follows:

- a) **Act** means the *Fair Work Act 2009* (Cth), as varied or replaced from time to time.
- b) **Agreement** means the Enterprise Agreement
- c) **All-purpose** means the payment will be included in the rate of pay of an Employee who is entitled to the allowance, when calculating any penalties or loading including payments for overtime, payments while they are on all forms of paid leave, public holidays and pro rata payments on termination.
- d) **Base rate of pay** is the rate of pay payable to the employee for their ordinary hours of work but not including any of the following: incentive-based payments and bonuses; loadings; overtime or penalty rates; or any other separately identifiable amounts.
- e) **Building Code** means the *Code for the Tendering and Performance of Building Work 2016* (Cth), as operative, and as varied or replaced from time to time.
- f) **Commission** means the Fair Work Commission, as varied or replaced from time to time.
- g) **Communications** includes, but is not limited to, telecommunications.
- h) **De facto partner** of an employee — a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and includes a former De facto partner of the employee.
- i) **Emergency work** is work that is performed to maximise the safety of employees and/or the general public.
- j) **Employee(s)** means people directly engaged by the business who are performing work that this Agreement applies to (see 1.4 Application).

- k) Household member** of an employee means any other person who lives with the employee, on a genuine domestic basis, as a member of his/her household.
- l) Immediate family** of an employee means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- m) National Employment Standards (NES)** means the minimum entitlements set out in Divisions 3-12 of Part 2-2 of the Act.
- n) Permanent employee** means either a full-time or part-time employee.
- o) Rostered shift** means any shift of which an employee has had at least 48 hours' notice.
- p) Service** has the same definition as in section 22 of the Act.
- q) Union** means the CEPU.

1.4 Application

- 1.4.1 This Agreement covers employees who perform communications work within the classification structure of this Agreement for UGL Operations and Maintenance Pty Ltd.

This Agreement does not cover employees where a project specific enterprise Agreement approved under the Act is in place.

- 1.4.2 This Agreement operates to the exclusion of any modern award or other industrial instrument. Legislation (including the NES) or policy referred to in this Agreement is not incorporated into the Agreement. However, to be clear, other than in accordance with section 55 of the Act, no provision of this Agreement operates to the exclusion of the NES. Where this Agreement is more beneficial in a particular respect to an employee, then this Agreement shall prevail to the extent of the inconsistency. Where the NES is more beneficial in a particular respect to an employee, then the NES shall prevail to the extent of the inconsistency.

1.5 Operation

This Agreement operates from seven days after it is approved by the Commission and will expire 3 years after that date.

1.6 Disputes

- 1.6.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee(s) concerned and the relevant supervisor.
- 1.6.2 If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee(s) concerned and more senior levels of management up to and including the Business Unit Manager.
- 1.6.3 If the dispute is still not resolved, discussions between the employee(s) concerned may be escalated to the General Manager.
- 1.6.4 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and the discussions outlined above have taken place, a party to the dispute may refer the dispute to the Commission.
- 1.6.5 The Commission may deal with the dispute in 2 stages:

- 1.6.6 First, the Commission will attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- 1.6.7 Then, if the Commission is unable to resolve the dispute at the first stage, the Commission may arbitrate the dispute and, subject to the following, make a determination that is binding on the parties.
- 1.6.8 A decision that Commission makes when arbitrating a dispute must not be inconsistent with the Building Code or any legislative obligations.
- 1.6.9 The parties to the dispute agree to be bound by a decision made by Commission in accordance with this term, subject to any right of appeal in the Act.
- 1.6.10 Parties to this Agreement may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause. This may happen at any stage of the process.
- 1.6.11 While this dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the business to perform work (whether at the same or another workplace) that is safe and appropriate for the employee to perform.

1.7 Flexibility

- 1.7.1 Notwithstanding any other provisions of this Agreement, an employee and the business may agree to vary the effect of this Agreement to meet the genuine individual needs of the employee and the business via an 'individual flexibility arrangement' made pursuant to this clause.
- 1.7.2 An employee can't be forced to enter into an individual flexibility arrangement.
- 1.7.3 The terms that an employee and the business may agree to vary the effect of are those concerning:
 - a. hours of work;
 - b. shift loadings;
 - c. allowances;
 - d. assignment terms and conditions; and
 - e. cashing out of annual leave.
- 1.7.4 Any arrangement for individual flexibility under this clause must be genuinely agreed to by the employee and the business. The arrangement must be in writing and signed by the business and the employee (including the employee's parent or guardian where she/he is less than 18 years of age). A copy of the agreement must be given to the employee within 14 days of it being agreed to.
- 1.7.5 The Business must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the Act;
 - b. are not unlawful terms under section 194 of the Act; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.

- 1.7.6 The individual flexibility arrangement may be terminated:
- a. by the employee or the business giving 28 days' notice of termination, in writing, to the other party; or
 - b. at any time, by written Agreement between the employee and the business.

1.8 Consultation

- 1.8.1 This term applies if the business has made a definite decision to introduce a major change to production, program, organisation, structure or technology, regular roster or ordinary hours of work, in relation to its enterprise that is likely to have a significant effect on employees (i.e., the "relevant employees" for the purpose of this term).
- 1.8.2 This term does not limit, or have the effect of limiting, the right of the business to make decisions about redundancy or redundancy processes, demobilisation, or redeployment of employees based on operational requirements.
- 1.8.3 If a term in this Agreement provides for a major change to production, program, organisation, structure, or technology in relation to an enterprise of the business the requirements set out in this term are taken not to apply.
- 1.8.4 Major change
- a. If introducing a major change, the business must notify the relevant employees and unions of the decision to introduce the major change.
- 1.8.5 Employee representation
- a. Relevant employees may appoint a representative for the purposes of the procedures in this term. The business must recognise the representative if:
 - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation.
- 1.8.6 Discussions with employees
- a. As soon as practicable after making its decision, the business must discuss with the relevant employees and unions.
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the business is taking to avert or mitigate the adverse effect of the change on the employees.
- 1.8.7 For the purposes of the discussion— the business will provide, in writing, to the relevant employees and unions;
- 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.
- 1.8.8 However, the business is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives.
- 1.8.9 The business must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 1.8.10 When major change is likely to have a significant effect on employees

- a. 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 business 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
 - v. a change to regular roster or ordinary hours of work; or
 - vi. the need to retrain employees; or
 - vii. the need to relocate employees to another workplace; or
 - viii. the restructuring of jobs.

1.9 Assignment terms and conditions

- 1.9.1 An employee and the business may agree on assignment terms and conditions.
- 1.9.2 Assignment terms and conditions can take the form of:
 - a. an individual flexibility arrangement made pursuant to clause 1.7 of this Agreement; and/or
 - b. a common law agreement made between the business and an employee (other than where assignment terms and conditions would overall pay less than what would otherwise be payable under this Agreement).
- 1.9.3 Where the business proposes assignment terms and conditions, business will:
 - a. If proposing to pay less than an amount that would otherwise be payable under this Agreement, provide written information about the employee's monetary remuneration under the assignment terms and conditions when compared to this Agreement.
 - b. If the employee would not be disadvantaged on an overall monetary basis compared to what she/he will receive under this Agreement, the business will provide calculations (identifying the relevant classification) comparing the monetary entitlements that she/he would have received under this Agreement to the assignment terms and conditions at the request of the employee.

1.10 Types of employment

- 1.10.1 An employee may be engaged on a full-time, part-time, casual, or fixed term / task basis.
- 1.10.2 Full-time employment:
 - a. A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.
- 1.10.3 Part-time employment:
 - a. A part-time employee is an employee who is engaged to work on a part-time basis for a constant number of hours for less than 38 hours per week. The business may vary these hours, without reducing them, to meet operational requirements. Where this occurs, the business will provide at least 48 hours' notice of new starting and finishing times.

An employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays, and personal/carer's leave arising under this Agreement on a proportionate basis.

- b. For each ordinary hour worked, a part-time employee will be paid no less than hourly rate for the relevant classification specified in **Schedule 1** plus any applicable allowances.
- c. The business will inform a part-time employee upon engagement of their ordinary hours of work per week. The number of ordinary hours worked per week by a part-time employee may be varied by agreement between the business and the employee.
- d. Part-time employment—public holidays:
 - i. Where the normal hours of a part-time employee fall on a public holiday and work is not performed by the employee, such employee will not lose pay for the day.
 - ii. Where an employee works on the holiday, such employee will be paid at applicable overtime rates.
- e. Part-time employment—overtime:
 - i. A part-time employee will not be required to work outside of their hours unless urgent and/or unforeseen circumstances intrude. In such a case the employee must be paid at applicable overtime rates.

1.10.4 Casual employment:

- a. A casual employee is one engaged and paid as such.
- b. For each hour worked, a casual employee will be paid no less than casual hourly rate for the relevant classification specified in **Schedule 1**. This rate includes a casual loading of 25% applied to the base rate.
- c. The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy pay and the other benefits of permanent employment.
- d. Casual employees are entitled to payment of overtime for hours worked in excess of ordinary hours of a rostered shift or as otherwise specified in the day work or shift work 'hours' section (as applicable).
- e. Casual conversion shall be in accordance with Division 4A of the NES

1.10.5 Fixed term / task employment:

- a. Employees may also be engaged on a fixed term or fixed task contract with no guarantee of ongoing employment beyond that term or task.
- b. This type of employment will be structured to align with either full-time or part-time hours and conditions for the duration of the fixed term or fixed task.

2. Pay

2.1 Minimum rates and Classifications

- 2.1.1 Employees will be entitled to base rates of pay as set out in **Schedule 1** of this Agreement.
- 2.1.2 Where an employee was engaged prior to the operation of this Agreement, they are entitled to the base rate of pay or annual salary (see 2.5 below for more detail) that applied immediately prior to the operation of this Agreement to the extent these terms are more generous than what the Agreement would otherwise pay on an overall basis. The

increases of this Agreement (see 2.2) will be applied to this base rate of pay or annual salary.

2.1.3 The classifications of this Agreement are as defined in the Electrical, Electronic and Communications Contracting Award 2020 (as varied or replaced from time to time). In summary, this means that there are 10 grades of Communications Worker listed with corresponding minimum rates in **Schedule 1** of this Agreement. Further definition for classifications associated with wireless communications are identified in **Schedule 2**.

2.1.4 Higher Duties

- a. An employee engaged for one week (38 hours) or more performing the responsibilities of a higher classification than the employee's ordinary classification (e.g. leave relief) must be paid the higher rate for the whole period of higher duties.
- b. Where an employee performs higher duties as a Field Supervisor for one week (38 hours) or more must be an allowance \$2.14 per hour for the whole period of higher duties.

2.2 Increases

2.2.1 Increases are applied to the base rates of pay in Schedule 1 of this Agreement.

- a. Annual wage increases will be as follows:
 - i. 3.25% 12 months after the commencement of the agreement
 - ii. 3.25% 24 months after the commencement of the agreement

2.2.2 Where an employee was engaged prior to the operation of this Agreement, they are entitled to the base rate of pay or annual salary (see 2.5 below for more detail) that applied immediately prior to the operation of this Agreement to the extent these terms are more generous than what the Agreement would otherwise pay on an overall basis. The increases of this Agreement (see 2.2) will be applied to this base rate of pay or annual salary.

2.3 Allowances

2.3.1 Other than as specified below, the allowances and special rates of the award with coverage over the employees to whom this Agreement applies are incorporated into base rates of pay.

2.3.2 In summary, the allowances paid under this Agreement are:

- a. On-call / availability for duty allowance (see 3.5)
- b. Distant work - living away allowance (see 5.6)
- c. Meal allowance (see 5.8)
- d. Tower allowance (see 5.9)
- e. Service Increment Allowance (see 2.3.3)

2.3.3 Employees will receive an all-purpose Service Increment Allowance based on their continuity of service with the Employer as follows:

- a. After one (1) years' service with the Employer an Employee will receive an all-purpose allowance of \$0.08 per hour;
- b. After three (3) years' service with the Employer an Employee will receive an all-purpose allowance of \$0.13 per hour;
- c. After five (5) years' service with the Employer an Employee will receive an all-purpose allowance of \$0.25 per hour;
- d. After seven (7) years' service with the Employer an Employee will receive an all-purpose allowance of \$0.39 per hour;
- e. After ten (10) years' service with the Employer an Employee will receive an all-purpose allowance of \$0.52 per hour;

The Service Increment Allowance will increase in line with the wage increases described in clause 2.2.

2.4 Pay frequency

Employees will be paid weekly into their nominated bank account.

2.5 Annual salary instead of Agreement provisions

- 2.5.1 The Business may pay an employee an annual salary in satisfaction of any or all of the following provisions of this Agreement:
- a. clause 2.1 — Minimum rates;
 - b. clause 2.3 — Allowances;
 - c. clause 3.3 — shiftwork penalties; and
 - d. Overtime.
- 2.5.2 Where an annual salary is paid, the business will advise the employee in writing of the annual salary that is payable.
- 2.5.3 The annual salary must be no less than the amount the employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period as has been worked).
- 2.5.4 For the purposes of the National Employment Standards and to ensure minimum conditions are met in annual salary arrangements, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of the annual salary equivalent to the relevant rate of pay in **Schedule 1** and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties. However, for the purpose of taking paid leave or a public holiday, the employee must be paid the amount which they would have received for working ordinary time hours if they had not been on paid leave or a public holiday.
- 2.5.5 Where an annual salary is paid, it constitutes the ordinary time earnings for the purpose of superannuation.

2.6 Superannuation

- 2.6.1 Subject to the following, superannuation will be paid in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as varied or replaced from time to time.
- 2.6.2 Contributions will be paid into an eligible fund.
- 2.6.3 The minimum superannuation contribution for each eligible employee shall be paid in accordance with 10.5% of their ordinary time earnings. This amount will be set by the abovementioned legislation to the extent that the legislative entitlement is more generous than what is provided by this clause.

3 Hours

3.1 Spread of hours

- 3.1.1 Day workers
- a. The ordinary hours of work will be 6.00 am to 6.00 pm.
 - b. Provided that the usual starting time and usual finishing time within the spread of hours may be varied by agreement of the business and an individual employee via an individual flexibility arrangement (see 1.7 — Flexibility) or the majority of the

employees concerned. The spread of hours may be altered as to all or a section of the employees by agreement of the business and the employee or majority of the employees.

3.1.2 Shiftworkers

- a. An afternoon shift is any shift finishing after 6.00 pm and at or before midnight.
- b. A night shift is any shift finishing after midnight and at or before 8.00 am.

3.2 Ordinary hours and overtime — Day Workers

3.2.1 Ordinary hours of work may be worked Monday to Friday, inclusive.

3.2.2 The ordinary hours of work for day workers will be an average of 38 per week to be worked during a rostered shift on one of the following bases:

- a. 38 hours within a work cycle not exceeding seven consecutive days;
- b. 76 hours within a work cycle not exceeding 14 consecutive days;
- c. 114 hours within a work cycle not exceeding 21 consecutive days;
- d. 152 hours within a work cycle not exceeding 28 consecutive days;
- e. 190 hours within a work cycle not exceeding 35 consecutive days; or
- f. 228 hours within a work cycle not exceeding 42 consecutive days.

3.2.3 Overtime will be paid for all work done:

- a. outside ordinary hours or the rostered shift of a casual employee, at the rate of time and a half for the first two hours and then double time.
- b. on Sundays at the rate of double time.
- c. on public holidays (see 4.7), at the rate of double time and a half.

3.2.4 The overtime rates of this Agreement for day workers are summarised in the below table:

Option	Description	Overtime rate
(a)	Work outside ordinary hours (i.e. including Saturday)	1.5x (2 hours); then 2x
(b)	Sunday work	2x
(c)	Public holiday work	2.5x

3.2.5 An employee required to work overtime on a Saturday, Sunday, rostered day off or public holiday (see 4.7) must be paid a minimum of four hours at the appropriate penalty rate.

3.2.6 Overtime rates are in substitution for and not cumulative upon the casual loading.

3.2.7 Except as provided in relation to the minimum break between work on successive days (see 3.2.8), each day's work will stand alone when calculating overtime.

3.2.8 Minimum break between work on successive days:

- a. When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off work between work on successive working days.
- b. An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off work between those times must be released after completion of the overtime until the employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.
- c. If on the instructions of the business an employee resumes or continues work without having had the 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

3.3 Ordinary hours, penalty rates and overtime — Shift Work

- 3.3.1 The ordinary hours of shift workers may be worked on any day of the week and may be an average of 38 hours per week inclusive of crib time and must not exceed 228 hours in 42 consecutive days.
- 3.3.2 Subject to the following conditions, shift workers must work a rostered shift at such times as the business may require:
 - a. A shift will consist of not more than eight hours, inclusive of crib time; however, by mutual agreement between the business and an employee or majority of employees concerned, a shift can consist of up to 12 hours;
 - b. Except at the regular changeover of shifts an employee must not be required to work more than one shift in each 24 hours; and
 - c. An employee must not be required to work for more than five hours without a break for a meal.
- 3.3.3 The Business will not expect employees who are not shift workers to become shift workers, any employees that agree to work shiftwork where requested by the business the business will before implementing shiftwork, give 7 days' notice of intention to introduce shiftwork. The notice will include advice of the intended starting and finishing times of the respective shifts.
- 3.3.4 An employee whilst on afternoon or night shift (Monday to Friday) must be paid for such shift 30% more than the employee's ordinary rate.
- 3.3.5 An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights must be paid for such shift at the rate of time and a half for the first two hours and then double time.
- 3.3.6 An employee who:
 - a. during a period of engagement on shift, works night shift only; or

- b. works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle;

must, during such engagement, period or cycle, be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such shift, other than a Saturday or Sunday or Public Holiday. .

3.3.7 In the case of casual employees, the applicable shift work penalty and the casual loading are not cumulative.

3.3.8 Rate for working on Saturday shifts

- a. The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on Saturday is at the rate of time and a half. The extra rate is in substitution for and not cumulative upon overtime or shift premiums prescribed elsewhere in this Agreement.

3.3.9 Rate for working on a Sunday and public holiday shifts

- a. The rate at which continuous shiftworkers are to be paid for work on a rostered shift, the major portion of which is performed on a Sunday or public holiday, is at the rate of double time.
- b. The rate at which shiftworkers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:
 - i. Sunday—at the rate of double time
 - ii. Public holidays—at the rate of double time and a half

3.3.10 Shiftwork on weekends and public holidays:

- a. Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.
- b. Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift.
- c. Overtime is in substitution for and not cumulative upon shiftwork penalties.

3.3.11 Overtime for shiftwork

- a. For all time worked in excess of or outside the ordinary hours of work or on a shift other than a rostered shift, a shiftworker must be paid:
 - i. if employed on continuous shiftwork—at the rate of double time; or
 - ii. if employed on other than continuous shiftwork—at the rate of time and a half of the ordinary hourly rate for the first 2 hours and double time of the ordinary hourly rate thereafter.
- b. This clause does not apply where the time is worked:
 - i. by arrangement between the employees themselves;
 - ii. for the purpose of effecting customary rotation on shifts; or

- iii. on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with the Act. Provided that when less than 8 hours' notice has been given to the employer by a relief worker that the relief worker will be absent from work and the employee whom the relief worker should relieve is not relieved and is required to continue to work on the employee's rostered day off, the unrelieved employee must be paid at double time of the ordinary hourly rate.
- iv. Such extra rates will be in substitution for and not cumulative upon the shift premiums.

3.3.12 Continuous Shiftwork

- a. A continuous shiftworker means an employee regularly 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 business) and who is regularly rostered to work those shifts.
- b. Continuous shiftworkers are entitled to 20 minutes for crib which is counted as time worked.
- c. Overtime rates are in substitution for and not cumulative upon casual or shiftwork penalties. For example, this means time and a half would be 1.5x the base rate of pay for the employee's classification irrespective of whether they are a casual employee and/or a shiftworker.

3.3.13 Except as provided in relation to the minimum break between work on successive shifts (see 3.3.15), each day's work will stand alone when calculating overtime.

3.3.14 Rest period after shiftwork:

- a. A shiftworker, when going on shift, changing shift or returning to day work must have at least 10 consecutive hours off duty on completion of day work, shiftwork and any overtime and must not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances for any such off duty period.
- b. Provided that, if on the instructions of the business, such an employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee must be paid at double time rates until released from duty and then be entitled to 10 hours off duty and must not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances, for any such off duty period.

3.3.15 Minimum break between work on successive shifts:

- a. When overtime work is necessary it must, wherever reasonably practicable, be arranged so that employees have at least 8 consecutive hours off work between work on successive working days.
- b. An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 8 consecutive hours off work

between those times must be released after completion of the overtime until the employee has had 8 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.

- c. If on the instructions of the business an employee resumes or continues work without having had the 8 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent until they have had 8 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

3.4 Call-back

- 3.4.1 An employee recalled to work overtime after leaving the business premises or the jobs at which the employee is engaged (whether notified before or after leaving) must be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled.
- 3.4.2 This will not apply where it is customary for an employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

3.5 On-call / availability for duty

- 3.5.1 Where an employee is on availability duty, the employee must be paid an 'on call / availability for duty' allowance of \$260 per week and if required to work must be paid at the appropriate rate for actual time worked.
- 3.5.2 For a consecutive three week period only each year, commencing on the first full period that includes Christmas day, where an employee is on availability duty, the employee must be paid an 'on call / availability for duty' allowance of \$350 per week. The rate is in substitution for and not cumulative upon overtime
- 3.5.3 Availability for duty means that the employee concerned must be available to the business by means of telephone at any time the employee is receiving the on call / availability for duty allowance.
- 3.5.4 Actual time worked means the time taken from leaving the employee's home until their return to home. In the case of a single call out, the employee must be paid for a minimum of three hours at the appropriate rate.
- 3.5.5 This allowance shall increase in-line with the agreed pay increases.

3.6 Breaks

- 3.6.1 Meal breaks and rest breaks
 - a. Employees are allowed a rest break of 10 minutes on each day between the time of commencing work and the unpaid meal break. The rest break will be counted as part of time worked,
 - b. An employee, other than a shiftworker, is entitled to an unpaid meal break of not less than 30 minutes after every five hours worked.
 - c. A shiftworker is entitled to a paid meal break of 20 minutes per shift. Where a rostered shift is longer than 10 hours, shiftworkers are entitled to an additional paid meal break of 20 minutes.

- d. Meal breaks will be at the discretion of the business provided that an employee will not be compelled to work for more than five hours without a break for a meal other than for the purpose of:
 - i. making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle;
 - ii. performing emergency work; and /or
 - iii. continuing work for the purposes of leaving a site in a safe manner.

3.6.2 Rest breaks during overtime

- a. An employee must be allowed a paid rest break of 20 minutes after each four hours of overtime worked, if the employee is required to continue work after the rest break. Provided that where a day worker on a five-day week is required to work overtime on a Saturday, the first prescribed rest break, if occurring between 10.00 am and 1.00 pm, must be paid at ordinary rates.

3.7 Rostered day off

- 3.7.1 Rostered day off for the purpose of this Agreement is the weekday, not being a public holiday that an employee has off duty when working in accordance with an average hours' system.
- 3.7.2 Taking a rostered day off
 - a. Where an employee is entitled to a rostered day off during the employee's work cycle, they will advise the business of the weekday the employee is to take off.
- 3.7.3 A rostered day off will not coincide with a public holiday. Where a rostered day off would fall on a public holiday, the next working day will be substituted as the day off.
- 3.7.4 Substitution of a rostered day off
 - a. An individual employee, with the agreement of the business, may substitute the day the employee is to take off for another day. Employee requested days off will not be unreasonably refused.
- 3.7.5 In this subclause, reference to a day or working day may also be taken as reference to a part day or part working day as the case may be and is appropriate.
- 3.7.6 Accrual — rostered day off system
 - a. Where a rostered day off system is in place, a rostered day off will accrue based on an employee working an average of 8 ordinary hours per day with 0.4 hours accruing towards a monthly rostered day off.
 - b. Rostered days do not accrue for each day of absence from duty, other than if an employee is on annual leave, long service leave, public holiday, paid personal/carers leave, workers compensation, paid compassionate leave, paid training or jury service.
- 3.7.7 Should an employee's services be terminated with a rostered day off accrual not taken, the employee will be paid in lieu of that accrual as part of their termination payment(s).

4 Leave and public holidays

4.1 Annual leave

- 4.1.1 Permanent employees are entitled to annual leave in accordance with the NES. In summary the NES provides for:
- a. For each year of service with the employer employees are entitled to:
 - i. 4 weeks of paid annual leave; or
 - ii. 5 weeks of paid annual leave for a shift worker, being a shift worker who is rostered to work continuous shiftwork and who regularly work on Sundays and public holidays.
- 4.1.2 Annual leave accrues each pay period but does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence (other than community service leave or period of stand down).
- 4.1.3 Any untaken leave in one year cumulates to the next year. Untaken annual leave is paid out on termination at the amount that the employee would have received had they taken the leave.
- 4.1.4 Where an employee is entitled to a public holiday, or other period of leave under the NES (other than unpaid parental leave), which falls during a period of annual leave that day (or part day) will not be counted in the period of annual leave.
- 4.1.5 Annual leave is paid at the employee's base rate of pay, plus a loading of 17.5%, for the employee's ordinary rostered hours of work in the period. Annual leave will be paid at the time payment is made in the normal course of the employment.
- 4.1.6 Where the employee would have received a shift loading had the employee not been on leave during the relevant period and such loading would have entitled the employee to a greater amount than 17.5%, then the shift loading will be added to the base rate of pay instead of the 17.5% loading.
- 4.1.7 Annual leave may be taken by agreement between the employee and the business provided that the business will not unreasonably refuse a request to take accrued annual leave. When requesting to take annual leave employees should provide a minimum of 3 weeks' notice prior to the intended start date.
- 4.1.8 Notwithstanding the above, the business may direct an employee to take:
- a. up to a quarter of their accrued annual leave entitlement where the employee has accrued more than 8 weeks' annual leave;
 - b. leave where it shuts down all or part of the business provided that if an employee does not have sufficient accrued leave, she/he may be required to take leave without pay
- 4.1.9 Cashing out annual leave
- a. By written agreement with the business, an employee may elect to cash out part of his/her accrued annual leave entitlement in accordance with the NES (which provides, among other things, that the employee must maintain a minimum of 4 weeks accrued leave). Approval to cash out annual leave will not be unreasonably refused.

4.1.10 The provisions of this clause do not apply to casual employees

4.2 Personal / carer's leave

- 4.2.1 Employees are entitled to 10 days paid personal / carer's leave for each year of service with the employer which can either be taken as sick leave or carers' leave in accordance with the NES, as outlined in this clause.
- 4.2.2 Personal / carer's leave accrues each pay period according to the ordinary hours of work but does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence (other than community service leave or period of stand down).
- 4.2.3 Unused paid personal / carer's leave accumulates from year to year but is not paid on termination
- 4.2.4 Paid personal / carer's leave is paid at the employee's base rate of pay for the ordinary hours the employee would have worked during the period of leave.
- 4.2.5 Where a public holiday falls during a period of paid personal / carer's leave the employee is taken not to be on personal / carers leave on that day.
- 4.2.6 Sick Leave
- a. An employee is entitled to paid sick leave if they are not fit for work because of personal illness or personal injury. Paid sick leave is deducted from the employee's accrued entitlement to paid personal / carer's leave.
- 4.2.7 For all sick leave absences an employee may be required by the business to provide proof to satisfy a reasonable person of their need to take this leave. For the purpose of this Agreement reasonable proof is:
- a. a medical certificate indicating that the employee was unfit for work because of personal illness or injury; or
 - b. where it is not reasonably practical to obtain a medical certificate, a statutory declaration detailing the same information.
- 4.2.8 Carer's Leave
- An employee is entitled to paid or unpaid carers leave to provide care or support to a member of their immediate family or household because of:
- a. personal illness or personal injury affecting the member; or
 - b. an unexpected emergency affecting the member.
- 4.2.9 Paid carer's leave is deducted from the employee's accrued paid personal / carer's leave.
- 4.2.10 Employees (including casual employees) are entitled to a period of up to 3 days' unpaid carer's leave per occasion.
- 4.2.11 For all carer's leave absences an employee may be required by the business to provide proof to satisfy a reasonable person of their need to take this leave. For the purpose of this Agreement reasonable proof is:
- a. in the case of illness or injury of a member of the employee's immediate family or household:
 - i. a medical certificate indicating that the immediate family or household member had a personal illness or injury during a period of the leave: or

ii. a statutory declaration which includes a statement that the employee required leave to provide care or support to an immediate family or household member because of personal illness or injury.

b. in the case of an unexpected emergency a statutory declaration which includes a statement that the employee required leave to provide care or support to an immediate family or household member because of an unexpected emergency affecting that person.

4.2.12 Except for unpaid carer's leave, this clause does not apply to casual employees. When taking unpaid carer's leave, casual employees must comply with the notice and evidence requirements.

4.3 Compassionate leave

4.3.1 Employees are entitled to 2 days' compassionate leave per occasion in accordance with the NES, as outlined in this clause, where a member of their immediate family or household:

a. contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life; or

b. dies.

4.3.2 Except in the case of casual employees, compassionate leave is payable at the employee's base rate of pay for the ordinary hours the employee would have worked had they not proceeded on the leave.

4.3.3 In order to be entitled to compassionate leave an employee may be required to provide the business with evidence to satisfy a reasonable person.

4.4 Family and Domestic Violence Leave

4.4.1 Employees including Casual Employees will be entitled to Family and Domestic Violence Leave in accordance with this clause and the NES

4.4.2 If in the event that a Company policy is introduced during the life of this Agreement regarding Family and Domestic Violence Leave that provides for a more generous entitlement than that provided for in this clause, the Employee shall receive the entitlements provided for in the Company policy.

4.4.3 Definitions:

a. "Family and Domestic Violence" means violent threatening or other abusive behaviour by a family member towards another family member which may include verbal, physical, emotional, sexual, financial, social or spiritual abuse which seeks to coerce or control, and that causes harm or to be fearful

b. "Family Member" means spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or spouse; or a person with an employee family network according to Aboriginal or Torres Strait Islander kinship rules.

4.4.4 Reference to a spouse or de facto partner in the definition of family member in clause 4.4.3 includes a former spouse or de facto partner.

4.4.5 Entitlement to Family and Domestic Violence Leave

- a. An Employee is entitled to ten (10) days' paid 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.
- b. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and employer.

4.4.6 Taking Unpaid Leave

- a. 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 of their ordinary hours of work.
- b. 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 urgent court hearings, or accessing police services.

4.4.7 Service and Continuity

- a. 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.

4.4.8 Notice and Evidence Requirements

- a. As soon as reasonably practicable an Employee must give the Company notice of taking leave by the Employee under clause 4.4.5
- b. 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.

4.4.9 Confidentiality

- a. The Employer must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 4.4.8 is treated confidentially, as far as it is reasonably practical to do so.
- b. Nothing in clause (a.) prevents an Employer 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.
- c. Information concerning an Employee's experience of family or domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Employer should consult with Employees regarding the handling of this information.

4.4.10 Compliance

- a. The Employer may require an Employee to reasonably comply with clause 4.4.8 to take leave under clause 4.4.5

4.5 Community service leave

- 4.5.1 Employees (including casual employees) are entitled to community service leave, in accordance with the NES and relevant State legislation, as outlined in this clause, to attend;
 - a. jury service; or
 - b. a voluntary emergency management activity with a recognized body to deal with an emergency or natural disaster
- 4.5.2 Employees are required to notify the business as soon as reasonably practicable of their intention to take leave and advise the period (or expected period) of the absence.
- 4.5.3 Where an employee:
 - a. is required to attend jury service she/he will be paid the difference between their base rate of pay for rostered hours and the amount received for jury service.
 - b. attends a voluntary emergency management activity she/he will be paid at their base rate of pay for the ordinary hours the employee was scheduled to work.
- 4.5.4 To be entitled to community service leave employees must provide proof to satisfy a reasonable person that she/he has been / will be engaged in an eligible community service activity. For employees on jury service, they are also required to provide an attendance certificate.

4.6 Long service leave

An employee is entitled long service leave in accordance with the relevant State or Territory legislation.

4.7 Parental leave

- 4.6.1 Employees are eligible to be paid parental leave in accordance with this clause and the NES.
- 4.6.2 If in the event that a Company policy is introduced during the life of this Agreement regarding Family and Domestic Violence Leave that provides for a more generous entitlement than that provided for in this clause, the Employee shall receive the entitlements provided for in the Company policy.
- 4.4.3 Definitions:
 - a. "Primary Carer" - a person is a Primary Carer of a child if the person has the principal responsibility for the day to day care and welfare of the child immediately at the time of birth or stillbirth, or placement of an adopted child. Only one person can be a child's Primary Carer at the time of birth or stillbirth, or placement of an adopted child. For example, the non-birth parent may be considered a Primary Carer where the birth parent is physically incapacitated, deceased or returns to work immediately upon the birth of a child.

- b. "Partner" - A person is a Partner if they are a:
 - i. Spouse of an eligible employee; or
 - ii. De facto partner of an eligible employee (that is, a person who is not legally married to the employee but lives with them in a relationship as a couple on a genuine domestic basis, regardless of gender).
- c. "Eligible Employee(s) - Comprises of:
 - i. Staff - Salaried staff that are not covered by an enterprise or collective agreement engaged either on a full time or part time basis.
 - ii. Workforce - Employees whose employment is covered by an enterprise or collective agreement (or its equivalent) engaged either on a full time or part time basis.
 - iii. Casual - Employees who have completed twelve (12) months of continuous service with the Group on a regular and systematic basis and, but for the birth, stillbirth or adoption, would have a reasonable expectation of continuing employment on that basis.
 - iv. Maximum term - Employees engaged under a maximum-term contract with a minimum of twelve (12) months of continuous service with the Group.
 - v. Fixed term - Employees engaged under a fixed-term contract with a minimum of twelve (12) months of continuous service with the Group.

4.6.4 Eligibility

To be Eligible for Paid Parental Leave, Employees must have a minimum of twelve (12) months continuous service with the Employer at the:

- a. date of birth, stillbirth, or expected date of birth, of a child or
- b. date of placement, or expected date of placement, of an adopted child

Where both parents are Eligible Employees of the Group, only one Primary Carer and Partner Payment will be made to the couple within a 12-month period

Eligible employees are not entitled to any extension of Paid Parental Leave if a public holiday falls within the period.

An Eligible Employee is only required to meet the minimum period of continuous service for the first period of Paid Parental Leave.

4.6.5 Entitlements

- a. **Primary Carer Leave** – The Employer provides an Eligible Employee up to sixteen (16) weeks of continuous paid leave to the Primary Carer of a child or adopted child under the age of 16 years (**Primary Carer Leave**).

Primary Carer Leave will be paid in the ordinary pay cycle at full pay or half pay at the election of the Eligible Employee in accordance with section 4.6.6

If an employee on a maximum or fixed term contract is entitled to Paid Parental Leave under this Agreement, then they will only be eligible to receive payment for the duration of their contract period (capped at sixteen weeks)

If less than sixteen (16) weeks of Paid Parental Leave is taken, Primary Carer Leave will be pro-rated in accordance with the period of leave taken.

Primary Carer Leave must be taken in one continuous period:

- i. from the time of birth, still birth, or no earlier than six (6) weeks before the birth; or
 - ii. from the date of placement of an adopted child under 16 years
- b. **Partner Leave** – The Employer provides an Eligible Employee up to two (2) weeks of continuous paid leave to the Partner of a Primary Carer of a child or adopted child under the age of 16 years on in the case of a stillbirth (Partner Leave).

Partner Leave will be paid in the ordinary pay cycle at full pay.

if less than two (2) weeks of Partner Leave is taken, the payment will be pro-rated in accordance with the period of Partner Leave taken.

Partner Leave must be taken in one continuous period:

- i. from the time of birth or stillbirth; or
 - ii. from the date of placement of an adopted child under 16 years
- c. **Stillbirth** – The Employer provides an Eligible Employee whose pregnancy has ended as a result of a stillbirth within 20 weeks of the expected date of birth of the child, up to sixteen (16) weeks of continuous paid leave from the date of stillbirth. If less than sixteen (16) weeks of parental leave is taken, the Group PPL will be pro-rated in accordance with the period of leave taken

4.6.6 Rate of Pay

Paid Parental Leave is paid at the rate of an Eligible Employee's:

- a. base rate of pay; or
- b. average ordinary pay for the previous 6-month period prior to the parental leave being taken (for Casuals)

4.6.7 Continuous Service

The period of Paid Parental Leave taken by the Eligible Employee does not break the employee's continuity of service, however, it will not count as service for the purpose of accrual of any service-related entitlements, subject to any specific requirements under local legislation.

4.8 Public holidays

- 4.7.1 Public holidays will be observed as public holidays as Gazetted for the work location.
- 4.7.2 Employees who do not have ordinary working hours falling on a particular public holiday will not be entitled to payment for that public holiday (unless they work on that public holiday).
- 4.7.3 Where employees are not required to work on a day which they are normally required to work because it is a public holiday, they will be paid at their base rate of pay for the ordinary hours of work on that day in accordance with the NES.

4.7.4 Where an employee is required to work on a public holiday, they will be paid overtime.

5 General

5.1 Duties

5.1.1 At all times in performing their duties and responsibilities, employees are required to:

- a. comply with any lawful direction given by the business (including via policies and procedures as introduced, varied, or replaced from time to time);
- b. participate in training as required by the business;
- c. use their best endeavours;
- d. devote the whole of their time and attention to their work;
- e. not engage in any activities which seek to publicly harm the reputation, or criticise the actions, of the business; and
- f. ensure the highest level of safe working practices are adhered to and maintained.

5.1.2 Workplace Flexibility;

- a. Employees are required to be multi-skilled and work in a flexible manner. All employees will be required to perform a diverse range of functions within their skill and competence. There must not be any demarcation, restriction or limitation on the performance of work whatsoever, including or between traditional trades (craft), occupations, vocations or callings; or whether by way of demands, workplace requirements or work practices inconsistent with the Act or the Fair Work (Building Industry) Act 2012 (Cth) and its replacement and/or successor(s).

5.2 Clothing & Personal Protective Equipment

5.2.1 Personal protective equipment and clothing will be provided to employees by the business with consideration of appropriate quality to ensure health and safety of employees.

5.2.2 An initial allocation at the commencement of employment of five shirts and three pairs of trousers and one pair of safety boots will be provided to permanent employees and then replaced at the discretion of the business on a fair wear and tear basis.

5.3 Amenities

5.3.1 The Company will provide appropriate toilet facilities in accordance with the relevant Work, Health and Safety obligations in consideration of the length of the works, distance to permanent amenities from the job site, geographic location, number of people working together and any other considerations that may arise on a case by case basis

5.4 Termination

5.4.1 Subject to the following, notice of termination will be provided pursuant to the National Employment Standards (NES).

5.4.2 Except in the case of casual employees, the contract of employment may be terminated at any time by either party providing notice in accordance with the table below.

Employee's period of continuous employment with The employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 5.4.3 The period of notice is increased by one week if the employee is over 45 years of age and has completed at least 2 year's continuous service with the business, provided that the employee will not be required to provide additional notice because of age.
- 5.4.4 For casual employees, employment may be terminated by either party giving one working days' notice.
- 5.4.5 In the case of the business terminating the contract of employment, notice of the effective day of termination will be provided in writing to the employee.
- 5.4.6 The business may either require the employee to work out the notice period or may make payment in lieu of notice not provided.
- 5.4.7 Where the business has given notice of termination, an employee is entitled to up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the business.
- 5.4.8 Where the employee fails to provide the required notice, the business may deduct from any monies owing (e.g. under this Agreement or the NES) an amount equivalent to the notice not provided. The employee will forfeit payments for the period not worked.
- 5.4.9 Notwithstanding the above you may be dismissed without notice for serious misconduct, in which case the employee is only entitled to be paid for the time worked up to the time of dismissal.
- 5.4.10 On termination of employment, the employee will return all company property (e.g. Vehicle) prior to receiving any final payments.

5.5 Redundancy

- 5.5.1 Where an employee is terminated for reason of redundancy the business will comply, where applicable, with the redundancy pay provisions contained in the National Employment standards or as contained within the Agreement whichever is greater as summarised below.
- 5.5.2 An employee is made redundant where their employment is terminated:
- a. At the business initiative because it no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary of customary turnover of labour; or
 - b. because of the insolvency or bankruptcy of the business
- 5.5.3 Where eligible, the NES or the Agreement which ever is greater provides for the employees to receive redundancy payments calculated at their base of pay in accordance with the following table:

Period of continuous service	Redundancy pay
1 year but less than 2 years	4 weeks

2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	11 weeks
7 years but less than 8 years	13 weeks
8 years but less than 9 years	14weeks
9 years but less than 10 years	16 weeks
10 years and over	12 weeks

5.5.4 1 weeks' pay is calculated at the base rate of pay for an employee's ordinary hours of work.

5.5.5 The amount of redundancy pay is in addition to the notice requirements.

5.5.6 Employees are not entitled to redundancy pay if:

- a. they have less than 12 months' continuous service;
- b. employed for a specified period of time, for a specified task, or for the duration of a specified season;
- c. terminated because of serious misconduct;
- d. employed as a casual;
- e. engaged as an apprentice;
- f. a training arrangement applies (other than an apprenticeship) and the employment is for a specified period of time or for any reason limited to the duration of the training arrangement;
- g. there is a transfer of employment where an employee accepts employment with the new employer who agrees to recognise the employee's service with the business;
or
- h. there is a transfer of employment and an employee rejects an offer of employment with the new employer which recognises the employee's service with the business and the terms and conditions of employment offered are on an overall basis no less favourable than those provided by the business.

5.6 Distant work

5.6.1 Distant work is when the distance to and from a place of work make it reasonably necessary that an employee should live and sleep at some place other than their usual place of residence.

5.6.2 Distant work is temporary in nature and generally will not extend beyond two months.

5.6.3 Board and lodging — working away

- a. Where an employee is engaged as a distant worker the business will provide the employee with suitable board and lodging and meals (including camp accommodation).
- b. Where the business provides board and lodging to a distant worker but is unable to provide all meals, the employee will receive an amount to compensate for meals being prepared each day in accordance with the rate prescribed below.

- c. Where the business is unable to provide suitable board and lodging and meals (including camp accommodation), the business will provide a working away allowance in accordance with the rate prescribed below.
- d. The decision of whether to provide accommodation or pay a working away allowance will be made after consultation with affected employees.
- e. Where employees are provided with camp accommodation they are required to comply with the relevant rules for that camp.
- f. Working away entitlements will continue to be provided where an employee is taking a prescribed rest period (e.g. a minimum break between work on successive days or shifts).

5.6.4 Employees are entitled to allowances as per the table below:

Option	Description	Allowance
(a)	Business provided accommodation and meals	Nil
(b)	Business provided accommodation (limited meals)	\$30 per meal (max 3 meals / day)
(c)	Working away allowance	Metro: \$285 / day Regional: \$230 / day

5.6.5 Other than where an employee is required by the business to remain on distant work for a rostered day off or other day the employee is not scheduled to work, allowances will only be paid for each day the employee has worked a minimum of 7.6 hours (or less at the business direction) or if the employee is on personal/carer's leave supported by a medical certificate. If it is not practicable to get a medical certificate due to the location of the distant work, a statutory declaration may be provided in substitution. Personal leave notice and evidence requirements apply.

5.6.6 An employee receiving the above allowances must complete the businesses documentation to substantiate the payment of such allowances, in line with the business policies and procedures, as varied and replaced from time to time.

5.6.7 Types of distant work

- a. Distant workers are often described as FIFO workers (Fly-in Fly-Out), DIDO workers (Drive-In Drive-Out) or TITO workers (Travel- in Travel -Out).

5.6.8 The business will pay the expense of, and where necessary arrange, travel to distant work.

5.7 Daily Travel

5.7.1 The provisions of this clause 5.7 regarding travel time and excess travel time do not apply in the circumstances where an employee starts and finishes at the business depot nominate as their location of employment.

- 5.7.2 It is a condition of employment that all employees, when instructed by the business, will start and finish their daily working hours and duties at a nominated work site.
- 5.7.3 Employees with business vehicles will be expected to transport other employees to work site locations.
- 5.7.4 Travel between work site locations within any day or shift will be considered time worked.
- 5.7.5 Employees are required to travel to and from a nominated worksite in their own time each working day to a maximum of 60 minutes at the beginning of the day or shift and up to 60 minutes at the end of the day or shift.
- 5.7.6 Where travel time exceeds 60 minutes at the beginning of the day or shift and up to 60 minutes at the end of the day or shift then such additional time will be considered 'excess travel time' and paid for at the applicable base rate of pay, subject to the following:
- a. Excess travel time is not considered time worked. As such, it does not attract any penalty or loading, nor does it reduce the number of ordinary hours an employee may work on a particular day. It will not be taken into account when calculating overtime penalty rates, or accruals for paid leave like annual leave, personal/carer's leave, long service leave or public holiday payments.
 - b. Where payment for excess travel time is being claimed, unless otherwise instructed by the business, the eligible employee(s) must provide detail on their timesheet from a Global Positioning System (GPS) of the distance from their home to the work site location and estimated travel times. A GPS includes, but is not limited to, google maps (www.google.com.au/maps). If the GPS information is not sufficient to demonstrate eligibility for payment of excess travel time (i.e. because estimated travel time is less than 60 minutes at the beginning of the day or shift and up to 60 minutes at the end of the day or shift, the employee should contact their Supervisor and discuss how their travel time was calculated.
- 5.7.7 Travel time will be calculated as follows:
- a. The measurement of travel time will be based on the most direct route. The most direct route is that which takes the shortest time to travel; and
 - b. The measurement of travel time will include geographical constraints and traffic/road conditions

5.8 Meal allowance

- 5.8.1 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 will either be supplied with a meal by the business or be paid \$20.00
- 5.8.2 If work continues for a further four hours from when the employee first became eligible for payment of a meal allowance (not including the meal break taken), an employee will be paid an additional meal allowance of \$20.00
- 5.8.3 Unless the business advises an employee on the previous day (or earlier) that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the business will provide such second and/or subsequent meals or pay a meal allowance

5.9 Towers allowance

- 5.9.1 A Tower Allowance is payable where an employee works on telecommunication towers to a height greater than 15 metres on that working day. This includes the erection and dressing

of such structures. For clarification this applies to all work carried out whether working from an EWP, crane dogbox or climbing.

Amounts payable per day are as follows:

Min Height (metres)	Max Height (metres)	Daily Rate
> 15	≤ 30	\$3.70
> 30	≤ 45	\$7.40
> 45	≤ 60	\$11.10
> 60	≤ 75	\$14.80
> 75	≤ 90	\$18.50
> 90	≤ 105	\$22.20
> 105	≤ 120	\$25.90
> 120	≤ 135	\$29.60
> 135	≤ 150	\$33.30
> 150		\$40.70

5.10 Inclement weather

5.10.1 Definition:

Inclement weather means the existence of abnormal and extreme climatic conditions by virtue of which it is either not reasonable or not safe for employees exposed to continue working for the duration of such conditions.

5.10.2 Decision about inclement weather:

When requested by the employees or their representative, the business management must determine within a reasonable time (which does not exceed 60 minutes) whether or not the conditions referred to in this clause apply.

5.10.3 Transfer of work site due to inclement weather:

- a. Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site or to another site which is not affected by inclement weather.
- b. Work at the new site may include attendance at toolbox meetings, work planning sessions, skill development and training activities, or any other work that it is safe and reasonable for an employee to perform.
- c. The business will provide transport to the new work site where necessary.

5.10.4 Payment for lost time due to inclement weather:

- a. An employee will be entitled to payment for ordinary time lost due to inclement weather while such conditions prevail.

- b. An employee will not be entitled to payment for time lost due to inclement weather as provided for in this clause unless the provisions of this clause have been observed.

5.11 Income Protection Insurance

- 5.11.1 UGL will contribute up to a maximum of \$26 per week per permanent employee (inclusive of GST and Stamp Duty) to an income protection plan. In the event the claims experience requires a review of the insurance plan, the adjustment will be to the plan coverage and not UGL's insurance premium.

6. Signatories

For and on Behalf of UGL Operations and Maintenance Ptd Ltd (ABN: 17 114 888 201) by its authorised officer:


.....
Signed


.....
Witnessed

Sam Goldsmith
Executive General Manager Services
Level 8, 40 Miller Street
North Sydney, NSW, 2060


.....
Print Name

Dated: 23 September 2022



For and on Behalf of the CEPU, by its authorised officer:


.....
Signed


.....
Witnessed

Greg Rayner
Divisional Secretary
CEPU, Communications Division
Level 9, 365 Queen Street
Melbourne, Victoria, 3000

.....
Dahlia Khatab
.....
Print Name

Dated: 13 October 2022

Schedule 1 – Pay

The below pay rates are effective from the Commencement of the Agreement.

Further pay increase are in accordance with clause 2.2

Permanent Employees – Hourly Rates of Pay

Classification	Base Rate	30%	x1.5	x2	x2.5
Grade 1	\$26.99	\$35.09	\$40.49	\$53.98	\$67.48
Grade 2	\$28.51	\$37.06	\$42.77	\$57.02	\$71.28
Grade 3	\$34.37	\$44.68	\$51.56	\$68.74	\$85.93
Grade 4	\$36.38	\$47.29	\$54.57	\$72.76	\$90.95
Grade 4 WR1	\$36.38	\$47.29	\$54.57	\$72.76	\$90.95
Grade 4 WT1	\$36.38	\$47.29	\$54.57	\$72.76	\$90.95
Grade 4 WR2	\$40.67	\$52.87	\$61.01	\$81.34	\$101.68
Grade 4 WR3	\$44.32	\$57.62	\$66.48	\$88.64	\$110.80
Grade 4 WR4	\$46.34	\$60.24	\$69.51	\$92.68	\$115.85
Grade 5	\$38.75	\$50.38	\$58.13	\$77.50	\$96.88
Grade 5 WT2	\$40.67	\$52.87	\$61.01	\$81.34	\$101.68
Grade 6	\$42.37	\$55.08	\$63.56	\$84.74	\$105.93
Grade 6 WT3	\$44.32	\$57.62	\$66.48	\$88.64	\$110.80
Grade 6 WT4	\$46.34	\$60.24	\$69.51	\$92.68	\$115.85
Grade 6 W5	\$49.44	\$64.27	\$74.16	\$98.88	\$123.60
Grade 7	\$44.24	\$57.51	\$66.36	\$88.48	\$110.60
Grade 8	\$46.03	\$59.84	\$69.05	\$92.06	\$115.08
Grade 9	\$47.76	\$62.09	\$71.64	\$95.52	\$119.40
Grade 10	\$49.87	\$64.83	\$74.81	\$99.74	\$124.68

Casual Employees – Hourly Rates of Pay

Classification	Base Rate	30%	x1.5	x2	x2.5
Grade 1	\$33.74	\$35.09	\$40.49	\$53.98	\$67.48
Grade 2	\$35.64	\$37.06	\$42.77	\$57.02	\$71.28
Grade 3	\$42.96	\$44.68	\$51.56	\$68.74	\$85.93
Grade 4	\$45.48	\$47.29	\$54.57	\$72.76	\$90.95
Grade 4 WR1	\$45.48	\$47.29	\$54.57	\$72.76	\$90.95
Grade 4 WT1	\$45.48	\$47.29	\$54.57	\$72.76	\$90.95
Grade 4 WR2	\$50.84	\$52.87	\$61.01	\$81.34	\$101.68
Grade 4 WR3	\$55.40	\$57.62	\$66.48	\$88.64	\$110.80
Grade 4 WR4	\$57.93	\$60.24	\$69.51	\$92.68	\$115.85
Grade 5	\$48.44	\$50.38	\$58.13	\$77.50	\$96.88
Grade 5 WT2	\$50.84	\$52.87	\$61.01	\$81.34	\$101.68
Grade 6	\$52.96	\$55.08	\$63.56	\$84.74	\$105.93
Grade 6 WT3	\$55.40	\$57.62	\$66.48	\$88.64	\$110.80
Grade 6 WT4	\$57.93	\$60.24	\$69.51	\$92.68	\$115.85
Grade 6 W5	\$61.80	\$64.27	\$74.16	\$98.88	\$123.60
Grade 7	\$55.30	\$57.51	\$66.36	\$88.48	\$110.60
Grade 8	\$57.54	\$59.84	\$69.05	\$92.06	\$115.08
Grade 9	\$59.70	\$62.09	\$71.64	\$95.52	\$119.40
Grade 10	\$62.34	\$64.83	\$74.81	\$99.74	\$124.68

Schedule 2 – Wireless Classification Definitions

In order to assist in the classification or reclassification of wireless employees, the following shall apply:

1. Where the employee has the relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified; and
2. The employee is exercising and is required to exercise the skills and knowledge gained from the qualification necessary for that level of work and the company requires it to be utilised on an ongoing basis.

The employee shall be classified appropriately.

Rigger (Grade 4 WR1)

Rigger with a minimum Basic Rigger and Dogman qualification.

Rigger 21C (Grade 4 WR2)

Experienced Rigger with a minimum of RI and DO qualification. Employee is capable and required to regularly coordinate work sites autonomously with limited supervision. Employee provides guidance and training to employees at lower levels and is capable of performing higher duties as required.

Rigger Team Leader (Grade 4 WR3)

Rigging Team Leader, experienced Rigger with a minimum of RA and DG qualification, permanently in charge of a crew of 2 or more employees and responsible for the coordination of work sites. Employee provides guidance and training to employees at lower levels

Senior Rigging Team Leader (WR4)

Senior Rigging Team Leader. Classification at this level will occur at the Company's discretion.

Wireless Technician (Grade 4 WT1)

An employee who undertakes wireless installations with supervision and minimal instruction

Experienced Wireless Technician (Grade 5 WT2)

Experienced qualified Wireless Technician who undertakes installations autonomously under limited supervision. Employee provides guidance and training to employees at lower levels.

Senior Technician (Grade 6 WT3)

A qualified Senior Wireless Technician who undertakes complex wireless installations autonomously and provides expert guidance and training to employees at lower levels. Employee is capable and required to coordinate work sites autonomously with limited supervision. The employee is capable and required to perform higher duties as required

Team Leader / Technical Specialist (Grade 6 WT4)

Employees at this level are Senior Wireless Technicians permanently in charge of a team of 2 or more people. They provide design and specialist technical advice. The employee is also responsible for the coordination of work sites.

Senior Technical Specialist (Grade 6 W5)

Employees at this level are experts in their field as a Rigger, Technician, or both. Employees at this level will be required to lead large teams on complex sites. The employee will provide expert level design and specialist technical advice. Classification at this level will occur at the Company's discretion.



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4134

Applicant: UGL Operations and Maintenance Pty Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Kevin Barry, Industrial Relations Advisor have the authority given to me by UGL Operations and Maintenance Pty Limited to give the following undertakings with respect to the UGL Services and CEPU Communications Enterprise Agreement 2022 ("the **Agreement**"):

1. Clause 4.1.1(a)(ii) shall now read as follows:

Delete

5 weeks of paid annual leave for a shift worker, being a shift worker who is rostered to work continuous shiftwork and who regularly work on Sundays and public holidays.

Insert

5 weeks of paid annual leave for a shiftworker. For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

2. Clause 5.4.8 of the Agreement is taken not to be a term of the Agreement.
3. No apprentices will be engaged under the Agreement.
4. A new Clause 1.10.4(f) shall be inserted and shall read as follows:
On each occasion a casual employee is required to attend work the employee must be paid for a minimum of 2 hours' consecutive work.
5. Casual employees engaged under the Agreement shall be paid 25% casual loading in addition to any shift or overtime penalties.
6. Part-time employees engaged under this Agreement will be paid overtime penalties for all hours worked in excess of their agreed hours of work.



These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, appearing to read "K. Bony".

Signature

13 October 2022

Amendment commencing on 1 January 2014

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (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 employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or

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

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).