



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Application by UGL Rail Services Pty Limited

(AG2022/3835)

Building, metal and civil construction industries

COMMISSIONER HUNT

BRISBANE, 5 OCTOBER 2022

Application for approval of the UGL Rail APMC Enterprise Agreement 2022

[1] UGL Rail Services Pty Limited (the Employer) has applied for approval of an enterprise agreement known as the *UGL Rail APMC Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Fair Work Commission (the Commission) raised certain concerns regarding the Agreement with the Employer, and as a result, the Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. Pursuant to s.190(4) of the Act, I sought the views of the Australian Rail Tram & Bus Industry Union SA/NT (RTBU) regarding the undertakings, allowing a period of two business days from receipt of the undertakings to provide any views.

[3] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.190 of the Act, I accept the undertakings. In accordance with s.201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[4] I have taken into consideration the material filed in the Commission. Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account s.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[5] The RTBU being a bargaining representative for the Agreement has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the RTBU.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 October 2022. The nominal expiry date of the Agreement is 1 July 2025.



COMMISSIONER

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ANNEXURE A



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/3835

Applicant: UGL Rail Services 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 Rail Services Pty Limited to give the following undertakings with respect to the UGL Rail APMC Enterprise Agreement 2022 ("the **Agreement**"):

1. For the purpose of clause 5. Continuous Shift Worker shall now read as follows:

Delete

"Continuous Shift Worker" means an Employee that is rostered shifts inclusive of weekends and public holidays, over 7 days, 24 hours per day

Insert

"Continuous Shift Worker" for the purposes of the NES means an Employee that is rostered shifts inclusive of weekends and public holidays, over 7 days, 24 hours per day

2. For the purpose of clause 29.2 Compassionate Leave, 29.2(b) shall now read as follows:

Delete

The Employee shall supply evidence satisfactory to UGL Rail to support Compassionate Leave absences.

Insert

The Employee shall supply evidence that would satisfy a reasonable person to support Compassionate Leave absences.

3. For the purpose of clause 10.3, Casual Employment at 10.3 shall now read as follows:

Delete

A casual Employee is to be one engaged and paid as such. Casual Employees are paid a 25% loading calculated on the All-Inclusive hourly rate of pay for a full-time Employee specified in Appendix A. This loading is in lieu of annual leave, public



holidays, personal leave and any other paid leave as well as notice of termination and redundancy pay.

Insert

A casual Employee is to be one engaged and paid as such. Casual Employees are paid a 25% loading calculated on the All-Inclusive hourly rate of pay for a full-time Employee specified in Appendix A. This loading is in lieu of annual leave, public holidays, personal leave and any other paid leave as well as notice of termination and redundancy pay.

On each occasion a casual employee is required to attend work the employee must be paid for a minimum of 4 consecutive hours' work. In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for no less than 3 consecutive hours.

4. The Applicant undertakes that any Employee required to work less than 5 successive afternoon/night shifts will be paid for such shifts as follows:
 - i. For a full-time or part time employee, at **150%** of the all-inclusive hourly rate for the first 2 hours and **200%** of the all-inclusive hourly rate thereafter or
 - ii. For a casual employee, at **187.5%** of the all-inclusive hourly rate for the first 2 hours and **250%** of the all-inclusive hourly rate thereafter.

5. The Applicant undertakes that any casuals engaged on a Saturday will be paid an overtime penalty of **187.5%** of the all-inclusive hourly rate for the first 3 hours and **250%** of the all-inclusive hourly rate thereafter.

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

Signature

27 September 2022



**UGL RAIL – Adelaide Parklands Maintenance Centre (APMC) –
ENTERPRISE AGREEMENT 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 this agreement.

1. TITLE

This Agreement shall be known as the *UGL Rail APMC Enterprise Agreement 2022*

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. PARTIES BOUND, SCOPE AND NATURE OF AGREEMENT

The parties to this Agreement are:

- 3.1 UGL Rail Services Pty Limited (ABN 58 000 003 136) (“**UGL Rail**”); and
- 3.2 All UGL Rail Services Pty Ltd Employees located he Adelaide Parklands Maintenance Centre, Sir Donald Bradman Drive, Keswick, S.A. 5053 and engaged in any of the classifications specified in Appendix – A of this Agreement (“**Employees**”).

It is also intended that upon approval of the Agreement by Fair Work Commission, The Rail, Tram and Bus Union of Australia (“**Union**” or “**RTBU**”) will be covered by the Agreement.

Where an Employee is temporarily seconded, transferred or requested to travel to other locations, and the terms of this Agreement are more favourable than those at the place to which the Employee has been seconded, transferred or requested to travel, the terms of this agreement shall apply to the Employee.

This Agreement will operate to the exclusion of any other industrial agreements, awards, modern awards or industrial instruments (whether or not made or lodged pursuant to the Fair Work Act 2009 (Cth) (FW Act)).

The terms of this Agreement apply in a manner that does not exclude the National Employment Standards (NES). That is, no provision of the NES is displaced by this Agreement, but the NES provisions may be supplemented by the terms of this Agreement. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES.

4. DATE AND PERIOD OF OPERATION

This Agreement shall operate 7 days after it is approved by Fair Work Australia and shall have a nominal expiry date of 1 July 2025.

5. DEFINITIONS

In this Agreement:

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

"Agreement" means *UGL Rail APMC Enterprise Agreement 2022*

"APMC" means the site

"Continuous Shift Worker" means an Employee that is rostered shifts inclusive of weekends and public holidays, over 7 days, 24 hours per day

"FWC" means Fair Work Commission

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

“NES means National Employment Standards under the FW Act, as amended from time to time

“Night Shift” means any shift finishing subsequent to midnight and at or before 8:00 am

“Ordinary Hours” means 38 hours per week, or 76 hours per fortnight, or 152 hours per 4-week period. The ordinary hours may be worked any day of the week, Sunday to Saturday inclusive

“Rostered Shift” means any shift of which the Employee concerned has had at least 48 hours’ notice.

“Site” means the UGL Rail site at Adelaide Park Maintenance Centre, Sir Donald Bradman Drive, Keswick SA

“Superannuation Guarantee Contribution” means the minimum amount required to be contributed by UGL Rail to avoid a charge under the *Superannuation Guarantee Charge Act 1992* and the *Superannuation Guarantee Act 1992*, as amended from time to time

“UGL Rail” means UGL Rail Services Pty Limited

6. FLEXIBILITY ARRANGEMENTS

(1) UGL Rail and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

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

(2) UGL Rail must ensure that the terms of the individual flexibility arrangement:

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

(3) UGL Rail must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and Employee; and
- (c) is signed by UGL Rail and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and

- (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) UGL Rail must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) UGL Rail or the Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement;
- or
- (b) if UGL Rail and the Employee agree in writing—at any time.

7. CONSULTATION

- (1) This term applies if UGL Rail:
- (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) UGL Rail 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 UGL Rail of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, UGL Rail must:
- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures UGL Rail 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, UGL Rail is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- (7) UGL Rail 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) UGL Rail 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; UGL Rail must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, UGL Rail must:
 - (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what UGL Rail reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that UGL Rail 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, UGL Rail is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (15) UGL Rail 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).

8. DISPUTE RESOLUTION PROCEDURE

8.1 If a dispute relates to a matter arising under this Agreement or the NES, the following Dispute Resolution Procedure will be followed:

Step 1 – The Employee/s concerned will raise the matter with the appropriate Supervisor for resolution.

Step 2 – If not resolved, the Employee/s will raise the matter with the Operations Lead.

Step 3 – If not resolved, the Employee/s will raise the matter with the Manufacturing & Maintenance Manager.

Steps 1 – 3 of the dispute resolution process will be progressed in a reasonable time frame taking into account the anticipated roster cycles. As a guide Steps 1 – 3 should be completed and resolution gained within a 3-week period.

Step 4 – Subject to Clause 8.1 Steps 1 – 3, if not resolved, either party may refer the dispute to FWC for resolution by conciliation.

Step 5 – Where the issues relates to the meaning or effect of a term of the Agreement or the NES either party may refer the issue to FWC for arbitration where conciliation has failed to resolve the issue.

8.2 All Parties to the dispute may appoint a representative of their choice for the purposes of the steps in this procedure.

8.3 An Employee can refer the dispute to the relevant People and Culture representative if the dispute is with another Employee in the chain of review.

8.4 While the parties are attempting to resolve the matter, Employees must continue to perform their work normally including any alternative work direction by the Company and ensure continuous operations. If the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must comply with a direction by UGL to perform other available work that is safe and appropriate for the Employee to perform.

8.5 Any binding decision made by the FWC must not be inconsistent with the Code for Building and Maintenance work 2016, as varied from time to time.

9. EMPLOYER AND EMPLOYEE DUTIES

9.1 UGL Rail may direct an Employee to carry out such duties as are within the limits of the Employee's skills, competence and training consistent with the classification structure provided that such duties are not designed to promote de-skilling.

9.2 UGL Rail may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.

9.3 Any direction issued by UGL Rail under this clause is to be consistent with UGL Rail's responsibilities to provide a safe and healthy working environment.

10. EMPLOYMENT CATEGORIES

10.1 Full-time Employment

Full-time Employees are Employees engaged for an average of 38 hours per week or 152 hours per month.

10.2 Part-time Employment

- (i) The Employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week, or 152 hours per month.
- (ii) A part-time Employee must be engaged for a minimum of three (3) consecutive hours a shift.
- (iii) In order to meet their personal circumstances a part-time Employee may request and UGL Rail may agree to an engagement for less than the minimum of three (3) hours.
- (iv) Before commencing part-time employment, the Employee and UGL Rail must agree upon the hours to be worked by the Employee, the days upon which they will be worked and the commencing and finishing times for the work.
- (v) Except as otherwise provided in this Agreement, a part-time Employee is entitled to be paid for the hours agreed upon in accordance with Clause 10.2(iv).
- (vi) The terms of any such agreement made in accordance with Clause 10.2(iv) may be varied by consent.
- (vii) The terms of such agreement made in accordance with Clause 10.2(iv) or any variation to it shall be in writing and retained by UGL Rail. A copy of the agreement and any variation to it shall be provided to the Employee by UGL Rail.
- (viii) The terms of this Agreement shall apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 38.
- (ix) Overtime for Part Time Employees

A part-time Employee who is required by UGL Rail to work in excess of the hours agreed upon in accordance with Clause 10.2(iv) shall be paid overtime in accordance with Clause 26.1(a) of this Agreement.

- (x) Public Holidays

Where the part-time Employee's normal paid hours fall on a public holiday prescribed in Clause 34 and work is not performed by the Employee, such Employee shall not lose payment for the hours they would normally have worked for the day. Where the Employee works on the holiday, such Employee shall be paid in accordance with Clause 36 of this Agreement.

10.3 Casual Employment

A casual Employee is to be one engaged and paid as such. Casual Employees are paid a 25% loading calculated on the All-Inclusive hourly rate of pay for a full-time Employee specified in Appendix A. This loading is in lieu of annual leave, public holidays, personal leave and any other paid leave as well as notice of termination and redundancy pay.

10.3.1 Casual Conversion to Permanent Employment

- (a) A casual Employee, other than an irregular casual Employee, who has been engaged by UGL Rail for a sequence of periods of employment under this Agreement during a period of six (6) months, thereafter has the right to request to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process.
- (b) Any casual Employee who has the right to request under sub-clause 10.3.1(a) may give notice in writing to UGL Rail that they seek to request to convert their contract of employment to permanent employment, and within four (4) weeks of receiving such notice UGL Rail must consent or refuse the request but must not unreasonably so refuse.
- (c) Where UGL Rail refuses the request to convert, the reasons for doing so must be fully stated and discussed with the Employee concerned and a genuine attempt made to reach agreement.
- (d) Following agreement being reached the Employee converts to permanent in the next available pay period following the return of their completed paperwork.
- (e) Once a casual Employee has requested to become and been converted to a permanent Employee, the Employee may only revert to casual employment by written agreement with UGL Rail.
- (f) 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.

10.4 Employment for a Specific Period of Time or a Specific Task or Tasks

- (i) An Employee may be engaged on a full time or part time basis for a specific period of time or for specific task/s.
- (ii) The details of the specific period of time or specific task/s shall be set out in writing and retained by UGL Rail. UGL Rail shall provide a copy to the Employee.
- (iii) An Employee engaged in accordance with Clause 10.4(i) is for all purposes of the Agreement a full-time or part-time Employee, except where otherwise specified in this Agreement.
- (iii) Service under a contract of employment for a specific period of time or specific task/s shall form part of an Employee's period of continuous service, where such Employee is engaged as a full-time or part-time Employee immediately following such contract of employment.

11. TERMINATION OF EMPLOYMENT

11.1 Notice of Termination by Employer

11.1(a) In order to terminate the employment of an Employee, UGL Rail must give to the Employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

11.1(b) In addition to the notice in Clause 11.1(a), Employees over 45 years of age at the time of the giving of the notice with not less than two (2) years' service are entitled to an additional week's notice.

11.1(c) Payment in lieu of the notice prescribed in Clauses 11.1(a) and (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

11.1(d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, UGL Rail would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (i) the Employee's ordinary hours of work (even if not standard hours); and
- (ii) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (iii) any other amounts payable under the Employee's contract of employment.

11.1(e) the period of notice in this clause does not apply:

- (i) in the case of dismissal for serious misconduct;
- (ii) to apprentices;
- (iii) to Employees engaged for a specific period of time or for a specific task or tasks;
- (iv) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (v) to casual Employees.

11.1(f) Termination provisions for apprentices are provided by the relevant State Training Authority.

11.2 Notice of Termination by Employee

The notice of termination required to be given by an Employee shall be the same as that required of UGL Rail, except that there is no additional notice based on the age of the Employee concerned.

11.3 Summary Dismissal

UGL Rail has the right to dismiss any Employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.

11.4 Job search entitlement

Where UGL Rail has given notice to an Employee, the Employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with UGL Rail.

12. REDUNDANCY

12.1 Where UGL Rail determines that an Employee's job is no longer required to be performed by anyone because of operational changes in UGL Rail, the Employee is entitled to severance pay in accordance with Clause 12.2.

12.1(a) Week's pay means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:

- Overtime;
- Penalty rates;
- Disability allowances;
- Shift allowances;
- Special allowances;
- Fares and travelling time allowances;
- Bonuses; and
- Any other ancillary payments of a like nature.

12.2 Severance pay

12.2(a) An Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

* Week's pay is defined in Clause 12.1 (a)

12.3 Employees exempted

This Clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary Employees;
- apprentices;
- trainees;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- Casual Employees.

12.4 Employee Leaving During Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in Clause 12.2 (a). In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this Clause had they remained with UGL Rail until the expiry of the notice, but will not be entitled to payment in lieu of notice.

12.5 Job search entitlement

- 12.5(a) During the period of notice of termination given by UGL Rail in accordance with Clause 12.2(a), an Employee shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 12.5(b) If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of UGL Rail, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- 12.5(c) The job search entitlements under this sub-clause apply in lieu of the provisions of Clause 11.4.

12.6 Transfer to Lower Paid Duties

Where an Employee who would otherwise be made redundant, agrees to be transferred to lower paid duties the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and UGL Rail will make payment in lieu thereof of an amount equal to the difference between the former all-inclusive rate and the new all-inclusive rate for the number of weeks of notice still owing.

12.7 Alternative Employment

If UGL Rail finds suitable alternate employment with the same status and pay and similar overall conditions, for any Employee affected by change pursuant to this Clause 12, then Clause 12 is not applicable (Subject to the FW Act).

13. DISCIPLINARY PROCEDURE

Where the work performance or behaviour of an Employee is less than satisfactory, the Disciplinary Procedure as outlined in Appendix C will be invoked.

14. ABSENCE FROM DUTY

14.1 Unless a provision of this Agreement or the Fair Work Act states otherwise, an Employee not attending for duty will lose their pay for the actual time of such non-attendance.

14.2 Absent without leave

Where an Employee fails to notify that they will be unable to attend their next rostered shift without reasonable justification, they will be considered absent without leave. Disciplinary action will be taken except in exceptional circumstances.

15. STANDING DOWN EMPLOYEES

UGL Rail has the right to deduct payment for any day the Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which UGL Rail cannot reasonably be held responsible.

16. ABANDONMENT OF EMPLOYMENT

Subject to the Fair Work Act, the absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of UGL Rail and without notification to UGL Rail shall be deemed to be sufficient evidence that the Employee has abandoned their employment.

In such circumstances, UGL Rail will undertake reasonable steps to ascertain the status of the employment of the absent Employee before commencing termination procedures.

17. CLASSIFICATIONS AND RATES OF PAY

17.1(a) From the first full pay period to commence on or after 1 July 2022, Employees shall be entitled to receive the rate of pay for the relevant classification as set out in Appendix A – Wages & Allowances and will be increased in accordance with the following schedule

Effective from the first full pay period to commence on or after	Increase
1 July 2022	4%
1 July 2023	4%
1 July 2024	4%

17.1(b) For the purposes of this Clause, any entitlement to wages expressed to be by the week shall mean any entitlement which an Employee would receive for performing 38 hours of work.

17.1(c) The rate of pay specified in Appendix A – Hourly Rate is an all-inclusive rate that includes all allowances (**such as work, tool, site and disability related allowances**) except as otherwise specified in this Agreement (**the All-Inclusive Rate**).

17.2 Classification Definitions

The definitions of the classifications for each of the wage levels referred to in Appendix A are set out in Appendix B

17.3 Salary Sacrificing

17.3(a) With the agreement of UGL Rail, Employees may salary sacrifice their pre-tax earnings under this Agreement as permitted in accordance with ATO Guidelines as varied from time to time.

17.3(b) Notwithstanding any amount agreed to be salary sacrificed in accordance with Clause 17.3(a), the Employee's All-Inclusive Rate will be used for the calculation of any entitlements under this Agreement.

18. MIXED FUNCTIONS

An Employee engaged for more than two (2) hours during one (1) day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift. If for two (2) hours or less during one (1) day or shift they shall be paid the higher rate for the time so worked.

19. TRAINING

19.1 Employees may be required to undertake training in accordance with the operational and safety requirements of UGL Rail and/or client.

Any training expenditure must be approved by the Company prior to commencement. Where possible, training will be undertaken during normal working hours. Any training conducted outside normal hours will be paid at time and a half.

When the Company requests an Employee to undertake work related training, the Company will pay for course costs, time spent attending training, and reasonable travel related expenses.

19.2 Employee Representatives & Training

For Employee representatives who attend conferences and training activities related to their role as representatives, may be granted up to two (2) days paid leave per year paid at the Base Hourly Rate of Pay for ordinary hours only and a maximum of six (6) days for the Employee representative group.

The training courses and the period of leave must be provided with six (6) weeks' notice and approved by the Company beforehand. Approval of such a leave request will not be unreasonably withheld.

20. ALLOWANCES AND SPECIAL RATES

20.1 All-purpose Allowances

All Allowances will increase in accordance with the percentage increase and at the same time as increases in wages provided for in this Agreement

The following allowances shall apply for all purposes of this Agreement:

20.1(a) Leading Hands

Leading Hand means an Employee who is given the responsibility, by UGL Rail, of directing and/or supervising the work of other persons.

The Leading Hand Allowance will be an All-Purpose Allowance, paid weekly, according to the table in Appendix A.

20.2 Other Allowances

20.2(a) First Aid Allowance

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's Ambulance or similar body shall be paid a weekly allowance for any week or part of any week in which they are required to be available to render first aid. UGL Rail and the employees may agree and organise a roster to ensure an appropriate number of trained First Aiders are rostered at any time. The First Aid Allowance will be a Flat Allowance paid weekly, according to the table in Appendix A.

20.2(b) Meal Allowance

Refer to sub-clause 26.10.

20.2(c) Compensation for Damage to Clothing, Spectacles, Hearing Aids and Tools

Compensation must be made to the extent of the damage sustained where, in the course of the work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed in the course of employment. UGL Rail's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of the Employee's duties. Compensation is not payable if an Employee is entitled to workers' compensation in respect of the damage.

20.2(d) Protective Clothing and Equipment

Where an Employee is required to wear protective clothing and equipment as stipulated by a relevant law in addition to the clothing and equipment provided by UGL Rail in accordance with Clause 38, UGL Rail will provide the Employee with such special clothing and equipment. The provisions of this paragraph do not apply where UGL Rail designates the clothing and equipment to be purchased and either directly provides or pays for its purchase.

20.2(e) Train Technician Uplift

A 10% uplift will be applied to the base rate of pay for all hours worked for employees provided to the client JBRE as train technicians on the trains whilst away from the APMC facility.

20.2 (f) Toilet Unblocking allowance

Employees required to unblock toilets, pipes and retention tanks as part of routine maintenance works will receive a per event allowance as outlined in the table in **APPENDIX A**

20.3 Transfers, Travelling and Working Away from Usual Place of Work

20.3(a) Transfer Involving Change of Residence

An APMC Employee:

- (i) engaged in one locality to work in another, or
- (ii) sent other than at their own request, from their usual locality to another for employment which can reasonably be regarded as temporary;

where the relocation involves a change of residence, will be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three (3) months or in cases where the Employee is in the process of buying or renting a place of residence in the new locality for a period not exceeding six (6) months. Provided that such expenses will cease after the Employee has taken up permanent residence or abode at the new location.

20.3(b) Travelling, Transport and Fares

- (i) Excess Travelling and Fares

An Employee who on any day or from day to day is required to work at a job away from their accustomed workshop or depot will, at the direction of UGL Rail, present themselves for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from their home to such workshop or depot and returning) they will be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and such workshop or depot.

An Employee who, with the approval of UGL Rail uses their own means of transport for travelling to or from outside jobs will be paid the amount of excess fares which they would have incurred in using public transport unless they have an arrangement with UGL Rail for a regular allowance.

- (ii) Distant Work

An Employee sent from their usual locality to another (in circumstances other than those prescribed in Clause 20.3(a) hereof) and required to remain away from their

usual place of abode will be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from their usual locality.

(iii) Payment for Travelling

- (1) The rate of pay for travelling time is the All-Purpose Rate, except on Sundays and holidays when it will be time and a half.
- (2) The maximum travelling time to be paid for is 12 hours out of every 24 hours, or when a sleeping berth is provided by UGL Rail for all-night travel, eight hours out of every 24.

(iv) Expenses

"Expenses" for the purpose of this Clause means:

- (1) All fares reasonably incurred. Air fares shall be economy class.
- (2) Employees will be reimbursed all reasonable expenses incurred while travelling in accordance with UGL Policy. Reasonable expenses incurred whilst travelling including a Travelling Meal Allowance. The amount of the Travel Meal Allowance is according to the table in Appendix A.
- (3) Accommodation in relation to the Clause is arranged and paid for by UGL Rail.

(v) Engagement of Labour Away from Site

UGL Rail is free to engage labour on a job carried on away from the site, without payment for any travelling time or fares, unless such Employee is sent from the Site.

Provided that if an Employee engaged for the erection of a job had previously been engaged by UGL Rail in the fabrication of the job in a workshop they are to be paid fares in excess of those incurred in travelling to and from the workshop.

20.4 Extra Rates Not Cumulative

Extra rates in this Agreement, except rates prescribed in Clause 20.3 (Special Rates) and rates for work on public holidays, are not cumulative so as to exceed the maximum of double the ordinary rates.

21. PAYMENT OF WAGES

21.1 Period of Payment

- 21.1(a) Wages shall be paid weekly according to the average number of ordinary hours worked each week
- 21.1(b) By agreement between UGL Rail and the majority of Employees in the relevant enterprise, wages may be paid three weekly, four weekly or monthly. Agreement

in this respect may also be reached between UGL Rail and an individual Employee.

21.2 Method of Payment

Wages shall be paid by electronic funds transfer into the Employee's bank (or other recognised financial institution) account.

22. ORDINARY HOURS OF WORK

22.1 Ordinary Hours of Work - Day Workers

- 22.1(a) Subject to Clause 22.4, the ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days.
- 22.1(b) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of UGL Rail between 6:00 am to 6:00 pm. any day of the week, Sunday to Saturday inclusive. The arrangement of ordinary hours may be a minimum of four hours up to a maximum of twelve hours on any one day. Any work performed outside the spread of ordinary hours is to be paid for at overtime rates.
- 22.1(c) The spread of hours (i.e. 6:00 am to 6:00 pm) may be altered by up to one hour at either end of the spread, by agreement between UGL Rail and the majority of Employees concerned or in appropriate circumstances, between UGL Rail and an individual Employee.
- 22.1(d) Any work performed by an Employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- 22.1(e) Where agreement is reached in accordance with Clause 22.1(b) the minimum rate to be paid for a day worker for ordinary time worked between midnight on Friday and midnight on Saturday shall be time and a half.
- 22.1(f) Where agreement is reached in accordance with Clause 22.1(b) the minimum rate to be paid for a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday shall be double time.
- 22.1(g) Changes in starting and finishing times on any day may be made by Management provided that a minimum of 24 hours' notice may be given to Employees. Shorter notice may be acceptable if by mutual agreement between the Employee/s and the Site Manager.
- 22.1(h) Changes to Hours of Work – Work Rosters

Due to business requirements the Company may need to vary hours of work, during the life of this Agreement. UGL Rail shall give the Employee not less than 48 (forty-eight) hours' notice of the change.

22.2 Ordinary Hours of Work - Continuous Shift Workers

- 22.2(a) Continuous shiftwork means work carried on with consecutive shifts of Employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of UGL Rail.
- 22.2(b) Subject to Clause 22.2(c) the ordinary hours of continuous shift workers are, at the discretion of UGL Rail, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shift workers are entitled to a 20-minute meal break on each shift which shall be counted as time worked.
- 22.2(c) By agreement between UGL Rail and the majority of Employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- 22.2(d) Except at the regular change-over of shifts, an Employee shall not be required to work more than one shift in each 24 hours.

22.3 Ordinary Hours of Work - Non-Continuous

- 22.3(a) Subject to Clause 22.3(b), the ordinary hours of work for non-continuous shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days and worked in accordance with Clause 23.
- 22.3(b) By agreement between UGL Rail and the majority of Employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- 22.3(c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of UGL Rail.
- 22.3(d) Except at change-over of shifts an Employee will not be required to work more than one shift in each 24 hours.

22.4 Methods of Arranging Ordinary Working Hours

UGL Rail shall develop and implement rosters to meet the operational requirements of the business, including fixing the daily hours of work and the start and finish times for shifts within a roster from time to time.

22.5 Daylight Saving

Notwithstanding anything contained elsewhere in this Agreement, where by reason of legislation of the Government of the State, summer time is prescribed as being in advance of the standard time, the presented length of any shift:

- (i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and

- (ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this sub-clause the expressions “standard time” and “summer time” shall bear the same meaning as are prescribed by the relevant State legislation.

22.6 Make Up Time

22.6(a) An Employee, from time to time, may elect, with the consent of UGL Rail, to work 'make up time' under which the Employee takes time off during ordinary hours, and works those hours at a later time (during the current pay period), during the spread of ordinary hours provided in the Agreement. “Make up time” shall be paid at the ordinary hourly rate of pay.

22.6(b) An Employee on shift work, from time to time, may elect, with the consent of UGL Rail, to work 'make up time' under which the Employee takes time off during ordinary hours and works those hours at a later time (during the current pay period), at the shift work rate which would have been applicable to the hours taken off.

23. SPECIAL PROVISIONS FOR SHIFTWORKERS

23.1 Definitions

For the purposes of this Agreement:

"Rostered Shift" means any shift of which the Employee concerned has had at least 48 hours' notice.

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

"Night Shift" means any shift finishing subsequent to midnight and at or before 8:00 am.

By agreement between UGL Rail and the majority of Employees concerned or in appropriate cases an individual Employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

23.2 Afternoon and Night Shift Allowances

23.2(a) An Employee whilst on afternoon shift shall be paid for such shift 15 per cent more than their all-inclusive rate.

23.2(b) An Employee who works afternoon shift or night shift which rotates will be paid 15 per cent more than their all-inclusive rate.

23.2(c) An Employee who:

- (i) During a period of engagement on shift, works night shift only; or

- (ii) Remains on night shift for a longer period than four consecutive weeks; or
- (iii) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one third of their working time off night shift in each shift cycle;

shall, during such engagement, period or cycle, be paid 30 per cent more than their all-inclusive rate for all time worked during ordinary working hours on such night shift.

- 23.2(d) Due to operational requirements, roster patterns may be changed on seven (7) days' notice by UGL Rail.

23.3 Rate for Working on Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. This extra rate is in substitution for and not cumulative upon the shift premiums prescribed in Clause 23.2.

23.4 Rate for Working on Sunday and Public Holiday Shifts

- 23.4(a) The rate at which continuous shift workers are to be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday, is double time.

- 23.4(b) The rate at which shift workers, on other than continuous shift workers, are to be paid for all time worked on a Sunday or public holiday is as follows:

- (i) Sundays - at the rate of double time.
- (ii) Public Holidays - at the rate of double time and a half.

- 23.4(c) 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 and extending into the Sunday or public holiday shall be regarded as time worked on the Sunday or public holiday.

- 23.4(d) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday shall be regarded as the holiday shift.

- 23.4(e) By agreement between UGL Rail and the majority of Employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.

- 23.4(f) The extra rates in this sub-clause are in substitution for and not cumulative upon the shift premiums prescribed in Clause 23.2.

24. 12 HOUR SHIFT ARRANGEMENTS

By agreement between UGL Rail and the majority of Employees in the enterprise or part of the enterprise concerned, 12-hour days or shifts may be introduced subject to:

- (i) Proper health monitoring procedures being introduced;

- (ii) Suitable roster arrangements being made;
- (iii) Proper supervision being provided;
- (iv) Adequate breaks being provided;
- (v) An adequate trial or review process being implemented through the consultative process.

25. MEAL BREAKS

- 25.1 An Employee shall not be required to work for more than five (5) hours without a break for a meal in accordance with Clause 25.6 except in the following circumstances:
- 25.1(a) By agreement between UGL Rail and an Employee or the majority of Employees in an enterprise or part of an enterprise concerned, an Employee or Employees may be required to work in excess of five (5) hours but not more than six (6) hours at ordinary rates of pay without a meal break.
- 25.2 The time of taking a scheduled meal break or rest break by one or more Employees may be altered by UGL Rail if it is necessary to do so in order to meet a requirement for continuity of operations.
- 25.3 UGL Rail may stagger the time of taking a meal and rest breaks to meet operational requirements.
- 25.4 Subject to Clause 25.1, the Employee shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while the plant is idle.
- 25.5 Except as provided in this sub-clause, and except where any alternative arrangement is entered into by agreement between UGL Rail and Employees concerned, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.
- 25.6 For the purposes of this Clause, meal breaks will be an unpaid break of 30 minutes.

26. OVERTIME

26.1 Payment for Working Overtime

- 26.1(a) Except as provided for in Clauses 26.1(d), 26.1(e), 26.7 and 26.8 for all work done outside ordinary hours on any day or shift (as defined in sub-clauses 22.2 and 22.3) the overtime rates of pay are time and a half for the first three (3) hours and double time thereafter until the completion of the overtime work. For continuous shift workers the rate for working overtime is double time.
- 26.1(b) For the purposes of this Clause "ordinary hours" means the hours worked in the enterprise, fixed in accordance with Clause 22 of this Agreement.
- 26.1(c) Overtime is calculated by reference to the All-Inclusive Rate.

- 26.1(d) (i) An Employee may elect, with the consent of UGL Rail, to take time off in lieu of payment for overtime at a time or times agreed with UGL Rail.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the all-inclusive rate that is an hour for each hour worked.
- (iii) UGL Rail shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under paragraph (i) of this sub-clause where such time has not been taken within four (4) weeks of accrual.

26.1(e) When not less than 7 hours 36 minutes notice has been given to UGL Rail by a relief shift worker that they will be absent from work and the shift worker whom that person should relieve is not relieved and is required to continue work on their rostered day off the unrelieved Employee shall be paid double time.

26.1(f) In computing overtime each day's work shall stand alone.

26.2 Requirement to Work Reasonable Overtime

26.2(a) Subject to Clause 26.2(b) UGL Rail may require an Employee to work reasonable overtime at overtime rates.

26.2(b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (i) any risk to Employee health and safety;
- (ii) the Employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by UGL Rail of the overtime and by the Employee of their intention to refuse it; and
- (v) any other relevant matter.

26.3 Rest Period after Overtime

26.3(a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive working days.

26.3(b) An Employee (other than a casual Employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the Employee has not had at least ten (10) consecutive hours off duty between those times must, subject to this sub-clause, be released after completion of the overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

26.3(c) If on the instructions of UGL Rail an Employee resumes or continues work without having had the ten (10) consecutive hours off duty the Employee must be paid at double rates until they are released from duty for such period. The Employee is then entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

- 26.3(d) By agreement between UGL Rail and individual Employee, the 10-hour break provided for in this Clause may be reduced to a period no less than 8 hours.
- 26.3(e) The provisions of this sub-clause will apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked:
- (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
 - (iii) where a shift is worked by arrangement between the Employees themselves.

26.4 Call Back

An Employee recalled to work overtime after leaving UGL Rail's enterprise (whether notified before or after leaving the enterprise) is to be paid for a minimum of four (4) hours work at the rate of time and one half for the first three (3) hours and double time thereafter (or double time for the full period for continuous shift workers). There are a number of conditions which apply to this provision:

- 26.4(a) Where an Employee is required to regularly hold themselves in readiness for a call back they will be paid for a minimum of four (4) hours work at the appropriate overtime rate. This is subject to Clause 26.5 which deals with the conditions for standing by.
- 26.4(b) If the Employee is recalled on more than one occasion between the termination of their ordinary work on one day and the commencement of their ordinary work on the next ordinary working day they shall be entitled to the four (4) hour minimum overtime payment provided for in this sub-clause for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.
- 26.4(c) Except in the case of unforeseen circumstances arising, an Employee will not be required to work the full three (3) or four (4) hours as the case may be if the job they were recalled to perform is completed within a shorter period.
- 26.4(d) This sub-clause does not apply in cases where it is customary for an Employee to return to the enterprise to perform a specific job outside the Employee's ordinary working hours or where the overtime is continuous (subject to a meal break) with the commencement or completion of ordinary working time.
- 26.4(e) Overtime worked in the circumstances specified in this sub-clause is not to be regarded as overtime for the purpose of Clause 26.3 - Rest Periods After Overtime, when the actual time worked is less than three hours on the call back or on each call back.

26.5 Standing By

Subject to any custom prevailing at an enterprise, where an Employee is required regularly to hold themselves in readiness to work after ordinary hours, the Employee is to be paid standing by time at the Employee's all-inclusive rate of pay for the time they are standing by.

26.6 **Saturday Work**

A day worker or 12-hour shift worker required to work overtime on a Saturday shall be afforded at least four (4) hours work or paid for four (4) hours at the rate of time and one half for the first three (3) hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

26.7 **Sunday Work**

Employees required to work overtime on Sundays shall be paid for a minimum of four (4) hours work at double time. The double time is to be paid until the Employee is relieved from duty.

26.8 **Public Holiday Work**

Refer to Clause 34.2 to determine the pay entitlements of persons who work overtime on a public holiday.

26.9 **Rest Break**

26.9(a) An Employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four (4) hours of overtime worked if the Employee is to continue work after the rest break.

26.9(b) Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off, the first rest break will be paid at the Employee's all-inclusive rate of pay.

26.9(c) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an Employee, before starting the overtime is entitled to a rest break of 20 minutes to be paid at all-inclusive rate of pay.

26.9(d) UGL Rail and Employee may agree to any variation of this sub-clause to meet the circumstances of the work in hand provided that UGL Rail is not required to make any payment in excess of what would otherwise be required under this sub-clause.

26.10 **Overtime Meal Allowance**

26.10(a) An Employee is entitled to a meal allowance on each occasion that the Employee is entitled to a rest break in accordance with Clause 26.9, except in the following circumstances:

- (i) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime;
- (ii) if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime;

26.10(b) If an Employee has provided a meal or meals on the basis that they have been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, they shall be paid the

prescribed meal allowance for the meal or meals which they have been provided but which are surplus.

26.10(c) The amount of the Overtime Meal Allowance is according to the table in Appendix A.

27. ANNUAL LEAVE

27.1 The provisions relating to Annual Leave and how and when an Employee may take annual leave will be in accordance with the Fair Work Act.

27.2 UGL Rail may direct an Employee to take accrued annual leave if:

27.2(a) the Employee has accrued in excess of four (4) weeks' leave – in which case the maximum amount of leave that may be directed to be taken is the amount accrued in excess of (4) weeks;

27.2(b) UGL Rail has a planned operational or holiday shutdown – in which case accrued leave can be directed to be taken for part or all of the shutdown.

Notwithstanding the above, the Company may at its discretion permit an Employee to accrue up to six (6) weeks leave for personal reasons including planned extended holidays or medical treatment.

27.3 With the written agreement of UGL Rail, an Employee may elect to cash out any annual leave accrual in excess of four (4) weeks.

27.4 Leave Without Pay

The effective operation of the site requires maximum labour availability. Accordingly, leave without pay shall only be granted in circumstances where all annual leave entitlements have been exhausted and exceptional circumstances exist (such as long-term illness or injury) which necessitates such leave.

Leave without pay may only be applied for in advance and will only be granted subject to the business needs.

28. LOADING ON ANNUAL LEAVE

28.1 During a period of taken annual leave, an Employee will receive a loading calculated on the All-Inclusive Rate immediately before the period began.

28.2 The loading shall be as follows:

28.2(a) Day Workers - Employees who would have worked on day work only had they not been on leave - a loading of 17.5 per cent or the relevant weekend penalty rates, whichever is greater but not both.

28.2(b) Shift Workers - Employees who would have worked on shift work had they not been on leave - a loading of 17.5 per cent or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

29. PERSONAL/CARER'S LEAVE

The entitlements to Personal/Carer's Leave, including sick leave and carer's leave available to Employees covered by this Agreement will be as per the Fair Work Act.

Personal/Carer's leave will accrue progressively during a year of service according to the Employee's ordinary hours of work and will accumulate from year to year. A full time Employee who works 38 ordinary hours per week will accumulate 76 hours of personal/carer's leave per year regardless of whether ordinary hours are organised on the basis of 7.6 hours, 8 hours, 9 hours, 10 hours or 12-hour days or shifts.

29.1 Single Day Absences

Each Employee shall be allowed two (2) single personal/carer's leave absences and two (2) part day personal/carer's leave absences in any calendar year, without the need to supply a certificate from a registered medical practitioner or statutory declaration. However, Employees are still required to provide notification of their absence as soon as practicable and advise the expected period of the absence and, if required, must satisfy UGL Rail that they are taking the leave for a reason permissible under the FW Act.

Single personal/carer's leave absences in excess of this limit or absences greater than one (1) day, will require a certificate from a registered health practitioner or statutory declaration.

29.2 Compassionate Leave

The entitlements to Compassionate Leave available to Employees covered by this Agreement will be as per the Fair Work Act. This entitlement applies as follows:

- (a) An Employee (other than a casual) is entitled to up to two (2) days per occasion of paid Compassionate Leave:
 - (i) for the purposes of spending time with a person who is a member of the Employee's immediate family or household who:
 - contracts or develops a personal illness that poses a serious threat to their life, or,
 - sustains a personal injury that poses a serious threat to their life, or
 - (ii) after the death of a member of the Employee's immediate family or household.
- (b) The Employee shall supply evidence satisfactory to UGL Rail to support Compassionate Leave absences.

30. COMMUNITY SERVICE LEAVE

30.1 Eligible Employees are entitled to take Community Service Leave in accordance with the Fair Work Act.

31. PARENTAL LEAVE AND FLEXIBLE WORKING ARRANGEMENTS

31.1 The provisions relating to Parental Leave and how and when an Employee may take Parental Leave will be in accordance with the Fair Work Act.

32. LONG SERVICE LEAVE

The provisions of the South Australian Long Service Act 1987 shall apply.

33. FAMILY AND DOMESTIC VIOLENCE LEAVE

33.1 This clause applies to all Employees, including casuals.

33.2 Definitions

33.2(a) In this clause:

family and domestic violence means violent, threatening or other 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:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

33.2(b) A reference to a spouse or de facto partner in the definition of family member in Clause 33.2(a) includes a former spouse or de facto partner.

33.3 Entitlement to unpaid leave

An Employee is entitled to five (5) days' unpaid leave to deal with family and domestic violence, as follows:

33.3(a) the leave is available in full at the start of each 12-month period of the Employee's employment; and

33.3(b) the leave does not accumulate from year to year; and

33.3(c) 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.

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

33.4 **Taking unpaid leave**

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

33.4(a) is experiencing family and domestic violence; and

33.4(b) 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 urgent court hearings, or accessing police services.

33.5 **Service and continuity**

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

33.6 **Notice and evidence requirements**

33.6(a) Notice

An Employee must give UGL Rail notice of the taking of leave by the Employee under Clause 33. The notice:

33.6(a)(i) must be given to UGL Rail as soon as practicable (which may be a time after the leave has started); and

33.6(a)(ii) must advise UGL Rail of the period, or expected period, of the leave.

33.6(b) Evidence

An Employee who has given UGL Rail notice of the taking of leave under Clause 33 must, if required by UGL Rail, give UGL Rail evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in Clause 33.4.

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

33.7 **Confidentiality**

33.6(a) UGL Rail must take steps to ensure information concerning any notice an Employee has given or evidence an Employee has provided under Clause 33.6 is treated confidentially, as far as it is reasonably practicable to do so.

33.6(b) Nothing in Clause 33 prevents UGL Rail 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. UGL Rail should consult with such Employees regarding the handling of this information.

33.8 Compliance

An Employee is not entitled to take leave under clause 33 unless the Employee complies with Clause 33.

34. PUBLIC HOLIDAYS

34.1 Prescribed Holidays

34.1(a) A full-time Employee under this Agreement is entitled to the following public holidays, without loss of pay:

- New Year's Day
- Australia Day
- Adelaide Cup Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day or Eight Hours' Day
- Christmas Day
- Proclamation Day

34.1(b) Substitution of Certain Public Holidays Which Fall on a Weekend

- (i) Where Christmas Day falls on a Saturday, 27 December shall be observed as the public holiday in lieu of the prescribed day.
- (ii) Where Proclamation Day falls on a Saturday, 28 December shall be observed as the public holiday in lieu of the prescribed day.
- (iii) Where New Year's Day or Australia Day or Anzac Day falls on a Saturday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.

34.1(c) Substitution of Public Holidays by Agreement at the Enterprise

- (i) By agreement between UGL Rail and the majority of Employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- (ii) UGL Rail and an individual Employee may agree to the Employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

34.1(d) Where in South Australia an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government

and such holiday is to be observed generally throughout South Australia that day shall be deemed to be a public holiday for the purposes of this Agreement.

34.2 Payment for Time Worked on a Public Holiday

34.2(a) Payment for Time Worked by Continuous Shift Workers on a Public Holiday

- (i) Refer to Clause 23.4(a) to determine the pay entitlements of continuous shift workers working on rostered shifts which fall on a public holiday.
- (ii) Continuous shift workers required to work overtime on a public holiday shall be paid at double time. Refer to Clauses 26.9 and 26.10 to determine the rest break and meal allowance entitlements of continuous shift workers who work overtime on a public holiday.
- (iii) Continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.

34.2(b) Payment for Time Worked by Non-Continuous Shift Workers on a Public Holiday

- (i) Refer to Clause 23.4(b) to determine the pay entitlements of non-continuous shift workers working on rostered shifts which fall on a public holiday.
- (ii) Non-continuous shift workers required to work overtime on a public holiday shall be paid at double time and one half. The double time and a half is to be paid until the Employee is relieved from duty. Refer to Clauses 26.9 and 26.10 to determine the rest break and meal allowance entitlements of non-continuous shift workers who work overtime on a public holiday.
- (iii) Non-continuous shift workers required to work on a public holiday shall be paid for a minimum of three (3) hours work.

34.2(c) Payment for Time Worked by Day Workers on a Public Holiday

- (i) Day workers required to work on a public holiday shall be paid for a minimum of three hours work at double time and one half. Double time and a half is to be paid until the Employee is relieved from duty.

34.3 Public Holiday falling on a non-working day

A non-working day while on roster is a day that work is not required due to working a fixed roster with the 76 hours a fortnight being worked in nine (9) days. Note Sunday is worked as part of the normal roster and is included in ordinary hours.

34.3(a) Except as provided for in Clause 34.3(b), where a full-time Employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday, the Employee is entitled to, at the discretion of UGL Rail, either:

- 7 hours and 36 minutes pay at ordinary rates; or
- 7 hours 36 minutes added to his or her annual leave; or
- a substitute day off on an alternative week day.

34.3(b) This shall not apply where the rostered day off falls on a Saturday or a Sunday.

35. CONTINUOUS IMPROVEMENT

UGL Rail and its Employees are committed to the continuous improvement of its operations to ensure that at all times it meets and exceeds the expectations of its customers.

The objective of this Agreement is to facilitate the continuation in the development of the Company's culture of excellence in customer service and continuous improvement in products, services and work practices.

UGL Rail acknowledges the positive contribution each Employee both individually and as part of a team has made and will continue to make to increasing personal and Company productivity.

To this end the parties undertake to positively support the continued development of UGL Rail's improvement program.

36. NO EXTRA CLAIMS

The Employee/s party to this Agreement agree that they will not pursue any extra claims that affect terms and conditions of employment, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement, for the duration of this Agreement.

37. ACCIDENT MAKE-UP PAY

Employees are entitled to accident make-up pay in accordance with this provision.

37.1 Definitions

In this clause:

- a) **"The Act"** means the *Workers Rehabilitation and Compensation Act 1986* (South Australia) as amended from time to time;
- b) **"incapacity"** has the same meaning and application used in the Act;
- c) **"injury"** has the same meaning and application used in the Act. If an injury does not attract an entitlement to compensation under the Act there is no entitlement to accident pay;
- d) **"current work capacity"** has the same meaning and application used in the Act;
- e) **"no current work capacity"** has the same meaning and application used in the Act;
- f) **"week(s)"** means any week in which accident pay is paid even if a payment is for only part of the week; and
- g) **"weekly payment(s)"** has the same meaning and application used in the Act.

37.2 What is accident pay?

37.2(a) For an Employee with no current work capacity, “accident pay” means the difference between the weekly payment made in respect of the Employee and an amount equal to the wages the Employee would have received for the ordinary time the Employee would have worked with the company performing the Employee’s normal duties, in the Employee’s normal classification, for the week in question but excludes payments by way of:

- attendance bonuses;
- shift premiums;
- overtime payments;
- foundry allowance;
- fares and travelling allowance;
- multi-storey allowance;
- site disability allowance;
- special rates or other similar payment.

37.2(b) For an Employee with current work capacity, accident pay means the difference between the weekly payment made in respect of the Employee together with any ordinary time payments made for any work undertaken and an amount equal to the wages the Employee would have received for the ordinary time the Employee would have worked with the company performing the Employee’s normal duties, in the Employee’s normal classification, for the week in question, but excludes payments by way of:

- attendance bonuses;
- shift premiums;
- overtime payments;
- foundry allowance;
- fares and travelling allowance;
- multi-storey allowance;
- site disability allowance;
- special rates or other similar payment.

37.3 Calculation of accident pay

37.3(a) Where an Employee is paid under an incentive earning scheme (such as payment by results, a task or bonus scheme, etc.) and the Employee also receives over Agreement payments, the accident pay rate includes an amount equal to 65% of the average weekly rate of the incentive earning scheme payments made to the Employee for the period actually worked during ordinary hours over the 13 week period prior to accident pay starting.

37.3(b) Where an Employee is paid under an incentive earning scheme (such as payment by results, a task or bonus scheme, etc.) and the Employee does not receive over Agreement payments, the accident pay rate includes incentive earning scheme payments.

37.3(c) The weekly payment payable under sub-clauses 37.2(a) and 37.2(b) is based on “**pre-injury average weekly earnings**” or “**PIAWE**” as defined in the Act.

37.4 Part week payments

Payments of accident pay made in respect of part of a week will be on a direct pro rata basis.

37.5 Qualification for payment

37.5(a) UGL Rail is responsible for the payment of accident pay, but this liability may be discharged by another person on UGL Rail's behalf.

37.5(b) As long as the Employee remains in the employment of UGL Rail by whom the Employee was employed at the time of incapacity, the Employee is entitled to accident pay while the Employee receives weekly payments, provided that:

- (i) if an Employee on partial incapacity cannot obtain suitable employment from UGL Rail, but alternative employment is available with another employer, then the relevant amount of accident pay will still be paid;
- (ii) unless an Employee's employment is terminated due to the Employee's serious or wilful misconduct or arises from a declaration of liquidation of the Company, (in which case the Employee's entitlement will be determined by the appropriate legislation), accident pay continues to apply after an Employee's employment is terminated by UGL Rail.

37.5(c) For accident pay to continue after the termination of an Employee's employment by UGL Rail the Employee will, if required, provide evidence of continuing weekly payments.

37.6 Period of payment

37.6(a) Accident pay does not apply in respect of any injury during the first five (5) normal workings days of incapacity.

37.6(b) The maximum period or aggregate periods of accident pay to be made by UGL Rail will be a total of 39 weeks for any one injury (as defined in sub-clause 37.1).

37.7 Absence on other paid leave

An Employee is not entitled to accident pay in respect of any period of other paid leave.

37.8 Notice of injury

Upon receiving an injury for which she or he claims to be entitled to accident pay an Employee must, as soon as practicable, give UGL Rail notice of the injury in writing. Notice may be given by a representative of the Employee.

37.9 Medical examination

In order to receive an entitlement to accident pay an Employee will conform to the requirements of the Act as to medical examinations.

37.10 Redemption/outstanding payment

37.10(a) Where there is a redemption of weekly payments under the Act UGL Rail's liability to pay accident pay ceases from the date of the redemption.

37.10(b) If weekly payments do not commence or if they are terminated, but the weekly payments are later made or reinstated, accident pay will be paid when the outstanding weekly payments are made.

37.11 Insurance against liability

Nothing in this clause requires UGL Rail to insure against liability for accident pay.

37.12 Death of an Employee

Accident pay ceases on the death of an Employee.

38. PROTECTIVE CLOTHING

38.1 On engagement, permanent Employees will be provided with the following items of protective clothing:

- five (5) shirts,
- five (5) pairs of trousers and
- five (5) pairs of socks.

Fixed term Employees will be issued with two (2) shirts, two (2) pairs of trousers and two (2) pairs of socks on commencement and a further five (5) sets of shirts, trousers and socks in the event that they are permanently employed.

38.2 All protective clothing will be replaced on a "fair wear and tear" basis.

38.3 Where an Employee is issued with clothing and/or work boots at the commencement of their employment, the Employee shall reimburse the cost of such items to UGL Rail in the event that the Employee leaves employment within three (3) months of their commencement date with UGL Rail.

38.4 Where an Employee decides to order clothing in excess of the normal issue, this will be at the Employee's expense and a payroll deduction for the cost of the extra clothing will be effected, as soon as practicable after receipt of the clothing.

38.5 On engagement full time Employees shall be issued with one pair of safety boots. Safety boots shall be replaced upon fair wear and tear basis.

38.6 High visibility clothing will be supplied by UGL Rail and must be worn by all Employees.

39. SIGNATORIES TO AGREEMENT

For UGL Rail Services Pty Limited

Signatory Name: Stuart Inglis

Signatory Address: Level 9, 40 Miller Street, North Sydney NSW 2060

Position held: General Manager Manufacturing & Maintenance

Signature:  Date: 6 September 2022

Witness Name: Anthi Gouliotis

Witness Address: Level 9, 40 Miller Street, North Sydney NSW 2060

Witness Signature: 

For the Employees of UGL Rail Adelaide Parklands Maintenance Centre

Name: Joe Treccasi

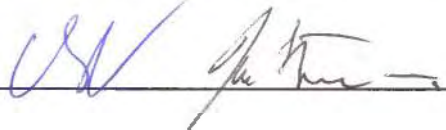
Address: 38 Wylliew St Wattle Park SA.

Position: ELECTRICIAN.

Name: Christopher Healy

Address: 47 St Andrews Tce Willunga S.A. 5172

Position: Team leader

Signature:  Date: 1-09-2022

Witness Name: Chris Clancy

Witness Address: 5 Stern Road Seaford meadows 5169

Witness Signature: 

For the Employees of UGL Rail Adelaide Parklands Maintenance Centre

Name: DARREN BRETT PHILLIPS

Address: 1/6 63 LEDGER ROAD BEVERLEY

Position: BRANCH SECRETARY - RTBU SOUTH AUSTRALIA / NORTHERN TERRITORY

Name: _____

Address: _____

Position: _____

Signature:  Date: 12 SEPTEMBER 2022

Witness Name: Hayden Boyle

Witness Address: 63 Ledger road Beverley

Witness Signature: 

APPENDIX A – WAGES & ALLOWANCES

WAGE INCREASES (Table A) – ALL-INCLUSIVE HOURLY RATE

All-Inclusive Hourly rate applicable from the first full pay period following the commencement date of increase

		1st July 2022	1st July 2023	1st July 2024
	2021	4%	4%	4%
C11	33.33	\$34.66	\$36.05	\$37.49
C10	35.85	\$37.28	\$38.78	\$40.33
C9	37.50	\$39.00	\$40.56	\$42.18
C7	41.23	\$42.88	\$44.59	\$46.38

ALLOWANCES (Table B)

Allowance's increase will be applicable effective the first full pay period from commencement date of increase

		1st July 2022	1st July 2023	1st July 2024
	2021	4%	4%	4%
First Aid	\$14.93	\$15.53	\$16.15	\$16.79
Leading Hand	\$32.82	\$34.13	\$35.50	\$36.94
Meal Allowance	\$17.91	\$18.63	\$19.37	\$20.15
Travelling meal allowance	\$26.92	\$28.00	\$29.12	\$30.28
Toilet unblocking allowance	NA	\$14.50	\$15.08	\$15.68

APPENDIX B - CLASSIFICATION DEFINITIONS

CLASSIFICATION DESCRIPTIONS

Classification Structure

Classification Structure as per the National Metal and Engineering Industry and Competency Standards Implementation Guide.

Section Leader (C7) – appointments to this level will be determined by UGL Rail based on operational business requirements

- Supervisor role but also 'on tools';
- Supervisory I Management skills;
- A core trade with appropriate post-trade qualifications is highly desirable for this position;
- Individual must have advanced skills in their core trade plus have the capability to perform various cross-skill tasks;
- Appropriate skills and ability to move from section to section in the site;
- Technical background to match area responsibility.

Advanced Trade (C9) – appointments to this level will be determined by UGL Rail based on operational requirements

- A core trade qualification is required for this position;
- Individual must have the capability to perform various trade tasks i.e. multi-skilled;
- Maintenance experience required in rail or similar site operations;
- Appropriate skills and ability to move from section to section in the site.

Tradesperson (C10)

- Trade qualification;
- Ability to undertake various cross trade skills highly desirable;
- Training will be provided to enhance cross trade capabilities, if required.

Advanced Trades Assistant (C11)

- Appropriate general engineering skills to undertake designated tasks;
- Flexibility to work in various sections of the plant;
- Training will be provided to enhance skills, where necessary.

Section Leader (C7)

Role and responsibilities

1. The Section Leader is directly responsible for the performance of a designated Work Team. The role involves supervision as well as hands-on production work. Responsibilities include the maintenance of sufficient consumable stocks, adherence to quality standards, coordinating supply issues and undertaking additional tasks required by the Supervisor. Section Leaders are also responsible for leading the continuous improvement initiatives of their Work Team utilising lean processes.
2. The Section Leader has the responsibility to organise and control the activities of the Work Team to achieve cost, quality and delivery commitments. The Section Leader coordinates all the activities of the Work Team and provides technical assistance, where required. This will include advice on the use of any measuring and test equipment and any other activities needed to complete production tasks within budgeted hours, specified completion schedules and in compliance with quality standards.
3. The Section Leader is not expected to set policy for the work area. However, the Section Leader will be encouraged to provide assistance to the Supervisor in all areas of shop floor management. The Section Leader does not have the authority to hire or terminate Employees but has the right to participate in recruitment and in any internal transfers of Employees. Any other Workplace changes, such as the use of overtime or changes to shift arrangements and staffing levels can be recommended to the Supervisor.
4. The Section Leader will plan the workload for his/her designated work area and ensure performance objectives are achieved. He/she will organise the Work Team, equipment and the necessary tools to meet production needs.
5. The Section Leader will oversee the correct use of the all aspects of the Production Control System by the Work Team and provide interpretation of data as it relates to production schedules, bills of material, routings and cost analysis reports.
6. The Section Leader will ensure that all shop floor documentation, work orders, operation sheets and drawings are kept in good order and readily available for use by the Work Team.
7. The Section Leader will ensure company quality objectives are met and that documentation required by the Employer's Quality Management System is correctly maintained. In collaboration with the Supervisor the Section Leader will coordinate any corrective action and management improvements that are needed.
8. The Section Leader will ensure that all Team Members have the skills to adequately perform their functions within the Work Group.
9. It is anticipated that the Section Leader will have licenses to operate forklift trucks, overhead cranes and any other high-risk equipment relevant to the site operations.
10. It is a requirement that the Section Leader follows safe practices at all times and reports through the safety management system workplace hazards. The Section Leader has overall responsibility for maintaining a tidy, clean and safe work area under their supervision.
11. On a daily basis the Section Leader is responsible for reviewing and amending (where required) labour bookings in the Company's Time & Attendance System.
12. The Section Leader, once trained, is required to provide support to the Supervisor by generating and processing of work service orders.
13. It is a requirement that the Section leader has or is planning to obtain a diploma in frontline leadership or similar.

Advanced Trade (C9)

Role and Responsibilities

1. Under the supervision of the Section Leader or Supervisor an Employee at Advanced Trade Level will hold a minimum of an Australian Trade Certificate/Tradesperson Certificate of Proficiency and must be able to exercise the skills and knowledge to perform work within the scope of this level.
2. An Advanced Trades Person will have specific skills in rail maintenance for at least 12 months; a multi-skilled Employee capable of doing a range of trade tasks could qualify for an Advanced Trade position as deemed competent by a Supervisor.
3. An Advanced Trades Person will be expected to;
 - a) understand and apply quality control techniques in the work environment
 - b) perform all work activities necessary to efficiently complete maintenance/production tasks including work incidental to the primary maintenance/production activities
 - c) where licensed, operate fork lift trucks, overhead cranes, lifting jacks and other tasks including servicing and maintaining through trains
 - d) act constructively and cooperatively undertaking any tasks required to achieve production and work group goals; and
 - e) perform and be able to train others in a range of cross trade skill activities, according to qualifications and experience
4. It is a requirement that all Employees follow safe work practices always and report and remove all safety hazards promptly, this may include leading a small project to eliminate a hazard identified. Each Employee is also responsible for maintaining a clean, tidy and safe work area.
5. An Advanced Trades Person, after receiving the necessary training, is required to utilise the Company's time and attendance system for the purposes of time, attendance and job costing.
6. An Advanced Trades Person will be permitted access to picking lists, production schedules, routings and work instructions to assist in the efficient completion of production tasks.
7. The Advanced Trades Person is required to communicate and work closely with the customer train technicians and ensure communication around activities are controlled with supervisor or section leader.
8. The Advanced Trades Person will be actively involved in site business improvement projects

Tradesperson (C10)

Role and Responsibilities

1. Under the supervision of the Section Leader, will hold a minimum of a Trade Certificate/Tradesperson Certificate of Proficiency and be able to exercise the skills and knowledge to perform work within the scope of this level.
2. A Tradesperson (C10) will be required to undertake a range of cross-trade functions, according to his/her skills and experience.
3. At this classification Employees will be expected to:
 - a) understand and apply quality control techniques in the work environment;
 - b) perform all work activities necessary to efficiently complete production tasks including work incidental to the primary production activities;
 - c) where licensed, operate fork lift trucks, overhead cranes, a track mobile; the traverser and other tasks including the shunting of rail vehicles; and
 - d) act constructively and cooperatively undertaking any tasks required to achieve production and work group goals.
4. Where quality inspection is required, a Tradesperson will self-verify the quality of work performed (where Tradesperson verification applies) or obtain Quality Control assistance in other cases. A C10 Tradesperson is expected to use designated measuring equipment (including precision measuring equipment) in the verification of work quality. Instruction will be given in the use of this equipment.

5. It is a requirement that all Employees follow safe work practices at all times and reports safety hazards promptly. Each Employee is also responsible for maintaining a clean, tidy and safe work area.

6. A Tradesperson (C10), after receiving the necessary training, is required to utilise the Company's time and attendance system for the purposes of time, attendance and job costing.

7. A Tradesperson (C10) will be permitted access to information in picking lists, production schedules, routings and work instructions to assist in the efficient completion of production tasks.

Advanced Trades Assistant (C11)

To be classified at the C11 level, the Employee must meet the minimum requirements of the C12 classification and achieve a minimum of 16 points.

Role and Responsibilities

1. A Trades Assistant (C11) level will perform various production and general duties to the level of their skill, competency and training.

2. A Trades Assistant level must be competent in the following:

a) Working from complex instructions and procedures

b) Responsible for assuring the quality of his/her own work

c) Performing production tasks required by the work group as well as general tasks necessary to achieve production output

d) Where licensed, operate fork lift trucks, overhead cranes, a track mobile, the traverser and other tasks including the shunting of rail vehicles.

3. Where quality inspection is required, a Trades Assistant (C11) will self-verify the quality of work performed (where Trades Assistant verification applies) or obtain Quality Control assistance in other cases.

4. It is a requirement that all Employees follow safe work practice at all times and report safety hazards promptly. Each Employee is responsible for maintaining a clean, tidy and safe work area.

5. A Trades Assistant (C11), after receiving the necessary training, can provide input to assist in the development of the Quality Management System. The Section Leader and Production Manager will determine the scope of these tasks and training required.

6. A Trades Assistant (C11) will be permitted access to information in picking lists, production schedules, routings and work instructions to assist in the efficient completion of production tasks.

APPENDIX C
DISCIPLINARY PROCEDURE
Objectives of Disciplinary Procedure

A clear and effective disciplinary procedure is fundamental in achieving efficiency, safety and sound industrial relations. In cases of alleged poor work performance, disciplinary action is only necessary where the initial counselling of an Employee has not resulted in improved performance.

Where the work performance or behaviour of an Employee is unacceptable, the disciplinary procedure will be invoked.

Disciplinary Procedure

The parties to this Agreement agree on the following disciplinary procedure to be applied in the event of an Employee's unacceptable work performance or conduct.

Stage 1 – Suspension (optional)

In circumstances of alleged unacceptable conduct, an Employee may be suspended on full pay while an investigation is conducted.

The suspension is not reflective of the guilt or otherwise of the Employee, it is merely to ensure the safety, probity or security of the workplace while the investigation is being conducted.

Employees on suspension must remain contactable and available to attend interviews at all times during business hours.

Stage 2 – Investigation

An investigation of the alleged unacceptable conduct will be initiated by the Manager and will involve reviewing relevant documents, training records, interviewing witnesses or collecting other relevant materials and information.

Stage 3 – Review Meeting

At the review meeting, the Manager will meet with the Employee to:

- Outline the allegations of unacceptable conduct to the Employee
- Provide the details of the evidence the Company seeks to rely upon regarding the issue/s under investigation
- Provide the Employee with an opportunity to respond to the allegations and the information provided as part of the investigation; and
- Clarify with the Employee as to whether there are any mitigating circumstances that the manager should consider in determining an outcome

After the meeting, the Manager will consider the nature of the allegations and the responses given by the Employee and determine whether:

- a) Further investigation is warranted, or
- b) A decision is now appropriate

Stage 4 – Outcomes Meeting

Where an investigation has identified that unacceptable conduct is proven, the Manager may, subject to the seriousness of the matters, the level of the Employee's culpability and any mitigating factors raised, decide to:

- a) Issue a verbal warning
- b) Issue a written warning
- c) Issue a final written warning
- d) Dismiss on notice (or with notice paid in lieu), or
- e) In cases of serious misconduct, summarily dismiss the Employee

Unacceptable Conduct

Unacceptable conduct includes, but is not limited to:

- Theft/fraud
- Assault, harassment, bullying or violence
- Possession of and/or use or intoxication by illicit drugs or alcohol in performing work-related duties
- Refusal to carry out lawful and reasonable instructions consistent with the Employee's contract of employment
- Breach of the Company's policies (e.g. discrimination, harassment, conflict of interest, misuse of Company's systems)
- Breach of previous warnings for misconduct
- Conduct causing imminent and serious risk to the health and safety of a person including breach of the Company's Safety Management Plan, or
- Conduct causing imminent and serious risk to the reputation, viability or profitability of the Company



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/3835

Applicant: UGL Rail Services 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 Rail Services Pty Limited to give the following undertakings with respect to the UGL Rail APMC Enterprise Agreement 2022 ("the **Agreement**"):

1. For the purpose of clause 5. Continuous Shift Worker shall now read as follows:

Delete

“Continuous Shift Worker” means an Employee that is rostered shifts inclusive of weekends and public holidays, over 7 days, 24 hours per day

Insert

“Continuous Shift Worker” for the purposes of the NES means an Employee that is rostered shifts inclusive of weekends and public holidays, over 7 days, 24 hours per day

2. For the purpose of clause 29.2 Compassionate Leave, 29.2(b) shall now read as follows:

Delete

The Employee shall supply evidence satisfactory to UGL Rail to support Compassionate Leave absences.

Insert

The Employee shall supply evidence that would satisfy a reasonable person to support Compassionate Leave absences.

3. For the purpose of clause 10.3, Casual Employment at 10.3 shall now read as follows:

Delete

A casual Employee is to be one engaged and paid as such. Casual Employees are paid a 25% loading calculated on the All-Inclusive hourly rate of pay for a full-time Employee specified in Appendix A. This loading is in lieu of annual leave, public

holidays, personal leave and any other paid leave as well as notice of termination and redundancy pay.

Insert

A casual Employee is to be one engaged and paid as such. Casual Employees are paid a 25% loading calculated on the All-Inclusive hourly rate of pay for a full-time Employee specified in Appendix A. This loading is in lieu of annual leave, public holidays, personal leave and any other paid leave as well as notice of termination and redundancy pay.

On each occasion a casual employee is required to attend work the employee must be paid for a minimum of 4 consecutive hours' work. In order to meet their personal circumstances a casual employee may request and the employer may agree to an engagement for no less than 3 consecutive hours.

4. The Applicant undertakes that any Employee required to work less than 5 successive afternoon/night shifts will be paid for such shifts as follows:
 - i. For a full-time or part time employee, at **150%** of the all-inclusive hourly rate for the first 2 hours and **200%** of the all-inclusive hourly rate thereafter or
 - ii. For a casual employee, at **187.5%** of the all-inclusive hourly rate for the first 2 hours and **250%** of the all-inclusive hourly rate thereafter.

5. The Applicant undertakes that any casuals engaged on a Saturday will be paid an overtime penalty of **187.5%** of the all-inclusive hourly rate for the first 3 hours and **250%** of the all-inclusive hourly rate thereafter.

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



Signature

27 September 2022