



# DECISION

*Fair Work Act 2009*

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

**UGL Rail Services Pty Limited**

(AG2020/3534)

## **UGL SPOTSWOOD MAINTENANCE CENTRE ENTERPRISE AGREEMENT 2020 - 2021**

Manufacturing and associated industries

COMMISSIONER CIRKOVIC

MELBOURNE, 8 DECEMBER 2020

*Application for approval of the UGL Spotswood Maintenance Centre Enterprise Agreement 2020-2021.*

[1] An application has been made for approval of an enterprise agreement known as the *UGL Spotswood Maintenance Centre Enterprise Agreement 2020 - 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by UGL Rail Services Pty Limited. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers' Union, 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) I note that the Agreement covers the organisation.

[4] The Australian Rail, Tram and Bus Industry Union, 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) I note that the Agreement covers the organisation.

[5] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, 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) I note that the Agreement covers the organisation.

[6] The Agreement was approved on 8 December 2020 and, in accordance with s.54, will operate from 15 December 2020. The nominal expiry date of the Agreement is 30 September 2021.



COMMISSIONER

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**UGL Spotswood  
Maintenance Centre  
Enterprise Agreement  
2020 - 2021**

**1 Title**

This Agreement shall be referred to as the *UGL Spotswood Maintenance Centre Enterprise Agreement 2020 - 2021 (the Agreement)*.

**2 Arrangement**

<b>Clause</b>	<b>Name</b>	<b>Page</b>
1	Title.....	1
2	Arrangement .....	1
3	Agreement Coverage and Parties Bound.....	2
4	Interpretation .....	2
5	Term of the Agreement.....	4
6	No Extra Claims .....	4
7	Measures to Achieve Best Practice Performance .....	4
8	Consultative Committee .....	6
9	Dispute Resolution Procedure .....	7
10	Hours of Work and Related Matters.....	8
11	Salaries .....	8
12	Team Leader Allowance.....	9
13	Productivity Improvements and Additional Salary Increases .....	9
14	Payment of Salary.....	10
15	Leave .....	11
16	Personal Protective Clothing .....	15
17	Domestic Violence Leave.....	15
18	Accident Make Up Pay.....	16
19	Drug and Alcohol Policy .....	16
20	Confidentiality .....	16
21	Termination of Employment .....	16
22	Redundancy .....	17
23	Flexibility Arrangement .....	20
24	Consultation.....	21
25	Trade Union Training Leave .....	23
26	Shop Stewards / Employee Representatives.....	23
27	Supplementary Labour .....	24
28	Contractors .....	25
29	Reclassification / Competency Standards.....	25
	Annexure A .....	28

### 3 Agreement Coverage and Parties Bound

The Agreement is binding upon:

3.1 The Company;

3.2 Employees of the Company engaged to work at the SMC who are employed:

3.2.1 to perform work described in the classification structure at levels C14 to C5 inclusive;

3.2.2 as Technical Coordinators or Team Leaders; and

3.2.3 As apprentices or trainees in the trades and occupations in the classification structure.

3.3 The Unions listed below subject to their compliance with section 183 of the *Fair Work Act 2009 (Cth)*:

3.3.1 the Australian Rail, Tram and Bus Union (**RTBU**);

3.3.2 the Automotive Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers Union (**AMWU**); and

3.3.3 The Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Electrical Services Division – Victoria) (**CEPU**).

### 4 Interpretation

4.1 This Agreement incorporates the terms of the following industrial instruments:

- Manufacturing and Associated Industries and Occupations Award 2010 ("the Metals Modern Award");
- Metal, Engineering and Associated Industries (Accident Pay, Victoria) Award 1998 as it stood on 1 March 2006, excluding clauses 1.6, 1.7, 1.8, 1.9 & 3.1 ("the Metals AP Award").

4.2 The abovementioned awards shall collectively be referred to herein as ("Awards" or "Award").

4.3 This Agreement does not incorporate any clauses in the Awards that are not "permitted matters" or are "unlawful content" as prescribed by the *Fair Work Act 2009 (Cth)*.

4.4 This Agreement shall incorporate and be read and interpreted wholly in conjunction with any employee beneficial variations to the Awards from time to time.

4.5 Where there is any inconsistency between this Agreement and the Awards, this Agreement shall take precedence to the extent of the inconsistency.

4.6 Any facilitative arrangements or Award flexibility clause in the Awards shall not be used.

4.7 Upon incorporating the terms of the Awards into this Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of this Agreement rather than provisions of an Award. So, for example, the

loadings, penalties and allowances in the Awards apply to the rate of pay due under this Agreement and references to "Award" may mean "Agreement".

- 4.8 Where particular terms of the Awards are worse off to employees than that provided for by Commonwealth or State Legislation in respect of the same subject matter, such Award terms will not apply to the extent that they are worse off.
- 4.9 Existing over Award or Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.
- 4.10 This Agreement incorporates and is to operate in conjunction with the NES so as to provide the most favourable outcome to employees in any particular respect without displacing the minimum standards set by the NES.
- 4.11 The following terms are defined in this Agreement:

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

"All purpose" means an allowance that forms part of the employee's ordinary rate of pay for the calculation of paid leave (annual, long service, personal, compassionate), notice of termination, super and redundancy.

"Child" includes the following:

- an adopted child;
- a stepchild;
- an ex-nuptial child;
- an adult child.

"FWC" means Fair Work Commission;

"Day Shift" means shifts worked between the span of 6:00am to 6:00pm, Monday to Friday inclusive.

"Company" means UGL Rail Services Pty Limited;

"Employee or Employees" means employees of the Company pursuant to clause 3.2 but specifically excluding management personnel;

"Immediate family" mean the following members of the employee's immediate family:

- a spouse, child, parent, grandparent, grandchild or sibling of the employee;
- A child, parent, grandparent, grandchild or sibling of a spouse of the employee.

"Medical Certificate" means a certificate signed by a registered health practitioner.

"Ordinary Hourly Rate" means the applicable Hourly Rate for an employee's classification and roster as shown in Annexure A to this Agreement;

"Ordinary Hours" for a Dayshift employees means 38 hours per week. For Rotating Roster employees "Ordinary Hours" means an average of 38 hours per week, averaged over a 52 week period.

"Parties" means those entities and organisations set out in clause 3 above;

"Rotating Roster" means work carried on with consecutive shifts of employees throughout the 24 hours of each day Monday to Sunday inclusive without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

"SMC" means the Spotswood Maintenance Centre at 561-569 Melbourne Road, Spotswood in the State of Victoria.

"Spouse" includes the following:

- a former spouse;
- a de facto spouse;
- a former de facto spouse.

"Unions" means those employee organisations set out in clause 3 above.

## **5 Term of the Agreement**

5.1 This agreement shall take effect from the first pay period commencing on or after 7 days after this Agreement is approved by the FWC ("Commencement"). The nominal expiry date of this Agreement is 30 September 2021.

5.2 The Agreement will continue to apply after its expiry date until such time as it is varied, replaced or terminated in accordance with the Act.

## **6 No Extra Claims**

The parties agree that no extra claims will be sought during the life of this Agreement, other than to seek to support for proposed variations under s 207 of the Act.

## **7 Measures to Achieve Best Practice Performance**

### **7.1 Safety**

The Company and employees seek to maintain their excellent safety record and improve safety where possible.

The Company will manage all matters related to safety, including inclement weather, in accordance with the *Occupational Health and Safety Act 2004* (VIC). To that end, following consultation with Health and Safety Representatives, the Company will consult regarding the development of a Heat Management Policy, within three (3) months of the Commencement of this Agreement.

The Company is committed to providing a safe work environment and will adhere to all Victorian occupational health and safety legislation. Disputes involving occupational health and safety issues shall be dealt with in accordance with the relevant provisions of the Victorian occupational health and safety legislation as amended from time to time and as set out in this clause.

Safety meetings, safety training and the consultative development of safe work practices will continue, with briefings to explain the impact of changes in the workplace.



Safety representative(s) and employees will raise any safety issue they are unable to fix themselves with their Technical Coordinator/Team Leader who will arrange corrective/preventative action.

Employees and Technical Coordinators/Team Leaders are expected and empowered to resolve safety concerns that are within their control.

The Company will continue to provide immunisation to protect against risks of infection associated with the nature of the work.

## **7.2 Rehabilitation**

The Company, employees and unions that are parties to this Agreement agree to continue the commitment to enable an injured person to return to work (via alternative duties and a rehabilitation plan) as soon as possible.

## **7.3 Workplace Relations**

The company and employees are committed to continuously improving working relationships by:

- continuing the consultation and cooperation between management and service technicians;
- resolving any grievances without loss of time between the employee(s) and the Technical Coordinator/Team Leader wherever possible; and
- following the Disputes Resolution Procedure where an issue (with the exception of OHS&R issues) cannot be resolved at this level.

All parties recognise the Company's contractual commitment to locomotive availability targets and the requirement to ensure absolute continuity of service to our client.

## **7.4 Flexible Working**

The Company and its employees agree to continue the flexible working arrangements that include:

- deferring breaks (by mutual agreement) where this enables tasks to be completed more efficiently;
- performing the range of tasks required on site, providing it is safe to do so, within the employee's competence and the employee possesses the relevant license or WorkCover qualification (where this is required);

The Company agrees to continue to provide the training required to obtain WorkCover certificates relevant to the business' needs. Nothing in this clause is intended to provide employees with leave to attend any training provided by any trade union.

## **7.5 Commitment to Quality**

Recognising that fault elimination and prevention of rework are critically important to achieving service reliability, employees agree to:

- interpret quality requirements, follow and complete checklists;
- check own work and rectify any errors/faults where possible;



- report any problems (including own mistakes that the employee is unable to fix/diagnose) to Technical Coordinators/Team Leaders so rectification can be made without delaying the locomotive's release.

#### **7.6 Commitment to Care and Correct Storage of Tools, Equipment**

Employees agree to return specialised tools and equipment to correct storage points as soon after use as possible, to avoid lost time looking for tools, damage, etc.

#### **7.7 Commitment to Training/Career Development**

The Company is committed to training its staff consistent with the needs of the business, to increase flexibility and skill for mutual benefit, not to "de-skill" or disadvantage an employee.

To this end the Parties agree to develop and implement specific and appropriate site based training over the life of this agreement. Nothing in this clause is intended to provide employees with leave to attend any training provided by any trade union.

Employees willing to advance and update their skills through training will be facilitated with opportunities for career development within the Company, subject to the approval of the Operations Manager having considered the relevancy of the training and the operational needs of the Company.

The highest priority will be given to selecting the best person for the job at all levels in the Company and investing in that person's potential through relevant training and job enrichment.

Employees will be afforded the opportunity to undertake an average of 40 hours of training per annum, which will include, but not limited to, the following subjects:

- a) Safety;
- b) On the job technical training; and
- c) Off the job (classroom style) training.

### **8 Consultative Committee**

The Parties agree to establish a Consultative Committee, to address areas of shared interest, operating to standard agendas developed by the Parties. The Consultative Committee will be made up of representation of an agreed number of management and Employee representatives. The consultative committee shall meet every month, except when the committee determines that it is necessary to alter the frequency of consultative meetings. The consultative committee may discuss matters of continuous improvement related to:

- i. Implementation of this Agreement;
- ii. Operational performance;
- iii. Quality results;
- iv. Training;
- v. Facility changes; and
- vi. Other items as agreed by the Consultative Committee.

## **9 Dispute Resolution Procedure**

The objective of the Company, Unions and Employees in this procedure is to avoid and settle disputes by direct consultation and discussion and to avoid interruption to the performance of work and the consequential loss of production and remuneration.

It is the intention of the procedure to resolve by direct consultation and discussion between the Company, Unions and employee/s concerned any grievance, dispute, claim or problem on any matter that pertains to the employment relationship, including the application of this agreement or the NES but with the exception of safety issues.

The following four stage procedure shall be adhered to resolving matters under this clause:

- (a) Discussion shall take place between the employee(s) concerned and, at his/her request the appropriate employee's nominated representative, and the immediate supervisor/s. The immediate supervisor will act promptly and cooperatively;
- (b) Discussions shall take place involving the employee(s), employee(s) nominated representative, and senior management;
- (c) Discussion shall take place involving the employee(s) nominated representative and the nominated employer representatives;
- (d) Discussions shall take place involving employee's nominated representative, and nominated employer senior representatives.

The Company and employee(s) concerned may during this process refer the matter in dispute to an agreed independent person for conciliation. If the matter is not resolved the parties to the dispute, by agreement, may refer the matter to the Fair Work Commission.

The earliest possible advice should be given by one party to the other of any issue or problem that may give rise to a grievance or dispute.

Throughout each of the above stages of the procedure, all relevant facts shall be clearly identified and recorded and reasonable time limits allowed for completion of the various stages of the discussion. At least seven days should be allowed for all stages of the discussion to be finalised.

The Company, Employees and Unions are committed to achieving the resolution of disputes without work stoppages, lockouts or any other bans or limitations on the performance of work. However, if the above process is exhausted without the dispute being resolved, the parties to the dispute can jointly or individually refer the matter to FWC for conciliation in resolving the dispute. In the event that the parties to the dispute are unable to reach agreement the Company, the Employee(s) or their representative may refer the matter to FWC for arbitration.

The Company and employees agree that during the resolution of matters in accordance with this clause there is a commitment to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.

The Company shall ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

Where a dispute exists and while that dispute remains unresolved and is being addressed through this procedure, the parties to the dispute will return to the situation and arrangements that existed prior to the issue which caused the dispute, such that no party is prejudiced during the procedure to resolve the matter.

## **10 Hours of Work and Related Matters**

10.1 The SMC operates as a 24 hour per day / 365 day per year operation. Employees employed under the terms of this Agreement will work either a Rotating Roster or a Day Shift roster to meet the Company's operational needs.

10.2 The Ordinary Hours of work shall be:

10.2.1 For Day Shift employees:

38 hours per week, to be worked as 7.6 hours per day, between the span of 6.00am to 6.00pm, Monday to Friday inclusive.

10.2.2 For Rotating Roster employees:

An average of 38 hours per week, averaged over a period of 52 weeks, worked as 10.5 hour shifts, which may be rostered on any day of the week, Monday to Sunday inclusive.

The additional 6 days, based on revised 10.5 hour shifts, may be scheduled throughout the year on a Monday to Friday day shift basis.

10.3 For each respective shift, an Employee will be entitled to the following paid breaks:

- (1) Rotating Roster: 20 minute morning break, 30 minute lunch break and 20 minute wash-up time.
- (2) Dayshift Roster: 10 minute morning break, 30 minute lunch break and 10 minute wash-up time.

10.4 The Company may introduce a new roster of work for employees, following consultation in accordance with clause 24.

## **11 Salaries**

11.1 Employees are paid the applicable annualised salary in accordance with Annexure A which reflects payment for:

- Their base rate of pay 38 ordinary hours per week;
- For Rotating Roster Employees, all penalties, loadings and allowances associated with working a Rotating Roster referred to in clause 10.2.2 ,including shift work and weekends;
- Tool allowance; and
- All allowances payable under this Agreement or under the Award, excluding the Technical Coordinator/Team Leader Allowance.

When required by the Company to act in the role of Technical Coordinator/Team Leader the employee will be paid the Team Leader Allowance for the period they act in this role.

The annualised salaries are set out in Annexure A and represent the total remuneration for those employees working on a Rotating Roster and no other payments shall apply other than as specifically provided for Rotating Roster Employees in this Agreement.

The penalties / loadings and allowances incorporated into the annualised salary include:

- (a) Afternoon Shift allowance;
- (b) Shift worked on a Saturday rate;
- (c) Shift worked on a Sunday rate; and
- (d) Shift worked on a Public holiday rate.

For the avoidance of doubt, Employees will continue to be paid their annualised salary in accordance with Annexure A for all forms of leave, termination and super, and not their Ordinary Hourly Rate.

Monday to Friday day shift employees are entitled to the penalties and loadings applicable in the Award, for example, annual leave loading.

## **11.2 Overtime**

- (a) Where a Day Shift Employee works more 7.6 hours during Monday to Friday, they shall be paid at the rate of 150% of their Ordinary Hourly Rate for the first 3 hours and then at 200% of their Ordinary Hourly Rate for all hours thereafter.
- (b) Where a Rotating Shift Employee works more 10.5 hours per day Monday to Saturday, they shall be paid at the rate of 150% of their Ordinary Hourly Rate for the first 3 hours and then at 200% of their Ordinary Hourly Rate for all hours thereafter. Overtime worked on a Sunday will be paid at 200% of their ordinary hours.

## **12 Team Leader Allowance**

Where an Employee is appointed by the Employer, in writing, as a "Team Leader", the Employee will be paid an all-purpose allowance equal to the difference between your current applicable annualised salary and the annualised salary of a C6 in Annexure A.

## **13 Productivity Improvements and Additional Salary Increases**

### **13.1 General**

The parties understand the importance of creating a harmonious, multi skilled and flexible workforce that meets or exceeds customer needs. This will foster a highly productive, low cost and profitable operation conducive to long-term employment and job security.

### **13.2 Employee Productivity Commitments**

The Employees commit to improving productivity through:

- (a) undertaking any relevant and necessary training courses to increase individual employee skills to assist the development of a multi skilled workforce;
- (b) achieving the objectives in clause 7.3 by aiming to improve working relationships through consultation, co-operation and minimising loss of time;
- (c) achieving the objectives in clause 7.4 by continuing the flexible working arrangements;
- (d) achieving the objectives in clause 7.7 to improve service reliability;
- (e) minimising Lost Time Injuries and Medical Treatment Injuries by focusing on safe work practices;
- (f) embracing the use of new technologies (other than those technologies that pose a risk to Employee job security) to assist in achieving the Company's contractual commitment to locomotive availability targets; and
- (g) supporting and implementing Company initiatives focusing on meeting recognised customer needs;
- (h) commitment to the company lean six sigma initiatives including the successful implementation of 5S program; the targets associated with this program to be agreed by committee established for the purpose.

## **14 Payment of Salary**

### **14.1 Period of Payment**

An employee's salary will be paid weekly and will be 1/52nd of the annualised salary.

### **14.2 Method of Payment**

An employee's salary will be paid by Electronic Funds Transfer (EFT) into the employee's bank (or other recognised financial institution) account.

### **14.3 Payment of Wages on Termination of Employment**

On termination of employment, an employee's salary due to an employee will be paid on the day of termination.

### **14.4 Superannuation**

Employees may elect to join any of the following superannuation funds:

- (a) the parent company's (UGL Pty Limited) default superannuation fund;
- (b) CBUS;
- (c) Vic Super;
- (d) Australian Superannuation;
- (e) Any other complying 'My Super' fund.



The Company will make the employer superannuation contributions under the provisions of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, including any amending or replacing legislation.

#### **14.5 Salary Sacrifice**

Employees may salary sacrifice or package their salaries in any legal form, consistent with the Company's Salary packaging Policies as applicable from time to time, provided that there is no additional employment cost to the Company.

#### **14.6 Income Protection Insurance**

The Company will pay premiums for income protection insurance for all employee covered under this Agreement. The maximum cost of such policy shall not exceed \$37.65 per employee per week.

### **15 Leave**

#### **15.1 Personal Leave**

##### **15.1.1 Entitlement**

Employees shall be entitled to personal/carer's leave in accordance with the FW Act.

Personal/carer's leave includes leave for the Employee when ill or injured and leave for the Employee to provide care or support to a member of the Employee's immediate family or household who is sick or injured or who has an unexpected emergency as defined by the FW Act.

In the first year of employment personal leave will accrue on a pro rata basis,

In subsequent years of employment personal leave will be credited in advance to the Employee on the anniversary date of their employment.

Unused personal leave will accumulate from year to year.

Unused personal leave will not be paid out on termination.

##### **15.1.2 Payment and Deduction Rules**

###### **(a) Payment Rules**

Paid personal leave will be available only if the day requested for such leave is a day on which ordinarily the employee would have been required to work and the employee has sufficient credit of personal leave and provides the necessary notice and documentation. The employee will be granted leave for the hours rostered on such a day.

An employee entitled to paid personal leave, will be paid their annualised salary in accordance with Annexure A, for the period he or she would have been rostered during the period of leave.

##### **15.1.3 Employee Must Give Notice**

An employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of the absence, inform the Company of their inability to attend for duty, and as far as practicable, state the nature of the injury, illness or emergency and

the estimated duration of the absence. If it is not reasonably practicable to inform the Company during the ordinary hours of the first day or shift of such absence, the employee will inform the Company as soon as is practicable.

When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- the name of the person requiring care and support and their relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.

#### **15.1.4 Evidence Supporting Claim**

When taking leave for personal illness or injury, the employee must, if required by the Company, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the Company, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.

When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

#### **15.1.5 Single Day Absences**

An employee who has already had two paid personal leave absences in the year for personal illness or injury, the duration of each absence being of one day only, is not entitled to further paid personal leave for personal illness or injury in that year of a duration of one day only without production to the Company of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

The Company will accept a Statutory Declaration or medical certificate.

#### **15.1.6 Unpaid Carer's Leave**

In circumstances where an employee has exhausted their paid carer's leave entitlement, the employee will be entitled to up to 2 shifts unpaid carer's leave for each occasion on which they may have otherwise claimed paid carer's leave. The employee will be required to comply with the notice and evidence requirements above.

### **15.2 Compassionate Leave**

#### **15.2.1 Entitlement**



An employee is entitled to up to 2 days leave as compassionate leave for each occasion (a permissible occasion) when a member of his or her immediate family or household:

- contracts or develops an illness that poses a serious threat to life;
- sustains an injury that poses a serious threat to life; or
- dies

Compassionate leave is not cumulative.

#### **15.2.2 Employee Notice Obligations & Documentary Evidence**

An employee making a claim for compassionate leave must advise the Company at the earliest opportunity and must produce suitable evidence demonstrating the need to take compassionate leave.

#### **15.2.3 Payment Rule**

An employee entitled to paid compassionate leave, will be paid their annualised salary in accordance with Annexure A for the period he or she would have worked during the period of leave.

#### **15.2.4 Unpaid Compassionate Leave**

Employees will be entitled to unpaid compassionate leave and the period will be agreed between the employee and the Company.

### **15.3 Annual Leave**

#### **15.3.1 Entitlement**

Employees shall be entitled to annual leave in accordance with the FW Act. For the period, if any, that an Employee is engaged as a Continuous Shift Worker as defined by this Agreement, they will be a Shift Worker for the purposes of the NES and entitled to a pro-rata accrual of 5 weeks' annual leave per annum.

#### **15.3.2 Time of Taking Leave**

- (a) An employee may take any credited annual leave subject to the authorization of the Company;
- (b) Additionally, an employee, who has accrued in excess of two years' entitlement may be required by the Company to take up to two additional weeks leave in each year of continuous service;
- (c) If the Company and an employee so agree the annual leave entitlement may be given and taken in more than four separate periods, including up to a maximum of 10 single days.

#### **15.3.3 Payment Rules**

Employees when taking annual leave will be paid at their annualised salary in accordance with Annexure A.

#### **15.3.4 Payment of Termination**

Any annual leave accrued but not taken will be paid out on termination of employment. The pay out of annual leave will equal the amount that the employee would have received if they had taken the annual leave.

#### **15.4 Public Holidays**

##### **15.4.1 Entitlement**

An employee will be entitled to public holidays as per the gazetted Victorian Public Holidays, including:

- New Year's Day (1 January)
- Australia Day (26 January)
- Labour Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day (25 April)
- Queen's Birthday
- Melbourne Cup Day
- Christmas Day (25 December)
- Boxing Day (26 December)

15.4.2 And any other such day as is gazetted within the State or is observed as a public holiday in substitution of a day listed above within the State.

##### **15.4.3 Work Public Holidays**

Due to the continuous nature of the business at SMC an employee working a continuous shift roster may be required to work on the public holidays which align with the roster rotation. The employee's annualised salary incorporates penalty payments for working on public holidays.

#### **15.5 Jury Service**

A full time employee required to attend for jury service during his or her ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

Where a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment will be made to the employee in accordance with the preceding subclause.

An employee will notify the Company as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee will give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

Nothing in this clause is intended to override or displace the obligations of the Company and Employees under the *Juries Act 2000 (VIC)*.

#### 15.6 Parental Leave

Employees will be entitled to Parental Leave in accordance with the minimum conditions of the Act.

#### 15.7 Long Service Leave

Long Service Leave shall be taken and paid in accordance with the relevant Victorian legislation. The rate of accrual of Long Service Leave is 13 weeks per 10 years. Nothing in this clause is intended to increase the amount of long service leave that any Employee had accrued prior to lodgement of this Agreement.

Stores employees covered by this Agreement are entitled to Long Service Leave accrued at the rate of 13 weeks per 10 years, effective from the 1 November 2010.

### 16 Personal Protective Clothing

Initial Issue – Work Clothing	After 12 months
<ul style="list-style-type: none"> <li>The employee may choose between: 5 pairs trousers and 5 Shirts OR 3 pairs of overalls</li> <li>3 pairs socks</li> <li>1 6-in-1 "Hi Vis" jacket</li> <li>1 wind cheater fleece</li> <li>1 pair safety shoes/boots</li> </ul>	<ul style="list-style-type: none"> <li>The employee may choose between: 3 pairs trousers and 4 Shirts OR 3 pairs of overalls</li> <li>3 pairs socks</li> </ul>

The 6-in-1 jacket, wind cheater fleece and safety shoes are replaced on a fair wear and tear basis – "new exchanged for old". Laundering of work clothing is provided by the Company. Where possible, including availability of stock, the Company will replace safety boots with the same or like for like safety boot.

Safety glasses and specialised protective gear (such as gloves, ABS face shields, ear plugs and muffs) will be issued as required.

### 17 Domestic Violence Leave

An Employee is entitled to domestic violence leave in accordance with the NES, or the Company's policy as amended or replaced from time to time, whichever is the greater.

## 18 Accident Make Up Pay

The Company shall make up the pay for Employees who suffer a work related injury, and who are receiving WorkCover benefits, to the pre-injury salary, for an absence of up to seventy eight (78) weeks for any one individual injury, on the basis that the Employee continues to actively participate in an appropriate rehabilitation program.

## 19 Drug and Alcohol Policy

Because the Company is an accredited railway site operator, and under the *Rail Safety Act 2006 (VIC)*, it is an offence for an employee to perform railway safety work under the influence of alcohol and other drugs. Technicians must have 0.00 blood alcohol content whilst at work. The *Rail Safety Act 2006 (VIC)* prescribes 0.00 grams per 100 millilitres of blood.

Employees may be required under the *Rail Safety Act 2006 (VIC)*, or any amending or replacing legislation, to undertake breath testing and in certain circumstances to provide blood or urine samples for analysis.

## 20 Confidentiality

It is a condition of employment that employees will not, without proper authority, divulge to any other business or Company, press or any other person whatsoever, information relating to the affairs of the Company. Nothing in this clause is intended to prohibit or restrict disclosure of the details of any workplace agreement binding on an Employee.

## 21 Termination of Employment

### 21.1 Notice of Termination by the Company

- (a) In order to terminate the employment of an employee the Company 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

- (b) Employees over 45 years of age at the time of the giving of the notice, with not less than two years service, are entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed 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.
- (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, the Company would have become liable to pay to the employee.

- (e) The notice period requirements will not apply:
  - (i) in the case of dismissal for serious misconduct;
  - (ii) to apprentices (Termination provisions for Apprentices are provided by the relevant State or Territory Training Authority);
  - (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.

#### **21.2 Notice of Termination by an Employee**

- (a) The notice of termination required to be given by an employee will be the same as that required of the Company, except that there is no additional notice based on the age of the employee concerned.
- (b) If an employee fails to give the required notice then the Company has the right to withhold monies due to the employee for the portion of the notice not worked.

#### **21.3 Summary Dismissal**

The Company 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.

#### **21.4 Job Search Entitlement**

Where the Company has given notice to an employee, the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with their supervisor (Technical Coordinator/Team Leader).

### **22 Redundancy**

Where the Company has made a decision that may lead to the termination of an employee(s) employment as a result of redundancy, the Company will, before any termination(s) are made, provide in writing to the employee(s) concerned, and if requested their representatives, relevant information about the proposed termination(s) including reasons for the proposed termination(s) and the period over which, or the time when the termination(s) are likely to be carried out. The Company will not disclose confidential information, the disclosure of which would be inimical to its interests.

Nothing in this clause requires or permits the Company to provide information about employees to other parties to this Agreement except where the provision of that information is required or authorised by law.



## **22.1 Notice of Termination when Redundant**

Employees whose employment is terminated by the Company on the grounds of redundancy will be given four (4) weeks notice of termination of employment or the Company may pay the employee in lieu of all or part of the notice. The notice period will be increased by one week in the case of employees aged forty five (45) years or more and who have completed a total of two (2) years continuous service for the Company and/or any other company within the UGL Group of companies.

## **22.2 Redundancy Pay on Termination of Employment**

Employees whose employment is terminated by the Company on the grounds of redundancy will be paid two (2) weeks salary per year of service, to a maximum of twenty (20) weeks' salary.

Notwithstanding the above, employees with:

- at least 1 year but less than 2 years' service will be entitled to 4 weeks' salary,
- at least 2 years but less than 3 years' service will be entitled to 6 weeks' salary, and
- at least 3 years but less than 4 years' service will be entitled to 7 weeks' salary

In accordance with the National Employment Standards.

Employees aged forty five (45) years or more and who have completed a total of five (5) years continuous service for the Company and/or any other Company within the UGL Group will be paid an additional payment of two (2) weeks salary.

Payments will be calculated on the employee's salary (including any allowances) at the date of cessation of employment.

Access to these entitlements will only occur in situations where retrenchments are actually taking place.

## **22.3 Employee Leaving During Notice Period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 22.1. 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 the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

## **22.4 Transfer to Lower Paid Duties**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

## **22.5 Other Measures**

An employee under notice of redundancy will be entitled to:

- (a) Job Search Entitlement

During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. If the employee has been allowed paid leave for more than one day the employee will, at the request of the Company, be required to produce proof of attendance at interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient

- (b) Access to the Company's Employee Assistance Program
- (c) Transfer Availability

The Company will ensure the provision of information and advice to other UGL Group's sites of the availability of redundant employees for redeployment (transfers will occur according to the Company's standard procedure on employee transfers). In the event an employee accepts a transfer offered within the United Group, any entitlement to severance payments ceases.

- (d) Statement of Employment

The Company will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of, or type of work, performed by the employee.

## 22.6 **Transmission of Business**

In circumstances where:

- (a) a new employer becomes the successor, transmittee or assignee, (whether immediate or not) of the business carried on by the Company at the SMC site; and where
- (b) the employees have been offered continuing employment by the new employer; and where
- (c) the employees are entitled to continuity of employment in respect of their long service leave, retrenchment entitlements and other length of service related benefits; then

the Company will not be required to pay the employees the retrenchment entitlements specified in this clause.

## 22.7 **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.

## **23 Flexibility Arrangement**

23.1 The Company and an employee may agree to make an individual flexibility arrangement to vary a term of the Agreement if the arrangement:

- (a) only varies the effect of clause 16.1.5 "Single Day Absences"; and
- (b) meets the genuine needs of the Company and employee in relation to the matter mentioned in clause (a); and
- (c) is genuinely agreed to by the Company and employee.

23.2 The Company 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.

23.3 The Employer must ensure that the individual flexibility arrangement:

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

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

23.5 The Company or employee may terminate the individual flexibility arrangement:

- (a) by giving at least 28 days' written notice to the other party to the arrangement; or
- (b) if the Company and employee agree in writing — at any time.

## **24 Consultation**

### **24.1**

This term applies if the employer:

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

### **Major change**

(24.2) For a major change referred to in paragraph (24.1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (24.3) to (24.9) apply.

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

(24.4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(24.5) As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

(24.6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(24.7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(24.8) 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 (24.2)(a) and subclauses (24.3) and (24.5) are taken not to apply.

(24.9) 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**

(24.10) For a change referred to in paragraph (24.1)(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses (24.11) to (24.15) apply.

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

(24.12) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(24.13) As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (24.14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (25.15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (24.16) In this term:

**"relevant employees"** means the employees who may be affected by a change referred to in subclause (24.1).

## **25 Trade Union Training Leave**

An Employee who is an elected Union Delegate or equivalent workplace representative and who is nominated by his/her Union to attend accredited Trade Union Training courses may receive paid leave for such attendance.

Paid leave totaling no more than five (5) days in any calendar year may be granted, provided that the Employee can be released from his/her work.

The Union concerned shall provide the Company with the course accreditation number and title, dates and times on which the course will be presented and the course venue.

Payment will only be provided where a loss of ordinary time pay is involved.

## **26 Shop Stewards / Employee Representatives**

### **26.1 Representation**

For the purposes of this Agreement "employee representative" means an Employee elected/appointed by one of the Unions in accordance with its rules as a Shop Steward ("Shop Stewards" or "Union Delegates") and selected by an Employee to represent the Employee, or such other representative that may be selected by an Employee to represent the Employee.

Shop Stewards and other employee representatives and Health and Safety Representatives shall be allowed all time reasonably necessary during working hours to attend to their roles as representatives under this Agreement.

Shop Stewards and other employee representatives shall consider the Company's business requirements in their dealing.

### **26.2 Appointment of Shop Stewards and Employee Representatives**

The Company, Employees and Unions recognise that Employees have the right and expectation of representation in relation to employment issues from genuine Shop

Stewards or other employee representatives. The Company must not interfere in the selection by Employees of their Shop Steward or other employee representatives.

The Company recognises that Union members employed by the Company have a right to be represented by their Union, in the consultation and dispute resolution arrangements in this Agreement.

### **26.3 Shop Stewards / Employee and Health and Safety Representatives**

The Company, Employees and Unions recognise the important role of the Shop Stewards and other employee representatives and Health and Safety Representatives. The Shop Stewards and other employee representatives and Health and Safety Representatives have a key role in the early intervention in industrial disputes and Health and Safety issues under this Agreement.

Shop Stewards and other employee representatives shall have no role in determining which Employees work overtime or otherwise, however they may have a role in ensuring agreed overtime rosters are fairly and properly implemented.

Nothing in this clause requires or permits the provision of information about Employees to the Unions or to a member of one of the Unions acting in a representative capacity, officer, or employee of one of the Unions.

## **27 Supplementary Labour**

Supplementary labour will be available to cover excessive workloads caused by increases in work or for special programs or where a particular skill is not available. It is recognised that in some instances a rapid response to the workload is required.

Prior to the employment of supplementary labour, where practical the training and or transfer of existing Employees will be considered. Training will be considered when the skill requirement is long term and the work is of sufficient volume to justify the training investment and retention of competence by the Employee in the required skill. Where training is proceeding, supplementary labour hire may be required to address the immediate workload.

During the employment of supplementary labour, no permanent Employee of the same occupation who is available to transfer to this work will be declared surplus.

Consultation with Employees and Unions will occur prior to the use of supplementary labour. Supplementary labour hire shall be appropriately qualified to undertake the work required. In addition, the Employer will notify relevant employee representatives in writing on the following:

- The name of the supplementary labour company
- The type of work to be performed by the supplementary labour company
- The number of persons and classifications likely to be engaged
- The likely duration of engagement

The engagement of supplementary labour is to be used to support the existing full time Employees in overcoming excessive workloads or skill shortages and not to reduce the full time workforce numbers.

The engagement of a supplementary labour employee will be limited to an engagement of a period, or cumulative period, of 12 months.

In the event of a dispute over this process, the Company, Employees and Unions are committed to the process contained in the Dispute Settling Procedure as set out in this Agreement.

## **28 Contractors**

Where contractors are engaged to carry out work covered by this Agreement, the Company shall endeavour to ensure, as far as practicable, that the contractors performing such work pay market wage rates which are consistent with those applying to other mechanical, electrical and non-artisan contractors operating in metropolitan Melbourne at the time.

## **29 Reclassification / Competency Standards**

The parties agree to continue the development of a set of competency standards and a skills matrix that support the objectives of the business, the aim of which is to provide progression and a career path based on acquisition and use of such competency and skills. The Company will utilise two workplace assessors to carry out this process. Dependant on cases it should be anticipated that the assessors conduct assessments twice a year to ensure expediency of classification reviews.

When an Employee lodges their application for assessment the date will be recorded. If successful in gaining a higher classification the higher rate shall be paid from the date the application was lodged.

If the internal assessors cannot reach agreement, the parties shall agree on an independent assessor(s) to undertake the classification review. The outcome by the independent assessors shall be binding on all parties.



## SIGNATURES OF THE PARTIES

Signed on behalf of **UGL Rail Services Pty Ltd** by:



\_\_\_\_\_  
(Signature of authorised person)

Stuart Inglis, General Manager

\_\_\_\_\_  
(Name and position of authorised person)

Level 9, 40 Miller Street, North Sydney NSW 2060

\_\_\_\_\_  
(Address of authorised person)

10 November 2020

\_\_\_\_\_  
(Date)

The above person is authorised by UGL Rail Services Limited to sign the agreement on its behalf.

Signed for and on behalf of the **Australian Rail, Tram and Bus Industry Union (RTBU)** by:

\_\_\_\_\_  
(Signature of authorised person)

\_\_\_\_\_  
(Name and position of authorised person)

\_\_\_\_\_  
(Address of authorised person)

\_\_\_\_\_  
(Date)

The above person is authorised by the RTBU to sign the agreement on its behalf.



## SIGNATURES OF THE PARTIES

Signed on behalf of **UGL Rail Services Pty Ltd** by:

\_\_\_\_\_  
(Signature of authorised person)

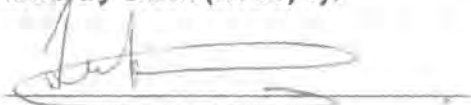
\_\_\_\_\_  
(Name and position of authorised person)

\_\_\_\_\_  
(Address of authorised person)

\_\_\_\_\_  
(Date)

The above person is authorised by UGL Rail Services Limited to sign the agreement on its behalf.

Signed for and on behalf of the **Australian Rail, Tram and Bus Industry Union (RTBU)** by:



(Signature of authorised person)

Luba Grigorovitch Victorian Branch Secretary

(Name and position of authorised person)

Level 2, Queen street Melbourne VIC 3000

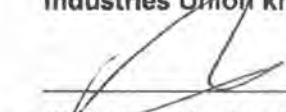
(Address of authorised person)

18/11/2020

(Date)

The above person is authorised by the RTBU to sign the agreement on its behalf.

Signed on behalf of the **Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union** known as the **Australian Manufacturing Workers Union (AMWU)** by:

  
(Signature of authorised person)

Luciano Malgeri, Assistant State Secretary.

(Name and position of authorised person)

251 Queensberry Street, Carlton Sth, 3053.

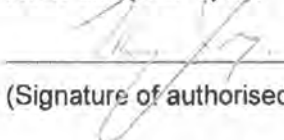
(Address of authorised person)

November 11, 2020

(Date)

The above person is authorised by the AMWU to sign the agreement on its behalf.

Signed on behalf of the **Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU)** by:

  
(Signature of authorised person)

Troy Gray, State Secretary

(Name and position of authorised person)

Level 1, 200 Arden St, North Melbourne VIC 3051

(Address of authorised person)

20/11/2020

(Date)

The above person is authorised by the CEPU to sign the agreement on its behalf.

**Annexure A**

Classification and Annualised Salaries. Apprentices will be paid in accordance with the applicable relativities set out in clause 21 of the Metals Modern Award.

**Full Time Employees(Rotating Roster)**

<b>Classification</b>	<b>First full pay period on or from 1 October 2019</b>	<b>First full pay period on or from 1 October 2020</b>	<b>First full pay period on or from 1 October 2020 (Ordinary Hourly Rate)</b>
C12	\$92,174.50	\$92,174.50	\$35.64
C11	\$97,448.09	\$97,448.09	\$37.69
C10	\$105,463.97	\$105,463.97	\$40.82
C9	\$110,737.57	\$110,737.57	\$42.88
C8	\$116,011.17	\$116,011.17	\$44.93
C7	\$121,284.77	\$121,284.77	\$46.99
C6	\$131,831.97	\$131,831.97	\$51.10

**Full Time Employees– Day Shift**

<b>Classification</b>		<b>First full pay period on or from 1 October 2019</b>	<b>First full pay period on or from 1 October 2020</b>	<b>First full pay period on or from 1 October 2020 (Ordinary Hourly Rate)</b>
C13		-	\$66,141.46	\$33.47
C12		-	\$70,424.64	\$35.64
C11		-	\$74,475.44	\$37.69
C10		\$73,213.34	\$80,660.32	\$40.82
C9		\$76,874.01	\$84,730.88	\$42.88
C8		\$80,534.68	\$88,781.68	\$44.93
C7		\$84,195.35	\$92,852.24	\$46.99
C6		\$91,516.67	\$100,973.60	\$51.10