Gordon McKay and ETU Enterprise Agreement
Geelong Refinery
2023-2025
TABLE OF CONTENTS

1 Title & Application of Agreement ........................................................................................................ 3
2 Date and Period of Operation .................................................................................................................. 3
3 Contents ................................................................................................................................................ 3
4 Relationship to NES ................................................................................................................................. 3
5 Definitions .............................................................................................................................................. 3

PART A (SERVICE, MAINTENANCE AND INSTALLATION) ....................................................................... 7
1 Application of Part A - Service, Maintenance and Installation ................................................................. 8
2 Purpose of Agreement ............................................................................................................................... 8
3 Flexibility arrangements ............................................................................................................................ 8
4 Commitments ......................................................................................................................................... 9
5 Types of employment ............................................................................................................................... 21
6 (Intentionally left blank) ........................................................................................................................... 22
7 Overtime .................................................................................................................................................. 22
8 Breaks ....................................................................................................................................................... 24
9 (Intentionally left blank) ........................................................................................................................... 25
10 Shift Work .............................................................................................................................................. 25
11 Inclement Weather ................................................................................................................................. 28
12 Training and Classification Matters ....................................................................................................... 29
13 Electronic Funds Transfer ....................................................................................................................... 31
14 Personal Protection Clothing .................................................................................................................. 32
15 Disputes Settling Procedure .................................................................................................................. 33
16 Employee Representatives and OHS Representatives .......................................................................... 35
17 Apprentices and Trainees ......................................................................................................................... 36
18 Picnic Day ............................................................................................................................................. 39
19 Redundancy and Severance .................................................................................................................... 40
20 Termination of employment .................................................................................................................... 42
21 Employee Entitlements and Compliance ............................................................................................... 44
22 Superannuation ...................................................................................................................................... 45
23 Leave ....................................................................................................................................................... 45
24 Tools of Trade ....................................................................................................................................... 52
25 Allowances .......................................................................................................................................... 53
26 Salary Sacrifice / Packaging .................................................................................................................... 59
27 Rehabilitation of Injured Workers .......................................................................................................... 60
28 Instrument Trade Classifications ........................................................................................................... 60
29 Income Protection Insurance ................................................................................................................ 60
30 Consultation .......................................................................................................................................... 61
31 Specific Arrangements: Geelong Refinery ............................................................................................. 62

APPENDIX A - WAGE RATES AND ALLOWANCES ............................................................................. 73
1 Method for determining wage rates ......................................................................................................... 73
2 Wage Rates .......................................................................................................................................... 74
3 Allowances – Geelong Refinery .............................................................................................................. 78

SIGNATURE PAGE ................................................................................................................................. 81

SCHEDULE 1 - CLASSIFICATIONS ......................................................................................................... 82
SCHEDULE 2 - ALCOHOL AND OTHER DRUGS POLICY ....................................................................... 89
INTRODUCTION

1 Title & Application of Agreement

1.1 This Agreement will be known as the *Gordon McKay and ETU Enterprise Agreement Geelong Refinery 2023 – 2025* and covers and applies to:

(a) Citywide Utilities Pty Ltd T/A Gordon McKay ** (ACN: 642 172 754 | ABN: 25 642 172 754) (the “Employer”);

(b) the Employees of the Employer who work in the Geelong Refinery located at Refinery Road, Corio VIC 3214 (“the Employee”)

(c) the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (the “Union”).

2 Date and Period of Operation

2.1 This Agreement will operate from the date 7 days after it is approved by the Fair Work Commission (the “FWC”) and shall have a nominal expiry date of 31 March 2025.

3 Contents

N/A

4 Relationship to NES

4.1 This Agreement incorporates and is to operate in conjunction with the National Employment Standards (the “NES”). Subject to the *Fair Work Act 2009* (the “FWA”):

(a) where this Agreement is more beneficial in a particular respect to an Employee, then this Agreement shall prevail to the extent of the inconsistency;

(b) where the NES is more beneficial in a particular respect to an Employee, then the NES shall prevail to the extent of the inconsistency.

5 Definitions

5.1 For the purposes of this Agreement, the following definitions apply:

(a) **Afternoon shift** means any shift finishing after 6.00 pm and at or before midnight.

(b) **Building and Construction Project** means:

(i) all on-site work on a construction project on which the Employer carries out work covered by this Agreement in conjunction with project work that is construction, fabrication, erection, demolition or removal of a building or structure or part of a building or structure or road construction.

(ii) but does not include:

(A) any of the following activities in an existing building/structure at an establishment where products are being manufactured or services rendered:

(1) general installations of plant and equipment, unless in conjunction with a construction project); and/or

(2) maintenance of plant and equipment; and/or
(3) capital project work within existing plant facilities, maintenance and/or revamp work, plant modifications and/or shutdown work;
(B) work performed in the Cottage Sector;
(C) work performed on a Metal Engineering Construction Project; or
(D) work performed in the Employer’s Workshop which is not on a construction site.

(c) **Classifications** means the classifications contained in Schedule 1 to this Agreement.

(d) **Commercial Premises** means a place of trade or premises operated for financial gain, including but not limited to, a retirement village or a block of flats that has a common facility; a place of trade where the manufacture and production of products or produce takes place; a site where renovation, restoration and refurbishment work as described in Part B takes place.

(e) **Continuous shiftworker** means a shiftworker on continuous work.

(f) **Continuous work** means work carried on with consecutive shifts throughout the twenty four hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.

(g) **Cottage Sector** means a single dwelling that does not have a common facility for a multiple number of tenants (where common facility means a place where tenants utilise the same equipment such as kitchen, laundry, meeting room or carpark).

(h) **Cottage Sector Work** means work performed by Employees in the Cottage Sector within a 60 kilometre radius from the Melbourne GPO, inclusive of the Greater Cities of Geelong and Ballarat in the State of Victoria.

(i) **Country Work** means work performed by Employees in the Cottage Sector and the Retail Service and Maintenance Sector outside of a 60 kilometre radius from the Melbourne GPO in the State of Victoria, exclusive of the Greater City of Geelong.

(j) **Disputes Board** means the Electrical and Communications Industry Disputes Board.

(k) **Distant Project** means a project where the location of the “On-site project work” is such that because of its distance or because of the travelling facilities available to and from the location, it is reasonably necessary for an employee to live and sleep at some place other than his/her usual place of residence.

(l) **Employee** means all current and future Employees of the Employer in classifications under this Agreement, including Employees in apprenticeships/traineeships in roles/positions referred to in the Classifications;

(m) **Employee Representative** means:
(i) an Employee selected by another Employee or group of Employees to represent the Employee or the group in relation to their employment, including any matters arising under this Agreement.

* Nothing in this definition detracts from the right of an Employee to choose the Employee representative of their choice to represent them in any matter.

(n) **Fair Work Act** means the *Fair Work Act 2009* (Cth) from time to time.

(o) **FWC** means Fair Work Commission.

(p) **NES** means the National Employment Standards prescribed by the *Fair Work Act 2009* (Cth) (as in effect at any given time).

(q) **Night shift** means any shift finishing subsequent to midnight and at or before 8.00 am;

(r) **Occupational Health and Safety Act** means the *Occupational Health and Safety Act 2004* (Vic) (the “OHS Act”) from time to time.

(s) **OHS Representatives** means an Employee elected as such by a majority of Employees,
in accordance with the *Occupational Health and Safety Act 2004 (Vic).*

(t) **Persons covered by this Agreement** means the Employer, the Union and the Employees;

(u) **Party or Parties** means the Employer and the Union;

(v) **Project** means a Building and Construction Project or a Metal Engineering Construction Project (as defined above)

(w) **Retail Service and Maintenance Sector** means the service and maintenance of retail facilities which includes financial institutions, retail businesses, schools and hospitals but does not include Commercial Premises (as defined).

(x) **Rostered shift** means any shift of which the Employee concerned has had at least 48 hours notice.

(y) **Union** or **ETU** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia. Where this Agreement refers to a decision, agreement or the like being made by the Union, the decision/agreement maker shall be the Victorian Branch of the Electrical Division of the Union.

5.2 **Genuine and Informed Agreement of the Employees**

(a) There are numerous clauses in this Agreement that provide for specific matters to be changed by agreement.

(b) The Employer and Employees acknowledge and agree that in some circumstances, such changes can have significant detrimental effects on Employees’ wages, family responsibilities, work/life balance and/or morale.

(c) Accordingly, the Employer and Employees acknowledge and agree that it is highly important in respect of certain clauses that the process of seeking and obtaining agreement of the Employees is done in such a way as to ensure that the Employees give genuine and informed consent with appropriate consideration time and without undue pressure, confusion and/or misleading/deceptive conduct.

(d) To this end, where a clause in this Agreement refers to “a genuine and informed majority of the Employees”, this means that the following actions, conditions and processes have been completed and complied with:

(i) A ¾ majority of the Employees who are to be affected, whether directly or indirectly, have voted in favour of the question.

(ii) The Employer has given 3 working days written notice, or less where not practicable, of the request for agreement, which must also contain:

(A) The details and reasons for seeking the agreement of the Employees;

(B) the right for the Employees to vote against and that no action will be taken against them if they do; and

(C) the right for the Employees to have the Union or other representative of their choice represent them in respect of the issue and that no action will be taken against them if they do.

(iii) The Employer shall, where practicable, provide a prior written notice to the ETU that a vote is going to be conducted and the date upon which it is to be conducted.

(iv) The result of the vote shall be provided in writing to the Employees as soon as practicable.

(v) No injury or prejudice will be suffered by an Employee because of the way they voted, of the outcome of the vote and/or they exercised their right to have a representative.

(vi) Failure to comply strictly with all of the aforementioned requirements shall render any approval invalid.
(e) For clarity, the above processes and requirements apply in relation to the following clauses:

(i) Part A at clause 2.4;
(ii) Part A at 6.6(g);
(iii) Part A at clause 10.4;
1 Application of Part A - Service, Maintenance and Installation

1.1 Part A of this Agreement covers and applies to:
   (a) the Employer;
   (b) Employees of the Employer who work in the Geelong Refinery located at Refinery Road, Corio VIC 3214

2 Purpose of Agreement

2.1 Subject to the terms of this Agreement, this Agreement replaces and operates to the exclusion of (to the full extent permitted by law) all other awards, collective agreements and industrial instruments.

2.2 The Employer shall ensure that upon commencement with the Employer, Employees shall be provided with reasonable access to a copy of this Agreement in full and alerted in particular to the fact that this Agreement is binding.

2.3 Any existing employment conditions or entitlements that are superior to those contained in this Agreement will continue to apply unless otherwise agreed by the relevant Employee and Employer, as long as such conditions are not inconsistent with the Building Code 2016.

2.4 For work on the sites listed below, the Employer shall apply a 35-hour week and a 25% loading on top of the rates applicable under this Agreement, unless as is otherwise approved by a genuine and informed majority of the Employees.
   (a) APM (Fairfield/Maryvale);
   (b) ACI Operations Pty Ltd (Spotswood);
   (c) CUB (Abbotsford);
   (d) Viridian (Dandenong).

2.5 Anti-Discrimination
   (a) It is the intention of the persons covered by this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.
   (b) Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the persons covered by this Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

2.6 The rates, allowances and other monetary entitlements as prescribed in this Agreement are the minimum amounts to be paid by the Employer to the Employees. The Employer must pay each and every rate, allowance and other monetary entitlements in this Agreement as and when they fall due.

3 Flexibility arrangements

3.1 The Employer 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 23.1(m) “Single Day Annual Leave Absences”; and
   (b) meets the genuine needs of the Employer and Employee in relation to the matter mentioned in clause 3.1(a); and
3.2 The Employer must ensure that the terms of the individual flexibility arrangement:
(a) are about permitted matters under section 172 of the Fair Work Act; and
(b) are not unlawful terms under section 194 of the Fair Work Act; and
(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

3.3 The Employer 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 the Employer 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 this 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 his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

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

3.5 The Employer or 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 the Employer and Employee agree in writing — at any time.

4 Commitments

4.1 General
All persons covered by this Agreement have a common interest in the electrical, electronic and communications contracting industry, therefore a stable working environment and harmonious relations are required to improve the relationship between the Employer, the Employees and its customers. Progress in the industry demands a mutuality of confidence between the parties. All will benefit by continuous peace and by adjusting any difference by a rational common-sense method. Accordingly, all persons covered by this Agreement commit to resolving differences in accordance with the dispute resolution and consultation provisions of this Agreement.

4.2 Contracting
Employees will not contract for any electrical or communications work in direct competition with their immediate Employer.

4.3 Security of Employment Arrangements
(a) Overview
   (i) The persons covered by this Agreement acknowledge and agree that:
(A) the use of Third Parties has the potential to undermine the terms and conditions of the Employees and the Employees’ security of Employment;

(B) as determined in Brian Howe’s report of the Independent Inquiry into Insecure Work in Australia, “Lives on Hold: Unlocking the Potential of Australia’s Workforce”:

(1) “Insecure work arrangements are fundamentally used to deny people their employment rights, to cut costs and to create a compliant workforce.”

(2) “the use of labour hire has increased significantly in the past decades, with the Productivity Commission estimating in 2005 that the number of labour hire workers in Australia had increased from 33,000 in 1990 to 190,000 in 2002 – a rate of growth of 15.7 % a year.”

(3) “As a society though, we need to consider the social ramifications of economic change. One direct result of these reforms has been greater Employer control over the ways through which labour is engaged, which Employers have used to minimise their costs and shift the risks posed by working life on to their workforce. This has especially occurred where gaps in the way we regulate the labour market have failed to provide adequate protections to workers, or where our approach to regulating the labour market hasn’t kept up with new forms of work organisation like the labour hire industry and supply chain outsourcing.”

(4) “Insecure jobs invariably mean lower pay and less rights and entitlements. The fear, vulnerability and powerlessness experienced by workers engaged in insecure work mean they are also less likely to raise health and safety concerns, accept poor conditions and exploitation, and face greater risks of injuries and illness. Training and career development opportunities are much less likely to be available.”; and

(C) based on the above, in order to promote fair, cooperative and productive workplace relations, i.e., to ensure that the Employees are not undermined by the abovementioned insecure work that is growing in workplaces, the persons covered by this Agreement agree to the rights and obligations in this clause 4.3.

(ii) The Employer is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. Subject to the terms of this Agreement, full-time direct and ongoing employment is a guiding principle of this Agreement.

(iii) The Employer will take all measures to achieve employment security for the direct permanent Employees of the Employer. All persons covered by this Agreement recognise the importance of measures to protect and enhance the employment security, health and safety, terms and conditions of employment and career development of the Employees. The Employer agrees that it is highly important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes OHS and EO principles and practices in the workplace and appropriate representation of Employees should they so request. The Employer will ensure that its employment practices are consistent with the above principles and practices.
(b) **Contractors**

(i) Where the Employer makes a definite decision that it intends to engage a Third Party to perform work covered by this Agreement, (which would ordinarily be undertaken by the Employees), the Employer shall consult with the Employees, in accordance with this clause.

(ii) In the normal course, it is expected that consultation will occur within the 14 days leading up to the commencement of the work by the Third Party. If for any reason this does not occur, or if the Employer has less than 14 days’ notice of the need to commence the work, consultation will occur as soon as reasonably practicable - and in any case not more than 14 days after the Third Party commences work.

(iii) At the consultation, the Employer must advise in writing:

(A) the name of the proposed Third Party;

(B) the type of work proposed to be given to the Third Party;

(C) the number of persons and qualifications of the persons the proposed Third Party may engage to perform the work; and

(D) the likely duration.

Upon written request of an Employee, the Employer shall provide the above details in writing in respect of any Third parties the Employer is using at the time of the request.

(iv) At the consultation, The Employer must also consult over the following issues:

(A) safety; and

(B) facilities for the Third Party.

(v) ‘Third Party’ means:

(A) a labour hire agency;

(B) a contractor;

(C) an Employee or contractor, of a contractor; and/or

(D) any other person or entity who/which is not a direct Employee of the Company;

which will do, or does, work that would be covered by this Agreement if it was performed by the Employees.

(c) **Avoidance of Sham Contracting**

(i) The persons covered by this Agreement acknowledge that sham contracting has the potential to undermine fair employment practices, erode Employee entitlements and affect the job security of Employees covered by this Agreement. For this reason, the following is agreed.

(ii) The Employer shall not enter into a contract with another person (the contractor) under which services in the nature of work are to be provided to the Employer, if:

(A) the services are to be performed by an individual (who is not the contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and

(B) if the contract were entered into with the individual, the contract would be a contract of employment.

(iii) The Employer shall not, where it is employing, or proposing to employ, an individual, represent to the individual that the contract of employment under
which the individual is, or would be, employed by the Employer, is a contract for services (whether via a contract with the individual or with an entity in which the individual has any ownership in, or is an officer or trustee of) under which the individual performs, or would perform, work;

(iv) The Employer shall not dismiss, or threaten to dismiss, an individual who is an Employee of the Employer in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services entered into with the individual or with an entity in which the individual has any ownership in, or is an officer or trustee of; or

(v) The Employer shall not make a statement that the Employer knows is false in order to persuade or influence an individual to enter into a contract for services (whether via a contract with the individual or with an entity in which the individual has any ownership in or is an officer or trustee of) under which the individual will perform, the same, or substantially the same, work for the Employer.

(vi) Disputes about this clause:

(A) Where a breach of this clause is alleged and is not resolved after attempts have been made with the Employer, an Employee (or their chosen representative) may refer the allegation directly to the Disputes Board for conciliation and/or arbitration.

(B) The Disputes Board’s has exclusive jurisdiction in respect of such disputes, and its determination shall be final and binding on the persons covered by this Agreement (and there shall be no right of review by FWC in respect of such a decision). The Employees and the Employer will comply with the requests of the Disputes Board including requests to provide substantiating information or undertaking an independent audit of their arrangements. For the avoidance of doubt, an affected Employee may appoint a representative in relation to such matters.

(C) Where a dispute exists, the Employer or their representative will make themselves available to assist this dispute resolution procedure.

(D) Where the Disputes Board Chair deems it necessary due to seriousness of the allegations and/or his/her findings, he or she may refer the matter to the appropriate government authority.

(E) Where it is agreed, or determined by the Disputes Board, that a breach of this clause has occurred and but for the breach, the person ought properly have been an Employee under this Agreement, the parties will attempt to reach agreement on the calculation of any entitlements owing under the proper application of this Agreement on the basis that the person should have been treated as an Employee. Where the parties are in any disagreement, the Disputes Board may determine the amount of the entitlements owing, which will be binding.

(F) The affected Employee will be re-inducted and informed of their entitlements under this Agreement and the FWA.

(G) A decision of the Disputes Board made pursuant to this clause must not be inconsistent with the Building Code 2016 or legislative obligations.

(vii) The Employer must ensure that a person engaged as an Employee or as an independent contractor is lawfully entitled to be so engaged under Australian law.
4.4 Transfer of Labour
(a) If a halt to productive work occurs which is not the fault or responsibility of the Employer, labour can be relocated to other unaffected areas to continue productive work or on other sites if work is available.
(b) Where work halts in these circumstances the Employer will inform the Shop Steward and Employee Representatives (if any).

4.5 Flexibility and Productivity
(a) All persons covered by this Agreement agree that this Agreement commits every Employee of the Employer to exercise the necessary flexibility, productivity improvements and broadness of approach as contained in this Agreement so that the Employer can remain competitive in the marketplace.
(b) The Employer and Employees may develop a consultative committee for the purposes of considering flexibility and productivity improvements.

4.6 Workmanship and Quality
(a) Employees appropriately qualified will sign all required documentation in accordance with the applicable statutes and regulations.
(b) Employees are required to perform their functions and duties in accordance with the generally accepted principles of good quality and safe practices. Provided that all work performed shall be within the limits of the Employee’s skill, training, classification and competence. It is also a term and condition of employment that an Employee will:
   (i) Properly use and maintain all appropriate protective clothing, tools and equipment provided by the Employer; and
   (ii) Maintain a commitment to implement and observe the best agreed health and safety practices, quality procedures, site cleanliness and waste management practices; and
   (iii) Provide and maintain an adequate kit of tools as stated in this Agreement; and
   (iv) Sign all required documentation in accordance with the Employer’s Quality Assurance program.
(c) The ETU will make every endeavour to eliminate any demarcation issue that may arise within the Employer.
(d) It is understood that Quality Assurance is a key factor to ensure that the Employer becomes a more competitive and efficient enterprise. All persons covered by this Agreement are therefore committed to the introduction and maintenance of Employer’s Quality Assurance programs where deemed necessary by the Employer and in accordance with Australian and/or international standards, and Employees are committed to taking any necessary steps to implement such programs.

4.7 Alcohol and Drugs and other Policies
(a) The drug and alcohol policy contained in Schedule 2 shall apply.
(b) All agreed, existing Employer and/or client policies will continue to apply.
(c) Employees shall be trained and inducted in any drug and alcohol policies that apply to them. Failure to do so shall mean that such policy cannot be used against them.
(d) Notwithstanding the above, the following Drug and Alcohol principles shall apply:
   (i) Where practicable, self testing shall be available for both drugs and alcohol.
   (ii) Drug testing may be undertaken by oral fluid testing. The equipment used
to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Processes for specimen collection and the detection and quantitation of drug in oral fluid). In the event drug testing utilises other than oral fluid testing, the type of test must be one that establishes that that the Employee has recently used (within 48 hours) drugs and is impaired in relation to the performance of their role.

(iii) Alcohol testing may only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

(iv) Drug and Alcohol testing shall not be used to unfairly target Employees.

(e) Any disputes in relation to, or in connection with Drug and Alcohol policies, testing and/or principles, are within the scope of, and shall be dealt with via, the dispute resolution procedure.

(f) MEDICAL EXAMINATIONS:

(i) In order to ensure the safety of existing Employees, who will be working alongside new Employees, the Employer seeks to be able to perform pre-employment medical examinations for prospective Employees. This can be done, subject to compliance with this clause.

(ii) Pre-employment

(A) Pre-employment medical examinations may be conducted as part of the selection process to ensure that prospective Employees are able to perform the inherent requirements of the particular position.

(B) The examination must be limited to only those matters that are necessary in order to determine whether the prospective Employee is able to perform the inherent requirements of the position.

(C) The Employer nominated doctor shall perform the examination. In the event that there is a concern about the independence of the doctor, the doctor shall be a doctor agreed to between the Employer and the patient or their nominated representative.

(D) Costs of examination(s) will be borne by the Employer.

(E) The results and any notes or reports relating to the examination, will be provided to the patient. Failure to do so will render the examination invalid.

(F) Subject to the consent of the prospective Employee, the results of this examination may be forwarded to the Employer. The Employer shall ensure that it only receives what is necessary in order to determine whether the prospective Employee is able to perform the inherent requirements of the position.

(iii) Other Medical Examinations

(A) The Employer may with genuine and just cause request an Employee undergo at no cost, and without loss of pay/entitlements, to the Employee, a medical examination by an Employer nominated medical practitioner during the Employee's employment in order to assess his or her fitness for work. Such a request must be reasonable in the circumstances. An Employee will not unreasonably refuse a request to attend a medical examination.

(B) The examination must be limited to only those matters that are necessary.

(C) The results of this examination may be forwarded to the Employer.
The Employer shall ensure that it only receives what is necessary in order to determine whether the prospective Employee is able to perform the inherent requirements of the position.

(D) The results and any notes or reports relating to the examination, will be provided to the Employee.

(E) In the event that there is a concern about the independence of the medical practitioner, the doctor shall be a doctor agreed to between the Employer and the Employee or their chosen representative.

(iv) The parties will over the life of this agreement consult on the development and implementation of a pro-forma medical assessment form to guide the medical practitioner in his or her assessment.

4.8 Women in the Industry

It is recognised that the Electrical and Communications Contracting industry needs to employ more women and the Parties shall discuss means to achieve this during the life of this Agreement. Measures will be implemented that will encourage and assist women to seek and maintain employment in the Electrical and Communications Contracting Industry.

4.9 Discussions about the operation of the Agreement

(a) The Employer authorises and agrees to an annual meeting of the Employees related to the monitoring of this Agreement and seeking the views of the Employees on this Agreement’s operation. The meeting will be at a time and location to be agreed between the Parties during normal working hours (of approximately two hours duration).

(b) In 2025, the Employer authorises and agrees to Employees attending a single mass meeting during normal working hours without loss of pay of approximately 2 hours duration, at a time to be agreed between the Parties, provided that this meeting will constitute the annual meeting under paragraph (a) in that year.

4.10 Training for Occupational Health and Safety Representatives

(a) Occupational Health and Safety Representatives will be afforded a minimum of five days training per annum at accredited WorkCover training programs, or other appropriate seminars. Occupational Health and Safety Representatives will be paid their normal rate including all allowances while attending these courses.

(b) Sufficient notice (at least a week or less by agreement) of the time and nature of the training/seminar shall be given to the Employer to enable agreement for Employees to attend these courses or seminars.

4.11 Training for Employee Representatives

(a) Employee Representatives will be eligible for a maximum of five days training per annum (cumulative to a maximum of 15 days) at a training program or seminars chosen by the Employee Representative for the purpose of assisting them effectively to undertake their respective roles.

(b) Sufficient notice (at least a week or less by agreement) of the time and nature of the training/seminar shall be given to the Employer to enable agreement for Employees to attend these courses or seminars.

(c) Employee Representatives will be paid their normal rate including all applicable allowances while attending approved courses. Additional training can be undertaken by agreement.

4.12 Mature Aged Workers

(a) The Parties to this Agreement recognise that mature age workers are beneficial to the Employer and the Industry. To this end, the Employer shall endeavour to
employ a ratio of at least one mature age worker in every six Employees. The Parties shall ensure that mature age workers are not discriminated against when seeking or maintaining employment with the Employer.

4.13 Compliance with Safety Codes of Practice

(a) All safety related Codes of Practice relevant to the conduct of work shall be complied with.

(b) As part of the Employer’s training program, all Employees shall be properly trained to ensure the Employer’s compliance with such Codes of Practice, in particular, the Code of Practice for Safe Electrical Work.

4.14 Construction Wiring

(a) Where the Employer is responsible for the installation of Construction wiring (including testing and tagging), such work shall comply with the applicable standards from time to time, which at the time of making this agreement are AS/3012 and the Industry Standard for Electrical Installations on Construction Sites 2010.

(b) The Employer will only utilise licensed electricians who have completed an appropriate training course in AS/3012, to perform such work. The Employer will release relevant Employees during ordinary working hours without loss of pay to undergo an appropriate training course (e.g. Futuretech construction wiring course, NECA construction wiring course or the like).

(c) On successful completion of the appropriate training course, the licensed tradesperson shall be paid an additional ‘Skills Allowance’ (flat rate), as detailed in Appendix A, per week while engaged on any site where he/she is nominated by the Employer to perform this work.

(d) It is agreed that apprentices may learn on construction wiring work provided that he/she must always be under supervision in line with the ESV Supervision Guidelines by an accredited tradesperson.

4.15 TRACKING DEVICES

(a) Introduction

(i) Without in anyway conceding the need for the introduction of tracking devices, it is agreed that the Employer may introduce a Tracking Device for Employees covered by this Agreement, subject to the requirements of this clause.

(ii) The reasons for the Employer seeking to implement the Tracking Device are:

(a) Safety of its Employees;

(b) Co-ordination of effort in emergency situations;

(c) Efficient arrangement and operation of its business, personnel and fleet; and

(d) Substantiation of fault response and customer appointment times.

(b) Definitions

(i) “Cloud” means the practice of using a network of remote servers hosted on the Internet to store, manage, and process data, rather than the Employer’s local server

(ii) “Anonymous data” means data consisting of anonymous coordinates of the Tracking Device
“Personal data” means data that allows the identification of both the location and identity of an Employee, whether directly or indirectly, at a particular point of time.

“Disciplinary action” means any form of discipline.

“Live anonymous data” means anonymous data that identifies the current location of the Tracking Device.

“Tracking Device” means equipment that records the location, whether directly or indirectly, of Employees, whether by the use of equipment that uses Global Positioning System (GPS) or by another like means.

(c) Requirements - The Employer must comply with the following requirements in order to utilise, and continue to utilise a Tracking Device:

(i) Employees will be provided on written request access to available anonymous or personal data relevant to them. The request must be reasonable in the circumstances, with the reason(s) for requiring the data set out in writing. The Employer will not refuse any reasonable request. An Employee can authorise his or her nominated representative in writing to request and access this data on his or her behalf.

(ii) Where a reasonable concern exists regarding any potential unauthorised access to personal data within the Employer or by a third party:

- The Employer will have; or

- Where it is a third party, the Employer agrees to take all reasonable steps to require the relevant third party to allow; an IT auditor, to perform external penetration tests relating to the anonymous and/or personal data. A copy of the report will be provided to the Employees.

(iii) Where possible, all anonymous and/or personal data must be deleted from all storage media within 12 months of the data being created.

(iv) Tracking Devices, where possible, will have the function of being able to be switched off when not travelling in respect of, or performing, work. Furthermore, an Employee, where possible, is allowed to switch off the tracking device when not travelling in respect of, or performing, work.

(v) Where possible, the Tracking Devices must no longer send any anonymous or personal data if turned off.

(vi) An Employee may request access to any available report detailing who had accessed the live anonymous data at a particular point in time. The Employer will not unreasonably refuse any request.

(vii) All Employees must be advised in writing about any Tracking Device relating to them, how it operates, what anonymous or personal data it records, who receives the anonymous or personal data, how and if the anonymous data is linked to personal data and for what periods the Tracking Device creates the anonymous or personal data.

(viii) Personal data will not be stored on any third party’s server, including any cloud, unless the relevant server is in a secure place within Australia and it is solely for the purposes of access by the Employer and their authorised representatives or by legal authorities. The Employer shall provide the location of such server upon request. In the event that it is not possible to domicile the server in Australia in the circumstances, the Parties will consult and seek to agree on alternative safeguards. Any difficulty or disagreement may ultimately be resolved by the FWC under the terms of the dispute resolution procedure.
Where possible, the Tracking Device must not create any anonymous or personal data relating to Employees who are on annual or long service leave.

The Employer must not, and cannot use, anonymous or personal data:

(A) As evidence, indirectly or directly, against an Employee in applying disciplinary action to that Employee or in any legal action for unfair dismissal or the like; or

(B) To set or assess individual performance benchmarks, or the like, for an Employee.

The Employer will bear the cost of replacement or repairs in any case that a Tracking Device is damaged unintentionally in the course of its ordinary use.

Dispute Resolution Procedure

Any disputes regarding this clause or any matter relating to the use of a tracking device shall be dealt with via the disputes procedure in this Agreement, including arbitration if necessary.

4.16 Personal Private Information

The Employer acknowledges that:

(i) it is in possession of a significant amount of personal information about the Employees. Personal information is specific information about personal or factual characteristics relating to a certain natural person or a natural person who can be specified. Personal Information includes information such as the Employees name, address, telephone number, date of birth, medical information, TFN, superannuation details, bank details, etc.;

(ii) there is a growing risk of fraudulent and unconscionable behaviour that relies on access to personal information;

(iii) it is important to properly secure personal information and only release it where absolutely necessary.

Accordingly the Employer agrees that it will:

(i) keep any personal information in a secure location;

(ii) only use the personal information for the purposes it was provided to the Employer for;

(iii) only use or disclose the personal information to a third party where absolutely necessary and genuine;

(iv) ensure that the persons receiving the personal information are suitable persons to receive such information;

(v) require the return or destruction of any personal information by any third party that has received the personal information and there is no legitimate purpose for the third party keeping such personal information;

(vi) provide any information/documents, in the control, custody or possession of the Employer, about any suspected improper use of personal information to the relevant Employee;

(vii) immediately notify and disclose all information known by the Employer to the relevant Employee about any improper use of personal information.

4.17 Safety, Local Labour, etc

The Parties acknowledge that:
(i) to ensure that there are an ongoing supply of electrical workers who can perform work for the Employer, the training of local labour to be apprentice electricians is paramount;

(ii) the use of temporary work Visa holders is not a viable option to ensuring that local electrical labour requirements will be sustainable both now and in the future, which could have a negative impact on the business of the Employer;

(iii) concerns have been raised in respect of the skills, experience and qualifications of temporary work visa holders, which raises safety issues for the Employer and Employees;

(iv) in workplaces, linguistic differences can be a significant barrier to communicating health and safety information, discussing issues and ensuring safe work practices.

(v) Workers from culturally and linguistically diverse backgrounds may have different attitudes and expectations in relation to health and safety at work because of their experiences of work in other cultures.

(b) Accordingly, the Parties commit to the following:

(i) The Employer will consult with the Employees prior to using any temporary work visa holder to perform work under this Agreement;

(ii) Where reasonably requested in writing, the Employer will notify Employees of the number of temporary work visa holders being used to perform work under this agreement and the job they are performing;

(iii) The Employees may raise a dispute into the qualifications or skills of a temporary work visa holder and require that an examination of those qualifications or skills be performed, with such examination able to be performed by the Disputes Board or FWC via the dispute resolution procedure.

(iv) Where any Employee has reasonable safety concerns because of a temporary work visa holders limited grasp of the English language, the Employer must assign a relevant interpreter to that workplace/project.

4.18 Wiring Installations

(a) Any electrical wiring installation as defined in AS NZS: 3000 must be performed by a licensed electrician or indentured apprentice.

4.19 Support for Employees experiencing family and domestic violence

Support for Employees experiencing family and domestic violence

(a) Definition

(i) For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other behaviour by a person that coerces or controls a member of the person's family or household or causes the family or household member to be fearful. It includes current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional, psychological or financial abuse.

(b) Confidentiality

(i) The Employer must take all reasonable measures to ensure personal information of which they are aware concerning an Employee’s experience of family and domestic violence is kept confidential.

(c) Leave

(i) An Employee claiming to be a victim of family and domestic violence may request access to their accrued personal leave to attend legal proceedings,
counselling, appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the alleged family and domestic violence.

(ii) Whilst respecting the sensitivity of the situation, the Employer may request the Employee to provide, supporting documentation from a suitably qualified person such as a police support, social worker, medical practitioner or the like. The Employee may refuse such request if they have genuine reasons for doing so.

(iii) Upon exhaustion of the above leave entitlements, Employees may request unpaid leave for periods of up to 2 days for the purposes outlined in sub-clause (c)(i) above or access paid leave of up to 2 days where accrued paid leave becomes available.

(iv) If required, Employees may take additional paid or unpaid family and domestic violence leave by agreement with the Employer.

(v) The Employer shall not unreasonably refuse a request made under this clause.

(vi) Family and domestic violence leave may be taken as consecutive or single days or as a fraction of a day.

(d) Individual Support

(i) This clause supplements the entitlement to request flexible work arrangements pursuant to s.65 of the FWA.

(ii) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family and domestic violence for:

(A) changes to their span of hours or pattern of hours and/or shift patterns;
(B) job redesign or changes to duties;
(C) changes to the location of work;
(D) a change to their telephone number or email address to avoid harassing contact;
(E) any other appropriate measure including those available under s.65 of the FWA.

(iii) Any arrangement entered into will be reduced to writing and indicate either its permanent or temporary nature.

4.20 Suicide Prevention

(a) The Parties acknowledge that:

(i) suicide prevention of Employees is an important issue;

(ii) Employees can find it difficult to discuss feelings and emotions with colleagues at work.

(b) Accordingly, to try and reduce the chance of suicide by an Employee, the Employer agrees to provide training to an appropriate number of Employees in consideration of the size and nature of the workforce concerned, to recognise potentially suicidal behaviour and to give them the simple skills needed to intervene and to keep that Employee safe until they can gain professional help. Such training is to be conducted via an agreed training package/methodology, or an agreed provider between the Parties.
5 Types of employment

5.1 Nature of employment
An Employee may be engaged on a full-time, part-time or casual basis. Any Employee not specifically engaged as a casual Employee or part-time Employee (as per below) shall be considered a full-time Employee. Employment should wherever possible be full time and ongoing.

5.2 Full-time employment
(a) A full-time Employee is an Employee who is engaged to work an average of 36 ordinary hours per week.
(b) Full-time Employees will be paid the all-purpose weekly rate of pay specified in Appendix A for the relevant classification.

5.3 Part-time employment
(a) This clause recognises that some Employees may prefer to work on a part-time basis to accommodate their family responsibilities or other particular circumstances.
(b) A part-time Employee is an Employee who works on a part-time basis involving a regular pattern of hours which shall average less than 36 hours per week.
(c) A part-time Employee may elect to revert to full-time employment by providing the Employer with two weeks’ notice.
(d) Hours
(i) Before commencing as a part-time Employee, the Employee and the Employer must agree upon the ordinary hours to be worked by the Employee, the days upon which they will be worked and the starting and finishing times.
(ii) The terms of this agreement or any variation to it shall be in writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the Employee by the Employer;
(e) Accrual of Entitlements
All entitlements shall apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 36.
(f) Ordinary Spread of Hours of Work
(i) The spread of hours in which ordinary hours of work can be worked by part-time Employees is equal to the starting and finishing time of permanent full-time Employees.
(ii) A part-time Employee shall not be required to work outside of the hours agreed under the contract of employment unless urgent and/or unforeseen circumstances intrude. In such a case the overtime provisions of this Agreement shall apply.
(iii) For example, if the starting and finishing times for permanent Employees are 7.00 am to 3.30 pm, then this shall be taken to be the ordinary spread of hours of work for any permanent part-time Employees.
(g) Overtime
A part-time Employee who is required by the Employer to work in excess of the hours agreed upon in accordance with clause 5.3(f)(i) or outside the ordinary hours of work as defined in clause 5.3(d) shall be paid for such work in accordance with the overtime penalties.
(h) Public Holidays
Where the part-time Employee’s normal paid hours fall on a public holiday and work is not performed by the Employee, such Employee shall not lose pay for the day. Where the Employee works on the holiday, such Employee shall receive double time and a half.

(i) **Rate of Pay**

(ii) An Employee engaged on a part-time basis shall be paid per hour 1/36 of the gross weekly ordinary all purpose rate of pay plus any applicable allowances, plus a 20% all-purpose loading. This loading shall not apply where:

(ii) an existing full-time Employee requests in writing to the Employer to become part-time; and

(ii) the Employer and Employee genuinely agree to such.

5.4 **Casual employment**

(a) A casual Employee is one engaged and paid as such. A casual Employee’s ordinary hours of work are the lesser of an average of 36 hours per week or the hours required to be worked by the Employer.

(b) For each hour worked, a casual Employee will be paid no less than 1/36th of the all-purpose weekly rate of pay in Appendix A for the relevant classification, plus a casual loading of 20%. The loading constitutes part of the casual Employee’s all purpose rate.

(c) The casual loading is paid instead of annual leave, personal/carer’s leave, paid compassionate leave, notice of termination, public holidays and redundancy benefits (other than payments made to the Protect severance fund). The overtime provisions of clause 7 shall also apply to casual Employees, where the Employee works:

(i) more than the agreed hours to be worked on any day; or

(ii) outside of the span of ordinary hours for full-time Employees; or

(iii) more than 36 hours per week.

(d) The minimum engagement of casual Employees is 8 hours on Monday to Friday, and 4 hours on weekends.

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7 **Overtime**

7.1 **Payment for working overtime**

(a) For all work done outside ordinary hours, the rates of pay will be double time.

(b) Except as provided in clause 8.4, in computing overtime each day’s work will stand alone.

(c) To avoid doubt, overtime provisions for shift workers are contained in clause 10.7.

7.2 **Reasonable overtime**

(a) There is a requirement to work reasonable overtime. Subject to that requirement being met, it is not compulsory for an Employee to work overtime in a particular case.

(b) On jobs where overtime is necessary, the work crew may be rostered so that each Employee is not disadvantaged as to the amount of overtime worked (subject to the Employer being able to maintain appropriate levels of coverage as required to meet operational needs). On any day that overtime is worked there will be no
necessity for all Employees on that particular job to work.

(c) Excessive overtime shall not be worked. It is agreed that every effort shall be made to eliminate excessive overtime and create as many employment opportunities as possible. Any suggested and agreed measures to address this shall be discussed by the persons covered by this Agreement and reviewed regularly on all projects throughout the life of this Agreement.

7.3 Minimum payment
An Employee (other than a shiftworker) required to work overtime on a RDO, Saturday, Sunday, or public holiday prescribed in this Agreement must be paid a minimum of four hours at the relevant penalty rate, as set out in this clause.

7.4 Sunday and public holiday work
For Employees other than shiftworkers, double time must be paid for work done on Sundays and triple time must be paid for work on any of the public holidays prescribed in this Agreement.

7.5 Call-back
(a) An Employee recalled to work overtime after leaving the Employer’s business premises or the jobs at which the Employee is engaged (whether notified before or after leaving) must be paid for a minimum of four hours’ work at the appropriate rate for each time the Employee is so recalled.

(b) This will not apply where it is customary for an Employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

7.6 Availability for duty
(a) Where an Employee is on availability duty for between 1-7 days over a 7 day period, the Employee must be paid an availability for duty allowance as set out in Appendix A and if required to work must be paid at the appropriate rate for actual time worked.

(b) For the purposes of this clause:
   (i) **Availability duty** means that the Employee concerned must be available to the Employer by means of telephone at any time the Employee is receiving the availability for duty allowance.

   (ii) **Actual time worked** means the time taken from leaving the Employee’s home to return thereto and in the case of a single call out, the Employee shall be paid for a minimum of two hours at the appropriate rate.

(c) Except in the case of unforeseen circumstances arising, an Employee must not be required to work the full two hours if the job they were called out to perform is completed within a shorter period.

(d) **Rest Breaks for Availability duty:**
   (i) An Employee who is required to work Monday to Friday or part thereof between the hours of 11pm to 6am inclusive, shall be afforded a rest period for all time spent working during that period. Such rest period to commence at the normal starting time on that day.

   (ii) Provided further that such rest period be paid at ordinary time.

   (iii) Where an Employee is called out 3 times between the hours of 11 pm to 6 am inclusive, the Employee, without any loss of pay, shall not be required to work their ordinary hours on that day.
(e) Where the Employer has existing arrangements that are superior (to the Employee) to this clause, the superior arrangements will apply, where they are not inconsistent with the Building Code 2016.

8 Breaks

8.1 Meal breaks and rest breaks

(a) An Employee, other than a continuous shiftworker, is entitled to an unpaid meal break of not less than 30 minutes.

(b) A continuous shiftworker will be entitled to a paid meal break of 20 minutes per shift.

(c) All Employees will be allowed a rest break of 10 minutes, between the time of commencing work and the usual meal break. This rest break will be counted as part of time worked.

(d) The timing of meal breaks and rest breaks on any particular job may be discussed between the Employer and the majority of Employees concerned at a particular site and varied by agreement. Occupational health and safety considerations will always prevail.

(e) An Employee shall not be compelled to work for more than six hours without a break for a meal. Where possible the normal meal break should be as near as practicable to the middle of the period of duty or shift in lieu thereof.

8.2 Payment for work during meal break

(a) Except as provided in clause 8.2(b), for all work done by Employees other than a continuous shiftworker during the normal meal break and thereafter until a meal break is allowed, double time must be paid.

(b) Subject to the provisions of clause 8, an Employee employed on regular maintenance work must work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

8.3 Rest breaks during overtime

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

8.4 Minimum break between work on successive days or shifts

(a) Employees other than shiftworkers

(i) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that Employees have at least 10 consecutive hours off work between ceasing the overtime work and commencing their next period of ordinary hours.

(ii) An Employee (other than a casual Employee), who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the Employee has not had at least 10 consecutive hours off work between those times, must be released after completion of the overtime until the Employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.
(iii) If on the instructions of the Employer an Employee resumes or continues work without having had the 10 consecutive hours off work, the Employee must be paid at double time until released from work for such period. The Employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

(b) **Shiftworkers**

(i) A shift worker, when going on shift, changing shift or returning to day work shall have at least 10 consecutive hours off duty on completion of the day work, shift and any overtime and shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances for any such off duty period.

(ii) Provided that, if on the instructions of the Employer, such an Employee resumes or continues to work without having had such 10 consecutive hours off duty, the Employee shall be paid at double time rates until released from duty and shall then be entitled to 10 hours off duty and shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances, for any such off duty period.

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10  **Shift Work**

10.1  **Introduction of Shift Work**

(a) The Parties acknowledge that the placing of existing Employees onto a permanent, ongoing and/or long term shift has become an issue to Employees, as it can detrimentally affect the Employees' family obligations and responsibilities, resulting in problems for the Employees at home, and their relationships with their partners and children. The Parties also acknowledge that it is a real concern that Employees feel pressure to abide by directions to work shifts, even though it is against their family interests to do so. Accordingly, an existing Employee will not be placed onto a permanent, ongoing and/or long term shift unless it is agreed to by the Employee. Prior to seeking agreement, the Employer must provide at least 7 days (or lesser if agreed) written notice to the Employee of the request for agreement. The written notice must also state:

(i) All details of the shift, including hours of work, starting and finishing times, days to be worked, shift loadings and allowances, and any other relevant entitlements;

(ii) a description of any potential adverse effects on the Employees (not including lifestyle related consequences e.g. loss of leisure time);

(iii) the right for the Employee to not agree to work the shift and that no action will be taken against them if they do; and

(iv) the right for the Employees to have the Union or other representative of their choice represent them in respect of the issue and that no action will be taken against them if they do.

Failure to comply strictly with all of the aforementioned requirements shall render any agreement invalid.

(b) Clause 10.1(a) does not apply to the introduction of temporary short term shift arrangements, where there is a genuine need for such and where the shifts don’t continue for more than five consecutive days.

10.2  **Ordinary hours of work — continuous shiftwork**
This subclause 10.2 will only apply to continuous shiftworkers.

The ordinary hours of continuous shiftworkers must average 35 hours per week inclusive of crib time and must not exceed 140 hours in 28 consecutive days.

Subject to the following conditions, continuous shiftworkers must work at such times as the Employer may require:

(i) A shift consisting of not more than eight hours, inclusive of crib time, provided that by mutual agreement between the Employer and an Employee or majority of Employees concerned, a shift can consist of up to 12 hours;

(ii) Except at the regular changeover of shifts an Employee must not be required to work more than one shift in each 24 hours;

(iii) 20 minutes must be allowed to continuous shiftworkers each shift for crib time, which must be counted as time worked; and

(iv) An Employee must not be required to work for more than five hours without a break for a meal.

10.3 Ordinary hours of work — other than continuous shiftwork

This subclause 10.3 will apply to shiftworkers not on continuous work.

The weekly ordinary hours of work must be an average of 35 per week, to be worked in one of the following shift cycles;

(i) 35 hours within a period not exceeding seven consecutive calendar days; or

(ii) 70 hours within a period not exceeding 14 consecutive calendar days; or

(iii) 105 hours within a period not exceeding 21 consecutive calendar days; or

(iv) 140 hours within a period not exceeding 28 consecutive days.

Subject to the following conditions, such shiftworkers must work at such times as the Employer may require:

(i) A shift must not exceed 8 hours of ordinary time work inclusive of crib time. Provided that by mutual agreement between the Employer and an Employee or majority of Employees concerned, a shift can consist of up to 12 hours.

(ii) Such ordinary hours must be worked continuously except for crib time at the discretion of the Employer.

(iii) Except at the regular change-over of shifts, an Employee must not be required to work more than one shift in each 24 hours.

(iv) An Employee must not be required to work for more than five hours without a break for crib time.

10.4 Rosters

A shift roster must specify the commencing and finishing times of ordinary working hours of the respective shifts.

The method of working shifts may in any case be varied by agreement between the Employer and a genuine and informed majority of the Employees.

The time of commencing and finishing shifts once determined may be varied by agreement between the Employer and a genuine and informed majority of the Employees.

10.5 Shift allowances
(a) An Employee whilst on afternoon or night shift must be paid for such shift 100% more than the Employee’s ordinary rate.

(b) An Employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights must be paid for such shift at double time.

(c) An Employee who:

(i) during a period of engagement on shift, works night shift only;

(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 the Employee at least one third of their working time off night shift in each shift cycle;

must, during such engagement, period or cycle, be paid 100% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

10.6 Rate for working on Saturday shifts and Sunday and Public Holiday Shifts

(a) The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on Saturday is double time. The extra rate is in substitution for and not cumulative upon the shift allowances prescribed in clause 10.5.

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

(c) The rate at which shiftworkers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:

(i) Sunday—double time.

(ii) Public holidays—triple time.

(d) Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the Employee to the Sunday or public holiday rate for the shift. However, the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.

(e) Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift.

(f) The extra rates in this subclause are in substitution for (where greater) and not cumulative upon the shift premiums prescribed in clause 10.5.

10.7 Overtime on shiftwork

(a) Subject to clause 10.7(b), for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift, a shiftworker must be paid:

(i) if employed on continuous shiftwork—at the rate of double time; or

(ii) if employed on other than continuous shiftwork—at the rate of double time.

(b) Clause 10.7(a) does not apply in each case where the time is worked:

(i) by arrangement between the Employees themselves;

(ii) for the purpose of effecting customary rotation on shifts; or

(iii) on a shift to which an Employee is transferred on short notice as an alternative to standing the Employee off in circumstances which would entitle the Employer to deduct payment for a day in accordance with the
stand down provisions in the FWA. Provided that when less than eight hours’ notice has been given to the Employer by a relief worker that the Employee will be absent from work and the Employee whom the Employee should relieve is not relieved and is required to continue to work on the Employee’s rostered day off the unrelieved Employee must be paid double time.

(c) Such extra rates will be in substitution for (where greater) and not cumulative upon the shift premiums.

10.8 Daylight saving

(a) Notwithstanding anything contained elsewhere in this Agreement, in any area where by reason of the Legislation of a State summer time is prescribed as being in advance of the Standard time of that State the length of any shift:

(i) commencing on or 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 and each case to be set to the time fixed pursuant to the relevant State legislation.

(b) In this subclause the expression standard time and summer time shall bear the same meanings as are prescribed by the relevant State legislation.

11 Inclement Weather

11.1 Scope and Application

(a) This clause will not apply where a client already has in place existing inclement weather procedures.

(b) This clause will not apply to workplaces or work locations where temperatures are usually hot (e.g. in or adjacent to boiler rooms) or cold (e.g. cool rooms) except where those temperatures are exacerbated by inclement weather. However, it is acknowledged that the Employer has OHS obligations that should be dealt with in accordance with the Occupational Health & Safety Act (the “OHS Act”).

(c) Any disputes will be handled in accordance with the Disputes Settling Procedure in this Agreement.

11.2 Definition of Inclement Weather

Inclement weather will mean the existence of continuous rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust, extreme high temperature or rain affected work site) by virtue of which it is either unsafe and/or unreasonable for Employees to continue working when exposed to this weather.

11.3 Consultation

(a) It is agreed that in the event of inclement weather, consultation will be held between the Employer and affected Employee(s) with a view to reaching agreement on whether work should continue or discontinue. This consultation must take place in a timely fashion, generally within half an hour.

(b) The primary emphasis of the consultation is to achieve an agreed outcome whereby:

(i) work can continue: and

(ii) a safe workplace is provided and safe systems of work are employed.
(c) All persons covered by this Agreement agree that all necessary steps will be taken to ensure that a full working understanding of the inclement weather procedures is achieved and maintained throughout by the Employer.

(d) In all cases, unilateral cessation of work due to inclement weather without prior consultation and agreement with the Employer will lead to a loss of pay for the period concerned.

11.4 Working Arrangements

(a) The Employer will not require Employees to work in the open in the rain except where the need arises to maintain safety or in emergency situations. In those circumstances, the Employer will provide appropriate wet weather clothing. For those who are required to continue work in the open during the period of inclement weather, they will be paid at the rate of double time.

(b) It is agreed that, after consultation with the affected Employee(s), the Employer can transfer Employees to an unaffected area or other sites not affected by inclement weather.

(c) If after consultation it is agreed that work be discontinued then only the Employees so affected by the inclement weather, who cannot be transferred to an unaffected area or site, will be allowed to go home and will not suffer any loss of pay.

(d) All Employees affected by the inclement weather shall be provided with personal protective clothing as required by the appropriate OHS guidelines.

(e) Further to clause 11.2, exposure to weather of high temperature shall be generally deemed to be above 35 degrees, measured by the Bureau of Meteorology at the nearest weather station.

(f) If work is to continue, in temperatures in excess of 35 degrees to maintain safety or in emergency situations the following will apply:
   (i) At temperatures inclusive of 35 degrees a 5 minute break will occur within the hour.
   (ii) At temperatures inclusive of 37 degrees a 10 minute break will occur within the hour.
   (iii) At temperatures inclusive of 40 degrees a 15 minute break will occur within the hour.
   (iv) When Employees are working under these temperatures fluids will be provided for by the Employer.

(g) All the clauses above do not apply to Employees travelling in air-conditioned vehicles travelling from site to site to undertake work in locations not affected by inclement weather.

(h) It is recognised that in many cases the Employer and Employees will be working at a client’s workplace. In such workplaces where extremes of temperature are encountered, client practice and occupational health and safety principles shall apply, provided that:
   (i) the client practice is documented, clearly understood and meets all of the conditions of the work being performed; or
   (ii) if the requirements of 11.4(h)(i) are not met then the provisions of this clause shall apply.

12 Training and Classification Matters

All persons covered by this Part acknowledge the changing pace of technology in the Electrical, Electronic and Communications Contracting Industry and the need for the
Employer and Employees to understand those changes and have the necessary skill requirements to keep the Employer at the forefront of the industry.

12.1 Commitments to Training

All persons covered by this Agreement recognise that in order to increase the safety, efficiency, productivity and competitiveness of the Employer a commitment to training and skill development is required. Accordingly, persons covered by this Agreement commit themselves to:

(a) Developing a more highly skilled and flexible workforce.

(b) Providing all Employees with career opportunities through appropriate training to acquire the additional skills as required.

(c) Developing training which is consistent with:

(i) The current future skill needs of the Employer and the Employee along with the size, structure and nature of the Employer.

(ii) The need to develop vocational skills relevant to the Employer, the Employee and the Electrical, Electronic and Communications Contracting Industry.

(iii) Developing a more healthy and safe working environment in particular by ensuring that appropriate numbers of Employees receive appropriate training in first aid, code of practice for safe electrical work and construction wiring.

(d) All reasonable cost associated with training including meals, accommodation and course fees will be paid by the Employer, and all training shall be without loss of pay/entitlements.

12.2 Training Committee

The parties to this Agreement may form a Training Committee. The Training Committee will be constituted by equal numbers of Employer nominees and Employee nominees and have a charter which clearly states its role and responsibilities. It shall monitor the clauses of this Agreement which relate to training and ensure all Employees have equal access to training.

12.3 Off the Job Training

(a) Where it is agreed that an Employee undertakes job related training provided by the Employer or by a third party, that training may be undertaken either on or off the job. Where courses are available during normal working hours, the Employee has first option of attending training at these times.

(b) If such training is undertaken during normal working hours, the Employee concerned will not suffer any loss of pay. Where the Employer requires an Employee to undertake mandatory job related training after hours, single time rates shall apply.

(c) Subject to clause 17 (Apprentices and Trainees), any costs associated with standard fees for prescribed courses and prescribed textbooks (except those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training required by the Employer will be reimbursed by the Employer on an annual basis subject to the presentation, to the Employer's satisfaction, of:

(i) evidence of expenditure; and

(ii) reports of satisfactory progress.

(d) Travel costs incurred by an Employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work will be
reimbursed by the Employer.

12.4 In addition to the above, where it is agreed between an Employee and management an Employee may participate in training at no expense to the Employee and without the loss of ordinary pay, in order to enhance his or her skills and performance on the job.

(a) Specifically, Employees may request or may be required to participate in specialised training in relation to:
   (i) HV Operator refresher
   (ii) Certified Thermography
   (iii) Sanction to test every 3 years (HV)
   (iv) CPR & First Aid annually (HV requirement)
   (v) External Inductions for customer sites
      (A) SASSI
      (B) iPro
      (C) Rapid.

12.5 Classification matters

(a) Where a disagreement arises between the Employer and one or more of its Employees in respect to reclassification or what is the appropriate classification, the Employer and the Employee and/or the Employee’s representative shall meet to resolve the issue.

(b) If this does not resolve the issue to the satisfaction of the parties, the matter shall be referred to the Industry Training Board named Future Energy Skills, or its successor, or other agreed organisation, to perform an audit and determine the matter.

(c) The cost of the above shall be borne by the Employer, unless the classification request is vexatious.

(d) The determination of the auditor shall be final and binding on the parties subject to the following.
   (i) Either party may refer the matter to FWC, who may review the determination if FWC decides that the determination is based on a clear, fundamental and substantial error.
   (ii) In reviewing the determination, FWC has the same powers and limitations as those contained in the dispute settlements procedure in this agreement.

12.6 Professional Development

(a) The Parties recognise that commencing 1 January 2023, professional development training may be required for the renewal or retention of an electrical licence.

(b) Where a regulatory authority determines that an Employee is required to attend training for the purposes of licence retention or renewal, and such training takes place within the spread of ordinary hours, an Employee will be entitled to attend the training without loss of pay. For the avoidance of doubt, the costs of the training will be borne by the Employee.

13 Electronic Funds Transfer

(a) Wages will be paid by electronic funds transfer into the Employee's nominated bank account on a weekly basis on any day, Monday to Thursday (unless there is an existing practice to the contrary).
(b) Pay slips will be provided in compliance with the FWA.
(c) Pay slips will be hand delivered, or sent by regular post or by electronic means, (unless the Employee advises that he/she does not have a computer) on the day they are processed.
(d) If an Employee does not receive their wages by normal finishing time on the regular payday, the Employee shall notify the Employer and the Employer must take all reasonable steps to ensure the payment is made without further delay.
(e) Weekly pay slips will be provided which will include the following information within the current pay week and will include:
   (i) Name of Employee
   (ii) Classification of Employee
   (iii) Period to which pay relates
   (iv) Ordinary hourly rate
   (v) Number of hours worked
   (vi) Gross payment
   (vii) Amount of superannuation contribution and the name of the fund or scheme
   (viii) Site allowance (in detail)
   (ix) Overtime rates

(f) Where the Employer’s payroll system is able, the following information will be provided on pay slips:
   (i) Balance of accrued RDO hours
   (ii) Accrued annual leave hours
   (iii) Accrued sick leave entitlements
   (iv) Salary sacrifice arrangements
   (v) Severance Payments

(g) Where the Employer is unable to provide the above information in 13(f) on Employee payslips, alternative arrangements must be made to ensure that the abovementioned items are accurately recorded and accessible to the Employee on request.

(h) If through the fault of the Employer, an Employee who is paid by EFT is kept waiting for their wages after normal finishing time on the regular payday, the Employee shall be paid at overtime rates for all hours until their pay is available or have agreed arrangements between the Employer and Employee provided that the Employee is not disadvantaged.

14  **Personal Protection Clothing**

14.1 On commencement of employment with the Employer each Employee will be issued with the following;
   (a) Two pairs of overalls or agreed alternative such as two shirts and two pairs of pants or jeans.
   (b) One pair of approved safety boots to the value of $175.00.
   (c) One bluey jacket or agreed equivalent (May to October). Nylon jackets and those with metal zips shall not be acceptable.
(d) Any other safety equipment deemed necessary by the Employer for the safe conduct of work.

14.2 Where the Employee requires prescription glasses, the Employer shall ensure that appropriate eye protection is issued. The Employer will reimburse the Employee for the reasonable cost of having the Employee’s prescription glasses hardened, provided that such glasses meet appropriate safety standards, up to the amount of $250.00.

14.3 The above mentioned equipment will be maintained by the Employee and replaced by the Employer on a fair wear and tear basis.

15 Disputes Settling Procedure

15.1 Resolving Health and Safety Issues

(a) When an occupational health and safety issue arises, the matter should be referred to the Employer’s safety representative or supervisor. The supervisor shall discuss the matter with the person and the elected Employee OHS Representative (if on site) with a view to agreeing on a safe working procedure to minimise and eliminate where possible the risk of injury or disease.

(b) Where the supervisor or the OHS Representative reasonably consider there is an immediate risk to the health and safety of any person they must immediately consult, and if the concern remains unresolved, they may, jointly or singularly, direct that work in that particular area, or by that particular method, cease (immediate risk means that there is a degree of danger which is likely to cause injury or disease before the risk can be eliminated).

(c) Work in the affected area(s) shall cease and Employees shall be relocated to work in alternative safe areas where work is available in their classification.

(d) Employees may be relocated to other job sites where there is safe work available in their classification.

(e) Where there is no work available for the particular Employees, they shall remain on site and make themselves readily available for resumption of work without loss of pay. Failure to do so shall negate any claim for payment. Provided that the Employer will not unreasonably require Employees to remain for an unreasonable time period where there is no reasonable prospect of a resumption of work that day.

(f) Where work in an affected area has ceased in accordance with this clause, the Employer may require particular Employees to perform rectification work in the affected area, where such rectification work is of the same type as the Employee’s trade including housekeeping in their particular work area. For clarity, this does not include dewatering. Those Employees who remain on site to perform rectification work will be paid overtime rates during the period in which they perform the rectification work.

(g) At all times, the elected Employee OHS Representative may seek the assistance of a representative in accordance with the applicable legislation, and the supervisor may also seek advice or assistance.

(h) Where the supervisor and the Employee OHS Representative cannot agree on a procedure, either party may call in a WorkSafe Inspector, who may provide advice on the proposed procedure.

(i) The supervisor and the Employee OHS Representative shall agree on the best method of rectifying the problem.

(j) At all times, Employees must not work in situations where there is a genuine risk to their health and safety.

(k) A dispute relating to the subject matter of this clause may be dealt with via the
dispute resolution procedure below.

15.2 Resolving Other Issues

(a) Where a dispute arises over permitted matters (as currently defined in the FWA), the application of this Agreement or the NES, the matter shall be first submitted by the Union, Employee or Employee Representative (if any) to the supervising officer or another appropriate manager, or vice versa. If not settled, the matter may be referred to more senior persons.

(b) While this procedure is being followed the status quo that existed immediately prior to the events that gave rise to the dispute will remain and, subject to this, work shall continue normally where it is agreed that there is an existing custom and practice, but in other cases, the work shall continue at the instruction of the Employer. Failure to continue shall be a breach of the Agreement.

(c) No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

(d) If still not settled, either party may submit the matter, in accordance with this clause, to:
   (i) the Disputes Board for conciliation and/or, arbitration; or
   (ii) directly to FWC for conciliation and/or arbitration, or for a review of an arbitrated decision of the Disputes Board.

(e) To avoid doubt, a party to a dispute may:
   (i) apply to FWC notwithstanding the fact that the Disputes Board has already conciliated the matter; or
   (ii) if the Disputes Board has arbitrated the matter, apply to FWC for a review of the decision within 14 days of the decision having been made; or
   (iii) elect to submit the matter directly to FWC without first going to the Disputes Board.

(f) If a matter is submitted to the Disputes Board:
   (i) The decision of the Disputes Board is binding on the parties subject to the right to review in accordance with this clause.

(g) Where a matter does progress to FWC for arbitration or review, its decision shall be final and binding on the parties subject to either party exercising any right of appeal against the decision to a Full Bench.

(h) In conciliating or arbitrating a matter under this clause, or conducting an appeal under this clause, FWC may exercise such procedural and other powers in relation to conferences, hearings, witnesses, evidence and submissions as are necessary to make the conciliation, arbitration, arbitration hearing, or review effective. To avoid doubt, in conducting a review, FWC is not confined to a consideration of the materials before the Disputes Board, and may deal with the matter afresh or conduct any hearing afresh and substitute its decision for that of the Disputes Board. In conducting a review, it is not necessary for FWC to determine whether the decision of the Disputes Board was affected by error.

(i) A decision of the Disputes Board or FWC made pursuant to this clause 15.2 must not be inconsistent with the Building Code 2016 or legislative obligations.

(j) For the purposes of the disputes procedure:
   (i) At all stages of this procedure, those involved in the dispute may seek the assistance of the Union, an Employee representative, Employer representative (if any) and/or other representative.
15.3 Electrical and Communication Industry Disputes Board

The Disputes Board shall deal with all matters referred to it having full regard to the relevant terms in this Agreement and to its charter as agreed between the Union and the National Electrical and Communications Association.

16 Employee Representatives and OHS Representatives

16.1 Time during working hours

(a) Employee Representatives and OHS Representatives shall be allowed without loss of pay all reasonable time during working hours to attend to their roles which includes, but is not limited to, the Employee representative rights set out below.

(b) Shop Stewards and Occupational Health and Safety Representatives Meetings

(i) The Employer will release from work without loss of pay each accredited Shop Steward and Occupational Health and Safety Representative to attend monthly meetings conducted by the ETU to consult on industry related matters. Other meetings agreed by the Employer and the ETU will also be covered by this clause.

(ii) It is understood that only one Shop Steward per Employer, per site shall attend such meetings or as otherwise agreed between the Employer and the ETU.

16.2 Election of Employee Representatives and OHS Representatives

(a) Employee Representatives:

(i) All persons covered by this Agreement recognise that Employees have the right and expectation of representation in relation to employment issues from genuine Employee Representatives. The Employer must not interfere in the selection of Employee Representatives.

(ii) The Employer recognises that union members employed by the Employer have a right to be represented by their union, in the consultation and dispute resolution arrangements in this Agreement.

(iii) For clarity, the Employees are free to be represented or not represented by an industrial association.

16.3 Employee Representatives and OHS Representatives

All persons covered by this Agreement recognise the important role of Employee Representatives and OHS Representatives. The Employee Representatives and OHS Representatives have a key role in the early intervention in industrial disputes and health and safety issues under this Agreement.

16.4 Employee Representatives’ Rights

The Employer will recognise the following rights of Employee Representatives:

(a) The right to be treated fairly and to perform their role without any discrimination in their employment.

(b) The right of access to private telephone, facsimile, post, photocopying, Internet and email facilities on major projects (and elsewhere where practicable) for the purpose of carrying out their role.

(c) The right to place information related to permitted matters on a notice board in a prominent location in the workplace.

(d) The right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace. The right to paid time to
assist and represent Employees who have requested them to represent them in respect of disputes arising in their workplace.

(e) The right to represent the interests of members in their workplace to the Union, Employer and industrial tribunals/courts.

(f) The right to reasonable time to participate in the operation of the Union during normal working hours.

16.5 Prior to a Shop Steward being terminated from employment or being transferred from a site or project, the Employer shall notify the Shop Steward two weeks in advance of such termination or transfer.

16.6 Principles

(a) Collective industrial relations will continue as a fundamental principle of the Employer.

(b) Union membership shall not be discouraged by the Employer to all prospective and current Employees.

17 Apprentices and Trainees

17.1 Apprentices

(a) Subject to the terms of this Agreement, the laws applicable to apprentices in Victoria will apply. Where it is consistent with Victorian legislation, an apprentice may be engaged under a training agreement approved by the relevant Victorian apprenticeship authority, provided the qualification outcome specified in the training agreement is consistent with that established for apprenticeship in the trade training package determined from time to time by the EE-0Z Industry Skills Council (ElectroComms and Energy Utilities Industry Skills Council) and endorsed by the National Training Framework Committee.

(b) In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State legislation. The Employer must provide training and/or provide access to training consistent with the contract or training agreement without loss of pay.

(c) An apprentice shall be indentured in any of the following trades:

(i) Electrical
(ii) Instrument
(iii) Electronic/Communications
(iv) Refrigeration Air-conditioning
(v) Power Lines Work and Cable Jointing
(vi) Security

(d) An apprenticeship may be cancelled or suspended in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the relevant apprenticeship authority.

(e) The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with the Victorian legislation but must not exceed three months.

(f) The Employer shall reimburse the apprentice annually for the cost of the TAFE/RTO fees upon production of evidence of successful completion of the modules, less any amount paid, if any, to the apprentice by a government exclusively and specifically for those TAFE/RTO fees.
(g) Except as provided in this clause or where otherwise stated all conditions of employment specified in the Agreement will apply to apprentices. The ordinary hours of employment of apprentices must not in each enterprise exceed those of the relevant tradesperson.

(h) No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract of apprenticeship or training agreement.

(i) **Apprentices attending Technical College on RDO**

An apprentice working in an establishment under a particular work cycle in accordance with this Agreement who attends technical college on a rostered day off, shall be afforded another ordinary working day off as substitution for the rostered day off. Any substituted day must be taken in the current or next succeeding work cycle.

(j) **Employment of minors**

(i) The Employer shall not employ minors in any trade covered by the classification of this Agreement where the relevant state apprenticeship authority has prescribed such classifications as an apprenticeship trade.

(ii) A minor may be taken on as a probationary apprentice for three months, and if apprenticed, such three months shall count as part of their period of apprenticeship.

(k) Apprentices are the future of the industry and the persons covered by this Agreement reaffirm their commitment to the training of apprentices. The Employer shall make every endeavour to make full time apprenticeships available with the Employer.

(l) Where it is not possible to employ a full time apprentice, the Employer may hire apprentices/trainees from Group Training Companies. Once an apprentice/trainee from a Group Training Company is engaged the Employer will consult with Employee Representatives over issues of safety, supervision and training provided to the apprentice/trainee.

(m) All persons covered by this Agreement shall ensure that the appropriate support is provided to enable women to successfully complete apprenticeships.

(n) All persons covered by this Agreement agree that all apprentices/trainees covered by this Agreement will continue to be paid for all time required to be spent at trade school (including travel time allowance) and not be disadvantaged by any changes to any government policy on training, trainees or apprenticeships.

(o) The Employer recognises that apprentices hired from Group Training Companies have the same right to safety, supervision and training as any other apprentice. The Employer shall attempt to hire the apprentice on a long term basis and shall ensure that the quality of training provided during the hire is of a high standard.

(p) The persons covered by this Agreement recognise the importance of a 4-year apprenticeship and the outcome of a fully qualified and well-trained tradesperson. The persons covered by this Agreement believe that it is critical to maintain the integrity and duration of the current apprenticeship system and reject any deregulation of electrical apprenticeship or training. The Employer commits that all electrical apprentices must undertake the Certificate III in Electrotechnology Electrician based on the traditional 4 year apprenticeship and will not support any reduction in this apprenticeship training or engage any apprentices under a reduced/shorter training package.
However, it is recognised that some deficiencies currently exist with the manner in which examination of electrical mechanics curriculum/coursework is conducted.

Far too many apprentices are failing the current examination system in spite of being very proficient at their trade. The persons covered by this Agreement shall work together to ensure that the testing system for apprentices will ensure a quality outcome that is realistic and fair to the apprentice.

Concerns have been expressed in the industry over the number of apprentices who are not successfully completing their trade modules during their apprenticeship. While it is appreciated that in many instances factors beyond the apprentices’ control can sometimes cause the apprentice to miss significant time at trade school and affect their ability to learn, it is important that the Employer provide all possible support to ensure that apprentices are assisted in completing their formal training. However, apprentices must recognise that they have an obligation to the Employer, themselves and the industry to do all they can to successfully complete their trade.

17.2 Effect on period of apprenticeship of lost time

(a) If during the period of apprenticeship an apprentice has served less than the ordinary working days prescribed by this Agreement or has been unlawfully absent from work, for every day short or absent the apprentice will serve an additional day in the apprenticeship period.

(b) Provided that in calculating the extra time to be so served, the apprentice will be credited with time which the apprentice has worked during the relevant year in excess of the apprentice’s ordinary hours.

17.3 Trainees

Trainees shall be required to complete the “off-the-job” component of their training without loss of pay and during ordinary working hours. This will include attendance at an approved Registered Training Organisation’s training premises.

17.4 Apprentice Wages

(a) Wage Rates

   (i) The apprentice wage rates are listed in Appendix A.

   (ii) Progression to the wage rate (and TAFE Institute/RTO achievement allowance where applicable) for each year of the Apprenticeship (e.g. from 1st to 2nd year etc) will apply from the anniversary dates of the commencement of the apprenticeship.

17.5 TAFE Institute/RTO achievement allowance

The TAFE Institute/RTO achievement allowance is payable during the relevant period of apprenticeship subject to the following conditions:

(a) To be entitled to payment of the allowance from the anniversary date of the commencement of the apprenticeship, an apprentice must not have more than one not completed/failed unit of competency result on their Apprenticeship Course record.

(b) If an apprentice has 2 or more not completed/failed unit of competency results on their Apprenticeship Course record then his/her wage is paid only at the relevant year base rate, until the Apprentice completes 1 or more previously not completed/failed units of competency, so that there are not more than one not completed/failed unit of competency results on their Apprenticeship Course record. From such time, the Apprentice will receive the allowance.

   Notes:

   (A) Many TAFE Institutes record a fail as “not complete”.
(B) A fail is recorded when the mark achieved for the unit of competency is less than 65%.

(c) If the Employer has paid the allowance in circumstances where the apprentice is not entitled to the allowance, the Employer cannot recover the allowance already paid.

17.6 Apprentice Ratio to Trades people

(a) To ensure that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the Employer shall endeavour to maintain a ratio of at least one apprentice to three (3) tradespeople.

(b) Where this is not achievable due to health and safety reasons or matters outside of the Employer’s control, the parties shall discuss the matter and try and reach a settlement.

(c) Subject to the Supervision Guidelines referred to in clause 17.7, there should be no more apprentices engaged than tradespeople on any site, project or job i.e. 1:1 ratio.

(d) The Employer and the Union shall discuss and implement agreed strategies to maximise apprentice intake for the Employer. Provided that the application of this Clause shall not be used to displace existing Employees.

17.7 Apprenticeship Supervision

All apprentices shall be supervised by an appropriately qualified tradesperson. Each worksite shall implement the ESV’s “Supervision guidelines for apprentices working on electrical installations”. These guidelines were developed by the Industry parties under the auspices of the Office of the Chief Electrical Inspector.

17.8 Adult Apprentices

(a) People who are 25 years of age or over at the time of entering into an apprenticeship with the Employer, and who commence(d) their apprenticeship with the Employer on or after 1 January 2011, will be paid as per the adult apprentice rates set out in Appendix A to this Part.

(b) Apprentices who commenced employment with the Employer prior to 1 January 2011, and who were classed as adult apprentices under any previous collective agreement (i.e. apprentices aged over 21 years of age at the time they commence their apprenticeship) will also be paid per the adult apprentice rates set out in Appendix A to this Part.

(c) All other apprentices, including those under 25 who commenced employment on or after 1 January 2011, will be paid the apprentice rates set out in Appendix A to this Part.

17.9 Wages for those Apprentices who commence their Apprenticeship between the age of 21 and 24

Notwithstanding anything contained elsewhere within this agreement, Apprentices who commence their apprenticeship between the age of 21 and 24 will be paid no less than the respective adult apprenticeship rates of pay contained in the Electrical, Electronic and Communication Contracting Award 2010.

For the sake of clarity, where the apprentice rates set out in Appendix A of this agreement are higher than the relevant Award rates, then the apprenticeship rates set out in the agreement will apply.

18 Picnic Day

If the Employer, and its Employees (including casual Employees) who perform work of the kind
covered by this Part, usually participate in the Picnic Day (as determined by reference to an established practice), then Employees will be entitled to attend the Picnic Day without loss of pay provided that proof of attendance (supplied at the picnic) where practicable is given to the Employer.

By agreement between the Employer and an Employee, Picnic Day may be substituted for another day. Where this occurs, the Employee shall work on the Picnic Day and take a substitute paid Picnic Day off in the current work cycle. An Employee cannot be forced to work on picnic day.

19 Redundancy and Severance

19.1 Definition of Redundancy

(a) Redundancy shall apply where:

(i) The Employer has made a definite decision that the Employer no longer wishes the job an Employee has been doing done by anyone and that decision leads to the termination of employment of the said Employee; or

(ii) Because of the bankruptcy or insolvency of the Employer.

19.2 Alternative employment for a redundant Employee

An Employee will not be entitled to redundancy pay under the general redundancy pay prescriptions if the Employer obtains acceptable alternative employment for the Employee. In the event of a dispute as to whether employment obtained for an Employee is acceptable alternative employment for the purposes of this sub-clause and/or whether the Employee should receive a lesser amount of redundancy pay than specified in the general redundancy pay prescriptions having regard to alternative employment obtained by the Employer for the Employee, the dispute will be dealt with in accordance with disputes procedure.

19.3 Employee leaving during the notice period

An Employee whose employment is terminated except for malingering, inefficiency, neglect of duty, misconduct or refusing duty, may terminate the employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

19.4 Exemption from redundancy clause

(a) This clause shall not apply:

(i) where termination of employment is a consequence of malingering, inefficiency, neglect of duty, misconduct or refusing duty, viz. conduct that justifies summary dismissal;

(ii) to Employees employed on a casual basis, provided that the Employer shall not employ a casual worker for the purpose of avoiding redundancy pay;

(iii) to Employees engaged for a specific period of time for a specific task or tasks;

(iv) to transferring Employees under the transfer of business provisions of the FWA.

19.5 Redundancy Pay

(a) In addition to the period of notice prescribed for ordinary termination, an Employee whose employment is terminated by reason of redundancy, shall be entitled to the following amount of redundancy pay in respect of a continuous period of service, subject to the operation of clause 19.5(d):
<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
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<tr>
<td>1 year</td>
<td>4 weeks’ pay</td>
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<td>2 years</td>
<td>6 weeks’ pay</td>
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<td>9 years</td>
<td>16 weeks’ pay</td>
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<td>10 years and over</td>
<td>12 weeks’ pay</td>
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</table>

(b) Provided that where an Employee who is terminated receives a benefit from a severance pay scheme, he or she shall only receive the difference between the redundancy pay specified above and the amount of the severance benefit he or she receives which is attributable to the Employer’s contributions. If the severance benefit is greater than the amount under clause 19.5(a) hereof then the Employee shall receive no payment under that subclause.

(c) Week’s pay means the gross weekly ordinary all purpose rate of pay, as defined, at the date of termination.

(d) Provided that an Employee shall be entitled to a pro rata payment at the base rate of pay for any period of continuous service which is less than a full year at any of the year levels referred to above. For clarity, this includes for service less than a year.

### 19.6 Severance

(a) **Contributions to a Severance Fund**

(i) It is agreed that the Employer will make weekly Severance payments (payable on a monthly basis as determined by PROTECT) to the PROTECT Severance Fund for all Employees, except directors and apprentices, covered by this Agreement.

(ii) The Employer severance contribution provided for in this clause will be set off against the redundancy entitlements that would otherwise apply under the NES (referred to in clause 19.5(a) of this Agreement), provided that where the Employer has not made sufficient contributions into the Employee’s Severance Fund to satisfy these obligations, the Employer shall make up the difference and pay the said Employee at the time of termination. This clause applies regardless of whether the Employee is actually paid a benefit from the fund at the time of the redundancy or elects not to claim a severance payment at the time of redundancy.

(iii) Severance Payments are to be made for periods when Employees are on:

   (A) pay;
   (B) any form of paid leave;
   (C) WorkCover payments;
   (D) Co-invest Long Service Leave;
   (E) Income protection insurance payments (unless severance payments are made by a third party, eg. Insurer); or
   (F) Unpaid leave due to injury/illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES.

(iv) Payments are not required for periods when Employees are on unpaid leave for personal recreation reasons or the like, unless otherwise agreed.
(v) No contributions are required to be paid for Employees while engaged solely in the Cottage sector or Country work.

(vi) For Employees (other than apprentices), contributions will be at the following rates:

(A) $95.00 per week;
(B) $100.00 per week from 1 October 2022;
(C) $110.00 per week from 1 October 2023;
(D) $120.00 per week from 1 October 2024.

(b) Salary sacrifice of severance contributions into superannuation

(i) Subject to clause 19.6(b)(ii) an Employee may, as an alternative (whether partial or complete) to the benefit set out in clause 19.6(a), elect in writing to instead receive an additional contribution into the superannuation fund, by way of salary sacrifice. An Employee may only make or alter an election under this clause once in any 12 month period, unless otherwise agreed.

(ii) This option is only available to Employees who have had a minimum of 17 weeks’ pay paid into their severance fund by the Employer (such amount being used to offset the redundancy entitlements that would otherwise apply under the NES in the event of redundancy).

(iii) For Employees (other than apprentices) who make an election in accordance with clause 19.6(b)(i), the additional contributions into superannuation will be equivalent to the amount sacrificed from the severance contribution.

(c) Apprentices

(i) Where the position of an apprentice is made redundant by the Employer during his/her apprenticeship the apprentice will be entitled to redundancy pay in accordance with the scale in clause 19.6(a) above.

(ii) Week’s pay means the gross weekly ordinary all purpose rate of pay, as defined, at the date of termination.

(iii) Provided that an apprentice shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.

(iv) No redundancy pay is payable where the Employer has obtained suitable alternative employment for the apprentice where the apprentice accepts that employment.

(v) No redundancy pay is payable where the Employer terminates the apprentice upon completion of the term of apprenticeship.

(d) Protect

At the request of an Employee (or if the Employee elects, through the Employee’s representative), the Employer will arrange as soon as possible for an authorised representative of Protect to attend the workplace where the Employer’s Employees are engaged for the purposes of explaining to Employees the benefits available to them under the Protect Severance Fund arrangements and to answer any questions that Employees may have about the Protect Severance Fund arrangements.

20 Termination of employment

20.1 Notice
(a) Subject to clause 20.2, in order to terminate the employment of a full time or part time Employee (other than an apprentice or fixed term employee, upon the expiration of the relevant training or fixed term contract) the Employer shall give to the Employee the period of notice specified in the table below, or make payment in lieu thereof.

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 years of completed service</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

In addition to this notice, Employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, are entitled to an additional week’s notice.

(b) Where an Employee is paid under the RDO system and has accrued a credit towards an RDO, such credit shall be taken into account in calculating wages due on termination.

(c) Where notice has been given an Employee shall continue in employment until such notice expires.

(d) Upon termination of employment, wages that are due to an Employee shall be paid on the day of such termination.

(e) The Employee shall terminate employment at a week’s notice, at any time during the week, or by payment, or forfeiture as the case may be, of a week’s wages for ordinary time worked.

(f) If the Employee fails to give notice the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

20.2 Termination without notice

The Employer may terminate an Employee’s employment without notice if the Employee engages in serious misconduct.

20.3 Time off during notice period

Where an Employer has given notice of termination to an Employee, the Employee shall be allowed up to one day’s time off during the notice period without pay to seek other employment.

20.4 Termination prior to a public holiday

(a) If the Employer terminates the employment of an Employee, the Employer shall pay the Employee a day’s ordinary wages for each public holiday prescribed in this Agreement which falls within 10 consecutive calendar days after the date the Employee is given notice of termination of employment.

(b) Where any 2 or more of the holidays prescribed in this Agreement occur within a 7 day span, such holidays shall be a ‘group’ of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after the date the Employee is given notice of termination, the whole group shall be deemed to fall within the 10 consecutive days, and the Employee will be paid a day’s ordinary wages for each such day. For example, Christmas Day, Boxing Day and New Year’s Day (or days in lieu thereof) shall be regarded as a group.

(c) To avoid doubt, if the public holiday falls within the notice period (whether the Employee works the notice period or receives a payment in lieu), the Employee will only be paid once in respect of that day (i.e. the payment will not be added to the
(d) Clauses 20.4(a), (b) and (c) do not apply where the Employer terminates the employment without notice in accordance with clause 20.2.

20.5 On termination of employment by either the Employer or Employee in accordance with this Agreement, the Employee shall receive all entitlements that are owing to the Employee, on the last day of employment. If the Employer does not make available all the entitlements along with a Separation Certificate (if requested), paid employment will continue until such time all entitlements are paid, provided that this shall not apply in the case of a minor oversight or error which is corrected within 48 hours.

21 Employee Entitlements and Compliance

21.1 Superannuation, Severance, WorkCover, Co-INVEST and Insurances

(a) On commencement, and in accordance with fund procedures, the Employer shall register the Employee/s with the relevant industry funds. These are C+Bus for superannuation, "Protect" for severance pay and income protection insurance, and Co-INVEST for long service entitlements.

(b) It is a specific requirement that the Employer shall ensure that all payments to the abovementioned funds and schemes are up to date and made in full.

(c) When an Employee or their representative raises a concern in respect of the Employee/s entitlements and/or the Employer’s compliance with payments and/or registration with the abovementioned funds or schemes, the Employer shall provide to the Employee, or their representative in compliance with the FWA, all relevant information to assist in resolving any concerns.

(d) Failure to make payments to industry funds etc

(i) If a person covered by this Agreement has a genuine and reasonable belief that the Employer has failed to comply with this clause 21.1(b), the following process will apply:

(A) the person or their representative must notify the Employer in writing of the alleged non-compliance and what must be done to remedy it;

(B) the persons involved and or their representatives, must consult in good faith in an effort to resolve the matter;

(C) subject to clause 21.1(d)(ii) if after 5 working days following the notification to the Employer (or such longer period as may be agreed to permit consultation to occur), the person still has a genuine and reasonable belief that the Employer has failed to comply with clause 21.1(b), the Employer must pay the relevant person $100 per weekday during the period of non-compliance, in addition to rectifying the non-compliance.

(ii) Clause 21.1(d)(i)(C) shall not apply where:

(A) there is a genuine and reasonable disagreement about whether any amount is owing or outstanding and the Employer has provided to the Parties in writing why it considers it has complied; or

(B) the Employer provides evidence that the non-compliance is due to matters beyond control of the Employer.

(iii) Any disputes related to this clause shall be dealt with via the disputes procedure. The Parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding under clause 21.1(b) as quickly as practicable.
22 Superannuation

22.1 Superannuation contributions

(a) The Employer will pay weekly superannuation contributions for Employees on a monthly basis, (no later than the 14th day of the following month) into C+BUS industry Superannuation Fund for employees who are engaged under the Agreement.

(b) The Superannuation Guarantee (Administration) Act 1992 (SGAA) and the Superannuation Guarantee Charge Act 1992 (SGCA) determines the payment. The contribution rate is currently 10.5% of Ordinary Time Earnings (OTE), provided the minimum weekly payment (for other than apprentices) shall be $200.00 (pro-rata for part-time Employees).

(c) No Employee shall be disadvantaged by the application of this Clause.

(d) It is agreed that Ordinary Time Earnings includes:

(i) The full wage specified in this Agreement (pre - salary sacrifice arrangements).

(ii) Travel Time Allowance.

(iii) Fares allowance (only where the Employee is provided with a vehicle etc.).

(iv) All ‘site allowances’ paid during ordinary time.

(v) Shift Allowances.

(vi) Any other components defined in the Superannuation Guarantee Legislation.

(vii) Casual Loading.

(e) Superannuation contributions are to be made for periods when Employees are on:

(i) pay;

(ii) any form of paid leave;

(iii) WorkCover payments;

(iv) Co-invest Long Service Leave;

(v) Income protection insurance payments (unless superannuation contributions are made by a third party, eg. Insurer); or

(vi) Unpaid leave due to injury/illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES.

(f) Contributions are not required for periods when Employees are on unpaid leave for personal recreation reasons or the like, unless otherwise agreed.

23 Leave

23.1 Annual Leave

(a) Subject to the matters set out in this clause 23.1 and clause 23.2, annual leave shall accrue and may be taken in accordance with the NES.

(b) Accrual:

(i) Full-time Employees will be entitled to four weeks’ paid annual leave per annum, provided that “shift workers” as defined below, shall be entitled up to one additional week’s paid annual leave.
(ii) For the purposes of this clause and the NES only, ‘shift worker’ means a shiftworker who is regularly rostered to work on Sundays and public holidays. Where an Employee with 12 months’ continuous service is engaged for part of the 12 monthly period as a shiftworker, that Employee must have their annual leave increased by half a day for each month the Employee is continuously engaged as a shiftworker.

(iii) An Employee’s entitlement to paid annual leave accrues progressively during a year of service according to the Employee’s ordinary hours of work, and accumulates from year to year.

(iv) Part-time Employees shall accrue annual leave on a pro rata basis.

(c) Payment for Annual Leave shall include:

(i) the all-purpose rate of pay applicable at the time that an Employee takes annual leave;

(ii) For shiftworkers, they shall also receive any extra rates that they receive for shift work in ordinary time, according to the Employee’s roster or projected roster including Saturday and Sunday shifts.

(d) Annual leave loading

(i) In addition to the payment provided for in clause 23.1(c), the Employer is required to pay an additional leave loading as follows:

(ii) Day work

(A) When an Employee takes a period of paid annual leave, the Employee will be paid an annual leave loading of 22.5% of the payment under clause 23.1(c).

(iii) Shiftwork

(A) Where the Employee would have received shift loadings had the Employee not been on leave during the relevant period and such loadings would have entitled the Employee to a greater amount than a loading of 22.5% of the payment under clause 23.1(c), then the shift loadings must be added to the payment under clause 23.1(c)(i) instead of the 22.5% loading.

(B) Provided further that if the shift allowance would have entitled the Employee to a lesser amount than the loading of 17.5% then such loading of 22.5% shall be used for the purpose of calculating annual leave loading in lieu of the shift allowance.

(iv) The annual leave loading prescribed will also apply to proportionate leave on termination but will not apply where an Employee is dismissed by the Employer without notice in accordance with clause 20.2.

(e) Taking of Annual Leave

(i) The Employer and Employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time.

(ii) If agreement cannot be reached, the Employee who wishes to access Annual Leave shall give four (4) weeks’ notice to the Employer or less by agreement.

(f) Annual Leave upon termination

(i) On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Employee.

(g) Excessive Leave

(i) While the preference is always for Employees to take their annual leave
during the year in which it accrues, where an Employee has more than 8 weeks’ annual leave entitlement accrued to them, the Employer may direct the Employee to take annual leave by providing 28 days’ notice, or such longer or shorter period as is agreed, prior to the date the Employee is required to commence the leave, provided that the Employee retains a balance of at least 4 weeks’ accrued annual leave after the direction.

(h) Annual Close Down

(i) The Employer may by two months’ notice in writing declare that the establishment, project or business shall observe a complete Christmas - New Year close down, such Employee shall be entitled to leave on a pro rata basis and such an Employee may be stood down for the duration of the close-down period, provided that any such Employee shall be paid for all public holidays occurring during the close-down period.

(ii) Close-down shall be deemed to mean a period of not less than four consecutive weeks, inclusive of public holidays, commencing not earlier nor later than one clear working day before Christmas Day. Provided that the close-down period may not extend for longer than three consecutive weeks, exclusive of public holidays, where the Employees agree with the Employer that annual leave may be taken in two periods.

(i) Public holidays falling within annual leave

(i) If a public holiday falls within an Employee’s annual leave, as prescribed in this Agreement, and is on a day which would have been an ordinary working day, then;

(ii) The public holiday does not constitute part of the Employee’s annual leave.

(j) Employee not taken to be on paid annual leave at certain times

(i) If the period during which an Employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment for community service leave, the Employee is taken not to be on paid annual leave for the period of that other leave or absence.

(k) Working whilst on annual leave

(i) Except in accordance with all the requirements of this clause an Employee shall not offer their services to any other Employer during the period the Employee is on paid annual leave and an Employer shall not engage an Employee who is on paid annual leave.

(l) Annual leave allowed before due time

(i) The Employer may allow an Employee to take annual leave before the right to take it has accrued.

(ii) Where annual leave or part thereof has been granted before the right to take it has accrued and the Employee subsequently leaves before the right to take it has accrued, and the amount paid by the Employer to the Employee for the annual leave taken exceeds the amount the Employer is required to pay to the Employee on termination, the Employer shall not be liable to make any payment to the Employee for annual leave and shall be entitled to deduct the amount of excess from any remuneration payable to the Employee upon termination of employment.

(m) The Employees shall only be allowed to take a maximum of 5 single day annual leave absences in a 12 month period.

(n) Salary sacrifice for additional annual leave

(i) By agreement with the Employer, an Employee can sacrifice a component
of their weekly wage in order to accrue additional annual leave in excess of that referred to in clause 23.1(b) of this Agreement.

(ii) During the first two years of this Agreement the maximum amount of additional annual leave which an Employee can accrue is two weeks.

(iii) From the start of the third year of this Agreement the maximum amount of additional annual leave which an Employee can accrue will increase to four weeks.

(iv) Leave loading will not be paid on annual leave accrued pursuant to this clause.

(v) It is generally expected that annual leave accrued in accordance with clause shall be taken within 18 months of accrual.

(vi) The amount paid to an Employee when taking annual leave accrued pursuant to this clause shall be equal to the amount that the Employee has sacrificed in accordance with this clause.

(vii) The component to be sacrificed/accrued towards the additional annual leave will be in accordance with the table below:

<table>
<thead>
<tr>
<th>Additional annual leave being accrued for the year</th>
<th>Hours sacrificed/accrued each week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 week</td>
<td>0.692</td>
</tr>
<tr>
<td>2 weeks</td>
<td>1.384</td>
</tr>
<tr>
<td>3 weeks</td>
<td>2.077</td>
</tr>
<tr>
<td>4 weeks</td>
<td>2.769</td>
</tr>
</tbody>
</table>

23.2 Public holidays

(a) Subject to the terms below, Employees shall be entitled to public holidays in accordance with the NES.

(b) Employees (other than casual Employees) shall be entitled to be absent from work on the following public holidays without loss of pay:

(i) New Year’s Day
(ii) Australia Day
(iii) Good Friday
(iv) Easter Saturday
(v) Easter Monday
(vi) Queen’s Birthday
(vii) Labour Day
(viii) Anzac Day
(ix) AFL Grand Final Eve
(x) Christmas Day
(xi) Melbourne Cup Day (or alternate days in regional areas)
(xii) Boxing Day; and
(xiii) Any other day which is declared by, or under a law of Victoria to be observed generally within Victoria or a region of Victoria, as a public holiday.

(c) **Public Holidays falling on Weekends**

(i) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.

(ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

(iii) When Christmas Day and Boxing Day fall on Saturday and Sunday respectively, a holiday in lieu thereof shall be observed on 27 and 28 December.

(iv) When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

(d) Part-time Employees shall only be entitled to payment for those public holidays they are normally rostered to work.

(e) Casual Employees shall have no entitlement to payment for public holidays they do not work.

(f) The rate of pay for public holidays not worked will be the all-purpose rate of pay.

(g) The Employer and a majority of affected Employees may reach agreement, in writing, to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under this clause.

### 23.3 Personal/Carer’s Leave

**(a) Accrual:**

(i) Full Time Employees will accrue paid personal/carers leave as follows:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Upon employment</strong></td>
<td>5 days</td>
</tr>
<tr>
<td><strong>6 to 12 months employment</strong></td>
<td>5 days accrue progressively</td>
</tr>
<tr>
<td><strong>Second and subsequent years</strong></td>
<td>10 days accrue progressively</td>
</tr>
</tbody>
</table>

(ii) Part Time Employees shall accrue personal/carers leave on a *pro rata* basis.

(iii) An Employee’s entitlement to paid personal/carers leave accumulates from year to year.

(iv) Existing Employees with less than 6 months employment at the time this agreement comes into operation, shall be deemed to have accrued 5 days personal/carers leave less any personal/carers leave already taken by them.

**(b) Payment:**

(i) Personal/Carer’s leave shall be paid at the all-purpose rate of pay applicable under this Agreement at the time that an Employee takes such leave.

**(c) An Employee may take paid personal/carers leave if the leave is taken:**

(i) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

(ii) to provide care or support to a member of the Employee’s immediate family,
or a member of the Employee’s household, who requires care or support because of:

(A) a personal illness, or personal injury, affecting the member; or

(B) an unexpected emergency affecting the member.

(d) For the purposes of this clause ‘immediate family’ means:

(i) a spouse (which includes a former spouse), de facto partner (which includes a former de facto partner), child (including an adult child, adopted child or step child), parent, grandparent, grandchild or sibling of the Employee; or

(ii) a child, (including an adult child, adopted child or step child) parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

(e) Notice of Proof of Sickness

(i) An Employee must give his or her Employer notice of the taking of leave under this clause by the Employee.

(ii) The notice:

(A) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and

(B) must advise the Employer of the period, or expected period, of the leave.

(f) Proof of the need to take personal/carer’s leave is required where during:

(i) the first six months of employment an Employee has more than one day’s personal/carer’s leave; or

(ii) the second six months of employment an Employee has had more than two days’ personal/carer’s leave since commencing employment; or

(iii) the second and subsequent years of employment an Employee has had more than two days’ personal/carer’s leave during the previous 12 months.

(g) Where proof is required in accordance with the above the Employee must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the personal/carer’s leave was taken for a reason set out above in clause 23.3(b).

(h) The Employee shall not be entitled to payment for the period claimed unless the Employee complies with clause 23.3(g).

(i) Where an Employee is sick or injured on an RDO the Employee shall not be entitled to sick pay in addition to the normal weekly pay nor will the Employee’s sick leave entitlement be reduced as a result of the sickness or injury that day.

(j) An Employee suffering injury through an accident arising out of work in the course of the employment (not being an injury in respect of which the Employee is entitled to workers compensation) necessitating attendance during working hours of a doctor, chemist or trained nurse or attendance at hospital, shall not suffer any deduction from pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the Employer all expenses reasonably incurred in connection with such attendance.

23.4 Community Service Leave

(a) Community service leave is to be provided in accordance with the NES subject to paragraph (b).

(b) Payment for jury service
An Employee required to attend for jury service during ordinary working hours shall be reimbursed by the Employer an amount, equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service. This will apply for the duration of the jury service.

23.5 Compassionate Leave
(a) An Employee is entitled to 2 days of compassionate leave for each occasion when a member of the Employee’s immediate family, or a member of the Employee’s household:

(i) contracts or develops a personal illness that poses a serious threat to his or her life; or

(ii) sustains a personal injury that poses a serious threat to his or her life; or

(iii) dies.

(permisssible occasions).
(b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

(i) to spend time with the member of the Employee’s immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to above; or

(ii) after the death of the member of the Employee’s immediate family or household referred to above.
(c) An Employee may take compassionate leave for a particular permissible occasion as:

(i) a single continuous 2 day period; or

(ii) 2 separate periods of 1 day each; or

(iii) any separate periods to which the Employee and the Employer agree.
(d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
(e) If an Employee, other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee’s all-purpose rate for the Employee’s ordinary hours of work in the period.
(f) For casual Employees, compassionate leave is unpaid leave.
(g) The Employee shall give notice of such leave as soon as practicable, and if required, give appropriate proof of the reason for taking such leave.

23.6 Parental Leave
Parental Leave shall be provided in accordance with the NES.

23.7 Long Service Leave
(a) Long Service Leave shall be in accordance with and provided by Co-INVEST (or its successor).
(b) When an Employee has accrued an entitlement to long service leave, and after giving four (4) weeks’ notice to the Employer, the Employee will be entitled to take such leave, subject to agreement with the Employer. Agreement for leave will not be unreasonably withheld by the Employer.
Co-INVEST is the recognised portable long service leave fund for the Employees. The Employees shall be registered with Co-INVEST on commencement of employment. An Employee and/or the Employee’s representative who is appointed by the relevant Employee, shall have full access to all information supplied by the Employer to Co-INVEST about the Employee for compliance purposes and the Employer shall authorise Co-INVEST to release this information to the Employee, and/or the Employee’s representative in compliance with the FWA. For clarity, an Employee has freedom of choice in deciding whether to be represented by the Union.

23.8 Emergency Services Leave

(a) An Employee who engages in a voluntary emergency management activity is entitled to be absent without loss of pay from his or her employment for a total of 5 days per annum commencing at the start of each calendar year. For the avoidance of doubt, any days not utilised by the Employee by the end of the calendar year, do not carry over into the subsequent year.

(b) Voluntary emergency management activity has the meaning provided by the FWC.

24 Tools of Trade

24.1 Employees Tools

All Employees shall present themselves for work with the following tools and shall maintain them in a safe and serviceable condition. The parties may review this list during the life of this Agreement and vary it by agreement for all, or groups of Employees or for individual Employees.

(a) Insulated pliers
(b) Voltage tester/test lamps
(c) Insulated side cutters
(d) Full set of various types and sizes of screwdrivers
(e) Long nose pliers
(f) Claw hammer
(g) Five metre tape measure
(h) 150mm Spirit level
(i) Cable stripping tool
(j) Variable set square
(k) Key hole saw or plaster saw
(l) One 6 inch adjustable spanner
(m) One 8 inch adjustable spanner
(n) Multigrips or vice grips
(o) Chalk string line
(p) Small battery operated torch
(q) Mash hammer
(r) Cold chisel
(s) Wood chisel
(t) Hacksaw
(u) Tin snips
For Employees who are communications installers who receive a Communications Cabler Registration Allowance pursuant to this Agreement, they shall present themselves for work with the following tools if requested:

(a) 110 Termination Tool
(b) Comms Cable Stripper (Cat 5/6)
(c) Basic Comms Cable Tester - Continuity
(d) Coaxial Cable (RG6 and RG11) Termination Tool Kit
(e) Coaxial Cable Strippers
(f) Small Side Cutters

NOTE: All communications tools required for terminations by vendor specific products to be provided by the Employer.

The Employer may, in its sole discretion, agree to reimburse an apprentice for the cost of tools purchased by the apprentice in order for the apprentice to meet the requirements of this clause. Any reimbursement will be less any amount paid to the apprentice for reimbursement of these costs by a government.

The Employer is responsible under this clause for the provision of all other specialised tools and equipment or consumable equipment including the following:

(a) All Power tools
(b) Specialised crimping and termination tools
(c) Consumables: hacksaw blades, drill bits, knife blades
(d) Battery operated tools (other than as specified above)
(e) Files
(f) Specialised communications connection and test equipment.

24.2 Compensation for Loss of Employee Tools

The Employer will replace all Employee tools lost or stolen while stored at the Employer’s direction in a room, building, premises, job, workshop, Employer vehicle or in a lock, up to a value of $1,600. Where evidence is produced by the Employee that they have suffered a greater loss, the Employer shall pay the additional amount.

25 Allowances

25.1 Communications Cabler Registration Allowance

An Employee who is required by the Employer to hold and utilise a current communications cabling registration in the course of their employment will be paid an all purpose allowance as specified in Appendix A, but only in respect of the week for which the Employee is engaged in duties for which registration is required.

Provided that this clause 25.1 will not act to disadvantage any Employee who is already receiving a higher rate.

25.2 Electricians Allowance

(a) Electricians who are the holders of the ‘A’ Class Licence (formerly ‘UN’ or ‘A’ Grade
Licence or E-Class Licence) shall receive an ‘all purpose’ allowance in accordance with the relevant wage schedules.

(b) Employee electricians who are the holders of the ‘A’ Class Licence shall not receive this allowance if and while the following conditions are all met:

(i) The Employee has never been required during their employment with the Employer to perform duties that require the Employee to hold an ‘A’ Class Licence;

(ii) The Employee has never been paid the Electricians Allowance by the Employer during their period of employment with the Employer; and

(iii) The Employee was advised by the Employer at the time of employment that their position would not involve duties that require the Employee to hold an ‘A’ Class Licence.

25.3 Registration and Licensing Costs
Where the Employer requires an Employee to hold and utilise any form of occupational licensing/registration excluding those specified in this Agreement, the costs incurred by the Employee shall be paid by the Employer upon proof of expenditure. This includes, but is not limited to; EWP, MSIC, LV Rescue & CPP and shall include any required insurance.

25.4 Living Away From Home Allowance

(a) It is not compulsory for Employees to work at a Distant Project.

(b) Where an Employee is sent other than at his or her own election to work at a Distant Project, the Employer may elect to:

(i) Provide the Employee with an agreed reasonable board and lodging in a well kept establishment with three adequate meals each day; or

(ii) Pay the Employee an allowance as specified below per day that the Employee is required to work on a distant project, but such allowance shall not be wages. In the case of broken parts of the week occurring, the Allowance as specified in the table below per day. Provided that this allowance will be increased if the Employee satisfies the Employer that he reasonably incurred a greater outlay than that prescribed.

The breakdown of the LAFHA from 1/3/23 is:

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meals</td>
<td>$60.00 per day</td>
</tr>
<tr>
<td>Accommodation</td>
<td>$120.00 per day</td>
</tr>
<tr>
<td>Total Daily</td>
<td>$180.00</td>
</tr>
<tr>
<td>Total Weekly</td>
<td>$810.00</td>
</tr>
</tbody>
</table>

(c) Provided that where an Employee is requested to work at a distant project where reasonable board and lodging is not available or where the size of the workforce is in excess of the available accommodation, agreed alternative arrangements will be made.

(d) With the consent of the Employer and notwithstanding the above, the persons covered by this Agreement may enter into other arrangements by agreement which are superior than those contained in this Agreement prior to the commencement of the project. However, agreed pre-existing Employer arrangements where superior to those contained in this Agreement will still apply.

25.5 Fares, Travel and Tolls Allowances
(a) General conditions

(i) Commencing on job—an Employee required to work at a job away from their workshop or depot must, at the direction of the Employer, present themself for work at such job at the usual time of starting work.

(ii) Location of workshop or depot—upon the commencement of employment, the Employer must notify the Employee of the location of the Employee’s workshop or depot and such location will be recorded in the Employee’s service record. For existing Employees at the time of making this Agreement, the location of the Employee’s workshop or depot shall be their workshop or depot used for travel allowance purposes immediately prior to this Agreement coming into operation and such location will be recorded in the Employee’s service record. For the purposes of this clause, the workshop or depot shall be determined in accordance with this subclause. The workshop or depot may not be changed for an Employee once determined pursuant to this subclause, unless genuinely agreed without undue pressure by the Employer and relevant Employee. Employees will not be discriminated against by reason of the location of their workshop or depot.

(iii) A “workshop or depot” shall mean any office, workshop or depot of the Employer at which the Employer conducts business, including branch offices and site offices. For the purposes of the calculations required in this clause only, the Employer shall not have more than one workshop or depot within a 50-kilometre radius within a State/Territory boundary. For clarity, this clause does not limit the Employer from physically using, owning and operating as many workshops or depots as it wishes.

(iv) 50 km:

(A) For the purposes of this clause, the distance of 50 km from the workshop or depot will be determined by using a 50km radius from the workshop or depot.

(B) This radius will apply on all occasions except when geographical difficulties prevent direct road travel. In these circumstances the shortest direct road route will determine the 50km mark.

(b) Travel time allowance

(i) All Employees shall be paid travel time allowance per day (as per Appendix A) for each day on which they present themselves for work. The allowance is to be paid for rostered days off and in the case of Apprentices, the days on which they attend trade school, but not payable for either sick leave, annual leave or public holidays. As it is an allowance received during ordinary time, it should also be included in calculations for superannuation contributions.

(c) Start and/or finish on job

(i) When required by the Employer to start and/or cease work on the job site, Employees will be entitled to the following allowances as appropriate.

(ii) Fares: Where the job site is situated up to 50 kilometres from the workshop or depot, the amount set out in Appendix A to this Part shall be paid to the Employee per day.

(iii) Travelling Time - where the job site is situated more than 50 kilometres from the workshop or depot, in addition to the Fares as per clause 25.5(c)(ii), the Employee shall receive a payment for travelling time for each occasion the distance in excess of 50 kilometres is travelled either to start work on the job site or after ceasing work on the job site, with a minimum payment of a quarter of an hour of the Employee’s all purpose rate. The
rate will be:

(A) Ordinary time Monday to Friday;
(B) Time and one half on Saturday and Sunday;
(C) Double time on public holidays.

(iv) Incidentals: Furthermore, for travel in excess of the 50km, Employees using their own vehicle will be compensated for consideration of the ‘incidental expenses actually incurred’ at the rate set out in Appendix A to this Part. It is further agreed that when multiple Employees are travelling to a site together this incidental allowance will only be paid to the Employee who is actually driving the vehicle and actually incurring the expense.

(v) Free Transport Fares: The entitlement to Fares as per clause 25.5(c)(ii) shall not apply where the Employer offers to provide transport free of charge from the Employee’s home or other location agreed between the relevant Employee and Employer. In lieu of Fares as per clause 25.5(c)(ii) only, such an Employee shall receive the amount for Free Transport Fares provided in Appendix A to this Part per day.

(d) Motor allowance for use of private vehicle for business purposes

(i) Employees who in the service of the Employer use their own vehicles at the request of the Employer will be paid the amount specified in Appendix A per kilometre.

(e) Permanent Maintenance

(i) Where the Employer provides permanent maintenance cover at which the Employee is engaged solely to be part of the permanent maintenance crews or supplements the permanent maintenance crew (for the purposes of authorised absences only), the Employer must provide secure, off street car parking at the client’s premises. Where these conditions are met, the Employee shall be paid the amount set out in Appendix A to this Part in lieu of the payments set out above in this clause.

(f) Tolls Reimbursement

(i) Where an Employee incurs any toll or similar fee in the course of travelling at the Employer’s direction, during working hours, an amount equivalent to the sum incurred by the Employee will be reimbursed by the Employer immediately upon proof of such expenditure by the Employee. The Employer shall reimburse the costs incurred by the Employee in obtaining any itemised account.

(g) Travel and Fares Allowance Table to be used as a Guide

<table>
<thead>
<tr>
<th>Travel Time (clause 25.5(b))</th>
<th>Fares (clause 25.5(c)(ii))</th>
<th>Excess Travel Time (clause 25.5(c)(iii))</th>
<th>Incidentals (clause 25.5(c)(iv))</th>
<th>Free Transport Fares (clause 25.5(c)(v))</th>
<th>Permanent Maintenance (clause 25.5(e))</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start and or finish on the job using own vehicle</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes (if more than 50 km from the workshop or depot)</td>
<td>Yes (if more than 50 km from the workshop or depot)</td>
<td>No</td>
</tr>
<tr>
<td><strong>Start and or finish on the job - free transfer fares</strong></td>
<td>Yes</td>
<td>No</td>
<td>Yes (if more than 50 km from the workshop or depot)</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
<td>--------------------------------------------------</td>
<td>----</td>
<td>-----</td>
</tr>
<tr>
<td><strong>Start and finish at the depot or workshop</strong></td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Permanent Maintenance Crew</strong></td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>RDOs</strong></td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Apprentices at trade school</strong></td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Annual Leave</strong></td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Public Holidays</strong></td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Sick Leave</strong></td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Payment of accrued leave and/or notice in lieu upon on termination</strong></td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><strong>Superannuation</strong></td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### 25.6 First Aid Allowance

An Employee who has been appointed by the Employer and 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 weekly an allowance as detailed in Appendix A in respect of the period for which the Employee is so appointed. The Employer will always appoint the appropriate number of First Aid Officers as required by relevant legislation and Code of Practice.

### 25.7 Multi-Storey Commission Flat Refurbishing

Where Employees are engaged on the refurbishment of multi-storey commission flats, the Employees shall receive a minimum Site Allowance as set out in Appendix A to this Part. This allowance shall be adjusted by the CPI (All Groups, Melbourne) effective from 1 October each year according to the above CPI movement for the preceding period July to June in each year.

### 25.8 Leading hands allowance

An Employee specifically appointed to be a Leading hand, or performing such duties at the request of the Employer, must be paid the allowance specified in Appendix A, in
accordance with the number of Employees in their charge.

25.9 **Nominee allowance**

A licensed electrician who acts as a nominee for the Employer for the purposes of electrical contractor registration must be paid an all-purpose Allowance as set out in Appendix A.

25.10 **Tool allowance**

(a) A tool allowance as set in the relevant Wage Tables in Appendix A per week shall be paid for all purposes to:

(i) Electrical workers at Grade EW 5 and beyond;

(ii) Electrical workers performing the duties of:

(A) Television Antenna Installer/Erector;

(B) Television/Radio/Electronic Equipment Servicemen; and

(iii) Apprentices - Contained within the relevant Apprentice Wage Rates.

25.11 **Electrical distribution line maintenance and tree clearing allowance**

An all purpose allowance as set out in Appendix A shall be paid per week to Employees engaged on tree clearing and work associated with the maintenance of electrical distribution lines.

25.12 **Accident pay**

(a) **Accident pay for incapacity resulting from injury**

(i) In respect of incapacity which results from an injury the Employer shall pay an Employee accident pay where the Employee receives an injury for which weekly payments are payable by or on behalf of the Employer pursuant to the provisions of the relevant State Legislation relating to Workers’ Compensation as applicable from time to time.

(b) **Definition of accident pay**

(i) Accident pay shall mean a weekly payment of an amount being the difference between the weekly amount of compensation payable to an incapacitated Employee pursuant to the said Workers’ Compensation Legislation and an amount equal to the pre-injury average earnings (as defined in the legislation) of the Employee immediately prior to the incapacity.

(c) **Maximum period for accident pay**

Notwithstanding that accident pay shall not be paid during the first five working days of any one injury the Employer shall make any payment required to be made pursuant to the said legislation during the period. The maximum period or aggregate of periods of accident pay to be made by the Employer shall be a total of 52 weeks for any injury as defined in this clause.

(d) **Commencement of accident pay**

The liability of the Employer to pay accident pay in accordance with this clause shall arise as from a date five normal working days after the date of the injury in respect of which compensation is payable under the relevant State Workers’ Compensation Legislation and the termination of the Employee’s employment for any reason during the period of any incapacity shall in no way affect the liability of the Employer to pay accident pay as provided in this clause.

(e) **Accident pay as lump sum**

In the event that an Employee receives a lump sum in redemption of weekly payments under the said legislation, the liability of the Employer to pay accident
25.13 Meal allowance

(a) An Employee required to work overtime for two or more hours without being notified on the previous day or earlier that the Employee will be required to work shall either be supplied with a meal by the Employer or paid the amount set out in Appendix A for the first meal and for each subsequent meal, but such payment need not be made to Employees living in the same locality as their employment who can reasonably return home for meals.

(b) Unless the Employer advises an Employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the Employer shall provide such second and/or subsequent meals or make payment in lieu thereof as prescribed.

(c) If an Employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the Employee shall be paid for meals which the Employee has provided but which are surplus.

25.14 Rate for ordering materials

(a) An all purpose allowance as set out in Appendix A per week extra shall be paid when an Employee is left in charge of a job which is of a duration of one week or more, and is required to order materials for a job on which two Employees (including the person receiving the extra payment) are engaged.

(b) This amount shall only be paid when four or more days in a pay period are spent on such duties. For periods shorter than four days a minimum payment as set out in Appendix A per day shall be paid.

(c) Provided that the above additional amount is not payable to any Employee receiving any of the leading hand rates.

25.15 Rigging Duties Allowance

(a) If an Employee is a qualified basic, intermediate or advanced rigger, and is required to perform rigging duties, they shall be paid flat allowance, but only in respect of the week for which the Employee is engaged in such duties, of:

<table>
<thead>
<tr>
<th>Level</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>$10 per week</td>
</tr>
<tr>
<td>Intermediate</td>
<td>$20 per week</td>
</tr>
<tr>
<td>Advanced</td>
<td>$30 per week</td>
</tr>
</tbody>
</table>

26 Salary Sacrifice / Packaging

26.1 Employees may elect to sacrifice a proportion of their wages to the C+BUS superannuation fund and/or PROTECT Severance Fund. The Employer will comply with the Employee’s request within two weeks and make deductions from gross income. Details of any salary sacrifice arrangements shall be reflected on the Employee’s pay slip. These arrangements shall be altered only twice a year if requested. Administration costs will be borne by Employees.

26.2 In order to gain the benefit from making superannuation contributions from gross earnings salary sacrifice to superannuation may be agreed between the Employer and an Employee and must legally fulfil SGAA and Australian Taxation Office (ATO) requirements.

26.3 Any salary sacrifice arrangements entered into between the Employer and an Employee shall:
• not disadvantage the Employee or the Employer in any way;
• be effective only on the written authority of the Employee;
• immediately be stopped at the written request of the Employee;
• have a statement provided to the Employee detailing the salary sacrifice at the end of each financial year;
• not reduce or alter the Employer’s superannuation contribution calculation or obligation to pay superannuation under SGAA or SGCA;
• not reduce the Employee’s hourly all-purpose rate of pay for the purposes of Agreement entitlements (including accrued entitlements and the application of penalty rates); and
• Immediately be reviewed in the event of any change to any relevant Act(s) or ATO rulings.

26.4 Where an Employee elects to salary sacrifice, the Employee may receive less actual pay than their classification rate specified in this Agreement (i.e. the classification rate less the salary sacrifice amount).

27 Rehabilitation of Injured Workers

All persons covered by this Agreement shall ensure that any Employee who sustains a work related injury, illness or disease will be afforded every assistance in utilising a rehabilitation program aimed at returning that Employee to meaningful employment within the Industry.

28 Instrument Trade Classifications

28.1 The minimum classification for an instrumentation tradesperson and the appropriate allowance payable to a dual trade qualified instrumentation / electrical tradespeople shall be referred by the Union to the Disputes Board for arbitration. The Disputes Board’s determination shall be final and binding on the Parties (and there shall be no right of review by the FWC in respect of such a decision).

29 Income Protection Insurance

29.1 The Employer shall provide Income Protection Insurance through an ETU nominated policy and scheme. It is agreed that the Income Protection Insurance payment will be collected and administered by the “Protect” Severance Scheme at the same time as severance payments are made. The Income Protection Insurance payments will be paid for the Employees and will be paid for all periods of authorised absence and cannot be on a pro-rata basis.

29.2 It is agreed the Income Protection Insurance payments are paid on a monthly basis by the 14th day of each month. It is agreed that if the Employer has not made a valid or current insurance payment to “Protect”, the Employer shall be liable for any loss of earnings or benefits that would have otherwise been given to the Employee.

29.3 The Income Protection Insurance payments and cover is as follows:

<table>
<thead>
<tr>
<th>From date of operation of agreement</th>
<th>From 1 October 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tradesperson’s rate</td>
<td>$33.45 per week</td>
</tr>
<tr>
<td>For Cover</td>
<td>$1,600.00</td>
</tr>
<tr>
<td></td>
<td>$38.50 per week</td>
</tr>
<tr>
<td></td>
<td>$1,800.00</td>
</tr>
</tbody>
</table>
### 30 Consultation

#### 30.1 Introduction of Change

**(a) Employer's duty to notify**

(i) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Union and Employees who may be affected by the proposed changes and the Employee representatives.

(ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

**(b) Employer's duty to discuss change**

(i) The Employer shall discuss with the Employees affected and their representatives, the introduction of the changes referred to in clause 30.1(a)(a)(i), the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees and shall give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

(ii) The discussions with Employees affected and their representatives shall commence as early as practicable after the activities referred to in clause 30.1(a)(ii) hereof.

(iii) For the purposes of such discussion, the Employer shall provide in writing to the Employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

**(c) The Employer shall provide information in languages other than English for Employees of non-English speaking background.**

**(d) Employer's duty to be reasonable**

(i) The Employer shall take reasonable steps to mitigate the adverse effects of change upon Employees.

**(e) This clause shall not derogate from any other obligations the Employer has under this Agreement.**

**(f) At all stages during this consultation process, Employees are entitled to be represented by the representatives of their choice.**

---

<table>
<thead>
<tr>
<th>Apprentice rate</th>
<th>$22.95 per week</th>
<th>$22.95 per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Cover</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

* These rates are inclusive of GST and stamp duty.
30.2 Change to regular roster or ordinary hours of work

(a) If the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees the following sub-clauses must be complied with.

(b) The Employer must notify the relevant Employees of the proposed change.

(c) The relevant Employees may appoint representatives for the purposes of the procedures in this term.

(d) If:

(i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(ii) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

(e) As soon as practicable after proposing to introduce the change, the Employer must:

(i) discuss with the relevant Employees the introduction of the change; and

(ii) for the purposes of the discussion—provide to the relevant Employees:

(A) all relevant information about the change, including the nature of the change; and

(B) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

(C) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(iii) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(g) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

(h) The Employer shall provide information in languages other than English for Employees of non-English speaking background.

Employer’s duty to be reasonable

(i) The Employer shall take reasonable steps to mitigate the adverse effects of change upon Employees.

(j) This clause shall not derogate from any other obligations the Employer has under this Agreement.

(k) “relevant Employees” means the Employees who may be affected by the change.

31 Specific Arrangements: Geelong Refinery

31.1 Scope and Application

This clause applies to work at the Geelong Refinery, Refinery Road, Corio and Viva Gas Plant McManus Road Lara in Victoria (for clarity, this also includes the work performed at the site in respect of the operations conducted by Lyondell Basell Australia, or its successor).

This clause applies in conjunction with Part A of this Agreement. Where there is an inconsistency between the terms of this clause and any other clause in Part A, the terms
of this clause prevail, to the extent of the inconsistency.

When Employees are not working within the Geelong Refinery they revert to the terms of Part A.

31.2 Removed

31.3 Hours Of Work

(a) Ordinary Hours of work

Ordinary hours of work shall be 70 Hours per fortnight on Monday to Friday between 6.00am and 6.00pm. Within that spread of hours, start and finish times may be altered by agreement with the majority of Employees.

(b) Rostered Day Off (RDO)

(i) RDO’s will accrue at the rate of one day per fortnight and will be allowed to each Employee per calendar year.

(ii) Where, an Employee agrees with the Employer to work on their allocated RDO, the Employee and the Employer will agree on an alternative day to be taken off as an RDO. The originally programmed RDO will then be worked as an ordinary day and the Employee paid accordingly at ordinary time rates.

(A) The Employer will attempt to provide a minimum of 48 hours notice regarding the need to establish an alternative RDO date and thus require an Employee, by agreement, to work on the originally programmed RDO.

(B) During programmed shutdown activities Employees will, as required, work on RDOs. Where this occurs, the Employee will be paid at the appropriate penalty rates. Management and the Employee will agree on alternative day(s) to be taken off at a later date outside the shut down period.

(C) A maximum of three (3) RDOs may be accrued by an Employee. The accrued (3) RDO’s will be taken at a time agreed between the Employer and the Employee within one month after the accrual.

(c) Overtime

Employees shall be obliged to work reasonable amounts of overtime at the request of management, provided that no Employee will be required to work greater than a total of sixteen hours (inclusive of meal break) in any one twenty-four-hour period.

(d) Monday to Friday (Inclusive)

Ordinary working hours means 7.78 hours per day and time worked in excess of 7.78 hours in any day Monday to Friday or prior to or after the spread of ordinary hours shall be paid for at the rate of double time.

(e) Normal daily work schedule

The normal daily work schedule in relation to ordinary hours shall be:

<table>
<thead>
<tr>
<th>Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.00am</td>
<td>Commencement of work</td>
</tr>
<tr>
<td>10.00am</td>
<td>Rest Break</td>
</tr>
<tr>
<td>10.10am</td>
<td></td>
</tr>
<tr>
<td>12.30pm</td>
<td>Lunch break, unpaid</td>
</tr>
<tr>
<td>1.00pm</td>
<td></td>
</tr>
<tr>
<td>3.07pm</td>
<td>Completion of ordinary hours but paid to 3.17pm in recognition of previous procedures regarding afternoon crib break arrangement.</td>
</tr>
</tbody>
</table>

Exit at the Main Gate is agreed as the finishing time.
This work schedule may be varied subject to agreement between management and a majority of the Employees in the plant, section or sections concerned to meet operational requirements.

It is noted that if an Employee is required to work overtime for less than two hours after the completion of ordinary hours, they shall not take an afternoon break, as such, until the provisions of clause 31.3(i) are satisfied.

(f) **Saturdays/Sundays**

Overtime worked on a Saturday or Sunday shall be paid for at the rate of double ordinary time rates.

An Employee required to attend for work on a Saturday or Sunday shall be paid for a minimum of four (4) hours work at such rates.

(g) **Public Holidays**

Overtime worked on a Public Holiday shall be paid for at the rate of triple ordinary time rates.

An Employee required to attend for work on a Public Holiday shall be paid for a minimum of four hours work at such rates.

(h) **Rest Breaks: Saturdays, Sundays and Public Holidays**

Employees are allowed a morning Rest Break that shall be taken at the time designated. The total interruption of work on account of the tea break shall not exceed ten minutes.

(i) **Overtime Meal Break: Monday to Friday**

Employees required to work overtime (after their usual ceasing time for the day or shift) for one and one half hours or more shall be allowed to take an overtime meal break of twenty (20) minutes duration immediately, after the usual ceasing time paid at ordinary time rates. After each subsequent four hours of continuous work the Employee shall be allowed to take an overtime meal break of twenty (20) minutes duration, provided work continues after the taking of the overtime meal break, without loss of pay.

Where by agreement between the Employer and the Employee, an Employee continues to work past his/her usual finishing time in excess of two hours without taking his/her overtime meal break, the Employee shall be regarded as having worked twenty (20) minutes more than the time worked and shall be paid accordingly.

(j) **Overtime Meal Break: Saturday, Sunday and Public Holidays**

Where four hours of overtime is worked on a Saturday, Sunday or Public Holiday a twenty (20) minute overtime meal break shall be allowed. By agreement between the Employer and its Employees this meal break may be taken between 12 noon and 1 pm. Such break shall be taken at ordinary time rates of pay.

After each additional four hours continuous work, the Employee shall be allowed to take a paid overtime meal break of twenty (20) minutes without deduction of pay, provided work continues after the break.

(k) **Call Ins**

(i) The Employee shall be paid for at least four hours at overtime rates.

(ii) When called by phone, $9.00 for use of phone plus half of one hour at ordinary time rates of pay, both subject to attending work.

(iii) When called by taxi half of one hour at ordinary time rates of pay subject to attending work.

(iv) Should a call-in commence or continue eight hours before the Employee’s...
rostered shift commencement the rest period prescribed in clause 8.4(a) shall apply.

(v) If a call in is less than 3 hours and finishes prior to eight hours before the Employee’s rostered shift commencement the rest period prescribed in clause 8.4(a) shall not apply.

(vi) If a call in finishes 2 hours or less before the Employee’s rostered shift commencement the Employee will continue to work into their normal working hours.

(l) **Work Practices**

Where the Employer provides overtime, a minimum of one hour shall be provided which shall be worked. When on Employee and the Employer mutually agree, less than an hour overtime may be worked, which shall then be paid pro rata for overtime worked.

Overtime shall be offered on a fair and equitable basis with an agreed roster being observed at the Refinery.

(m) **Night Shift**

The additional loading/allowance/penalty for Night Shift shall be 100 per cent more than the normal ordinary time rate applying to the Employee’s classification level.

### 31.4 Leave

(a) **Public Holidays**

(i) The following days shall be allowed as holidays to be taken without the loss of pay:

- New Year’s Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Labour Day
- Birthday of the Sovereign
- AFL Grand Final Eve
- Christmas Day
- Boxing Day
- Melbourne Cup (Geelong Cup)

(ii) Provided that another day may be taken as a holiday by arrangement between the Parties in lieu of any of the days named in this sub-clause.

(iii) One additional paid day off will be granted to Employees, in lieu of the first Monday in December of each year and will be taken on a mutually agreed day.

(iv) Any Employee who is not required to work on a particular day for the sole reason that the day is a public holiday is entitled to be paid for that day in accordance with their normal ordinary wages.

(v) For the purpose of this sub-clause, where the Public Holiday listed in clause 35.4(a)(i) above falls on a Saturday or Sunday either the following normal working day or the day gazetted by the relevant State or Federal Government shall be taken.

(vi) When an Employee is required to work a substituted day as provided in clause 35.4(a)(ii) the penalty rates provision regarding public holidays shall not apply and an alternative substitute day shall be mutually agreed between the Employee and the Employer.
(b) **Annual Leave**

The annual leave provisions in Part A apply. However, instead of receiving the loading in clause 23.1(d) of Part A, Employees who take annual leave while working under this clause will be paid an annual leave loading of 22.5% calculated on the all purpose rate of pay applicable to that Employee at the time the Employee takes annual leave.

In cases where an Employee is required to be called back from annual leave due to unforeseen or emergency circumstances, that Employee shall be paid in accordance with the terms of this Agreement for that day or days and shall also receive an extra day or days annual leave, even if only part of a day is worked.

### 31.5 Inductions

Comprehensive induction procedures have been developed that all Employees are required to attend (and be paid for that attendance an amount equivalent to ordinary time rates of pay only for the time spent on induction) prior to commencement of work at the Refinery.

### 31.6 Protective Clothing

(a) **Overall**

(i) Each Employee will, after the expiration of two weeks from the date of commencement of employment at the Refinery, be supplied with overalls by the Employer. The overalls supplied will remain the property of the Employer and laundering will be provided. It is to be understood that Employees supplied with overalls by the Employer are required to wear same at work.

(ii) Weekly Employees may, between 1 March and 31 October each 2 years, elect to be provided with a site jacket (bluey).

(iii) Weekly Employees will be provided with two pairs of work shirt/pants after 2 weeks’ service, replaced on a fair wear and tear basis.

(b) **Pullover or Lightweight Jacket**

(i) Each weekly hired Employee will, after the expiration of two weeks from the date of commencement of employment at the Refinery be issued with a pullover or lightweight jacket provided that an Employee who terminates his/her employment within three months will be required to pay for the pullover at cost price.

(ii) After receiving one pullover or lightweight jacket each weekly Employee shall be entitled to an additional pullover or lightweight jacket on a fair wear and tear basis.

### 31.7 Inclement Weather

(a) **Inclement Weather Procedure**

In the event that inclement weather is forecasted, measures to minimise the effects will be discussed at either the Job Start or Job Safety Analysis meetings.

(b) **Wet Weather**

The following procedure will not affect the rights and responsibilities of Employee health and safety representatives as determined by the OHS Act. In the event of rain Employees shall follow the procedure outlines below.

Employee Advises Supervisor of Rain

Supervisor Discusses issue with the Employee Safety Representative

Issue Resolved Yes
No

Employee health and safety representative discusses with Project Manager

If all the above has been exhausted and the issue is still unresolved it shall be referred to the disputes procedure set out in clause 15 of Part A of this Agreement.

Note: Management will be readily available to discuss issues raised as they occur, as will Employee health and safety representatives in an effort to resolve those issues.

Whilst it is raining, Employees will be required to:

(i) Continue to undertake work, where it can be demonstrated to be safe to do so.

(ii) Continue to work under cover and/or relocate to alternative work under cover.

(iii) Obtain materials and services for Employees working undercover where there is only minimal exposure to inclement weather.

(iv) Off load and load materials and equipment other than for lengthy periods in heavy rain provided it is safe to do so, as agreed between the Employee involved and their supervisor.

(v) In addition to the above, perform emergency, safety and pollution work. In addition, will work on unexpected breakdowns, which can be corrected in a limited time duration (less than two (2) hours).

(vi) Where a concrete pour has been commenced prior to rain Employees may be required to complete such pour to a practical stage.

(c) Employees required to work in the rain will be paid at the rate of time and a half for the hours so worked. The Employer shall provide wet weather clothing as necessary. Such clothing will remain the property of the Employer and it is the Employee’s responsibility to take reasonable care of the clothing and return it or pay the cost of its replacement.

(d) If the Employee’s clothing becomes wet as a result of working in the rain they shall be provided a change of dry working clothing, if not available they will be allowed to go home to change without loss of pay. The issue of whether the Employee will be required to return to work after obtaining dry clothing shall be agreed between the Employee safety representative and Supervisor.

(e) Where an Employee is required to work in the rain whilst on overtime, an allowance of one hour and one half normal time will be paid for the hours worked. In all cases, triple time shall be the maximum payment.

(f) Hot Weather

In the event of a period of hot weather the following procedure as agreed between the Employees and their supervisor will be adopted to ensure the effects of Heat Exhaustion are avoided.

(i) No automatic cessation of work.

(ii) Provide shaded work areas where practical which may involve relocation to other work areas.

(iii) Ensure that chilled drinking water is available adjacent to the work area.

(iv) Change job, if after consultation between Employees and their immediate supervisor, it is agreed that the job at hand can wait until the temperature cools down.

(v) Heat breaks shall be taken as necessary.
(vi) If any Employee feels unwell due to heat, it is required that the Employee attends the Shell First Aid Centre for assessment before they go home. The Employee should advise their supervisor of their intention to attend the First Aid Centre.

(vii) Change of start and finish times to avoid the hot parts of the day.

If it is agreed that due to the effects of heat an Employee should not continue work he/she shall be permitted to leave the site with nil pay.

31.8 Classification Definitions

(a) RW 1

(i) Refinery Worker 1 is an Employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson;

(ii) Without limiting the scope of the work, an Employee may perform the following tasks to the level of the Employee's training;

   (A) Unskilled tasks as directed;
   (B) Cut to specified lengths – ducting, unistrut, conduit, and other cable and support systems;
   (C) Paint cable trays, ducts and conduits;
   (D) Directly assists a tradesperson installing cable/conduit, ducting and other cable enclosures or support systems;
   (E) Chase walls as marked by a tradesman.

(b) Definitions applying to this grade of worker prior to 5th October 1990:

- Trades Assistant
- Lines Assistant
- Cable Jointers Mate/Assistant
- Line Clearance Operator

(c) RW 2

(i) Refinery Worker 2 is an Employee who works under direction, may be required to perform the work of a Refinery Worker 1; and

(ii) Without limiting the scope of work the Employee may perform the work described below to the level of the Employee’s training;

   (A) Is engaged in store work; or
   (B) Is qualified and required to drive or operate the Employer’s vehicles, machinery, plant or equipment incidental to the Employee’s primary task or function; or
   (C) Inspects and tests fire alarm or security alarm equipment; or

(iii) Under the supervision of a tradesperson or electronics service person;

   (A) Installs radio, communications and related equipment including antenna; or
   (B) Installs fire alarm or security alarm equipment; or
   (C) Installs data and communications cabling:

(iv) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(d) RW 3

(i) Refinery Worker 3 is an Employee who;
(ii) Has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of the Employee’s training is an Employee who is accredited to perform:

(A) Scaffolding or rigging; or

(B) Is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or

(C) Has worked for not less than one year as a Refinery Worker 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:

1. Installs radio, communications and related equipment handling including antenna; or

2. Installs fire alarm or security alarm equipment; or

3. Installs, terminates and tests data and communication cabling; or

4. Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 electrical worker and works without assistance and supervision; or

(iii) provided that this person shall not undertake tasks requiring the skills of a tradesperson.

(iv) Included in this grade is the work of purchasing clerk/store person and electronic equipment installer level 2.

(v) Definitions applying to this grade of worker prior to 5 October 1990:

- Alarm/security tester grade 2
- Restricted B class licensed electrical worker
- Purchasing clerk/store person

(e) RW 4

(i) Refinery Worker 4 is employed to use the skills acquired through the training specified below and is an Employee who:

(A) Holds a trade certificate or tradesperson’s rights certificate, in an electrical trade: or

(B) Has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in communications/electronics; or

(C) Has successfully completed an appropriate instrumentation trade course; or

(D) Holds an appropriate electrical/refrigeration/air conditioning trade certificate; or

(E) Has successfully completed an appropriate trade course in linework or cable jointing or has otherwise reached an equivalent standard of skills and knowledge.

(ii) Included in this grade is the work of:

- Electrical Tradesperson level 1
- Electronic/Communications serviceperson level 1

(iii) Definitions applying to this grade of worker prior to 5th October 1990:

- Cable jointer
• Electrical mechanic

(f) RW 5

A Refinery worker 5 is a Refinery Worker 4 who in addition:

(i) Has successfully completed 33% of the qualification specified for Refinery Worker 6 or its equivalent; or

(A) Equivalent structured in-house training relevant to the Employer’s business or enterprise as agreed between the Parties; or

(B) Acquired equivalent standard of skills as defined in 35.8(f)(i) hereof as agreed between the Parties through other means including a minimum of one years experience as a Refiner Worker 4; or

(C) Is employed to use the skills acquired through the training or experience specified.

(ii) Has also completed EEHA training with the following modules of their replacement and has had at least 6 months experience working on the site.

(iii) • UEENEEM080A Report on the integrity of explosion-protected equipment in hazardous areas
    • UEENEEM020A Attend to breakdowns in hazardous areas – gas atmospheres
    • UEENEEM021A Attend to breakdowns in hazardous areas – dust atmospheres
    • UEENEEM022A Attend to breakdowns in hazardous areas – pressurisation
    • UEENEEM024A Install explosion-protected equipment and wiring systems – gas atmospheres
    • UEENEEM025A Install explosion-protected equipment and wiring systems – dust atmospheres
    • UEENEEM026A Install explosion-protected equipment and wiring systems -pressurisation
    • UEENEEM028A Maintain equipment in hazardous areas – gas atmospheres
    • UEENEEM029A Maintain equipment in hazardous areas – dust atmospheres
    • UEENEEM030A Maintain equipment in hazardous areas – pressurisation
    • UEENEEM039A Conduct testing of hazardous areas installations – gas atmospheres
    • UEENEEM040A Conduct testing of hazardous areas installations – dust atmospheres
    • UEENEEM041A Conduct testing of hazardous area installations – pressurisation
    • UEENEEM042A Conduct visual inspection of hazardous areas installations
    • UEENEEM044A Conduct detailed inspection of hazardous areas installations – gas atmospheres
    • UEENEEM045A Conduct detailed inspection of hazardous areas installations – dust atmospheres
    • UEENEEM046A Conduct detailed inspection of hazardous areas installations – pressurisation

(iv) Included in this grade is the work of:

(A) Electrical Tradesperson level 2

(B) Electronic/Communications Serviceperson level 2

(v) Definitions applying to this grade of worker prior to 5 October 1990:

• Electronic Serviceperson Grade 2
(g) RW 6

A Refinery Worker 6 is a Refinery Worker 5 who:

(i) Has successfully completed a Post Grade Certificate or 9 appropriate modules towards an Advanced Certificate or its equivalent or has acquired the same standard of skills through other means including a minimum of two years’ experience in the industry; or

(ii) Is employed to use the skills acquired through the training and experience specified; and

(iii) Has completed EEHA training with the following modules or their replacement and site experience specified for RW5 and have had at least 12 months experience on site.

(iv) • UEEENEM080A Report on the integrity of explosion-protected equipment in hazardous areas
• UEEENEM020A Attend to breakdowns in hazardous areas – gas atmospheres
• UEEENEM021A Attend to breakdowns in hazardous areas – dust atmospheres
• UEEENEM022A Attend to breakdowns in hazardous areas – pressurisation
• UEEENEM024A Install explosion-protected equipment and wiring systems – gas atmospheres
• UEEENEM025A Install explosion-protected equipment and wiring systems – dust atmospheres
• UEEENEM026A Install explosion-protected equipment and wiring systems -pressurisation
• UEEENEM028A Maintain equipment in hazardous areas – gas atmospheres
• UEEENEM029A Maintain equipment in hazardous areas – dust atmospheres
• UEEENEM030A Maintain equipment in hazardous areas – pressurisation
• UEEENEM039A Conduct testing of hazardous areas installations – gas atmospheres
• UEEENEM040A Conduct testing of hazardous areas installations – dust atmospheres
• UEEENEM041A Conduct testing of hazardous area installations – pressurisation
• UEEENEM042A Conduct visual inspection of hazardous areas installations
• UEEENEM044A Conduct detailed inspection of hazardous areas installations – gas atmospheres
• UEEENEM045A Conduct detailed inspection of hazardous areas installations – dust atmospheres
• UEEENEM046A Conduct detailed inspection of hazardous areas installations – pressurisation

(v) Included in this grade is the work of:

(A) Electrician Special class
(B) Instrument Tradesperson Special class

(vi) Definitions applying to this grade of worker prior to 5 October 1990:

• Electrician Special class
(h) **RW 7**
A Refinery Worker 7 is a Refinery Worker 6 who has successfully completed a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate IV Instrumentation or its equivalent. In addition, has had not less than two years’ experience as a Refiner Worker 6 and is employed to use the skills acquired through the training and/or experience specified.
In addition has completed the modules at 13.6.3 as well as all inspection modules.

(i) Included in this grade is the work of:

(A) Advanced Electrical Tradesperson level 1
(B) Advanced Electronic/Communications Serviceperson level 1
(C) Advanced Instrument Tradesperson

(j) **Dual Trade**
A Refinery Worker 8 is a Refinery Worker 5 who has successfully completed an appropriate Certificate IV Instrumentation UEE40411 and Instrumentation & Control UEE42211 or the formal equivalent and is employed to use the skills will be paid the rates set out in appendix A

(i) Included in this grade is the work of Dual Trade Licensed Electrical & Instrumentation Technician.

(k) **RW 9**
A Refinery Worker 9 is a Refinery Worker 6 who performs the role of site supervisor who has successfully completed an appropriate Diploma of Project Management, or has developed the skills required through a combination of training and experience and is employed to use the skills will be paid the rate set out in Appendix A – Wages.

### 31.9 Wages
Employees will be paid the all-purpose weekly rate of pay specified in Appendix A for the relevant classification.
APPENDIX A - WAGE RATES AND ALLOWANCES

1 Method for determining wage rates

1.1 Inclusions
The Gross All Purpose Wage Rates in this Appendix for each classification incorporate the following components:

(a) Minimum weekly rate of pay
(b) Industry allowance
   (i) An all purpose allowance of (*) per week shall be paid as compensation for the following disabilities associated with on-site work:
      (A) Climatic conditions when working in the open on all types of work
      (B) The physical disadvantage of having to climb stairs or ladders
      (C) The disability of dust and fumes blowing in the wind, brick dust and drippings from newly poured concrete
      (D) Sloppy and muddy conditions associated with the initial stages of on-site construction work.
      (E) The disability of working on all types of scaffolding, excluding swing scaffolding.
      (F) The lack of usual permanent amenities associated with factory work.
(c) Tool allowance (where applicable, being for EW 5 and above)
(d) A-Class licence allowance (where applicable, being for EW 5 and above)

1.2 Example

<table>
<thead>
<tr>
<th>Grade EW</th>
<th>Minimum Weekly Payment</th>
<th>Industry Allowance</th>
<th>Tool Allowance</th>
<th>Gross All-Purpose Wage Supervised Licence per week</th>
<th>&quot;A&quot; Class Licence Allowance per hour</th>
<th>Gross All-Purpose Wage &quot;A&quot; Class Licence per week</th>
<th>Gross All-Purpose Wage &quot;A&quot; Class Licence per hour</th>
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1.3 Increases
The wage rate and allowance increases in this Appendix A are payable from the first pay period on or after the date specified.

2 Wage Rates

2.1 Special arrangements: Geelong Refinery (Part A Clause 31)

(a) General Rates – Geelong Refinery

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<thead>
<tr>
<th>VIVA</th>
<th>1 October 2022</th>
<th>1 October 2023</th>
<th>1 October 2024</th>
<th>Total Rise on Rate</th>
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<td>RW2 Casual</td>
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<td>RW3</td>
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<td>RW3 Casual</td>
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<td>RW4 B Grade</td>
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<td>RW5 B Grade</td>
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<td>RW4 A Grade</td>
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<td>RW8</td>
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</tbody>
</table>

RW1 RW1 Casual

VIVA 1 October 2022 1 October 2023 1 October 2024 Total Rise on Rate
Rate | A Grade | B Grade % Rise | A Grade | B Grade % Rise | A Grade | B Grade % Rise |
--- | --- | --- | --- | --- | --- | --- |
RW1 | 52.05 | 4.50% | 53.62 | 3.00% | 55.23 | 3.00% | 14.5% |
RW1 Casual | | | | | | |
RW2 | 55.92 | 4.50% | 57.60 | 3.00% | 59.33 | 3.00% | 14.5% |
RW2 Casual | | | | | | |
RW3 | 56.48 | 4.50% | 58.17 | 3.00% | 59.92 | 3.00% | 14.5% |
RW3 Casual | | | | | | |
RW4 B Grade | 58.95 | 4.50% | 60.72 | 3.00% | 62.54 | 3.00% | 14.5% |
RW4 Casual | | | | | | |
RW5 B Grade | 60.61 | 4.50% | 62.43 | 3.00% | 64.30 | 3.00% | 14.5% |
RW5 Casual | | | | | | |
RW4 A Grade | | | | | | |
RW4 Casual | | | | | | |
RW5 A Grade | 62.72 | 4.50% | 64.60 | 3.00% | 66.54 | 3.00% | 14.5% |
RW5 Casual | | | | | | |
RW6 | 63.93 | 4.50% | 65.84 | 3.00% | 67.82 | 3.00% | 14.5% |
RW6 Casual | | | | | | |
RW7 | 66.76 | 4.50% | 68.76 | 3.00% | 70.83 | 3.00% | 14.5% |
RW7 Casual | | | | | | |
RW8 | 67.94 | 4.50% | 69.98 | 3.00% | 72.08 | 3.00% | 14.5% |
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<thead>
<tr>
<th>RW8 Casual</th>
<th>RW9</th>
<th>RW9 Casual</th>
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### Apprentice Rates – Geelong Refinery

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<th>3rd Year</th>
<th>4th Year</th>
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<td>Total Rate</td>
<td>$881.34</td>
<td>$24.48</td>
<td>$1,335.56</td>
<td>$37.10</td>
</tr>
<tr>
<td>1/10/2023</td>
<td></td>
<td></td>
<td>$1,070.10</td>
<td>$29.73</td>
</tr>
<tr>
<td>TAFE Institute</td>
<td>$305.53</td>
<td>$305.53</td>
<td>$305.53</td>
<td>$305.53</td>
</tr>
<tr>
<td>Achievement Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Rate</td>
<td>$907.78</td>
<td>$25.22</td>
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<td>1/10/2024</td>
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<td></td>
<td>$1,102.20</td>
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<tr>
<td>TAFE Institute</td>
<td>$314.70</td>
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<tr>
<td>Achievement Allowance</td>
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<tr>
<td>Total Rate</td>
<td>$935.01</td>
<td>$25.97</td>
<td>$1,416.90</td>
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</tr>
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### 3.1 All Purpose Allowances

<table>
<thead>
<tr>
<th>Clause:</th>
<th>1 Oct 2022</th>
<th>1 Oct 2023</th>
<th>1 Oct 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>25.8  Leading hands per week in charge of</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-10 employees</td>
<td>$46.92</td>
<td>$48.33</td>
<td>$49.77</td>
</tr>
<tr>
<td>11-20 employees</td>
<td>$65.07</td>
<td>$67.02</td>
<td>$69.03</td>
</tr>
<tr>
<td>More than 20 employees</td>
<td>$89.04</td>
<td>$91.71</td>
<td>$94.46</td>
</tr>
<tr>
<td>25.9  Nominee allowance per week</td>
<td>$79.88</td>
<td>$82.28</td>
<td>$84.75</td>
</tr>
<tr>
<td>25.1  Communications cabler</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Open</td>
<td>$36.74</td>
<td>$37.85</td>
<td>$38.98</td>
</tr>
<tr>
<td>Restricted</td>
<td>$27.52</td>
<td>$28.34</td>
<td>$29.19</td>
</tr>
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</table>
### 3.2 Special (Flat Rate) Allowances

<table>
<thead>
<tr>
<th>Clause:</th>
<th>1 October 2022</th>
<th>1 October 2023</th>
<th>1 October 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>25.11</td>
<td>Electrical distribution line maintenance and tree clearing allowance</td>
<td>$74.22</td>
<td>$76.44</td>
</tr>
<tr>
<td>25.14(a)</td>
<td>Rate for ordering material per week</td>
<td>$18.06</td>
<td>$19.75</td>
</tr>
<tr>
<td>25.14(b)</td>
<td>Rate for ordering material per day</td>
<td>$4.07</td>
<td>$4.19</td>
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<tr>
<td>25.13</td>
<td>Meal allowance</td>
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<td>$18.47</td>
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<tr>
<td>25.7</td>
<td>Multi-storey commission refurbishment</td>
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<td>$4.41</td>
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<tr>
<td>25.5</td>
<td>Travel &amp; Fares Allowance (Total)</td>
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<td>Travel:</td>
<td>$10.72</td>
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<tr>
<td></td>
<td>Fares:</td>
<td>$32.14</td>
<td>$33.11</td>
</tr>
<tr>
<td>25.6</td>
<td>First aid allowance per week</td>
<td>$33.11</td>
<td>$34.10</td>
</tr>
<tr>
<td></td>
<td>Level 2</td>
<td>$30.28</td>
<td>$31.19</td>
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<tr>
<td></td>
<td>Level 3</td>
<td>$40.45</td>
<td>$41.66</td>
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<tr>
<td>7.6</td>
<td>Availability for duty per week</td>
<td>$167.03</td>
<td>$172.04</td>
</tr>
<tr>
<td>25.5(d)</td>
<td>Motor vehicle allowance per km</td>
<td>$1.37</td>
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<tr>
<td>25.5(c)(iv)</td>
<td>In excess of 50km per km</td>
<td>$1.02</td>
<td>$1.05</td>
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### 3.3 Construction Wiring

<table>
<thead>
<tr>
<th>Construction Wiring Skills Allowance (Clause 4)</th>
<th>1 October 2022</th>
<th>1 October 2023</th>
<th>1 October 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>$26.14</td>
<td>$26.93</td>
<td>$27.73</td>
<td></td>
</tr>
</tbody>
</table>
SIGNATURES:

For and on behalf of the Employees, by an authorised officer of the CEPU:

Signed

Witnessed

Troy Gray
VICTORIAN
BRANCH SECRETARY, ETU
Level 1, 200 Arden Street
North Melbourne, Victoria

Dated: 15 August 2023

For and on Behalf of Citywide Utilities Pty Ltd T/A Gordon McKay (ACN: 642 172 754 | ABN: 25 642 172 754) by its authorised officer:

Signed

Witnessed

Pat Goldie

Name: Mario Bavaro
Title: Director
Address: 294 Arden Street
North Melbourne 3051
Dated: 10/08/2023
SCHEDULE 1 - CLASSIFICATIONS

(As per the Electrical, Electronic and Communications Contracting Award 2020)

1. Classification/reclassification

1.1. In order to assist in the classification or reclassification of Employees, the following will apply:

(a) where the Employee has the relevant qualification recognised as a minimum training requirement for the level at which the Employee seeks to be classified; and

(b) the Employee is exercising or will be required to exercise the skills and knowledge gained from the qualification necessary for that level of work;

(c) the Employee must be classified appropriately.

2. Classification definitions

2.1. Electrical worker grade 1

An Electrical worker grade 1 is a labourer not otherwise provided for in this Schedule 1, who is doing labouring work and employed as such.

2.2. Electrical worker grade 2

2.2.1. An Electrical worker grade 2 is an Employee who is engaged in assisting a tradesperson, provided that such assistance must not include the work of a tradesperson.

2.2.2. Without limiting the scope of the work, an Employee may perform the following tasks to the level of the Employee’s training:

(a) unskilled tasks as directed;

(b) cut to specified lengths—ducting, unistrut, conduit and other cable and support systems;

(c) paint cable trays, ducts and conduits;

(d) chase walls as marked by a tradesperson;

(e) is an Employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

(f) Definitions applying to this grade of worker prior to 5 October 1990:

(g) Trades assistant;

(h) Lines assistant;

(i) Cable jointers mate/assistant; and

(j) Line clearance operator.
2.1. Electrical worker grade 3

2.1.1. An Electrical worker grade 3 is an Employee who works under direction and may be required to perform the work of an Electrical worker grade 2; and

2.1.2. Without limiting the scope of the work, the Employee may perform the work described below to the level of the Employee’s training:

(i) is engaged in storework; or

(ii) is qualified and required to drive or operate the Employer’s vehicles, machinery, plant or equipment incidental to the Employee’s primary task or functions; or

(iii) inspects and tests fire alarm or security alarm equipment; or

(iv) installs security alarm or audio visual (AV) equipment; or

(v) under the supervision of a tradesperson or electronics serviceperson:

- installs radio, communications and related equipment including antenna; or
- installs fire alarm equipment; or
- installs data and communication cabling.

2.1.3. Provided that this person must not undertake tasks requiring the skills of a tradesperson.

2.2. Electrical worker grade 4

2.2.1. An Electrical worker grade 4 is an Employee who:

(i) has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of the Employee’s training is an Employee who is accredited to perform:

- scaffolding or rigging; or
- is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or

(ii) has worked for not less than one year as an Electrical worker grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:

- installs radio, communications and related equipment including antenna; or
- installs fire alarm, security alarm or audio visual (AV) equipment; or
- installs, terminates and tests data and communication cabling; or
- inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of an Electrical worker grade 3 and works without assistance and supervision; or
- holds a restricted electrical registration (SA only).

2.2.2. Provided that this person must not undertake tasks requiring the skills of a tradesperson.
2.2.1. Included in this grade is the work of Purchasing clerk/storeperson and Electronic equipment installer level 2.

2.2.2. Definitions applying to this grade of worker prior to 5 October 1990.

(a) Alarm/security tester grade 2

(b) Restricted B class licensed electrical worker

(c) Purchasing clerk/storeperson.

2.3. Electrical worker grade 5

2.3.1. An Electrical worker grade 5 is employed to use the skills acquired through the training specified below and is an Employee who:

(i) holds a trade certificate or tradesperson’s rights certificate, in an electrical trade; or

(ii) holds an AQF Certificate Level 3 in Electrotechnology in one of the following:

- systems electrician; or
- assembly and servicing; or

(iii) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in communications/electronics; or

(iv) holds an AQF Certificate Level 3 in Electrotechnology in one of the following:

- building services;
- communications;
- computer systems;
- data communications;
- entertainment and servicing;
- scanning; or

(v) has successfully completed an appropriate instrumentation trade course; or an AQF Certificate Level 3 in Electrotechnology Instrumentation; or

(vi) holds an appropriate electrical/refrigeration/air-conditioning trade certificate; or an AQF Certificate Level 3 in Electrotechnology Refrigeration and Air-conditioning; or

(vii) has successfully completed an appropriate trade course in linework or cable jointing, or an AQF Certificate Level 3 in Transmission Powerline or ESI Distribution Powerline; or has otherwise reached an equivalent standard of skills and knowledge.

2.3.2. Included in this grade is the work of:

(a) Electrical tradesperson level 1;

(b) Electronic/communications serviceperson level 1;
2.3.3. Definitions applying to this grade of worker prior to 5 October 1990:

(a) Cable jointer;
(b) Electrical mechanic;
(c) Electrical fitter;
(d) Linesman tradesperson;
(e) Alarm security tester grade 3;
(f) Alarm security technician grade 1;
(g) Electronic serviceperson grade 1;
(h) Television/radio/electronic serviceperson grade 1;
(i) Appliance serviceperson; and
(j) Refrigeration mechanic or serviceperson class 1.

2.4. Electrical worker grade 6

2.4.1. An Electrical worker grade 6 is an Electrical worker grade 5 who in addition has:

(i) successfully completed three appropriate training modules or 33% of the qualification specified for grade 7 or its equivalent; or
(ii) equivalent structured in-house training relevant to the Employer’s business or enterprise as agreed between the parties to the Agreement; or
(iii) acquired an equivalent standard of skills as defined in 2.6(a)(i) through other means including a minimum of one year’s experience as an Electrical worker grade 5; and
(iv) is employed to use the skills acquired through the training or experience specified.

2.4.2. Included in this grade is the work of:

(a) Electrical tradesperson level 2;
(b) Electronic/communications serviceperson level 2;
(c) Instrument tradesperson level 2;
(d) Refrigeration/air-conditioning tradesperson level 2;
(e) Linesperson/cable jointer level 2; and
(f) Electrical tradesperson powerline level 2 (SA only).
2.4.1. Definitions applying to this grade of worker prior to 5 October 1990:

(a) Alarm/security technician grade 2;
(b) Electronic serviceperson grade 2;
(c) Television/radio/electronic serviceperson grade 2;
(d) Instrument tradesperson; and
(e) Refrigeration mechanic or serviceperson class 2.

2.5. Electrical worker grade 7

2.5.1. An Electrical worker grade 7 is an Electrical worker grade 5 who:

(i) has successfully completed a Post Trade Certificate or nine appropriate modules towards an Advanced Certificate or AQF Diploma in Electrotechnology; or their equivalent; or
(ii) has successfully completed an AQF Certificate Level IV in Electrotechnology, or
(iii) has acquired the same standard of skills through other means including a minimum of two years' experience in the industry; and
(iv) is employed to use the skills acquired through the training and/or experience specified.

2.5.2. Included in this grade is the work of:

(a) Electrician special class;
(b) Electronic/communications serviceperson special class;
(c) Instrument tradesperson special class refrigeration/air-conditioning tradesperson special class;
(d) Linesperson/cable jointer special class; and
(e) Electrical tradesperson powerline special class (SA only).

(f) Definitions applying to this grade of worker prior to 5 October 1990:

(f) Electrician special class;
(g) Alarm/security technician grade 3;
(h) Electronic serviceperson grade 3;
(i) Television/radio/electronic serviceperson grade 3; and
(j) Refrigeration mechanic or serviceperson class 3.

2.6. Electrical worker grade 8

2.6.1. An Electrical worker grade 8 is an Electrical worker grade 5 who has successfully completed:

(i) a Post Trade Certificate or nine appropriate modules towards an Advanced Certificate or an AQF Diploma in Electrotechnology or their equivalent; or
an AQF Certificate Level IV in Electrotechnology; and
(ii) in addition, has had not less than two years’ experience as an Electrical worker grade 7 and is employed to use the skills acquired through the training and/or experience specified.

2.6.1. Included in this grade is the work of:

(a) Advanced electrical tradesperson level 1;
(b) Advanced electronic/communications serviceperson level 1;
(c) Advanced instrument tradesperson level 1; and
(d) Advanced electrical tradesperson powerline level 1 (SA only).

2.6.2. Definitions applying to this grade of worker prior to 5 October 1990:

(a) Electronic tradesperson grade 1.

2.7. Electrical worker grade 9

2.7.1. An Electrical worker grade 9 is an Electrical worker grade 5 who has successfully completed:

(i) an appropriate Advanced Certificate; or
(ii) an AQF Diploma in Electrotechnology; or
(iii) their formal equivalent; and
(iv) is employed to use the skills acquired through the training and/or experience specified.

2.7.2. Included in this grade is the work of:

(a) Advanced electrical tradesperson level 2;
(b) Advanced electronic/communications serviceperson level 2;
(c) Advanced instrument tradesperson level 2;
(d) Advanced refrigeration/air-conditioning tradesperson level 2; and
(e) Advanced electrical tradesperson powerline level 2 (SA only).

(g) Definitions applying to this grade of worker prior to 5 October 1990:

(f) Electronic tradesperson grade 2;
(g) Alarm/security technician grade 4;
(h) Electronic serviceperson grade 4; and
(i) Television/radio/electronic serviceperson grade 4.

2.8. Electrical worker grade 10

2.8.1. An Electrical worker grade 10 is an Electrical worker grade 5 who has successfully completed:

(i) an appropriate Associate Diploma; or
(i) an AQF Advanced Diploma, or:
(ii) their formal equivalent; and
(iii) is employed to use the skills acquired through the training and/or experience specified.

2.8.1. Included in this grade is the work of:

(a) Advanced electrical tradesperson level 3;
(b) Advanced electronic serviceperson level 3;
(c) Advanced instrument tradesperson level 3;
(d) Advanced refrigeration/air conditioning tradesperson level 3; and
(e) Advanced electrical tradesperson powerline level 3 (SA only).

2.8.2. Definitions applying to this grade of worker prior to 5 October 1990:

(a) Electronic serviceperson grade 3.

3. Australian Qualifications Framework (AQF) qualifications

3.1. Where this Agreement refers to AQF qualifications in:

3.1.1. Electrotechnology; or

3.1.2. Electricity Supply Industry Transmission and Distribution;

The National Electrotechnology Training Packages or the Training Packages for the Electricity Supply Industry—Transmission and Distribution and the preferred training models to achieve those qualifications will be those determined from time to time by the National Utilities and Electrotechnology Industry Training Advisory Body and endorsed by the National Training Framework Committee.

3.2. The Australian Qualifications Framework (AQF) provides a comprehensive, nationally consistent yet flexible framework for all qualifications in Australia. A qualification is defined as “formal certification, issued by a relevant approved body, in recognition that a person has achieved learning outcomes or competencies relevant to identified individual, professional, industry or community needs”.
1 Preamble

All parties in the industry are committed to the provision of safe and healthy workplaces. The attainment of this objective can be undermined by the hazardous use of alcohol and other drugs by some individuals on occasions. There are many factors which determine alcohol and other drug usage patterns. Some relate to personal and social matters. Others may relate to work culture and conditions. Research has highlighted that industry has a high level of alcohol use. This may affect Occupational Health and Safety. This policy aims to facilitate the implementation of practical ways in which workers themselves can address the alcohol and other drug issues which affect them, their families and co-workers. It provides guidelines which may be adapted to meet the specific conditions of different workplaces.

2 Principles

- Safety is paramount
- Prevention of Safety and Health problems is the primary goal of alcohol and drug policy formulation.
- Policy implementation and program management is best founded on consultation and collaboration between Employees and management.
- Employees with alcohol and / or other drug problems will be provided with appropriate assistance, support and access to intervention programs without jeopardising their employment.

3 Objectives

- To establish a program run by and for workers, which enables alcohol and other drug issues to be addressed at the workplace.
- To expand awareness of alcohol and other drug use as an Occupational Health and Safety issue.
- To enable industry factors likely to influence alcohol and other drug use (eg. extended working hours, peer group pressure) to be recognised and addressed.
- To provide a basis for health promotion in the industry.
- To enable a consistent approach to alcohol and other drug issues across the industry in Victoria.
- To set out collaborative procedures for dealing with alcohol and drug issues on building and other sites.
• To provide a structure to assist workers to get any help they need for alcohol and/or other drug problems, confidentially and without jeopardising their employment.

• To enable the development of a network of people, resources and programs managed by and sensitive to the needs of workers with alcohol and drug problems.

4 Goals

• To have this alcohol and other drugs policy adopted for implementation in workplaces by meetings of Employees.

• To increase knowledge amongst workers about health and safety risks associated with alcohol and other drug use.

• To maintain optimum safety on site and to reduce the harmful impact of alcohol and other drug use.

• To provide education about the safe use of alcohol and other drugs.

• To train and resource health and safety representatives and other relevant personnel (where appropriate) to assist co-workers who are affected by alcohol and/or other drugs.

5 Policy

5.1 Implementation and Management

(a) Properly constituted Occupational Health and Safety (OH&S) Committees or, where there is no OH&S Committee, Site Safety Supervisors / Safety Officers in conjunction with worker representatives, are the appropriate bodies to implement and administer alcohol and drug policy / programs.

(b) For the objectives of this policy to be achieved, the full cooperation of the Employer and Employees is required.

6 Application of Policy

The policy is to apply to all Employees and staff without distinction.

7 Persons Affected by Alcohol and/or Other Drugs

7.1 A person who is under the influence of alcohol and/or any other drug will not be allowed to work on site whilst he/she is incapable of performing safe work practices.

7.2 Any person who believes another person is a risk to his/her own or another’s safety should advise an Occupational Health and Safety representative in confidence. The OH&S representative shall take appropriate action, based on his/her assessment of the situation.

7.3 If the matter remains unresolved, the OH&S Committee and management in consultation with the person concerned and the person’s representative will decide whether that person is capable of performing safe work practices.

7.4 Disciplinary action may be taken by management following consultation with the OH&S Committee and the person’s representative.
7.5 If disciplinary action is to be taken, one verbal warning, one written warning shall apply.

7.6 The OH&S Committee will, as a matter of course, follow up to ensure that the person is aware of the policy and resources available to people with alcohol and/or other drug problems, or other problems which may underlie them.

7.7 (Where “OH&S Committee” is referred to hereafter, read “body nominated to implement policy on site”).

8 Rehabilitation / Counselling

8.1 If a person is undertaking rehabilitation or counselling, he/she is entitled to sick leave, negotiated leave without pay and other benefits provided for by the Agreement.

8.2 An affected person will not be disadvantaged as a result of undertaking rehabilitation or counselling.

8.3 The Employer will liaise with the person’s representative to enable appropriate assistance and support to be made available to him/her during and on completion of rehabilitation (with his/her permission).

8.4 Confidentiality is to be maintained in all matters relating to the rehabilitation and counselling, employment arrangements etc. of individuals.

9 Employees At-Risk Through Medication Use

9.1 Employees who are taking medication which might affect their ability to undertake any kind of work safely, should advise an OH&S representative or the First Aid Officer, who will act immediately to eliminate the risks.

9.2 No Employee will be disadvantaged by his/her actions in this matter.

10 Education and Prevention

10.1 The policy will be discussed and put forward for adoption on site at a meeting of all workers.

10.2 It is the on-going responsibility of Unions and the Employer to ensure that all Employees continue to be aware of the policy and program. The OH&S Committee will assist in this process.

10.3 All relevant information shall be available on site and displayed as appropriate.

10.4 From time to time the OH&S Committee, in consultation with management, may initiate relevant health and safety promotional activities in relation to alcohol and other drug use issues.

11 Provision of Alcohol at Social Events

Where social functions are held they will be located in a hazard-free area where responsible serving of alcoholic beverages will apply. This includes provision of non-alcoholic and low-alcoholic beverages.
12 Role of Occupational Health and Safety Committee on Site

12.1 To encourage knowledge of policy and program by all workers on site.

12.2 To ensure information about the policy and program is displayed.

12.3 To ensure information relevant to alcohol and other drugs is circulated amongst workers.

12.4 To initiate and coordinate relevant health promotional activities to relation to alcohol and other drugs, in consultation with management.

12.5 To provide information and referral options to workers as requested.

12.6 To be available for informal discussion with and follow-up of site Employees when appropriate.

12.7 To undertake intervention and follow-up of affected persons.

12.8 To be available for discussion in regard to disciplinary action taken as a result of a person being under the influence of alcohol and/or any other drugs on site.

12.9 To follow-up persons undertaking rehabilitation to ensure that appropriate resources and supports are made available when requested.

12.10 To encourage a peer support network on site.