

Insight Electrical Co. Pty Ltd
ENTERPRISE AGREEMENT 2024–2028

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1. TITLE OF AGREEMENT

This Agreement shall be known as the **Insight Electrical Co. Pty Ltd Enterprise Agreement 2024-2028**.

2. DEFINITIONS

For this Agreement:

- **Agreement** means the Insight Electrical Co. Pty Ltd Enterprise Agreement 2024-2028.
- **Company** and **Employer** means **Insight Electrical Co. Pty Ltd (ABN 60 654 914 217)**.
- **Employee** means any persons employed by the Company, performing work within Australia and who performs work in accordance with the classifications as specified in Schedule A of this Agreement.
- **FWC** means the Fair Work Commission.
- **FW Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- **NES** means the National Employment Standards prescribed by the *Fair Work Act 2009* (Cth), which represent the minimum standards applying to the employment of each Employee.
- **Parties** to this Agreement means the Company and all its Employees engaged in any of the classifications specified in Schedule A of this Agreement.
- The Company **Workshop** is located at **Unit 22, 1470 Ferntree Gully Road, Knoxfield, VIC 3180**. Subject to 14 days' notice, an Employer may notify and record a changed workshop if there are genuine operational requirements to do so but not for the purpose of avoiding obligations under this Agreement.

3. APPLICATION OF AGREEMENT

This Agreement shall apply to the Company in respect of all its Employees covered by the classifications specified in Schedule A of this Agreement.

This Agreement shall apply to all such Employees of the Company, both current and future, when they perform work for the Company in any State or Territory, Australia wide.

3.1 Site Specific Payments

The Parties acknowledge that from time to time, clients and head contractors who engage the Company will have site, project, or other agreements, including site rates agreements and site allowance agreements with trade unions and/or Employees directly. It is expressly agreed by the Parties that the terms and conditions of this Agreement will always prevail over (i.e., be in lieu of) the terms and conditions of such agreements, whether such agreements arise under contract, State or Federal industrial instrument or otherwise.

3.2 Date and Period of Operation

In accordance with the general provisions of Section 172 of the FW Act, this Agreement shall come into operation seven (7) days following receipt of a notice issued by the FWC of its approval. The nominal expiry date will be four (4) years from the date of FWC approval of the Agreement.

3.3 No Extra Claims

- 3.3.1 The Employees may not pursue any extra claims for the life of this Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the Company until the Agreement's nominal expiry date has passed and the requirements of the Act have been satisfied.
- 3.3.2 Where any disagreement arises, the Parties shall follow the Dispute Settlement Procedure contained at clause 11 in this Agreement.

3.4 Relationship to Awards

- 3.4.1 For the purposes of this clause, the terms 'award' or 'awards' include any applicable award or agreement and includes those howsoever described in the FW Act as an award, Federal award, transitional Federal award, pre-reform Federal award, pre-reform certified agreement, a modern award, a preserved State agreement and a notional agreement preserving a State award.
- 3.4.2 This Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, this Agreement represents a complete statement of the mutual rights and obligations between the Company and its Employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.
- 3.4.3 This Agreement regulates all terms and conditions of employment and thus expressly excludes and displaces the operation of all other matters and conditions of employment (including those howsoever described or identified as a preserved entitlement, preserved notional term, preserved notional entitlement, protected notional condition, preserved award term, or protected award condition) in any award.
- 3.4.4 Without in any way limiting the foregoing and to remove any doubt, this Agreement expressly excludes and completely displaces the *Electrical, Electronic and Communications Contracting Award 2020* (Electrical Award).

4. EMPLOYEE ENGAGEMENT

Employees may be engaged under this Agreement as full-time, part-time, casual, or temporary fixed term (or project-based) Employees. Each of these is broadly defined as follows:

4.1 Full-time Employment

A full-time Employee is one engaged to work an average of 36 ordinary hours per week plus reasonable additional overtime hours.

4.2 Part-time Employment

- 4.2.1 A part-time Employee is an Employee who is engaged to work on a part-time basis for a constant number of hours for less than 36 ordinary hours per week.
- 4.2.2 An Employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays, and personal/carer's leave on a proportionate basis.
- 4.2.3 For each ordinary hour worked, a part-time Employee will be paid at the minimum ordinary hourly rate of pay for the classification in which they are employed (set out in Schedule B of this Agreement) plus any applicable allowances.
- 4.2.4 A part-time Employee will be informed of their ordinary hours of work per cycle upon engagement, including the days of work and the start and finish times.

4.3 Casual Employment

- 4.3.1 A casual Employee is one who is engaged and paid as such.

- 4.3.2 A casual Employee must be engaged for at least 2 consecutive hours of work on each occasion they are required to attend work. Where a casual Employee works less than 2 consecutive hours, they will be paid for 2 hours at the applicable rate.
- 4.3.3 For each ordinary hour worked, a casual Employee must be paid:
- a. the minimum ordinary hourly rate of pay for the classification in which they are employed (set out in Schedule B of this Agreement); and
 - b. a loading of 25% of the minimum ordinary hourly rate of pay.
- 4.3.4 A casual Employee shall have no entitlement to paid personal/carer's (sick) leave, payment for public holidays not worked, or annual leave.
- 4.3.5 The casual loading is paid instead of annual leave, paid personal/carer's (sick) leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- 4.3.6 A casual Employee who has been engaged by the Company on a regular and systematic basis for a period of at least six months has the right to elect to have their contract of employment converted to full-time or part-time (casual conversion). The Employer must not unreasonably refuse a casual conversion request.
- 4.3.7 The Company shall advise Employees of their right to conversion from casual to part-time or full-time employment within 4 weeks of having been engaged by the Company.
- 4.3.8 A casual Employee cannot claim for unpaid entitlements of a full-time or part-time employee. However, if an Employee is found to have been misclassified as a casual Employee, the Employer can reduce any amount payable to the Employee for the relevant entitlements by an amount equal to the casual loading amount.

4.4 Fixed term or Project-Based Employment

- 4.4.1 A temporary fixed term/project Employee is an Employee engaged for a specific period, task, or project. Such Employees are likely to be engaged to work an average of 36 hours per week plus reasonable additional hours. Such Employees shall be advised of their fixed period of engagement upon commencement of employment.
- 4.4.2 A temporary fixed term/project Employee shall not be entitled to notice of termination or redundancy payments.

In addition to the above categories, Employees may be engaged as apprentices (as provided for elsewhere in this Agreement).

5. REMUNERATION

5.1 Payment of Wages

- 5.1.1 Upon approval of this Agreement, the wage rates specified in Schedule B will be paid for all Employees and shall form the ordinary hourly rates of pay under this Agreement.
- 5.1.2 Wages shall be paid weekly on a weekday nominated by the Company. Wages due to an Employee upon termination shall be paid on the normal weekday pay day. The Company may change the weekday on which pay day will fall, provided Employees are provided with at least seven days' notice.
- 5.1.3 The current wage rates set out in Schedule B will be adjusted on commencement of this Agreement by **2%**. This increase will be applied for the nominal life of the Agreement.
- 5.1.4 Any payments of other entitlements provided to Employees more than the minimum requirements set out in this Agreement (if applicable) may be off set against any liability, claim or entitlement that an Employee may claim against the Company with respect to their employment.
- 5.1.5 An Employee will reimburse the Company for any overpayment of wages made to the Employee in error by the Company.

- 5.1.6 Upon written notification of an overpayment to an Employee, the parties shall agree to a reasonable payback period to be confirmed in writing. Where the parties cannot agree on a repayment schedule, the Employee shall be required to make minimum weekly instalments of no less than **\$100.00**.
- 5.1.7 The wage rates for Employees in Schedule B includes and is in compensation for the following entitlements and allowances that would otherwise apply under the Electrical Award, including the electrical license allowance, industry allowance, tool allowance, employer supplied fares allowance, and travel time allowance.

5.2 Living Away on Distant Work Allowance

- 5.2.1 The Company will provide an adequate standard of support, workplace amenities, and living conditions for Employees who are, by their work location, temporarily required to live away from home.
- 5.2.2 Where an Employee is required to live away from home overnight the following will apply:
- the Company will supply suitable accommodation and three adequate meals each day. Where the Company does not provide meals the meal allowance set out in Schedule C will be paid.
 - where the Company does not supply accommodation and meals, then the living away on distant work allowance outlined in Schedule C, will be paid. The amount stated for this allowance in Schedule C is for a full seven (7) day period. Should the Employee be away for a period less than seven (7) days, they will be entitled to the pro-rata amount.

5.3 Travel and Fares Allowance

Fares Allowance

- 5.3.1 Where an Employee commences work on a site or a project, as opposed to the Company's office or workshop, and:
- a. is not provided with or offered transport to the site or project by the Company, the Employee shall receive the "Fares Allowance (no transport)" as set out in Schedule C; or
 - b. the Company provides a vehicle or transport, free of charge, to and from the site or project, the Employee will not receive a separate entitlement as this allowance has been incorporated into the base wage rates set out in Schedule B.
- 5.3.2 The fares allowance does not apply to those Employees who start and finish work at the Company's office, workshop or other registered office or depot.

Travel more than 50km

- 5.3.3 Where an Employee is required by the Company to start and/or cease work on a site or project, that is situated more than a 50km circle radius distance from the Company's registered office or depot, the Employee is entitled to:
- the allowance as per clause 5.3.1(a);
 - payment for travelling time for each occasion the distance more than a 50 km circle radius distance from the Company's registered office or depot is travelled either to start work or end work on the job site, with a minimum payment of a quarter of an hour. Such 'excess travel' time shall be paid at ordinary time Monday to Friday, time and one half on Saturday and Sunday, and double time on public holidays.
 - motor vehicle allowance (if they use their own vehicle) as per Schedule C for each occasion the distance more than a 50km circle radius distance from the Company's registered office or depot is travelled either to start work or end work on the job site.

Motor Vehicle Allowance

- 5.3.4 An Employee will receive a motor vehicle allowance as per Schedule C where the Employee, by agreement with the Company, uses their own motor vehicle in the following cases:

- for the distance of the Employee's journey where the employee is re-called to work overtime after leaving the Company's business; or
- for the distance of the Employee's journey in travelling between the Company's workshop or depot and a job or between jobs; or
- for the distance of the employee's journey in travelling to or from distant work. Distant work is defined as work on a job site that is more than a 50km circle radius distance from the Company's registered office or depot.

5.4 Special Allowances

The special allowance types set out below in clauses 5.5 through 5.13 are only payable to an Employee if work performed falls within the relevant description provided. The rates for these special allowance types set out in Schedule C and are additional to the wage rates set out in Schedule B, except where otherwise incorporated.

5.5 Leading Hand Allowance

- 5.5.1 A leading hand means any Electrical Worker (other than a supervisor, or foreperson) who is placed in charge of work on which 3 or more Employees, in addition to the Electrical Worker, are engaged.
- 5.5.2 The amount to be paid for a leading hand is based on the number of Employees the leading hand supervises and is outlined in Schedule C.
- 5.5.3 Electrical Workers Grade 5 and above have this allowance incorporated into their hourly wage rates set out in Schedule B.

5.6 Nominee Allowance

An electrical mechanic who holds the relevant State electrical licence and acts as a nominee for an electrical contractor must be paid an additional all-purpose allowance set out in Schedule C.

5.7 Rate for Ordering Materials Allowance

- 5.7.1 An Employee, engaged in the building and construction industry, who 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 or more Employees (including the person receiving the extra payment) are engaged, shall be paid the allowance outlined in Schedule C.
- 5.7.2 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 the daily allowance in Schedule C will be paid.
- 5.7.3 The above additional amount is not payable to any Employee receiving the leading hand rate set out in clause 5.5 of this Agreement.

5.8 Meal Allowance

- 5.8.1 An Employee required to work overtime for two or more hours without being notified on the previous day or earlier that the Employee will be required to work shall either be supplied with a meal by the Company or paid the allowance in Schedule C for the first meal and for each subsequent meal. Payment need not be made to Employees living in the same locality as their employment who can reasonably return home for meals.
- 5.8.2 Unless the Company 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 Company shall provide such second and/or subsequent meals or make payment in lieu thereof as prescribed.
- 5.8.3 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.

5.9 Multi-Storey Allowance

- 5.9.1 A multi-storey allowance outlined in Schedule C shall be paid to all Employees on site engaged in the construction of a multi-storey building as defined herein, to compensate for the disabilities experienced in, and which are peculiar to the construction of a multi-storey building.
- 5.9.2 For the purposes of this clause a multi-storey building is a building which will, when complete, consist of five or more storey levels. For the purposes of this clause, a storey level means a structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building and shall include basement levels and mezzanine or similar levels (but excluding half floors such as toilet blocks or storerooms located between floors).
- 5.9.3 Except as provided for in clause 5.10.1, an allowance in accordance with Schedule C of this Agreement shall be paid to all Employees on the building site. The second and subsequent allowance scales shall, where applicable, commence to apply to all Employees when one of the following components of the building - structural steel, reinforcing steel, boxing, or walls, rises above the floor level first designated in each such allowance scale. Floor Level means that stage of construction which in the completed building would constitute the walking surface of the floor level referred to in the table of payments set out in Schedule C of this Agreement. The allowance payable at the highest point of the building shall continue until completion of the building.

5.10 Towers Allowance

- 5.10.1 An Employee working on a chimney stack, spire, tower radio or television mast or tower, air shaft (other than above ground in a multi-storey building), lift shaft, service shaft, cooling tower, silo, any similarly constructed building or a building not covered by 5.9.2, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, the hourly allowance outlined in Schedule C.

5.11 First Aid Allowance

- 5.11.1 An Employee who has been appointed by the Company to perform first aid duties and nominated by the Company as a designated first aid officer shall receive the allowance outlined in Schedule C.
- 5.11.2 The Employee must be trained to render first aid and be a current holder of appropriate first aid qualifications (such as a certificate from the St. John's Ambulance or similar body).

5.12 Compensation for Loss of Tools

- 5.12.1 The Company shall compensate an Employee to replace tools lost by breaking and entering whilst securely stored at the Company's direction in a room or building on the Company's premises, jobsite, workshop or in a lock-up up to a value of **\$406.99**.
- 5.12.2 Where evidence is produced by the Employee that they have suffered a greater loss, the Company may pay an additional amount.
- 5.12.3 It is the Company's policy for Employees not to leave or store tools on Company premises, a project or job site, or workshop, and Employees must only do so when authorised and directed to do so by the Company.
- 5.12.4 This clause only applies where the Employee, at the request of the Company, has supplied the Company with a list of tools required to be kept on the job.

5.13 Communications Cabler License/Registration License

An Employee required by the Company to hold and utilise a current communications cabling registration (or the equivalent ACA license type) in the course of their employment will be paid an allowance set out in Schedule C, but only in respect of the week for which the Employee is engaged on such duties where registration is required.

5.14 Site Allowance

- 5.14.1 A site allowance where applicable shall be paid at the appropriate rate flat for hours worked to compensate for all special factors and/or disabilities on a project and in lieu of the following – confined space, wet work, dirty work, second-hand timber, and fumes.
- 5.14.2 Any applicable allowances in this Agreement shall be applied as and when incurred, in accordance with this Agreement.
- 5.14.3 The allowance amount is set out in Schedule C.

5.15 Superannuation

- 5.15.1 The Company will pay superannuation contributions in respect of an Employee's ordinary time earnings into a complying Superannuation Fund nominated by the Employee in accordance with Superannuation Guarantee Legislation.
- 5.15.2 Should an Employee fail to nominate a Fund, the Cbus industry Superannuation Fund will be used as the default Fund under this Agreement.
- 5.15.3 The superannuation contribution rate shall be 11% of ordinary time earnings or as required by the relevant Superannuation Guarantee Legislation (as amended).
- 5.15.4 Employees are also entitled to superannuation contributions for any period taken as paid leave but not for any period of leave without pay, including for periods of Workcover and/or Income Protection leave.

5.16 NES Minimum Standards

- 5.16.1 This Agreement incorporates the NES.
- 5.16.2 Where there is inconsistency between the terms of this Agreement and the terms of the NES, the NES will prevail except where a specific term of the Agreement is more beneficial and/or, where it is allowable under the NES.

6 HOURS OF WORK

6.1 Ordinary Hours

- 6.1.1 Ordinary hours of work for full time Employees shall be an average of 36 hours per week.
- 6.1.2 Ordinary hours may be averaged over a period not exceeding 28 consecutive days.
- 6.1.3 Ordinary hours of work shall be worked between 6.00am and 6.00pm and may be worked on any day or all the days of the week, Monday to Friday. Start and finish times shall be as determined from time to time by the Company, after consultation with affected Employees.
- 6.1.4 Shifts may be worked on any or all days of the week, Monday to Sunday inclusive.
- 6.1.5 Ordinary hours of work shall not exceed 8 hours per day. By agreement between the Company and most of the Employees concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
 - a. proper health monitoring procedures being introduced;
 - b. suitable roster arrangements being made; and
 - c. proper supervision being provided.
- 6.1.6 The working day will commence on the directed hour or half hours after tools and minor materials have been unpacked and readied for use. Finishing time will be on the hour or half hour directed and does not include time to pack up tools and minor materials.

6.2 Rostered Days Off

- 6.2.1 The Company will have the discretion to either introduce or terminate a Rostered Day Off (RDO) arrangement for Employees in accordance with the following.
- 6.2.2 Employees shall be required to work eight hours per day with 0.8 hours of each day accruing toward a paid day off, to be known as an RDO.
- 6.2.3 The Company may substitute the day an Employee will take off for another day and require an Employee to work on that day off if such work is necessary to allow other Employees to be employed productively or to carry out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.
- 6.2.4 RDOs may be accumulated up to a total of 5 RDOs.
- 6.2.5 RDOs and work cycles will generally follow the electrical industry standard calendar but are subject to change depending on the Company's operational requirements.
- 6.2.6 Employees are required to provide at least two weeks' notice of an intention to use accrued RDOs.
- 6.2.7 The Company may at its complete discretion require an Employee to use an accrued RDO if work is not available, or by providing 48 hours' notice to the Employee.
- 6.2.8 Employees on unpaid leave or on an RDO will not accrue any entitlement toward rostered days off for any period they are absent from work without pay.
- 6.2.9 The Company may at its complete discretion require or agree to cash out any accrued RDOs at ordinary time rates applicable at the time such rostered days off hours are taken or where an Employee is terminated.
- 6.2.10 Where an Employee has not used all accumulated RDOs before the start of the planned annual shutdown, all remaining accrued RDOs will be taken during that time.
- 6.2.11 An Apprentice who attends technical college on an RDO will be granted another substitute RDO day to be taken in the current or next work cycle.
- 6.2.12 Where an Employee has more than 40 hours of RDOs accrued, the Company may direct the Employee to take RDOs by providing at least 14 days' notice prior to the date the Employee is required to commence the time off. The amount of accrued RDOs the Employee is directed to take must be no greater than 50% of the amount accrued. The Employee may request the above 50% to be taken at the time of request, subject to approval at the Company's discretion.

6.3 Reasonable Additional Hours

- 6.3.1 Employees may be requested to work reasonable additional hours beyond 36 hours per week to meet the operational requirements of the Company and the manning and productivity requirements of each job, project and/or client.
- 6.3.2 It is acknowledged by Employees that the nature of the Company's operational requirements, business and clients necessitates reasonable additional hours being worked because of:
- client expectations and time pressures to complete jobs on time and within budget;
 - increases and decreases to work volumes and work flows;
 - breakdowns;
 - power failures;
 - emergencies;
 - out of hours shutdowns.
- 6.3.3 All reasonable additional hours worked by full time and casual Employees in the following circumstances shall be classed as overtime and paid in accordance with this clause:
- beyond the maximum daily hours referred to in clause 6.1.5;
 - beyond 36 hours per week; and/or
 - outside the span of hours referred to in clause 6.1.3.

6.3.4 All reasonable additional hours worked by a part time Employee in the following circumstances shall be classed as overtime and paid in accordance with this clause:

- beyond the maximum daily hours referred to in clause 6.1.5;
- beyond 36 hours per week;
- outside the span of hours referred to in clause 6.1.3;
- more than the agreed hours; and/or
- outside the agreed times of work.

6.3.5 Overtime rates for Employees (other than shift workers) shall be paid at the following rates:

Hours of overtime worked (per day)	Overtime rate (% of minimum hourly rate)	
	Full-time and Part-time Employees	Casual Employees
Monday to Saturday – first 2 hours	150	187.5
Monday to Saturday – after 2 hours	200	250
Sunday – all day	200	250
Public holiday – all day	250	312.5

NOTE:

The overtime rates for casual Employees have been calculated by adding the casual loading prescribed in clause 4.3.3(b) to the ordinary hourly rate before applying the overtime rates for full-time and part-time employees.

6.3.6 For overtime performed on a Saturday, Sunday, Public holiday or RDO, a minimum of four hours shall be paid at the applicable overtime rate.

6.3.7 Where an Employee works overtime, the Employee may by mutual agreement with the Company, forego payment for the overtime and take time in lieu instead. Any agreement under this clause will be in writing. Such time off must be taken within the 6-month period after the overtime is worked and if the Employee requests for such overtime to be paid before having taken the time off, or if the time off hasn't been taken in that 6-month period, the Company must pay the Employee at the relevant overtime rate in the next pay period.

Example: By making an agreement under clause 6.3.7 an Employee who worked 2 overtime hours is entitled to 2 hours' time off.

6.3.8 If, on the termination of an Employee's employment, time off for overtime worked by the Employee to which clause 6.3.7 of the Agreement applies has not been taken, the Company must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked (i.e., at the rates prescribed in clause 6.3.5).

6.3.9 No Employee shall be required to work for more than four hours continuous overtime without a 30-minute paid meal break.

6.4 Shift Work

6.4.1 The following shift loadings shall be paid on the ordinary hourly rates of pay (set out in Schedule B) for the classification in which the Employee is employed:

- a. for weekday "afternoon" shifts (finishing after 6.00pm and at or before midnight) – 15%
- b. for weekday "night" shifts (finishing after midnight and at or before 8.00am) – 30%
- c. for Saturday shifts (between midnight on Friday and midnight on Saturday) – 50%
- d. for Sunday shifts between midnight on Saturday and midnight on Sunday – 100%
- e. for public holiday shifts – 150%

The rates for Saturday, Sunday and public holiday shifts are in substitution for and not cumulative upon the shift premiums prescribed for "afternoon" and "night" shifts.

6.4.2 An Employee's weekly hours of work can consist of a mixture of both non-shift work and shift work. An Employee can be required to work both non-shift work and shift work within a 24-hour period by agreement provided that the Employee has received a minimum of 24 hours' notice.

- 6.4.3 Where an Employee works on a shift which does not continue for at least five successive afternoon or nights, the Employee shall be paid for such shift at 150% of the ordinary hourly rates of pay (set out in Schedule B) for the first two hours and at 200% of the ordinary hourly rates of pay thereafter.
- 6.4.4 All reasonable additional hours worked by a shiftworker in the following circumstances shall be classed as overtime and paid in accordance with this clause:
- beyond the maximum daily hours referred to in clause 6.1.5;
 - beyond 36 hours per week; and/or
 - on a shift other than a rostered shift.
- 6.4.5 Overtime for shiftworkers shall be paid at the following rates:
- a. if employed on continuous shift work—at 200% of the ordinary hourly rates of pay (set out in Schedule B); or
 - b. if employed on other than continuous shift work—at 150% of the ordinary hourly rates of pay (set out in Schedule B) for the first two hours and at 200% of the ordinary hourly rates of pay thereafter.
- 6.4.6 Under no circumstances shall an Employee be entitled to both the overtime and shift or weekend loading i.e., the Employee shall only be entitled to one or the other.
- 6.4.7 Where there is a need to vary the hours of work and/or shift work due to specific project requirements, the Company and the individual Employees concerned may agree to vary the hours in which the shift can be worked. Such a variation is subject to an Individual Flexibility Arrangement as outlined in clause 12 and may only be implemented where the Employee does not suffer a disadvantage.

6.5 Re-call to Work and being On-Call

Re-call to work

- 6.5.1 An Employee re-called to work overtime after leaving the work premises or site (whether notified before or after leaving) shall be paid a minimum of four hours' work at the overtime rate as per clause 6.3.5 for each time the Employee is so recalled. The time taken from leaving the Employee's home to return thereto is included in the time worked.

On-Call Allowance

- 6.5.2 An Employee may be directed as part of their duties to remain on-call and they will be paid an allowance in accordance with clause 6.5.3.
- 6.5.3 An Employee who is on-call for a possible recall to work shall be paid a daily allowance in accordance with Schedule C or a weekly allowance in accordance with Schedule C for 7 consecutive days of being on call.

Returning to work when On-Call

- 6.5.4 An Employee who is paid the on-call allowance prescribed in clause 6.5.3, who is re-called to work, shall be paid at the minimum of 2 hours in each case of a call out at the appropriate rate (in lieu of the provisions of clause 6.5.1). The time taken from leaving the Employee's home to return thereto is included in the time worked.
- 6.5.5 Where an Employee is directed to be on-call they shall:
- make themselves contactable via telephone and/or mobile telephone and/or pager (as specified by the Company) for the whole time they are on-call; and
 - be always ready, willing, and able to attend to any and all callouts they may receive or be directed by the Company to attend. An Employee on-call shall always be ready, willing or be directed by the Company to attend. An Employee on-call shall always be ready, willing, and able to drive a motor vehicle and hence shall not be over the legal driving limit for alcohol or under the influence of any other driving impairing drugs or substances.

6.5.6 An Employee shall not be entitled to any payment under this clause 6.5 where the Employee has not complied with clause 6.5.5.

6.6 Meal and Rest Breaks

6.6.1 Employees are entitled to a paid rest break of ten minutes on each working day between the time of commencing work and the usual meal break interval.

6.6.2 Employees are entitled to meal breaks in accordance with one of the options below, to be decided at the commencement of work on a particular site or project by the Company:

- one unpaid meal break of 30 minutes, to be taken no later than 6 hours after the commencement of work each day; or
- one paid meal break of 20 minutes, to be taken no later than 6 hours after the commencement of work each day.

6.6.3 If the Company requires an Employee to work during the time prescribed in clause 6.6.2, the Employee shall be paid at the rate of time and a half for the period worked between the prescribed time for the usual meal break and the beginning of the time allowed in substitution for the meal break.

6.7 10 Hour Minimum Break Period

6.7.1 An Employee (including a shiftworker) will be provided a minimum of ten consecutive hours off duty between any day work and any overtime. If this rest period overlaps with the Employee's ordinary hours, the Employee will be paid for those hours not worked at the ordinary rate of pay so as not to disadvantage the Employee.

6.7.2 If on the instructions of the Company, an Employee (other than a shiftworker) resumes or continues work without having had the 10 consecutive hours off work, the Employee must be paid at the relevant overtime rate until released from work for such a period. A shiftworker must be paid at double time rates until released from duty for such a period in this circumstance. The Employee (including a shiftworker) is then entitled to be absent until they have had 10 consecutive hours off work/duty and must not suffer any loss of pay for any ordinary time, or any ordinary shift, as is appropriate in the circumstances, occurring during the absence.

7. LEAVE ENTITLEMENTS

7.1 Annual Leave

7.1.1 Full-time Employees will be entitled to four weeks paid annual leave per annum, which will accrue gradually as time is worked. Shiftworkers shall be entitled up to one additional week of paid annual leave as outlined in the NES.

7.1.2 For the additional week of annual leave provided for in the NES, a shiftworker is a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays.

7.1.3 Part-time Employees shall accrue annual leave on a *pro rata* basis of 1/36th of the full-time entitlement for each hour worked.

Note: If a part-time Employee works 19 hrs per week, the pro rata entitlement is two weeks of paid annual leave per annum.

7.1.4 Annual leave shall be paid at the ordinary hourly rate of pay applicable under this Agreement, at the time that an Employee takes annual leave and excludes overtime, shift loading, weekend penalty rates, special rates, travel and fares and expense reimbursements.

7.1.5 When an Employee takes a period of annual leave, the Employee will be paid annual leave loading of 17.5%

7.1.6 Where the Employee would have received shift loadings had they not been on leave, they will receive the higher of either the applicable shift loading for that period or the 17.5% annual leave loading.

- 7.1.7 The annual leave loading prescribed will also apply to proportionate leave on termination but will not apply where an Employee is instantly dismissed by the Company for reasons of malingering, inefficiency, neglect of duty, misconduct or refusing duty.
- 7.1.8 Annual leave shall be taken at a time which is approved by the Company as being convenient having regard to overall operational and manning requirements of the Company. Employees shall be required to provide at least four weeks' notice of a request to take annual leave; however final approval shall lie with the Company.
- 7.1.9 An Employee may take annual leave in advance of completing 12 months service provided the amount taken does not exceed the Employee's pro rata accrued annual leave entitlement. On termination, any amount taken in advance which has not accrued as at the Employee's last day of work may be withheld from any wages owing.
- 7.1.10 On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Employee.
- 7.1.11 Where an Employee has more than eight weeks annual leave entitlement accrued, or 10 weeks' annual leave for shiftworkers, the Company may direct the Employee to take annual leave. Any direction provided under this clause:
- (i) shall not result in the Employee having less than 6 weeks annual leave when taking into account any other annual leave arrangements;
 - (ii) must not require the Employee to take any period of paid annual leave of less than one week;
 - (iii) must be given at least 8 weeks (and not more than 12 months) prior to the taking of the annual leave; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the Company and Employee.
- 7.1.12 The Company may direct an Employee to take any accrued annual leave during the Company's annual close-down, e.g., the Christmas/New Year period subject to the Company providing two months' written notice of the close down, or any shorter period agreed between the Company and the majority of affected Employees.
- 7.1.13 Annual leave may be cashed out by agreement between the Company and Employee, subject to the following conditions:
- the agreement must be in writing and signed by the Company and Employee (if the Employee is less than 18 years of age, the agreement must be signed by a parent or guardian);
 - the date for which payment is to be made must be specified in the agreement;
 - the payment must not be less than the amount that would have been payable had the Employee taken the leave at the time payment is made;
 - an agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
 - the maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks; and
 - the Company must keep a copy of any agreement.

7.2 **Personal/Carer's Leave**

- 7.2.1 An Employee, other than a casual Employee, shall be entitled to a total of **ten** paid personal/carers' leave days per annum. An Employee will be entitled to take paid personal/carers' leave days up to the total accumulated by the Employee year to year and will not be limited to ten days per annum.
- 7.2.2 Payment for personal/carers' leave is conditional upon an Employee:
- informing their Supervisor, as soon as is reasonably practicable, of the inability to attend work, the nature of the illness and the estimated duration of the absence; and
 - providing to the Company a medical certificate (or Statutory Declaration where a medical certificate is not available) for any absence due to illness where the absence:
 1. occurs during the first six months of employment; or

2. is of two or more consecutive days duration; or
3. occurs after the first three single sick days in a 12-month period; or
4. occurs on a day immediately before or after a public holiday/rostered day off/weekend; or
5. as specifically requested by the Company.

7.2.3 If an Employee is absent from work other than on an approved personal/carer's leave day and does not produce a medical certificate as required pursuant to the above clause, an Employee will be deemed to have been absent from work without authorisation and so will not be paid for any shift or part of a shift not worked.

7.2.4 An Employee is not entitled to be paid personal/carer's leave whilst they are in receipt of workers' compensation or income protection payments.

7.2.5 An Employee is entitled to utilise their paid personal/carer's leave accruals as carer's leave to provide care and support for/to a member of their immediate family or household who requires special care and support because of:

- a personal illness or injury of the family member; or
- an unexpected emergency affecting the family member.

7.2.6 An Employee is entitled to a further two days unpaid carer's leave on each occasion where care is required beyond the maximum paid carer's leave. To qualify for unpaid carer's leave the Employee must have already used all of their paid carer's leave entitlements and satisfy any requirements of the FW Act.

7.2.7 To qualify for paid carer's leave, the Employee must provide:

- a medical certificate (or Statutory Declaration if a medical certificate is not available) stating that there is an illness or injury and the requirement for care or support; or
- a statutory declaration, stating the nature of the emergency and the requirement for care or support, in the case of an emergency.

7.3 Compassionate Leave

7.3.1 An Employee is entitled to a period of two days of paid compassionate leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household:

- contracts or develops a personal illness that poses a serious threat to his or her life; or
- sustains a personal injury that poses a serious threat to his or her life; or
- has a stillbirth; or
- has a miscarriage; or
- dies.

7.3.2 To qualify for payment for compassionate leave, the Employee must provide the Company evidence that the Company reasonably requires of the illness, injury, or death.

7.3.3 The Company retains the discretion to increase the number of paid compassionate leave days beyond 2 for each occasion a member of the Employee's immediate family or household member is subject to the matters in 7.3.1.

7.4 Immediate Family or Household

7.4.1 The entitlement to compassionate and carer's leave is subject to the person being either a member of the Employee's household or a member of the Employee's immediate family.

7.4.2 Immediate family is defined as follows:

- spouse (including a former spouse, a de facto spouse, and a former de facto spouse) of the Employee. A de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- child (including an adopted child, a stepchild, or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

7.5 Parental Leave

All Employees shall be entitled to parental leave in accordance with the NES and FW Act as varied from time to time.

7.6 Long Service Leave

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

7.7 Public Holidays

7.7.1 Full time and Part-time Employees shall be entitled to payment for public holidays gazetted by the relevant State or Territory Government in which the Employee mostly works, provided that the public holiday falls on a day that the Employee would have worked if not for the public holiday.

7.7.2 Part-time Employees shall only be entitled to payment for public holidays they are normally rostered to work.

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

7.7.4 The Company and the individual Employee may agree to substitute a day (or part-day), for another day (or part-day) that would otherwise be a public holiday.

7.8 Community Services Leave

7.8.1 Each of the following is a community service activity:

- jury service (including attendance for the purposes of jury selection) that is required by or under a law of the Commonwealth or a State or Territory; or
- carrying out voluntary emergency management activity (within the meaning of the FW Act).

7.8.2 An Employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if the period consists of one or more of the following:

- time when the Employee engages in the activity;
- reasonable travelling time associated with the activity;
- reasonable rest time immediately following the activity; and
- unless the activity is jury service – the Employee's absence is reasonable in all the circumstances.

7.8.3 An Employee who wants an absence for community service leave must provide the Company with a notice of absence, which must:

- be given to the Company as soon as reasonably practicable (which may be a time after the absence has started); and
- advise the Company of the period or expected period of such leave.

7.8.4 An Employee who has given the Company notice of an absence under this clause must, if required by the Company, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity as defined in clause 7.8.1.

7.8.5 An Employee's absence from their employment is not covered by this clause unless the Employee complies with this clause.

7.8.6 Where an Employee (except for casual Employees) is absent from their employment because of jury service, the Company must pay the Employee at the Employee's ordinary hourly rates of pay for the Employee's ordinary hours of work for a period of ten days only.

7.8.7 The Company may request an Employee to provide evidence that would satisfy a reasonable person:

- that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled (even if the amount is nil) for the period.

7.8.8 If the Company requires the Employee to provide evidence referred to in clauses 7.8.4 and 7.8.7:

- the Employee is not entitled to payment under clause 7.8.6 unless the Employee provides the evidence; and
- where the Employee provides such evidence, the amount payable to the Employee under this Clause is reduced by the total amount of jury service pay that has been paid, or is payable to the Employee

7.8.9 Except for jury service, all other forms of community service leave shall be without pay.

7.9 Leave to deal with Family and Domestic Violence

7.9.1 This clause applies in full to all Employees, including casuals.

7.9.2 In this clause:

- **Family and domestic violence** means violent, threatening, or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- **Family member** has the same meaning as defined in clause 7.4.2 and extends to a person related to the Employee according to Aboriginal or Torres Strait Islander Kinship rules.

7.9.3 An Employee is entitled to 10 days paid leave to deal with family and domestic violence. The leave is available in full at the start of each 12-month period of the Employee's employment.

7.9.4 The leave does not accumulate from year to year.

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

- is experiencing family and domestic violence; and
- needs to deal with the impact of the family and domestic violence and it is impractical for the Employee to do so outside their ordinary hours of work.

7.9.6 The reason for which an Employee may take leave includes deciding for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

7.9.7 An Employee must give their Supervisor notice of the taking of leave to deal with family and domestic violence. The notice must be given as soon as practicable and must advise of the estimated duration of the absence.

7.9.8 An Employee who has given the Company notice of taking leave under this clause must, if required by the Company, give evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 7.9.5.

7.9.9 The Company must take steps to ensure information concerning any notice an Employee has given or evidence an Employee has provided is treated confidentially, as far as it is reasonably practicable to do so.

7.9.10 Nothing in clause 7.9 prevents the Company from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person. The Company should consult with Employees regarding the handling of this information.

8. TERMINATION OF EMPLOYMENT

8.1 Notice of Termination

- 8.1.1 Notice of termination shall be in accordance with the FW Act.
- 8.1.2 The Company shall give each Employee a minimum period of notice consistent with the table below:

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

- 8.1.3 Where an Employee is over 45 years of age at the time of termination and has a period of continuous service with the Company more than two years, the Employee shall be entitled to one week's notice in addition to that prescribed above.
- 8.1.4 If the Company does not require the Employee to serve out all or part of their notice period, the Employee will be given payment in lieu of notice for the period not served.
- 8.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies serious misconduct as described in the FW Act.
- 8.1.6 The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 8.1.7 If an Employee who is at least 18 years old does not give the period of notice required in clause 8.1.2, then the Employer may deduct from wages due to the Employee, the amount equivalent to notice not served, in accordance with the Award and FW Act, and not more than 1 week's wages.
- 8.1.8 All other provisions relating to notice of termination under the NES shall apply.
- 8.1.9 Notice of termination must be in writing and may be affected in any one of the following ways:
- delivering it personally (including via email); or
 - leaving it at the Employee's last known address; or
 - sending it by pre-paid post to the Employee's last known address.
- 8.1.10 The provisions of clause 8.1 of this Agreement shall not apply to casual Employees; casual employees shall be entitled to 24 hours' notice of termination or receive payment in lieu of notice.

9. REDUNDANCY

9.1 Redundancy

- 9.1.1 The provisions relating to redundancy under the NES shall apply. There shall be no redundancy benefits payable to Employees under this Agreement unless the Company employs 15 or more Employees.
- 9.1.2 Redundancy does not occur where the job the Employee has been doing is terminated due to the ordinary and customary turnover of labour or where an alternate position is accepted by an Employee within the Company or a successor.
- 9.1.3 Where the Company employs 15 or more Employees, an Employee whose position is made redundant with the Company shall be paid redundancy pay in accordance with the following table:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay

4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

In calculating the number of Employees employed by the Company for the purposes of this clause, the same formula under the FW Act shall be used.

10 COMPANY POLICIES AND PROCEDURES

All Employees shall comply with Company policies and procedures. The Company policies and procedures do not form a part of this Agreement and nothing in this Agreement will prevent the Company from seeking to change any of the policies and/or procedures that may apply in relation to the Employee's employment. However, the policies and procedures do constitute a reasonable and lawful direction to Employees.

10.1 Performance and Flexibility Policy

10.1.1 All Employees will work to the best of their ability and will perform such work as reasonably required by the Company within the bounds of the practical competence, training, and safety of the Employee.

10.1.2 The Company will require flexibility of Employees with respect to work practices and work patterns including:

- acquiring knowledge and skills to operate and maintain the plant, vehicles and equipment proficiently and safely;
- undertaking work and duties as directed by the Company and consistent with the above;
- working a reasonable amount of additional hours (beyond 36 hours or an average of 36 hours per week) as required;
- working at any work site where the Company is contracted to undertake work; and
- complying with any site-specific policies or instructions that are provided by clients or statutory authorities.

10.2 Inclement Weather Procedure

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

10.2.2 Should only a portion of the site or workplace be affected by inclement weather, all other Employees not so affected shall continue working, regardless that some Employees may be entitled to cease work due to inclement weather.

10.2.3 Employees may be transferred from one location on a site, where it is unreasonable to work due to inclement weather, to work at another location on the same site or to another site, which is not affected by inclement weather.

10.2.4 An Employee will be entitled to payment by the Employer for ordinary time lost through inclement weather whilst such conditions prevail. However, an Employee will not be paid for this time if they do not take reasonable steps to consult with the Employer and find alternate work.

10.2.5 The Employer or its representative, when requested by the Employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.

10.2.6 In the event of inclement weather affecting a workplace or worksite, work will continue until the work being performed can no longer be performed safely and efficiently.

10.2.7 Inclement weather under this Clause includes weather conditions such as heat, cold, rain, strong wind, and any other abnormal weather conditions.

10.3 Transfer of Labour Procedure

If a halt to productive work occurs which is not the fault or the responsibility of the Company, the Parties agree that Employees can be relocated to other unaffected sites or to other sites to continue productive work if work is available. If Employees cannot be relocated or transferred, Employees may be stood down.

10.4 Stand Down Procedure

Employees may be stood down without pay where the Company cannot provide useful work for a period exceeding two hours due to a reason outside of the Company's control, for example, due to a breakdown in machinery or loss of power.

10.5 Mobile Telephones Policy

10.5.1 Subject to express individual written authorisation by the Company, personal mobile telephones are to be switched off during normal working hours and are only to be used during unpaid breaks.

10.5.2 Personal calls are not to be received or made on Company mobile telephones during working time unless prior express individual written authorisation from the Company is first obtained.

10.5.3 An Employee agrees to reimburse the Company, at the Company's discretion, for any personal calls made by the Employee on Company mobile telephones. An Employee authorises the Company to deduct from any wages or entitlements payable or owing to the Employee any costs incurred by the Employee on Company mobile telephones because of the Employee making personal calls.

10.6 Motor Vehicles Policy

10.6.1 It is an express condition of employment by the Company that all Employees hold and/or maintain a current Australian Drivers Licence. The Company, at its discretion, may terminate the employment of an Employee who does not hold, loses, or fails to maintain a current Australian Drivers Licence where such an Employee is required as part of their duties.

10.6.2 A copy of each Employee's current Australian Drivers Licence must be forwarded by the individual Employee to the Company on a yearly basis, or otherwise as requested.

10.6.3 A Company vehicle (where applicable) may be provided for use during the performance of duties on behalf of the Company. Due to Australian Taxation Office requirements this Company vehicle is not permitted to be used for private purposes, other than driving to and from the first and last call of each day.

10.6.4 Employees are not to drive Company vehicles when they are unlicensed or when they are under the influence of alcohol or other drugs. Employees will be subject to immediate dismissal should this occur.

10.6.5 A fuel card may be supplied for purchases of fuel and oil only. All receipts are to be received by the Company by the Monday following the date of purchase.

10.6.6 No alterations or modifications are to be made to the Company vehicle without the express permission of the Company.

10.6.7 The Company vehicle is to be kept clean and serviced. Maintenance is to be carried out in accordance with the logbook or as recommended by the selling dealer during the warranty period or the garage nominated by the Company.

10.6.8 It is the Employee's responsibility to operate and park the Company vehicle in a legal manner. The Employee will be responsible for the payment of any traffic infringements incurred.

- 10.6.9 If a Company vehicle is involved in an infringement whereby the Employee is not identified (e.g., speed or red-light camera), it will be referred to the Employee to whom the Company vehicle is assigned. For this reason, no other person should be permitted to drive the Company vehicle. In the unavoidable event that another person is required to drive the Company vehicle, such use should be noted and is the responsibility of the individual to whom the Company vehicle is assigned.
- 10.6.10 No person other than an Employee of the Company shall be permitted to drive the Company vehicle, without the express permission of the Company.
- 10.6.11 Where a Company vehicle is involved in an accident and the Employee is proven to be at fault, or if the Employee fails to identify the third party, that Employee will be responsible for the payment of any non-recoverable insurance excess payments.

10.7 Occupational Health and Safety Policy

The Parties acknowledge and agree that a safe and secure workplace is important, and that Employees will:

- comply with all applicable occupational health and safety laws and regulations.
- ensure the safety of themselves as well as other Employees or any other persons working at the workplace.
- wear and use any safety and protective equipment or clothing provided.
- comply with the Company's occupational health and safety practices and procedures or face disciplinary action, which may include termination of employment.
- immediately report to the Company any accidents, incidents or hazards arising in the course of employment.

10.8 Drugs and Alcohol Policy

- 10.8.1 Drugs and alcohol affect the functioning of the body and mind and can increase the chances of having an accident in the workplace.
- 10.8.2 Substance intoxication and conversely withdrawal can negatively affect performance in several ways. Impaired or altered memory, concentration, physical coordination, balance, dexterity, reaction times and mood could all contribute to risks of accidents. There is evidence that this can occur at even low levels of intoxication and can have serious implications on the safe operation of workplace equipment especially mobile plants.
- 10.8.3 Employees who use drugs and alcohol and have known problems can cause injury to themselves and others and damage their physical and mental health. Both Employees and the Company have responsibilities in dealing with such issues.
- all Employees must report for duty at the workplace in a condition capable of safely carrying out their allocated tasks.
 - employees are required to notify the Company in a discreet manner where they observe a breach or potential breach of this policy.
 - employees taking prescription or over-the-counter medications that may impair performance are to advise the Company. Such advice will be treated confidentially.
- 10.8.4 An Employee considered to be under the influence of drugs or alcohol will be prevented from commencing or continuing to work.
- 10.8.5 Testing for drugs and alcohol may be conducted on-site or at other nominated locations on a random selective basis, or following an incident, or where there is a reasonable suspicion that an Employee is in breach of this policy. Testing will be conducted by a registered medical practitioner (or other appropriate authority) of the Company's nomination. The reasonable costs of such testing shall be borne by the Company.
- 10.8.6 Employees who test positive or otherwise are observed to be in breach of this policy will be encouraged to seek counselling and rehabilitation through the Company's Employee Assistance Program (EAP) or such other consulting service provider. Ongoing issues relating to inappropriate drug or alcohol use may result in disciplinary procedures or termination.

11. Dispute Settlement Procedure

11.1 If a dispute relates to a matter arising under this Agreement, the National Employment Standards, and any other employment matters, the procedures set out in this clause are to be followed.

11.2 Both the Company and the Employee, at any stage of the dispute settlement procedure, may appoint or nominate any other person, association, or organisation to accompany or represent them.

11.3 The Parties agree to adhere to the procedure set out in this clause to achieve the prompt resolution of disputes.

11.4 Internal Resolution Process

- a. In the event of an Employee having a dispute, the Employee will in the first instance attempt to resolve the matter with the immediate supervisor who will respond to such a request as soon as practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor, the Employee may bypass this level in the procedure.
- b. If the dispute is not resolved under clause 11.4(a) the Employee, or the Employee's nominated employee representative, may refer the matter to the relevant manager/next level of management for discussion.
- c. If the dispute is still unresolved after discussions mentioned in clauses 11.4(a) and (b) the Employee, or the Employee's nominated employee representative the dispute can be referred directly to the Company's Director.

11.5 Referral to Fair Work Commission

- a. All steps set out in clause 11.4 above must be fully exhausted before this referral may occur.
- b. If the dispute remains unresolved after the parties to the dispute have genuinely attempted to reach a resolution in accordance with clauses 11.4(a) to (c), party to the dispute may refer the dispute to the Fair Work Commission (FWC) for conciliation.
- c. In conducting the conciliation, the FWC is empowered to take such action as is appropriate to assist the parties to resolve the matter at conciliation.
- d. Where the parties to a dispute are unable to reach agreement, the FWC may make recommendation(s) about the issue(s) in dispute.
- e. Within 3 working days of the FWC making such recommendation(s), the parties to the dispute are to inform the FWC whether or note they intend to comply with the recommendation(s).
- f. Where either party to the dispute has either failed to inform the FWC that they intend to comply with the recommendation(s) within 3 working days or has advised the FWC that they do not intend to comply with the recommendation(s), the FWC will at the request of either party to the dispute list the matter for arbitration.

11.6 Arbitration by Fair Work Commission

- a. In arbitrating the matter, the FWC will give the parties an opportunity to be heard on the matter(s) in dispute.
- b. In making its decision, the FWC will have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers, or claims made in conciliation or mediation.
- c. The Parties agree that any arbitrated decision of the FWC is binding.
- d. Any decision of the FWC must not be inconsistent with the Victorian and/or National Code of Practice for the Construction Industry, the Implementation Guidelines for the National Code of Practice for the Construction Industry, or any other legislative obligations.

11.7 While the above procedure is being followed the Parties agree that:

- a. industrial action will not take place; and
- b. work should be performed in accordance with the reasonable direction of the Company.

12. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 12.1 To meet the genuine needs of the Company and individual Employees the Parties may agree to vary the application of this Agreement in relation to the following terms of the Agreement:
- a. hours of work;
 - b. overtime rates of pay;
 - c. penalty rates of pay; and
 - d. allowances.
- 12.2 Any individual flexibility arrangement must be genuinely agreed to by the Company and the Employee.
- 12.3 The Company must ensure that any individual flexibility arrangement agreed to must result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.
- 12.4 The Company must ensure that any individual flexibility arrangement agreed to by the Company and Employee does not require the approval, or consent by another person.
- 12.5 The Company must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 12.6 The individual flexibility arrangement must be able to be terminated:
- a. by either the Employee, or the Company, giving written notice of not more than 28 days; or
 - b. by the Employee and the Company at any time if they agree, in writing, to the termination.
- 12.7 The Company must ensure that any individual flexibility arrangement is agreed in writing and signed by the Company and the Employee; and
- a. if the Employee is under 18 years of age, is also signed by a parent or guardian of the Employee; and
 - b. a copy of the agreed individual flexibility arrangement must be provided to the Employee within 14 days of agreement.

13. CONSULTATION TERM

- 13.1 This clause applies if the changes below are likely to have a significant effect on Employees of the Company:
- the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; or
 - the Company proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 13.2 The Company must notify the Employees who may be affected by the decision (relevant Employees) to introduce the major change.
- 13.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If the relevant Employees appoint a representative for the purposes of consultation and advise the Company of the identity of the representative, then the Company must recognise the representative.
- 13.4 As soon as practicable after making its decision, the Company must discuss with the relevant Employees:
- the introduction of the proposed change;
 - the effect the change is likely to have on the Employees; and
 - measures the Company is taking to avert or mitigate the adverse effect(s) of the change on the relevant Employees.

- 13.5 For the purposes of the discussion under clause 13.4, the Company must provide, in writing, to the relevant Employees:
- all relevant information about the change including the nature of the change proposed;
 - information about the expected effects of the change on the relevant Employees; and
 - any other matters likely to affect the Employees.
- 13.6 Clauses 13.4 and 13.5 do not require the Company to disclose confidential or commercially sensitive information to the relevant Employees.
- 13.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 13.8 **Significant effects**, on Employees, for the purposes of this clause includes any of the following:
- termination of the employment; or
 - major changes to the composition, operation, or size of the Company's workforce or to the skills required of Employees; or
 - the elimination or reduction of job opportunities (including opportunities for promotion or tenure); or
 - the alteration of hours of work; or
 - the need to retrain Employees; or
 - the need to relocate Employees to another workplace; or
 - the restructuring of jobs/work.
- 13.9 In this clause, relevant Employees mean the Employees who may be affected by the major change.
- 13.10 Where the Company proposes to change an Employee's regular roster or ordinary working hours (except where the Employee has irregular working hours), the Employer must:
- consult with the affected Employee(s) and their representatives, if any, about the proposed change;
 - provide the affected Employee(s) and representatives, if any, with information about the proposed change;
 - invite the affected Employee(s) and representatives, if any, to provide their views about the proposed change (including any impact to family responsibilities);
 - consider the views of the affected Employee(s) and their representatives.

14. TRAINING

- 14.1 The Company will pay for the reasonable costs of an Employee undertaking training or further education subject to clauses 14.2 through 14.7.
- 14.2 Employees may be directed by the Company to attend training or further education during working hours and/or outside of working hours and/or in addition to working hours. Such training or further education is to be paid at ordinary time rates. Notwithstanding anything else in this Agreement, under no circumstances will an Employee receive overtime payments for attendance at any training, or further education at any time.
- 14.3 Where the Company directs Employees to attend training or further education, Employees will attend such training or further education either during working time and/or in addition to their 36-hour week.
- 14.4 Where the Company does not direct an Employee to attend training or further education, the decision as to whether the Employee shall be paid for Employee's attendance at such training or further education, is at the sole discretion of the Company.
- 14.5 Where an Employee requests the Company to pay course fees for training or further education which the Company considers is not relevant to its needs, the Company may still agree to pay the course fees for such training or further education, however the Employee shall attend the training or further education outside of normal working hours and the Employee will not be paid any wages or other monies by the Company for their attendance at such training or further education.

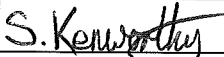

- 14.6 Employees agree to reimburse the Company, where the Company pays the course fees for training or further education (through a Registered Training Organisation or TAFE) and the Employee fails to satisfactorily progress in this training or further education (e.g., where an Employee fails a TAFE unit, he/she agrees to reimburse the Company for the cost of that failed unit). This will not apply for employer-directed compulsory training.
- 14.7 Where the Company pays the course fees for training or further education and an Employee resigns from or abandons their employment, the Employees agree to reimburse the Company for the costs of training or further education incurred in the period six months prior to the resignation. This will not apply for employer-directed compulsory training.

15. APPRENTICES

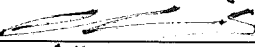

- 15.1 Employees engaged on apprenticeships are engaged as fixed term Employees for the duration of those apprenticeships. During that time, they are entitled to all the benefits of full-time employment.
- 15.2 Notwithstanding any provisions of this Agreement, should the apprenticeship and/or training contract be cancelled, either by expiry or for any reason, the Employee will also be terminated.
- 15.3 Training for the apprentice shall be in accordance with the Employee's applicable apprentice training schedule.
- 15.4 Apprentices attending technical colleges, schools, registered training organisations or TAFE and presenting reports of satisfactory progress must be reimbursed annually by the Company all enrolment fees, but not books or other materials, paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a Federal or State government department.
- 15.5 Annual reimbursement of registered training organisation/TAFE fees is subject to the production of a list of units for the relevant year, as well as an official attendance/completion record. The Company will only reimburse the Apprentice for the value of units actually completed.
- 15.6 The Company will not reimburse or otherwise pay for units and/or examinations that the Apprentice is required to retake or resit.
- 15.7 Where an apprentice absents himself or herself from work on unauthorised leave, the period of the apprenticeship shall be extended by such period of unauthorised leave. 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 more than their ordinary hours.

16. ENDORSEMENT OF AGREEMENT

16.1 Signed for and on behalf of the **Company**

Signed:	
Date:	8.04.2024
Name in full (printed):	SAM KENWORTHY
Position title:	PROJECT MANAGER
Address:	22 / 1470 Fernside Gully Rd, Knoxfield
Witnessed by:	
Witness name in full:	LUKE JEFFREYS
Address:	25 Tarella road Chelsea

16.2 Signed for and on behalf of the **Employees**

Signed:	
Date:	9/4/24
Name in full (printed):	Christopher Tuck
Position title:	Electrician
Address:	2/24 Woodlands Av
Witnessed by:	
Witness name in full:	LUKE JEFFREYS
Address:	25 TARELLA ROAD CHELSEA

SCHEDULE A - Classification Structure

A.1 Electrical Worker Grade 1

A.1.1 An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such.

A.2 Electrical Worker Grade 2

A.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.

A.2.2 Without limiting the scope of the work, an Employee may perform the following tasks to the level of the Employee's training:

- Unskilled tasks as directed
- Cut ducting, unistrut, conduit and other cable or support systems to specified lengths
- Paint cable trays, ducts, and conduits
- Chase walls as marked by a tradesperson
- The clearance of vegetation in the vicinity of overhead power distribution lines.

A.3 Electrical Worker Grade 3

A.3.1 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.

A.3.2 Without limiting the scope of the work, the Employee may perform the following tasks to the level of the Employee's training:

- Store work
- Drive or operate the Company's vehicles, machinery, plant or equipment incidental to the Employee's primary task or functions
- Inspect and test fire alarm or security alarm equipment.

Alternatively, the Employee works under the supervision of a tradesperson or electronics serviceperson to:

- Install radio, communications and related equipment including antenna
- Install fire alarm or security alarm equipment
- Install data and communication cabling.

A.3.3 Provided that the Employee must not undertake tasks requiring the skills of a tradesperson.

A.4 Electrical Worker Grade 4

A.4.1 An Electrical Worker Grade 4 is an Employee who has worked for not less than one year in the industry or holds the equivalent experience.

A.4.2 Without limiting the scope of the work, the Employee may perform the following tasks to the level of the Employee's training:

- Scaffolding or rigging
- Ordering and purchasing materials for an electrical store.

Alternatively, if the Employee 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 works under the minimum supervision of a tradesperson or electronics serviceperson to:

- Install radio, communications and related equipment including antenna
- Install fire alarm or security alarm equipment
- Install, terminate and test data and communication cabling
- Inspect and test 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.

A.4.3 Provided that the Employee must not undertake tasks requiring the skills of a tradesperson.

A.5 Electrical Worker Grade 5

A.5.1 An Electrical Worker Grade 5 is an Employee employed to use the skills acquired through the training specified below and is an Employee who:

- Holds a trade certificate or tradesperson's rights certificate, in an electrical trade
- Holds an AQF Certificate Level 3 in Electrotechnology in one of the following:
 - Systems electrician
 - Assembly and servicing
 - Building services
 - Communications
 - Computer systems
 - Data communications
 - Entertainment and servicing
 - Scanning
- Has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in communications or electronics
- Has successfully completed an appropriate instrumentation trade course or an AQF Certificate Level 3 in Electrotechnology Instrumentation
- Holds an appropriate electrical/refrigeration/air-conditioning trade certificate or an AQF Certificate Level 3 in Electrotechnology Refrigeration and Air-Conditioning
- Has successfully completed an appropriate trade course in line work 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.

A.6 Electrical Worker Grade 6

A.6.1 An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition has:

- Successfully completed three appropriate training modules or 33% of the qualification specified for Grade 7 or its equivalent
- Equivalent structured in-house training relevant to the Company's business or enterprise as agreed between the Parties to the Agreement
- Acquired an equivalent standard of skills through other means including a minimum of one year's experience as an Electrical Worker Grade 5
- Is employed to use the skills acquired through the training or experience specified.

A.7 Electrical Worker Grade 7

A.7.1 An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who in addition has:

- Has successfully completed a Post Trade Certificate or nine appropriate modules towards an Advanced Certificate or AQF Diploma in Electrotechnology or their equivalent
- Has successfully completed an AQF Certificate Level IV in Electrotechnology
- Has acquired the same standard of skills through other means including a minimum of two years' experience in the industry
- Is employed to use the skills acquired through the training and/or experience specified.

A.8 Electrical Worker Grade 8

A.8.1 An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who in addition has:

- A Post Trade Certificate or nine appropriate modules towards an Advanced Certificate or an AQF Diploma in Electrotechnology or their equivalent
- An AQF Certificate Level IV in Electrotechnology
- 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.

A.9 Electrical Worker Grade 9

A.9.1 An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who in addition has:

- An appropriate Advanced Certificate
- An AQF Diploma in Electrotechnology or:
 - Their formal equivalent; and
 - Is employed to use the skills acquired through the training and/or experience specified.

A.10 Electrical Worker Grade 10

- A.10.1 An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who in addition has:
- An appropriate Associate Diploma
 - An AQF Advanced Diploma; or
 - Their formal equivalent; and
 - Is employed to use the skills acquired through the training and/or experience specified.

SCHEDULE B - ORDINARY HOURLY RATES OF PAY

The following ordinary hourly rates of pay are inclusive of all allowances referred to in clause 5.1.7, but not those specified in Schedule C of this Agreement.

The rates below shall apply as a minimum for the life of the Agreement for the calculation of Employee remuneration, and for any calculation of Employee redundancy pay, paid personal leave, and paid annual leave entitlements.

NOTE: No Employee, including apprentices, will suffer a reduction in hourly rate of pay because of this Agreement being approved.

Electrical Workers

Electrical Worker Grade 1	\$25.00
Electrical Worker Grade 2	\$25.90
Electrical Worker Grade 3	\$26.70
Electrical Worker Grade 4	\$28.14
Electrical Worker Grade 5 – A Grade Electrician	\$34.64
Electrical Worker Grade 5 – B Grade Electrician	\$32.47
Electrical Worker Grade 6	\$36.80
Electrical Worker Grade 7	\$38.97
Electrical Worker Grade 8	\$41.13
Electrical Worker Grade 9	\$43.30
Electrical Worker Grade 10	\$45.46

Apprentices

1 st Year	\$17.10
2 nd Year	\$20.57
3 rd Year	\$22.73
4 th Year	\$24.35

Adult Apprentices (a person of 21 years of age or over at the time of entering into a training contract for an apprenticeship in accordance with clause 15 of this Agreement)

1 st Year	\$24.30
2 nd Year	\$26.30
3 rd Year	\$27.00
4 th Year	\$28.52

SCHEDULE C – SPECIAL ALLOWANCES

The allowance rates set out below will remain the same for the nominal life of the Agreement and beyond, until replaced or terminated at the Fair Work Commission.

SPECIAL (FLAT RATE) ALLOWANCES		
Clause		\$
5.2	Living Away on Distant Work Allowance Per Week	514.05
5.3.1(a)	Fares Allowance (not provided with transport)	20.35
5.3.6	Motor Vehicle Per Kilometre Allowance	0.84
5.5	Leading Hands Allowance Per Week In Charge Of:	
	3-10 Employees	37.62
	11-20 Employees	52.85
	More Than 20 Employees	71.06
5.6	Nominee Allowance Per Week	80.56
5.7.1	Rate for Order Materials Per Week	17.55
5.7.2	Rate for Oder Materials Per Day	3.51
5.7	Meal Allowance	16.17
5.9	Multi-Storey Allowance Per Hour	
	0-15 Floors	0.60
	16-30 Floors	0.74
	31-45 Floors	1.13
	46-60 Floors	1.43
	More than 60 Floors	1.82
5.10	Towers Allowance Per Hour	0.74
5.11	First Aid Allowance Per Week	18.43
5.12	Compensation for Loss of Tools	406.99
5.13	Communications Cabler License/Registration License Per Day	4.60
5.14	Site Allowance Per Hour	2.50
6.5.3	On-Call or Standing by Allowance Per Week	105.67
6.5.3	On-Call or Standing by Allowance Per Hour	2.78