

# **TJD Electrics Pty Ltd and ETU Enterprise Agreement**

**2021-2025**

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# INTRODUCTION

## 1 Title & Application of Agreement

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- 1.1 This Agreement will be known as the *TJD Electrics Pty Ltd & ETU Enterprise Agreement 2021 – 2025* and covers and applies to:
- (a) **The Trustee for Dobinson Family Trust T/A TJD Electrics Pty Ltd\*\*** (ACN: 626 093 427 ABN: 41 587 477 204 ) (the “**Employer**”);
  - (b) the Employees of the Employer in Victoria and, for Employees ordinarily based in Victoria, at any location at which the Employee is temporarily required to perform work outside Victoria in respect of work covered by:
    - (i) Part A - Service, Maintenance and Installation
    - (ii) Part B - Construction
    - (iii) Part C - Country and Cottage(“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

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- 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.

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## 4 Relationship to NES

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- 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

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- 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 mid-night.

- (b) **All-purpose** means the payment will be included in the rate of pay of an Employee who is entitled to the allowance, when calculating any penalties or loadings including payments for overtime, payments while they are on all forms of paid leave, public holidays and pro rata payments on termination.
- (c) **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.
- (d) **Classifications** means the classifications contained in Schedule 1 to this Agreement.
- (e) **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.
- (f) **Continuous shiftworker** means a shiftworker on continuous work.
- (g) **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.
- (h) **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).
- (i) **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.
- (j) **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.
- (k) **Disputes Board** means the Electrical and Communications Industry Disputes Board.
- (l) **Distant Project** means a project that is located outside a 100km radius (calculated as the crow flies) from the Employer's Workshop.
- (m) **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;

- (n) **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.
- (o) **Fair Work Act** means the *Fair Work Act 2009* (Cth) as in effect at any given time.
- (p) **FWC** means Fair Work Commission.
- (q) **Metal Engineering Construction Project** means 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:
- (i) Work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:
    - (A) Power stations, oil refineries, terminals and depots; chemical, petro-chemical and hydrocarbon plants; and associated plant, plant facilities and equipment;
    - (B) Major industrial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature;
    - (C) Plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals and the like; and/or
    - (D) Transmission and similar towers, transmission lines and associated plant, plant facilities and equipment;
    - (E) Bridges and Marinas.
  - (ii) It does not include:
    - (A) general installations of plant and equipment into; and/or
    - (B) maintenance of plant and equipment in; and/or
    - (C) other non-construction activities; and/or
    - (D) capital project work within existing plant facilities, major maintenance and/or revamp work, plant modifications and/or shutdown work, in an existing building/structure at an establishment where products are being manufactured or services rendered.
  - (iii) It further does not include:
    - (A) construction projects where the majority of workers (not including staff or management) that are intended to be engaged on the project are of a building trades nature (for e.g. a Carpenter, Concreter, Plasterer, Bricklayer, Mason, Plumber or a Labourer solely assisting the foregoing).
    - (B) work covered by clause 32 and 33 (Petro-Chemical and Mobil).
    - (C) work performed in the Employer's workshop which is not on a construction site.
- (r) **NES** means the National Employment Standards prescribed by the *Fair Work Act 2009* (Cth) (as in effect at any given time).
- (s) **Night shift** means any shift finishing subsequent to midnight and at or before 8.00 am;

- (t) **Occupational Health and Safety Act** means the *Occupational Health and Safety Act 2004* (Vic) (the “**OHS Act**”) as in effect at any given time.
- (u) **OHS Representatives** means an Employee elected as such by a majority of Employees, in accordance with the *Occupational Health and Safety Act 2004* (Vic).
- (v) **Persons covered by this Agreement** means the Employer, the Union and the Employees;
- (w) **Party or Parties** means the Employer and the Union;
- (x) **Project** means a Building and Construction Project or a Metal Engineering Construction Project (as defined above)
- (y) **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 above).
- (z) **Rostered shift** means any shift of which the Employee concerned has had at least 48 hours notice.
- (aa) **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  $\frac{3}{4}$  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 8.5;
  - (iv) Part A at clause 10.4;
  - (v) Part B at clause 4.4(b);
  - (vi) Part B at clause 6.5(b);
  - (vii) Part B at clause 6.6(a);
  - (viii) Part B at clause 6.6(g);
  - (ix) Part B at clause 8.5
  - (x) Part B at clause 9.3;
  - (xi) Part B at clause 10.1;
  - (xii) Part B at clause 10.4;
  - (xiii) Part B at clause 18;
  - (xiv) Part B at clause 23.1(i)



## **PART A (SERVICE, MAINTENANCE AND INSTALLATION)**

## **1 Application of Part A - Service, Maintenance and Installation**

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- 1.1 Part A of this Agreement covers and applies to:
- (a) the Employer;
  - (b) the Employees of the Employer in Victoria and, for Employees ordinarily based in Victoria, at any location at which the Employee is temporarily required to perform work outside Victoria;
- 1.2 Part A of this Agreement does not apply to:
- (a) work performed at any enterprise or project where a site-specific or project-specific agreement is made between the Parties and, covers and applies to the Employees (entered into after this Agreement is made);
  - (b) work to which Part B - Construction applies;
  - (c) work to which Part C - Country and Cottage applies or work performed in regional areas of Victoria, where an agreement specifically applicable to regional or country work applies to the Employer in respect of the Employees (whether entered into before or after the making of this Agreement).

## **2 Purpose of Agreement**

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- 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 orientation, 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**

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- 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
  - (c) is genuinely agreed to by the Employer and Employee; and
  - (d) is not inconsistent with section 55 of the Fair Work Act, which deals with interaction with the NES.
- 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**

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#### **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 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 without loss of pay (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
- (iii) “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
- (iv) “Disciplinary action” means any form of discipline.
- (v) “Live anonymous data” means anonymous data that identifies the current location of the Tracking Device
- (vi) “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.
  - (ix) Where possible, the Tracking Device must not create any anonymous or personal data relating to Employees who are on annual or long service leave.
  - (x) 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.
  - (xi) 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.
- (d) Dispute Resolution Procedure
- (i) 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

- (a) 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.
- (b) 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**

- (a) 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.

#### 4.21 **Aboriginal and/or Torres Strait Islander Employment Commitment**

- (a) The Parties to this Agreement recognise the significant cultural importance of Indigenous Australians. To this end, the Employer, wherever possible, shall endeavour to employ, mentor and support Aboriginal and/or Torres Strait Islander people
- (b) Where the Parties to this Agreement cannot achieve direct employment, mentoring and support, the Employer shall endeavour to engage certified Indigenous Australian owned and controlled organisations in order to meet Aboriginal and/or Torres Strait Islander Employment Commitments as per agreement obligations.

## 5 **Types of employment**

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### 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 **Fixed Term Contract**

- (a) A fixed term Employee is one engaged on an employment contract which has a nominated completion date and may be full-time, part-time or casual.
- (b) Employees engaged on a fixed term contract will be entitled to a payment in lieu of notice in accordance with clause 20.1(a) at the date of completion nominated by the employment contract.

### 5.3 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.

### 5.4 Part-time employment

- (a) This clause recognises that some Employees may seek to switch and 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, who had initially been a full-time Employee with the Employer, 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



- (i) 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.

## 5.5 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.
- (e) To reward loyal, consistent and extended service by a casual Employee, the Employer will provide a casual Employee who has been engaged for a cumulative period of eight weeks or more in a six-month period, with a casual loading of 30% (all purpose), in lieu of the above loading.

## 6 Hours of Work

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6.1 This clause 6 applies to Employees other than shiftworkers.

### 6.2 Ordinary Hours

- (a) The ordinary hours of work of full-time Employees shall be 36 hours per week and may be worked in accordance with this clause.
- (b) The ordinary hours of part-time and casual Employees will be in accordance with clauses 5.3 and 5.4.

### 6.3 Maximum daily hours

- (a) Unless varied in accordance with this Agreement, the ordinary hours of work shall not exceed 8 hours on any day.

### 6.4 Span of Hours and Starting and Finishing Times

- (a) Unless varied in accordance with this Agreement, the ordinary hours of work can be worked any time between the span of 6.00 am to 6.00 pm Monday to Friday.
- (b) Starting and Finishing times for ordinary hours of work for each work group may be established by the Employer, within the span above, in accordance with its operational requirements.

### 6.5 Cycle of Ordinary hours of work

- (a) The ordinary hours of work may be averaged over a period of more than a week. Such period is referred to as the cycle. The cycle must not exceed 2 weeks. If there is no existing cycle established in a workgroup, the cycle of the ordinary hours of work for the work group may be established by the Employer, in accordance with this clause 6.
- (b) Unless established or varied in accordance with this clause, the default cycle shall be a 10 day/2 week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the RDO, and shall be taken as outlined in clause 9.

## 6.6 Varying Cycle and Start and Finish Times

- (a) Once the cycle and starting and finishing times have been established for a workgroup, the cycle and the starting and finishing times for the ordinary hours of work may be varied by agreement between the Employer and the majority of the Employees concerned, or an individual Employee concerned, to accommodate the cycle and starting and finishing times of the ordinary hours of work required for the most efficient and safe operation of the Employer and the requirements of its client. Employees may seek the assistance and representation of the Union or any other representative of their choice.
- (b) Matters on which agreement may be reached for the purposes of clause 6.6(a) are:
  - (i) how the hours are to be averaged in the cycle, provided that this does not exceed an average of 36 hours per week;
  - (ii) the duration of the work cycle, not exceeding 2 weeks in duration;
  - (iii) daily maximum ordinary hours, up to a maximum of 10 hours.
- (c) Illustrative example
  - (i) Without limiting the operation of this clause 6, the types of working arrangements that may be implemented under these provisions include, by way of example:
    - (A) a nine day fortnight (e.g. 9 x 8 hour days)
    - (B) a four day week (e.g. 2 x 10 hour days and 2 x 8 hour days)
    - (C) a four day week (e.g. 4 x 9 hour days)
- (d) Where agreement is reached to work alternate cycles, occupational health and safety principles will prevail. Adequate supervision must always be provided.
- (e) If agreement cannot be reached for the purposes of clause 6.6(a), the Employer may make changes to any of the matters referred to in clause 6.6(b) by providing the Employee or Employees concerned with 14 days' written notice (including the table in clause 6.7 below). In making these changes, the Employer will take into account the preferences of the Employee or Employees impacted, where possible.
- (f) Each day of paid leave taken and any holiday occurring during any cycle of two weeks shall be regarded as a day worked for accrual purposes.
- (g) By agreement between the Employer and a genuine and informed majority of the Employees:
  - (i) daily maximum ordinary hours of 12 hours may be worked;
  - (ii) start and finishing times may be varied, provided that the start and finish times are not varied by more than 2 hours at either end of the span.
- (h) Where an Employee's cycle is varied or changed in accordance with this clause 6, the Employer shall record the details of the arrangement in writing.

## 6.7 RDO Accrual Principles

- (a) For any cycle where on any particular day or days in that cycle, ordinary hours of work of more than 7.2 hours are worked, the amount of ordinary hours in excess of 7.2 hours on the particular day shall accrue towards an RDO.
- (b) For example:
- (i) Where the cycle is a one week cycle of 9 ordinary hours of work on each of 4 days in a week, the Employee shall be paid 7.2 hours and accrue 1.8 hours towards an RDO on each day that they work the 9 hours.
- (ii) Where the cycle is a 2 week cycle made up of 4 x 10 ordinary hours of work and 4 x 8 ordinary hours of work, the following would apply:

	Monday	Tuesday	Wednesday	Thursday	Friday	Total
<b>1<sup>st</sup> week of cycle:</b>						
Ordinary hours worked	10	10	10	10	RDO	40
Hours Paid	7.2	7.2	7.2	7.2	7.2	36
Hours accrued to RDO	2.8	2.8	2.8	2.8	0	11.2
<b>2<sup>nd</sup> week of cycle:</b>						
Ordinary hours worked	8	8	8	8	RDO	32
Hours Paid	7.2	7.2	7.2	7.2	7.2	36
Hours accrued to RDO	0.8	0.8	0.8	0.8	0	3.2

- (c) Any issues arising from the above RDO principles shall be dealt with via the dispute resolution procedure of this Agreement.
- (d) Each day of paid leave taken and any holiday occurring during any cycle shall be regarded as a day worked for accrual purposes.

## 6.8 Staggered Start / Finish Times

It is recognised that operational difficulties may exist with all Employees commencing work at the same time. Accordingly, the Employer may establish staggered start and finish times. Once introduced, these times may be varied by agreement between the Employer and the majority of Employees concerned or an individual Employee concerned to assist overcoming these operational difficulties. As a consequence, the time for taking breaks during the course of the day will also be varied.

## 6.9 Timeliness

All persons covered by this Agreement recognise that inefficiency may exist with work not commencing or finishing on time. In an endeavour to overcome this inefficiency it is agreed that Employees will be ready to work at the rostered starting time and cease work at the rostered finishing time (subject to any requirement to work overtime).

## 6.10 Hourly Rate Divisor

The hourly rate for the purposes of the calculation of overtime is the weekly all-purpose rate contained in Appendix A for the relevant classification, divided by 36.

## 7 Overtime

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### 7.1 Payment for working overtime

- (a) For all work done outside ordinary hours, the rates of pay will be time and a half for the first two hours and double time thereafter.
- (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 clause 7.1(a) (RDO), clause 7.1(a) (Saturday), clause 7.4 (Sunday or public holiday).

### 7.4 Sunday and public holiday work

For Employees other than shiftworkers, double time must be paid for work done on Sundays and double time and a half 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**

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### **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, time and a half rates 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.

#### 8.5 One Break

Where the Employer determines, at its absolute discretion, to arrange the hours of work in such a way that the Employees on a specific work site will only be entitled to one break from work (**one break**), the following shall apply:

- (a) Before introducing the one break, the Employer must first seek the agreement of a genuine and informed majority of the Employee work group.
- (b) The Employer must, before seeking the agreement of a genuine and informed majority of Employees of the work group, give written notice to the Employees of the manner in which the hours of work will be arranged to provide for the one break (including start and end times, and length of breaks), which shall be as follows:
  - Ordinary hours will be worked between 7.00am – 2.30pm with a 20-minute paid break for lunch; or,
  - Ordinary hours will be worked between 7.00am – 2.45pm with a 30-minute paid break for lunch; or

- An earlier or later start time, in accordance with the above principles. For example; 6:00am – 1:30pm with a 20-minute paid break, or; 6:00am – 1:45pm with a 30-minute paid break.
- (c) In deciding which of the above options at (b) to apply to an Employee work group, the Employer will base its decision on the project’s operational requirements and the feasibility of applying a one break arrangement to said project.
- (d) For the avoidance of doubt:
- “Work group” means a group of Employees working on a specific work site to which the Employer intends to apply a one break arrangement.
  - The one break includes the meal break and the rest break.
  - Employees working one break will receive a minimum of 8 ordinary hours of pay for those hours worked in accordance with sub clause (b).
  - Unless provided for elsewhere within this Agreement, overtime rates of pay will only apply to work undertaken before the start time, or after the finishing time, as determined in accordance with this clause.
- (e) An Employer may, at its absolute discretion, terminate a one break arrangement that was set up as per (b) of this clause. In order to terminate such an arrangement, the Employer must provide the particular work group with at least one weeks’ notice of the termination, and reversion to normal working hours.

## **9 Rostered Days Off**

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9.1 RDO Accrual is dealt with in the Hours of Work clause 6.

9.2 RDO Flexibility

- (a) The Employer agrees that RDOs play a very important role in ensuring that:
- (i) Employees have an appropriate work/life balance;
  - (ii) Employees can spend sufficient time with their partners, children and family to ensure that such relationships are healthy and positive;
  - (iii) Employee have time to participate in community organisations or the like.
- The above all assist in improving Employee morale and productivity, as well as improving the society the Employees live in and the Employer operates in.
- (b) Accordingly, the Employer will endeavour to not require the Employees to work on their RDOs.

9.3 **Substitution of RDOs**

- (a) The Employer and an individual Employee, may by agreement, substitute the day the Employee is to take off for another day. Agreement shall not be unreasonably refused, such as in emergency circumstances.
- (i) Any substitute day off must be taken either in the current work cycle or in the next 2 succeeding work cycles unless otherwise agreed. However, such agreement cannot allow for more than 4 substitute days off to accrue.
- (b) Where any Employee is entitled to a day off during the Employee’s work cycle and that day off falls on a public holiday or a shift in which the major portion is on a public holiday, the next working day shall be substituted as the day off unless an alternate day in that work cycle or the next succeeding work cycle is adopted by agreement between the Employer and the Employee.
- (c) A reference to a day or working day shall also be taken as reference to a part day

or part working day as the case may be.

#### 9.4 Payment of RDOs

- (a) Payment of RDOs shall include the daily Travel Allowance, and any applicable Site Allowance as prescribed by this Agreement.
- (b) Payment for RDOs will be made on the basis of time accrued. Where insufficient time has accrued, payment will only be made for the time accrued.
- (c) At no time shall RDOs be cashed out except upon termination of employment.

#### 9.5 Payment of RDOs upon Termination of Employment

- (a) Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlement, and no more, has been provided. This means that Employees then having received more RDOs than they were entitled to will have the relevant amount removed from their final termination payments, and Employees who have received less than their full RDO entitlement will have the outstanding amount added to their final termination payments.

## 10 Shift Work

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### 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

- (a) This subclause 10.2 will only apply to continuous shiftworkers.
- (b) The ordinary hours of continuous shiftworkers must average 36 hours per week inclusive of crib time and must not exceed 144 hours in 28 consecutive days.



- (c) 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

- (a) This subclause 10.3 will apply to shiftworkers not on continuous work.
- (b) The weekly ordinary hours of work must be an average of 36 per week, to be worked in one of the following shift cycles;
  - (i) 36 hours within a period not exceeding seven consecutive calendar days; or
  - (ii) 72 hours within a period not exceeding 14 consecutive calendar days; or
  - (iii) 108 hours within a period not exceeding 21 consecutive calendar days; or
  - (iv) 144 hours within a period not exceeding 28 consecutive days.
- (c) 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) A shift roster must specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (b) 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.
- (c) 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 15% 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 time and

a half for the first two hours thereof and double time thereafter.

- (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 30% 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 time and a half. 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—double time and a half.
- (d) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the Employee to the Sunday or public holiday rate for the shift. However, the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.
- (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 time and a half for the first two hours and double time thereafter.
- (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

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### 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

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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, unless specified differently elsewhere in the Agreement, and all training shall be without loss of pay/entitlements, unless specified differently elsewhere in the Agreement.

## 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 be paid for such

time spent undertaking training, in order to enhance his or her skills and performance on the job.

Where an Employee has undertaken a pre-employment induction for the purpose of, or in the course of, obtaining employment with the Employer on a specific project, such Employee will receive a payment at the ordinary rate for the time spent undertaking the induction.

Reimbursement for pre-employment inductions, on a specific major project, will be capped at 2 hours of ordinary time.

- (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 some 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.

#### 12.7 Apprentice Development Training

- (a) During the life of this Agreement, each Apprentice may be released without loss of pay to attend an Apprentice Drug and Alcohol Education / Family Violence / Suicide Prevention

Training/Awareness Course.

- (b) The course will be a one-day course, conducted by instructors with lived experiences.
- (c) Subject to clause 12.7(a), any training undertaken in accordance with this clause will be at no cost to the Employer.

### **13 Electronic Funds Transfer**

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- (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). Where the Employer is a small business (as defined by the FWA), the Employer may pay wages weekly or fortnightly on any day, Monday to Thursday.
- (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**

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- 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 \$130.00.
  - (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.
- 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**

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### **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**

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### 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**

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### 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.
- (q) However, it is recognised that some deficiencies currently exist with the manner in which examination of electrical mechanics curriculum/coursework is conducted.
- (r) 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.
- (s) 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.
- (d) Where evidence is requested by the Employer, the TAFE Institute/RTO achievement allowance will only be paid to the Apprentice where evidence is provided by the Apprentice that would satisfy a reasonable person of clause 17.5(a).

#### 17.6 Apprentice Ratio to Trades people

The parties to this Agreement recognise the Victorian electrical contracting industry will, during the life of this Agreement, be participating in unprecedented Victorian public infrastructure development. To avoid potential industry skill shortages, the parties agree to maximise the employment of Apprentices in accordance with the following provisions:

- (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 two (2) 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.

## 18 Picnic Day

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If the Employer, and its 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

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### 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):

Period of continuous service	Severance pay
1 year	4 weeks' pay
2 years	6 weeks' pay
3 years	7 weeks' pay
4 years	8 weeks' pay
5 years	10 weeks' pay
6 years	11 weeks' pay
7 years	13 weeks' pay
8 years	14 weeks' pay
9 years	16 weeks' pay
10 years and over	12 weeks' pay

- (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 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

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### 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, upon the expiration of the relevant training) the Employer shall give to the Employee the period of notice specified in the table below, or make payment in lieu thereof.

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

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 end of the notice period).
- (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

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### 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 (or other fund nominated pursuant to clause 22.1(a)), "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

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### 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 a complying Superannuation Fund nominated by the Employee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth). Where an Employee does not nominate a Fund, contributions will be paid into C+BUS industry Superannuation Fund.
- (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% of Ordinary Time Earnings (**OTE**), provided the minimum weekly payment (for other than apprentices) shall be \$165.00 for Grades 1 to 4 (pro-rata for part-time Employees) and \$200.00 for Grade 5 onwards (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
- (f) Contributions are not required for periods Employee of unpaid leave unless otherwise agreed.

## **23 Leave**

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### **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 17.5% 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 17.5% 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 17.5% 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 17.5% 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:

<b>Additional annual leave being accrued for the year</b>	<b>Hours sacrificed/accrued each week</b>
<b>1 week</b>	<b>0.692</b>
<b>2 weeks</b>	<b>1.384</b>
<b>3 weeks</b>	<b>2.077</b>
<b>4 weeks</b>	<b>2.769</b>

- (viii) An agreement, as established in clause 23.1(n)(i) can be terminated at the Employer's discretion by the Employer giving 6 months' notice to the Employee.

## 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) Christmas Day
  - (x) Melbourne Cup Day (or alternate days in regional areas)
  - (xi) Boxing Day; and
  - (xii) 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:

<b>Upon employment</b>	5 days
<b>6 to 12 months employment</b>	5 days accrue progressively
<b>Second and subsequent years</b>	10 days accrue progressively



- (ii) Part Time Employees shall accrue personal/carer's leave on a *pro rata* basis.
  - (iii) An Employee's entitlement to paid personal/carer's 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/carer's 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 as defined in the FWA and is subject to paragraph (b) and for the avoidance of doubt, it does not include voluntary emergency management activity.
- (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.**(permissible 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.
- (c) 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 FWA.

## 24 Tools of Trade

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### 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
- (v) Crimping tool
- (w) Tool box

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

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### 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 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 is:

**Allowance**

Meals	\$60.00 per day
Accommodation	\$120.00 per day
Total Daily	\$ 180.00
Total Weekly	\$ 810.00

- (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 themselves 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**

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

**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 pay as herein provided shall cease from the date of such redemption.

**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:

Basic:	\$10 per week
Intermediate:	\$20 per week
Advanced:	\$30 per week

## 25.16 Personal Electronic Devices

Where an Employer requests and an Employee agrees to download and maintain software on a personal electronic device (such as a mobile phone or tablet), which is primarily for the benefit of the Employer, the Employer commits that such software will not be used for the purpose of timekeeping or tracking the Employee.

## 26 Salary Sacrifice / Packaging

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- 26.1 Employees may elect to sacrifice a proportion of their wages to their 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

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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

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- 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). A decision of the Disputes Board made pursuant to this clause 28.1 must not be inconsistent with the Building Code 2016.

## 29 Income Protection Insurance

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- 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:

	<b>From date of operation of agreement</b>	<b>From 1 October 2022</b>
Tradesperson's rate	\$33.45 per week	\$38.50 per week
For Cover	\$1,600.00	\$1,800.00
Apprentice rate	\$22.95 per week	\$22.95 per week
For Cover	\$1000	\$1000

\* These rates are inclusive of GST and stamp duty.

## **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.

### 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 Discipline and Counselling Procedure**

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- 31.1 The purpose of Counselling and Disciplinary Procedures is to:
- (a) Ensure all Employees are aware of the behaviours and standards expected of them at work.
  - (b) Inform Employees where they are not meeting the behaviours and standards expected of them, and the results of not complying.
  - (c) Provide Employees with the opportunity and support to meet workplace behaviours and standards.
- 31.2 The Employer will ensure to conduct any disciplinary or counselling process in accordance with the principles of procedural fairness and natural justice.

## **32 Specific Arrangements: Workshops**

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### **32.1 Scope and Application**

This clause 32 applies to all work undertaken with the Employer’s Workshop(s) by Employees mainly engaged at the Workshop.

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 of the Agreement, the terms of this clause prevail, to the extent of the inconsistency.

When Employees are not working within the scope of this clause they revert to the other terms of Part A.

### **32.2 Hours of work**

The ordinary hours of work will be 38 hours per week, worked any time between 6.00 am to 6.00 pm Monday to Friday. The hours of work will otherwise be in accordance with Clause 6 of this Part.

### **32.3 Severance**

Employees shall be entitled to the redundancy provisions of the NES.

## **33 Specific Arrangements: Petrochemical Industry**

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### **33.1 Scope and Application**

- (a) This clause applies to all Contract Work and/or Supplementary Labour undertaken by the Employer at Petrochemical Enterprises, as defined in this clause.
- (b) For the purpose of this clause:
  - (i) Contract Work means capital project work within existing plant facilities, major maintenance and/or revamp work, plant modifications and/or shutdown work, minor maintenance and/or repair work including testing

and breakdown maintenance.

Note: For those Employees engaged as 'testers' and who undertake 'testing' duties payment in accordance with the wage rate tables at Appendix A, clause 2.3 of this Agreement will only apply in circumstances where that work is performed for the greater part of the day, that is, 6 or more hours. For any period that is less than 6 hours, payment will be in accordance with the wage rate tables at Appendix A, clause 2.3 of this Agreement.

- (ii) Supplementary Labour means the situation where a client hires Employees from the Employer to work under client direction and control to genuinely supplement or replace client Employees temporarily absent through authorised paid leave. This supplementary labour will be paid in accordance with the wage level for the classification requested by the client as contained in Appendix A, clause 2.3 of this Agreement.
- (iii) Petrochemical Enterprises means:
  - (A) Qenos Olefins, Qenos Elastomers, Qenos Plastics, Qenos Resins, Huntsman Chemical Co., BASF, BHP Methanol, Dow Chemicals, Monsanto, Australian Vinyls, Cabot Australia, Mobil Altona Refinery, Air Liquide & Terminal Sites in Newport/Spotswood as follows; Ampol, Mobil, BP, (including Altona North) and Shell and their successors.
- (iv) **Construction Work exclusion:**
  - (A) This clause shall not apply to:
    - (1) Construction work where a specific site agreement is entered into by the Union in respect of the construction work; or
    - (2) a Building and Construction Project.
- (c) This clause will regulate the wages and conditions of employment for all work performed as outlined in clauses 33.1(a) and (b) above.
- (d) This clause is to operate and be read in conjunction with Part A of this Agreement. Where there is any inconsistency, this clause shall prevail to the extent of the inconsistency.

When Employees are not working within the scope of this clause they revert to the other terms of Part A.

### 33.2 Additional Conditions Of Employment – Petrochemical Industry

#### (a) **Absence from Duty**

An Employee not attending for duty as required shall not be paid for the actual time of non-attendance, unless granted approved leave of absence eg. sick leave.

### 33.3 Wages

- (a) All Employees shall be classified in accordance with the following classification structure and be paid the appropriate all purpose weekly wage rates assigned hereto. The wage rates will increase during the term of this clause on the first full pay period on or after the dates specified in the wage rate table at Appendix A, clause 2.3 of this Agreement.
- (b) The wage rates contained in this table are inclusive of all allowances and components that constitute the gross all-purpose wage including the "A/E" Class Licence allowance and any other all purpose rate used in the petrochemical industry to establish the weekly wage.
- (c) The junior and adult apprentice rates are inclusive of allowances in the

petrochemical industry and the achievement allowance for the respective years of apprenticeship. The achievement allowance component has the same application and is for the same purpose as that applied to apprentice rates in the rest of this Agreement.

(d) **Wage Rate Tables**

As per Appendix A

(e) For the purpose of this clause, a dual trade allowance is calculated as follows (such allowance is included in the wages set out at Appendix A, clause 2.3 of this Agreement):

$$\frac{\text{EW8 weekly all purpose rate} + \text{EW9 weekly all purpose rate}}{2} - \text{EW5 weekly all purpose rate}$$

(For the purposes of this equation, the “EW” rates come from the service wage tables)

(f) Dual Trade Apprentices shall provide the Employer with records of completion of each segment of the training course to be credited with progress toward the completion of the dual trade skills.

(g) On providing evidence of completion of all electrical trade modules and acquiring an “A/E Class” Licence an Employee will be classified at Electrical Worker Grade 5 with corresponding wage rate.

(h) With additional evidence and 6 months after completion of all nominated instrumentation modules an Employee will be classified at Electrical Worker Grade 7 with corresponding wage rate. Twelve months after completion of nominated instrumentation modules an Employee will be classified at the Dual Trade classification.

(i) **Dirty Work Allowance**

Employees engaged on extra dirty work (for example work inside boilers, smoke channels, furnaces, columns and towers which have been opened up as a result of a whole or partial shutdown of a plant or unit), will receive a special disability allowance to compensate them for that work, to be paid at a flat rate per hour worked in accordance with the table below:

<b>Dirty Work Allowance</b>				
<b>From Commencement</b>	<b>From 1/10/21</b>	<b>From 1/10/22</b>	<b>From 1/10/23</b>	<b>From 1/10/24</b>
\$1.39	\$1.40	\$1.45	\$1.49	\$1.53

(j) **Temporary Wiring Allowance**

A flat rate "skills allowance" per week will be paid to electricians while engaged on installation of temporary wiring to amenities or work areas. Employees engaged on these duties will have completed ESV approved accreditation to perform such work. This allowance will be as per the table below:

<b>Temporary Wiring Allowance</b>				
<b>From Commencement</b>	<b>From 1/10/21</b>	<b>From 1/10/22</b>	<b>From 1/10/23</b>	<b>From 1/10/24</b>
\$26.53	\$26.80	\$27.60	\$28.43	\$29.28



### 33.4 Fares And Travel Allowance

- (a) A daily fares and travelling time allowance shall be paid at the rate specified in the table below to an Employee working within the terms of this clause.

Fares & Travel Allowance				
From Commencement	From 1/10/21	From 1/10/22	From 1/10/23	From 1/10/24
\$41.20	\$41.61	\$42.86	\$44.15	\$45.47

- (b) Payment of the allowance shall be subject to the Employee starting and finishing work on the site at the usual starting and finishing times.
- (c) Provided that payment shall not be made for any day on which the Employee is absent from work for any reason.
- (d) The travelling allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave but shall be payable for any day upon which the Employee in accordance with the Employer's requirements works or reports for work or allocation of work.
- (e) The allowance prescribed by clause 33.4(a), shall not be payable on any rostered days off.

### 33.5 Protect Redundancy Fund Contributions

The Employer shall make contributions into the Protect Redundancy Fund on behalf of all Employees (other than apprentices) covered by this clause at the rate specified in Part A, clause 19.6(a)(vi).

### 33.6 Income Protection

- (a) The Employer shall provide income protection insurance in accordance with the provisions of Part A, clause 29.
- (b) Subject to the rules of the income protection insurance provider, an Employee may salary sacrifice an additional weekly 'top up' payment for the purposes of obtaining a higher level of income protection cover to a maximum of \$1800 per week.

### 33.7 Standard Working Hours, Rostered Days Off And Overtime

#### (a) Hours of Work

Employees engaged under this clause shall observe a standard working week of 35 hours. This shall be worked to provide on average an ordinary day of 7 hours and 47 minutes over a 9 day fortnight continuously except for meal breaks at the discretion of the Employer.

#### (b) Rostered Days Off

- (i) Employees may be requested and may request to transfer their rostered day off to suit the client's requirements. This shall be arranged by mutual agreement.
- (ii) Up to five RDOs may be banked to be taken at a time agreed between the Employee and Employer.

#### (c) Rostered Days Off During Planned Shutdown/Turnaround

- (i) A planned Shutdown/Turnaround is generally classified as being a planned Shutdown of a section of a Refinery to carry out maintenance work which cannot be undertaken on stream.
- (ii) A Shutdown/Turnaround is scheduled at routine intervals on the basis of

risk based analysis, inspection requirements, insurance requirements or overhaul needs.

- (iii) A planned Shutdown/Turnaround is generally of work scope in excess of 10000 hours.
- (iv) Casual Employees terminated before or at completion of the shutdown/turnaround who have RDO accruals will have the accruals paid at the ordinary time rate (casual rates) on the termination.
- (v) On completion of the shutdown/turnaround the RDO programme will immediately revert to the programme and practice that existed before the shutdown/turnaround commenced ie the next scheduled RDO will be recognised according to the normal flexible workplace practice.
- (vi) All details showing forecast RDOs and the practice to be followed during shutdown/turnarounds is to be clearly outlined and communicated to casual labour at the time of offer of employment.
- (vii) Outside planned shutdowns/turnarounds the existing flexible approach to RDO practice will continue.

(d) **Overtime**

(i) **Rest Break On Overtime**

- (A) An Employee working overtime must be allowed a rest period of 20 minutes without deduction of pay after each four hours of overtime worked if the Employee is to continue work after the rest break.
- (B) Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off, the first rest break will be paid at the Employee's ordinary rate of pay.
- (C) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an Employee, before starting the overtime is entitled to a meal break of 20 minutes to be paid at ordinary rates.
- (D) Provided that on a Monday to Friday, except during shutdowns, when it is previously planned (at least 24 hours in advance) to work two (2) hours overtime, work in the afternoon will continue until the completion of the overtime and in addition to the overtime worked a 20 minute rest break will be paid at time and a half rates. When it is expected to work more than 2 hours overtime for the day the rest break will be taken at the normal cessation of ordinary hours and be paid at ordinary time.
- (E) The Employer and an Employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the Employer is not required to make any payment in excess of what would otherwise be required under this subclause.

33.8 **Annual Leave**

(a) **Loading on Annual Leave**

During a period of annual leave an Employee covered by this clause shall receive a loading of 22.5% calculated on the all-purpose rate of wage prescribed by Appendix A, clause 2.3 of this Agreement.

33.9 **Picnic Day**

Employees engaged to perform work at the Qenos and Mobil refinery sites shall be entitled to attend Picnic Day without loss of pay provided that proof 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.

### 33.10 **Protective Clothing**

As a minimum entitlement each weekly hire Employee will be issued with those items of protective clothing identified in Part A clause 14 of this Agreement. Provided that at workplaces where the client requires an increased provision in respect to quantity or specification then the increases provision will apply in accordance with such workplace requirements and conditions.

## **34 Specific Arrangements: Additional Mobil Specific Terms**

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### 34.1 **Mobil Specific Terms**

- (a) The following terms in this clause shall apply exclusively to work within the coverage of clause 32 on all Mobil sites that are Petrochemical Enterprises as defined.
- (b) The following clauses shall operate and be read in conjunction with clause 31 and the terms of Part A. Where there is any inconsistency, this clause shall prevail to the extent of the inconsistency.

### 34.2 **Smoking Policy**

- (a) Employees are prohibited from smoking within the refinery boundary except on those areas which are clearly marked as "Smoking Permitted". Members of individual crews must only smoke in the shelter designated by their supervisor.
- (b) The Employees will accept and support any refinery wide practice which limits or eliminates smoking in the refinery with the proviso that the Employer shall provide the Employee with all counselling, support and assistance required to achieve this aim.

### 34.3 **Performance Based Payment**

#### (a) **Performance Based Payment - Weekly Employees Only**

- (i) For weekly Employees at Mobil Altona Refinery a Performance Based Payment calculated in accordance with refinery KPI measures to a maximum \$1800.00 per annum will be provided. The payment will be made relative to the Employees ordinary hours worked in the measuring period at June and December each year (\$900.00 each 6 months) in accordance with the measures discussed with Employees and approved by the Alliance Manager or equivalent Manager.

Note: The monetary amounts above maybe reviewed by the parties during the life of this Agreement.

- (ii) Other work locations will be subject to KPI's and benefits implemented for individual plants.
- (iii) NB: For the purpose of this sub-clause time spent on paid leave(s) other than annual leave and time on Workers Compensation is not counted as ordinary hours worked.

### 34.4 **Allowances**

#### (a) **Leading Hand**

- (i) Employees nominated as Leading Hands will, in addition to their current Electrical Worker wage rate be paid the all purpose hourly rate contained in the table below.

Leading Hand				
From Commencement	From 1/10/21	From 1/10/22	From 1/10/23	From 1/10/24
\$3.14	\$3.17	\$3.27	\$3.36	\$3.47

(ii) At specific times and for designated periods only, Employees will be nominated to act in the capacity of Leading Hand to assist Team Leaders and Supervisors in organising work and leading small work crews. The commencement and cessation of such nomination will be advised in writing to the Employee concerned.

(b) **Team Leader**

(i) Employees nominated as Team leaders will, in addition to their current Electrical Worker wage rate be paid the all purpose hourly rate contained in the table below.

Team Leader				
From Commencement	From 1/10/21	From 1/10/22	From 1/10/23	From 1/10/24
\$7.52	\$7.60	\$7.82	\$8.06	\$8.30

(ii) At specific times and for designated periods only, Employees will be nominated to act in the capacity of Team Leader to assist supervisors in organising work and leading small work crews. The commencement and cessation of such nomination will be advised in writing to the Employee concerned.

**34.5 Public Holidays**

- (a) In addition to the public holidays listed in Part A, clause 23.2 of this Agreement an Employee will be entitled to Easter Tuesday as a paid public holiday.
- (b) A casual Employee required to work on a public holiday shall be paid double time for the ordinary hours for the day (ie. 8 hours on an 8 hour day or 8.5 hours on an 8.5 hour day) and double time and a half for all time outside those hours.
- (c) Easter Monday and Anzac day fall on the same day in 2011. The Employees shall be entitled to a public holiday on the Monday, Tuesday (Easter Tuesday) and Wednesday (as a substitute for the additional public holiday). In future years, if this anomaly occurs, the parties agree to apply the same approach to the situation. The parties agree that client requirements and operational considerations will be taken into account in the implementation and operation of this clause.

**34.6 Induction**

- (a) All Employees before commencing work on the site, must attend and successfully complete a Site Induction Programme on safety rules and regulations, site rules and this Agreement.
- (b) The programme will be conducted at a central location by the Employer. The Employer reserves the right to alter the duration of the programme and to conduct further induction and/or refresher programmes.
- (c) After successful completion of the Site Induction Programme, each Employee shall be issued with a Site Identification Pass which will allow entry to and exit from the site.
- (d) The pass will bear a photograph of the Employee together with his/her job classification and the Employer's name.

- (e) Should an Employee lose his/her Site Identification Pass he/she must immediately notify the Employer who will in turn immediately notify the Client. A cost may be incurred by the Employee for replacement of the pass.
- (f) Casual Employees will be paid at normal time rate including casual loading for actual time spent attending inductions and will also be paid the daily fares and travel allowance. No Protect payments will be made for attendance at inductions.

#### 34.7 Site Safety Practices

- (a) All persons on site will be required to conform to the Site Safety Practices as outlined in the Site Safety Booklet and all relevant safety statutes under State Government legislation. Occupational Health & Safety Regulations shall be strictly observed on site.
- (b) The Employer will supply safety helmets, work gloves, eye protection, and such other necessary equipment as and when required. It is a condition of employment that this protective equipment shall be worn on site. Employees shall at all times on site, wear appropriate safety footwear.
- (c) Smoking is not permitted on site except in those areas which are clearly marked as "Smoking Permitted." Any Employee who disregards this requirement shall be subject to disciplinary action. Members of the crew must only smoke in the shelter designated by their supervisor.
- (d) In an effort to improve productivity and health and safety procedures Employees will accept and support any plant wide practice which limits or eliminates smoking in the plant. The Employer must provide counselling and training programs, or other appropriate assistance if required.
- (e) It is forbidden to consume, carry or be under the influence of intoxicating liquor and or non-prescribed drugs within the boundary of any work area covered by this clause. Failure to observe this requirement will result in disciplinary action.
- (f) Employees must use the most direct route from an entry/gate to their time clock facility and to their work site and crib facility. In doing so, they may only walk along internal roadways and in no circumstances can they enter or walk through other operating units.
- (g) All Employees shall whenever necessary use the toilet, washing and crib facilities provided.
- (h) The Job Safety Analysis Process is a critical input into the Plant Safety processes.
  - (i) Where the Job Safety Analysis or Plant permit process deems that certain personal protection equipment and/or safety equipment is required, to carry out work, this requirement must be complied with.
  - (ii) Refusal to wear the specified equipment will result in the company disciplinary procedures applying and may result in instant dismissal.
- (i) Any matters that arise in relation to safety and hazards in the workplace will be resolved using the disputes procedure in this Agreement.

#### 34.8 Inclement Weather

- (a) "Inclement Weather" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like), by virtue of which it is either unsafe and/or unreasonable for Employees to continue working when exposed to this weather.
- (b) It is agreed that in the event of wet weather, work in the open should continue until the particular work in hand can no longer be done safely and efficiently.
- (c) During periods of rain, consultation will be held between the parties concerned with a view to reaching agreement to continue work. On reaching agreement, steps will be taken to ensure that work can continue in a safe and secure manner. This could

include the erection of temporary cover (such as tarpaulins) and the wearing of protective clothing. Similarly, where necessary, Employees will walk to and between covered areas to progress the work.

- (d) In all cases, consideration will be given to ensuring that a safe workplace is provided and safe systems of work are employed.
- (e) The issue of inclement weather will be discussed with new Employees during the induction programme so that they understand the following requirements:
  - (i) Should a portion of work be affected by inclement weather, all other Employees not so affected will continue working, even if some Employees may be entitled to cease work due to the inclement conditions.
  - (ii) If a portion of work is affected by inclement weather, Employees may be transferred to another work location under cover on the site or to another site not affected by the inclement weather, or be provided with temporary cover for the existing work location.
  - (iii) The Employer will not require Employees to work in the open in the rain except where the need arises to maintain the safety of personnel and plant. However, the Employer will require Employees to work in the open in conditions other than heavy rain provided that the work can be performed safely. In these circumstances, the Employer will provide appropriate wet weather clothing.
  - (iv) For those who are required to continue work in the open, while the work of other Employees is suspended because of rain, a rate of time and one half ordinary time rates will be paid.
  - (v) Employees will wear the appropriate wet weather gear, supplied by the Employer, to enable them to walk in the rain to any place where they can work under cover, as directed by their supervisor.
  - (vi) If Employees have ceased work due to inclement weather and it continues to prevent work at the site, Employees will either remain on site or they may be transferred to another suitable location for training, (Occupational Health & Safety, skills training etc.) or other activities.
  - (vii) Except in accordance with the procedure provided later in this clause, an Employee shall not be entitled to payment for time lost during heavy rain and/or other climatic conditions as provided for in this clause unless he/she remains on the job and is available for work at the Employers' direction.
- (f) For the purpose of a planned turnaround/shutdown the following shall apply in the event the scheduled turnaround/shutdown overtime is cancelled due to inclement weather:-
  - (i) When the decision to cancel overtime is made at 2.30pm:-
    - (A) Employees working in the open shall be advised and may elect to leave site and be paid the balance of ordinary time hours for the day, or,
    - (B) remain in crib sheds until the nominated time for ceasing work and be paid at appropriate rates and allowances. Employees shall return to work within that time if circumstances allow.
  - (ii) If the decision to cancel overtime is made after 2.30pm Employees working in the open shall have the option of:-
    - (A) Leaving site and being paid appropriate rates and applicable allowances to the next complete hour, or,
    - (B) Remaining in the crib sheds until the nominated time for ceasing work and being paid appropriate rates and allowances. Employees

shall return to work within that time if circumstances allow.

- (iii) The above procedure shall be followed during periods of night shift with the corresponding notice time applying on the respective shift.
- (g) The parties agree there shall be no unilateral automatic cessation of work in hot weather. The Employer's heat stress policy shall be adopted. Dependent on circumstances and the job in hand, Employees may be relocated to other work or may request a short break for respite from the heat from their immediate supervisor if the need arises.

#### 34.9 Consultative Committee

- (a) To assist in creating a stable and co-operative environment for the project, a consultative committee has been established which shall operate in accordance with its charter. It is not the objective of parties to this clause that the committee would over-ride the function and responsibilities of management or unions.
- (b) **Functions of the Committee**
  - (i) To increase understanding of the Employer's objectives and plans and to promote a more co-operative approach to resolving problems within the site.
  - (ii) To identify problems and work co-operatively to develop solutions in all areas of the site.
  - (iii) To promote improved industrial relations through consultation and discussion with a view to minimising unnecessary lost time through industrial disputation.
  - (iv) To consult and consider efficient means to improve safety, quality assurance and the environmental effects of the site.
  - (v) To manage the ongoing implementation of a consultative mechanism and procedures for restructuring the enterprise to increase efficiency, productivity and competitiveness of the plant. To enhance the career opportunities through training of Employees on the site.
- (c) The committee shall consist of the following representation:
  - (i) Two Employees engaged on work covered by this clause.
  - (ii) Equal numbers of management representatives including the Project Manager or his nominee.

#### 34.10 Safety, Occupational Health and Environment

- (a) The OHS Act, its regulations and associated safety legislation will apply. In support of this, all Employees will participate in the following:
  - (i) consistently carrying out housekeeping so that the site is maintained in a clean and reasonable condition;
  - (ii) exercises in emergency procedures;
  - (iii) safety training programmes, including a detailed induction on refinery and project safety procedures;
  - (iv) safety audits;
  - (v) usual incident/injury report and follow-up;
  - (vi) other related safety procedures and activities.
- (b) The Employer will maintain a register of chemicals and other hazardous substances, including insulation, through the refinery Material Safety Data Sheet system.

#### 34.11 Tool Box Meetings

- (a) "Tool Box" meetings will be held weekly for the purpose of discussing any matter concerning the general welfare of Employees on site. Each meeting will be conducted by the individual supervisors and will involve each member of his immediate work crew.
- (b) Matters arising from the meetings, if not resolved at the time, will be processed through the Employer's works superintendent and involve those personnel required to finalise the business expeditiously.

#### 34.12 Shutdowns and Turnarounds

A summary of the terms and conditions of employment to apply during each shutdown and turnaround shall be made known to all Employees at the commencement of each shutdown and turnaround in accordance with the provisions of clause 34.6.

#### 34.13 Rest Break on Overtime

The provisions of clause 33.7(d)(i) also apply to Mobil sites.

#### 34.14 Meal Allowance

- (a) An Employee is entitled to a meal allowance of the amount in Appendix A on each occasion that the Employee is entitled to a rest break in accordance with clause 34.13 except in the following circumstances:
  - (i) if the Employee was notified on the previous day (if a day worker) or rostered shift (if a shift worker) or earlier that they would be required to work such overtime; or
  - (ii) if the Employee lives in the same locality as the enterprise and could reasonably return home for meals.
- (b) If an Employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.

#### 34.15 Shift Work

- (a) Employees engaged on shift work are to be paid the following additional allowances as the relevant shift penalty.
- (b) **Afternoon Shift**
  - (i) Afternoon Shift is any shift where the normal ceasing time is later than 6.00 p.m. but not later than midnight.
  - (ii) The additional loading for ordinary hours only shall be twenty-five percent (25%) of the all purpose rate applying to the Employees' classification.
- (c) **Night Shift**
  - (i) Night Shift is any shift where the normal ceasing time is later than midnight but prior to 8.00 a.m.
  - (ii) The additional loading for ordinary hours only shall be fifty percent (50%) of the all purpose rate applying to the Employees' classification.
- (d) **Broken Shift**
  - (i) A broken shift is any shift that does not continue for five (5) consecutive working days Monday to Friday.
  - (ii) All hours worked on broken shifts shall be paid at the rate of time and a half for the first two hours and double time thereafter, except where the reasons



for a broken shift eventuating are as a result of Employee actions or reasons.

- (iii) The observance of a holiday or RDO in any week shall not be regarded as a break in continuity for the purpose of this subclause.

#### 34.16 Personal Protective Clothing

Further to the provisions of clause 33.10, weekly hire Employees engaged to perform work at the Mobil Altona refinery will be issued with five pair of work socks. An additional five pair will be provided at the anniversary of their commencement date each year, but neither issue will be replaced on a fair wear and tear basis.

## 35 Specific Arrangements: Geelong Refinery

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### 35.1 Scope and Application

This clause applies to work at the Geelong Refinery, Refinery Road, Corio in Victoria (for clarity, this also includes the work performed at the site in respect of the operations conducted by LyondellBasell 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.

### 35.2 Apprentice Wages

Apprentice wages shall be based on the following relativities and are specified in the wage rate schedules in Appendix A.

#### Year

Apprentice Year 1	AP1	42%
Apprentice Year 2	AP2	55%
Apprentice Year 3	AP3	75%
Apprentice Year 4	AP4	88%

### 35.3 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) Where the 48 hours of notice cannot be applied, in addition to accrued entitlements (i.e. leave accrued cannot then be discharged by payment in lieu) the Employee shall be paid for work performed in ordinary hours on the originally programmed RDO at Saturday overtime rates.
- (C) 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.
- (D) 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:

7.30am	Commencement of work
10.00am	Rest Break
10.10am	
12.30pm	Lunch break, unpaid
1.00pm	
3.37pm	Completion of ordinary hours but paid to 3.47pm in recognition of previous procedures regarding afternoon crib break arrangement.

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 35.3(i) are satisfied.

(f) **Saturdays/Sunday**

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 in all, including walking time from the Employee's place of work to the point where the break is taken and return.

(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.

35.4 **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
  - Easter Tuesday
  - Anzac Day
  - Labour Day
  - Birthday of the Sovereign
  - Geelong Show ½ Day
  - Christmas Day
  - Boxing Day
  - Melbourne Cup (Geelong Cup)
- (ii) Provided that another day may be taken as a holiday by arrangement between the Employer and the affected Employees 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.

35.5 **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.

## 35.6 Protective Clothing

### (a) Overalls

- (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.

### (c) Socks

Each weekly hired Employee will, after the expiration of two weeks from the date of commencement of employment at the Refinery be supplied with 5 pairs of socks by the Employer replaced on a fair wear and tear basis.

## 35.7 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.

## 35.8 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
    - Instrument Tradesperson level 1
    - Refrigeration/Air conditioning tradesperson level 1
    - Linesperson/Cable jointer level 1
  - (iii) Definitions applying to this grade of worker prior to 5th October 1990:
    - Cable jointer
    - Electrical mechanic
    - Electrical fitter
    - Linesman tradesperson
    - Alarm security tester grade 3
    - Alarm security technician grade 1
    - Electronic serviceperson grade 1
    - Television/radio/electronic serviceperson grade 1
    - Appliance serviceperson



- Refrigeration mechanic or serviceperson class 1

(f) **RW 5**

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

- (i) Has successfully completed 2 appropriate training modules or 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 modules NUEH001, NUEH002, and NUEH003 of the Nationally Accredited Course from AS/NZS 4761.2 and has had at least 6 months experience working on the site.
- (iii) 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
- (iv) Definitions applying to this grade of worker prior to 5 October 1990:
  - Alarm/Security Technician Grade 2
  - Electronic Serviceperson Grade 2
  - Television/Radio/Electronic Serviceperson grade 2
  - Instrument Tradesperson
  - Refrigeration Mechanic or Serviceperson class 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 the 3 modules and site experience specified for RW5 and additional modules NUEH004 and NUEH014 and have had at least 12 months experience on site.
- (iv) 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
- (v) Definitions applying to this grade of worker prior to 5 October 1990:

- Electrician Special class
- Alarm/Security Technician grade 3
- Electronic Serviceperson grade 3
- Television/radio/Electronic Serviceperson grade 3
- Refrigeration Mechanic or Serviceperson class 3

(h) **RW 7**

A Refinery Worker 7 is a Refinery Worker 4 who has successfully completed a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate 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) **RW 8**

A Refinery Worker 8 is a Refinery Worker 4 who has successfully completed an appropriate Advanced Certificate or its formal equivalent and is employed to use the skills acquired through the training and/or experience specified.

(i) 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

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

- Electronic Tradesperson grade 2
- Alarm/Security Technician grade 4
- Electronic Serviceperson grade 4
- Television/Radio/Electronic Serviceperson grade 4

(k) **RW 9**

A Refinery Worker 9 is a Refinery Worker 4 who has successfully completed an appropriate Associate Diploma or its formal equivalent and is employed to use the skills acquired through the training and/or experience specified.

(i) 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

(ii) Definitions applying to this grade of worker prior to 5 October 1990.

- Electronic Serviceperson grade 3

### 35.9 Wages

Employees will be paid the all-purpose weekly rate of pay specified in Appendix A for the relevant classification.

## **36 Specific Arrangements: Australian Paper Maryvale Mill and the Latrobe Valley Power Industry sites**

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### **36.1 Scope and Application**

- (a) This clause applies to electrical and instrumentation work undertaken in the Australian Paper Maryvale Mill and the Latrobe Valley Power Industry sites.
- (b) This clause shall be read in conjunction with the applicable provisions in the rest of this Agreement. Where this clause is inconsistent with the applicable provisions in the rest of this Agreement, this clause shall prevail to the extent of the inconsistency.

### **36.2 Hours of Work**

- (a) The Latrobe Valley Power Industry sites ordinary hours of work will be an average of thirty-six hours per week worked any time between 6:00 am to 6:00 pm Monday to Friday.
- (b) The Australian Paper Maryvale Mill ordinary hours of work will be an average of thirty-five hours per week worked any time between 6:00 am to 6:00 pm Monday to Friday.

### **36.3 R.D.O Flexibility**

- (a) There shall be flexibility in taking rostered days off against the principle of balancing the needs of the Employee and the Employer.
- (b) This flexibility will be arranged at the Employer level by agreement between the Employer and the majority of Employees concerned.
- (c) It is recognised by the parties that job creation and quality of life is vital to Employees and the Electrical and Communications Contracting Industry therefore flexibility in taking RDOs may be achieved by the Employer and an Employee(s) agreeing to change their RDOs to another mutually convenient day.
- (d) When working on Building and Construction Projects or Metal Engineering Constructions Projects or other sites with shorter hour's agreements, Employees shall accrue time towards and observe RDOs in accordance with the applicable terms in Part B of this Agreement or the relevant agreement.
- (e) Where an Employee ceases employment and has an RDO accrual, that accrual will be paid out at double time.

### **36.4 Latrobe Valley Power Industry sites Hourly Rate Divisor.**

- (a) The hourly rate for the purposes of the calculation of overtime is the weekly Gross All Purpose Wage Rate divided by 36-hour per week.

### **36.5 Australian Paper Maryvale Mill site Hourly Rate Divisor.**

- (a) The hourly rate for the purposes of the calculation of overtime is the weekly Gross All Purpose Wage Rate divided by 35-hour per week.

### **36.6 Maryvale Contract Performance (MCP) Allowance (All Purpose) for Australian Paper Maryvale Mill site.**

- (a) The MCP allowance shall be paid for all purpose and shall be deemed to include compensation for the following factors:
- (b) All disabilities associated with the performance of work which are not covered by an Award, this Agreement or Determination.
- (c) All disabilities associated with an Award, this Agreement or Determination including special rates for wet work, dirty work, confined spaces, insulation etc.

- (d) The allowance shall be operative from the first full pay period commencing on or after the date indicated in each row:

<b>MCP Allowance (per hour)</b>				
<b>From Commencement</b>	<b>From 1/10/21</b>	<b>From 1/10/22</b>	<b>From 1/10/23</b>	<b>From 1/10/24</b>
\$4.04	\$4.08	\$4.20	\$4.33	\$4.46

**36.7 Fares and Travel Allowance for Australian Paper Maryvale Mill site.**

- (a) In lieu of the fares and travel allowance provisions contained within the rest of this Agreement, a daily fares and travel allowance shall be paid for each day worked at Maryvale, including Rostered Days Off as follows,

<b>MCP Fares &amp; Travel Allowance</b>				
<b>From Commencement</b>	<b>From 1/10/21</b>	<b>From 1/10/22</b>	<b>From 1/10/23</b>	<b>From 1/10/24</b>
\$41.89	\$42.31	\$43.58	\$44.89	\$46.23

**36.8 Living Away From Home Allowance for Australian Paper Maryvale Mill and Latrobe Valley Power Industry sites.**

- (a) Employees engaged by the company on the Australian Paper Maryvale site and/or the Latrobe Valley Power Industry sites who reside on a permanent basis outside of a 100km radius of the site they are employed at, will be paid the Living Away From Home Allowance as contained in Part A of this Agreement.

**36.9 Shift work for Australian Paper Maryvale Mill site.**

- (a) Temporary shift work of more than five days shall be paid a shift loading of 50% for afternoon and night shifts in lieu of the shift loadings contained in Part A of this Agreement. Day shift shall be paid for at ordinary rates.

Shift work of less than five (5) days duration

- (b) Day Shift - Ordinary Rates
- (c) Afternoon Shift - double time
- (d) Night Shift - double time
- (e) Shift work Saturday and Sunday
  - (i) Saturday - All double time
  - (ii) Sunday - All double time

**36.10 Shift work for Latrobe Valley Power Industry sites.**

- (a) An Employee during the first seven ordinary (7) days of an Employee's roster shall be paid a shift loading of 100% for each afternoon or night shift actually worked and 30% for each afternoon or night shift actually worked thereafter. For rotating shifts, this is also applicable for Employees moving from day work to night shift or afternoon shift.
- (b) Where an Employee(s) are required to work overtime and that overtime is for the purposes of interfacing with afternoon or night shift and then the overtime worked by those Employee(s) will be paid at the rate of double time.

**36.11 Public Holidays and Easter Tuesday for Australian Paper Maryvale Mill and Latrobe Valley Power Industry sites.**

**Public Holidays will be granted as follows: -**

- (a) New Years Day
- (b) Australia Day
- (c) Labour Day
- (d) Good Friday
- (e) Easter Monday
- (f) Easter Tuesday (in lieu of Easter Saturday)
- (g) Anzac Day
- (h) Queen's Birthday
- (i) Melbourne Cup Day
- (j) Boxing Day
- (k) Christmas Day

Easter Tuesday shall be observed as a Public Holiday in lieu of Easter Saturday and any work performed on Easter Saturday shall be paid at ordinary Saturday penalty rates.

Should Christmas Day, Boxing Day, New Years Day, Australia Day or ANZAC day fall on a weekend, the following Monday, or other day as agreed shall be taken in lieu.

**36.12 Picnic Day for Australian Paper Maryvale Mill and Latrobe Valley Power Industry sites.**

Picnic Day for all Employees is the first Monday in December (including casuals employed on the Friday or weekend prior to and or the day after Picnic day).

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.

**36.13 Overtime, meal Breaks and Crib time for Australian Paper Maryvale Mill and Latrobe Valley Power Industry sites.**

**(a) Overtime:**

- (i) For all hours outside ordinary hours (Monday to Saturday), the rate of pay shall be double time.
- (ii) Double time shall be paid for work done on a Sunday and double time & half for all work done on a Public Holiday.

**(b) Meal Breaks**

- (i) Crib breaks will be for a period of fifteen (15) minutes nominally (inclusive of washing time) to be taken at 9.45am to 10.00am, but may be altered by agreement to meet the requirements of the works program.
- (ii) Meal Breaks shall be for a period of thirty (30) minutes nominally commencing at 12.30pm. The time during which a meal is taken may be varied to meet special work conditions and to meet work program requirements.
- (iii) A five (5) minute wash up period will be available immediately prior to the meal break period.

(c) **Crib time**

- (i) When an Employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, he/she shall be allowed to take, without deduction of pay, a crib time of twenty minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, he/she shall be allowed to take also, without deduction of pay, a crib time of 30 minutes in duration.
- (ii) In the event of an Employee remaining at work after the usual ceasing time without taking the crib time of twenty minutes and continuing at work for a period of two hours or more, he/she shall be regarded as having worked twenty minutes more than the time worked and be paid accordingly.

**36.14 Severance for Australian Paper Maryvale Mill.**

- (a) Severance shall be paid at the following rates per hour worked (flat) for all hours worked, with a minimum payment as shown per week for all Employees including casual Employees.
- (b) Payments are also applicable during the periods referred to in the severance clause in Part A of this Agreement.

<b>Date</b>	<b>Weekly</b>	<b>Hourly</b>
From Commencement	\$130.00	\$3.71
1 <sup>st</sup> July 2022	\$135.00	\$3.86
1 <sup>st</sup> July 2023	\$140.00	\$4.00
1 <sup>st</sup> July 2024	\$145.00	\$4.14

- (c) This payment shall be paid into "Protect".

**36.15 Severance for the Latrobe Valley Power Industry sites**

- (a) For all Employees working in Latrobe Valley Power Industry sites, contributions will be at the following rates:

<b>Date</b>	<b>Weekly</b>
From Commencement	\$130.00
1 <sup>st</sup> April 2022	\$135.00
1 <sup>st</sup> April 2023	\$140.00
1 <sup>st</sup> April 2024	\$145.00

- (b) Payments are also applicable during the periods referred to in the severance clause in Part A of this Agreement.
- (c) This payment shall be paid into "Protect".

**36.16 Latrobe Valley Power Industry (Generation) Allowances**

- (a) Mine Outage Allowance

- (i) The following outage allowance will be paid per hour (all purpose) whenever a machine is tressed or the main slew ball path is replaced, and will apply to work performed on the relevant plant or dredger only. The outage allowance is payable for the total scope identified for that outage. Outages do not attract pre or post outage allowance.
- (ii) Mobilisation of huts, supply and connection services, procurement, preparation and delivery of materials, planning and overhaul works, do attract the allowance for 2 weeks pre-outage and 1 week post outage work.

<b>Date Payable From</b>	<b>Mine Allowance</b>
<b>From Commencement</b>	\$2.91 per hour
<b>1<sup>st</sup> April 2022</b>	\$3.00 per hour
<b>1<sup>st</sup> April 2023</b>	\$3.09 per hour
<b>1<sup>st</sup> April 2024</b>	\$3.18 per hour

(b) Power Station Allowance

- (i) The following outage allowance for planned major outage work will be paid per hour (all purpose) for the period of the outage for work performed on the relevant unit only. 2 weeks pre-outage and 1 week post outage work shall attract the outage allowance for specified works only.
- (ii) Mobilisation of huts, supply and connection services, procurement, preparation and delivery of materials, planning and overhaul works, do attract the allowance for 2 weeks pre-outage and 1 week post outage work.

<b>Date Payable From</b>	<b>Power Station Allowance</b>
<b>From Commencement</b>	\$2.23 per hour
<b>1<sup>st</sup> April 2022</b>	\$2.30 per hour
<b>1<sup>st</sup> April 2023</b>	\$2.37 per hour
<b>1<sup>st</sup> April 2024</b>	\$2.44 per hour

(c) Mine Conveyors Project Allowance

- (i) A Mine Conveyors Project Allowance is paid for each hour worked, on an all-purpose basis. The allowance shall be for all work performed on the installation and refurbishment of new or altering existing conveyors within the mine(s) and shall be operative from the first full pay period commencing on or after the date indicated in each row:

<b>Date Payable From</b>	<b>Mine Conveyors Project Allowance</b>
<b>From Commencement</b>	\$6.39 per hour
<b>1<sup>st</sup> April 2022</b>	\$6.58 per hour
<b>1<sup>st</sup> April 2023</b>	\$6.78 per hour

<b>1<sup>st</sup> April 2024</b>	\$6.98 per hour
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(d) Precipitator Allowance – Power Stations

(i) A Precipitator Allowance will be paid when an Employee performs this work in the circumstances below. In such cases, the allowance is paid for each hour worked, on an all-purpose basis. The allowance shall be operative from the first full pay period commencing on or after the date indicated in each row:

(ii) Preassembly and installation of new precipitator

<b>Date Payable From</b>	<b>\$ (gross) per hour</b>
<b>From Commencement</b>	\$6.39 per hour
<b>1<sup>st</sup> April 2022</b>	\$6.58 per hour
<b>1<sup>st</sup> April 2023</b>	\$6.78 per hour
<b>1<sup>st</sup> April 2024</b>	\$6.98 per hour

(e) Refurbishment of existing precipitator

<b>Date Payable From</b>	<b>\$ (gross) per hour</b>
<b>From Commencement</b>	\$2.60 per hour
<b>1<sup>st</sup> April 2022</b>	\$2.68 per hour
<b>1<sup>st</sup> April 2023</b>	\$2.76 per hour
<b>1<sup>st</sup> April 2024</b>	\$2.84 per hour

(f) Stack Allowance (Chimney)

(i) Where applicable, a stack allowance (flat) shall be paid on an incidence basis only.

<b>Height</b>	<b>Per Hour</b>
150 – 165ft	\$5.99
165 – 180ft	\$6.06
180 – 195ft	\$7.22
195 – 210ft	\$7.80
210 – 225ft	\$8.45
225 – 240ft	\$8.87
240 – 270ft	\$9.68
Above – 270 ft	\$10.26

(ii) This allowance will increase in line with the wages increases for General Rates (Service Maintenance Installation) in Part A as follows:

- (A) By 1% from 1 October 2021;
- (B) 3% from 1 October 2022;
- (C) 3% from 1 October 2023;
- (D) 3% from 1 October 2024.



**36.17 Casuals - Latrobe Valley, Australian Paper Maryvale Mill and Latrobe Valley Power Industry sites**

- (a) This clause only applies to casual Employee/s undertaking work in the Latrobe Valley, Australian Paper Maryvale Mill and the Latrobe Valley Power Industry sites. A casual Employee is one engaged and paid as such. A casual Employee for working ordinary time shall be paid an hourly rate on the basis of hourly rate prescribed in this agreement for the work classification plus a casual loading of 25%.
- (b) A casual Employee shall be employed for a minimum of 1 day and given a minimum of 1 hour notice of termination.
- (c) A casual Employee will be given 12 hours' notice of the cancellation of work or 4 hours' pay. In the event of 6 hours' or less notice of cancellation of work being given, a casual Employee will be entitled to 8 hours' pay.

**36.18 Latrobe Valley Power Industry sites Wages.**

- (a) The wages specified in Appendix A of this Agreement apply to Employee(s) undertaken electrical and instrumentation work in the Latrobe Valley Power Industry sites.

**36.19 Australian Paper Maryvale Mill Wages.**

- (a) The wages specified in Appendix A of this Agreement are used to determining the hourly rate for each grade level (EW) for Employee(s) undertaking electrical and instrumentation work at the Australian Paper Maryvale Mill by the Gross all-purpose weekly rate of Appendix A being divided by 35.

## APPENDIX A - WAGE RATES AND ALLOWANCES

### 1 Method for determining wage rates

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#### 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

Grade EW	Minimum Weekly Payment	Industry Allowance	Tool Allowance	Gross All-Purpose Wage Supervised Licence		"A" Class Licence Allowance	Gross All-Purpose Wage "A" Class Licence	
				per week	per hour		per week	per hour
5	1,187.77	74.26	35.72	1,297.75	36.05	51.87	1,349.62	37.49

### 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 General rates - Service Maintenance Installation (i.e. Non-Construction)

#### (a) General Rates (Service Maintenance Installation)

Grade EW	From Commencement				From 1 Oct 2021				From Oct 2022			
	"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"	
	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week
1			45.94	1653.9			46.40	1670.44			47.79	1720.55
2			47.92	1724.97			48.40	1742.22			49.85	1794.49
3			49.89	1796.15			50.39	1814.11			51.90	1868.53
4			51.87	1867.21			52.39	1885.88			53.96	1942.46
5	57.58	2072.91	55.37	1993.24	58.16	2093.64	55.92	2013.17	59.90	2156.45	57.60	2073.57
6	59.56	2144.07	57.34	2064.39	60.15	2165.51	57.92	2085.03	61.96	2230.48	59.66	2147.58
7	63.51	2286.31	61.3	2206.63	64.14	2309.17	61.91	2228.70	66.07	2378.45	63.77	2295.56
8	67.46	2428.54	65.25	2348.88	68.13	2452.83	65.90	2372.37	70.18	2526.41	67.88	2443.54
9	69.44	2499.69	67.22	2420.05	70.13	2524.69	67.90	2444.25	72.23	2600.43	69.93	2517.58
10	75.36	2713.03	73.15	2633.35	76.11	2740.16	73.88	2659.68	78.40	2822.37	76.10	2739.47

Grade EW	From 1 Oct 2023				From 1 Oct 2024			
	"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"	
	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week
1			49.23	1772.17			50.70	1825.33
2			51.34	1848.32			52.88	1903.77
3			53.46	1924.59			55.06	1982.33
4			55.58	2000.73			57.24	2060.75
5	61.70	2221.14	59.33	2135.77	63.55	2287.78	61.11	2199.85
6	63.82	2297.39	61.44	2212.01	65.73	2366.31	63.29	2278.37
7	68.05	2449.80	65.68	2364.42	70.09	2523.30	67.65	2435.36
8	72.28	2602.20	69.91	2516.85	74.45	2680.27	72.01	2592.35
9	74.40	2678.44	72.03	2593.11	76.63	2758.79	74.19	2670.90
10	80.75	2907.04	78.38	2821.66	83.17	2994.25	80.73	2906.31

**(b) Apprentice Rates (Service Maintenance Installation)**

Apprentice Rates	1st Year		2nd Year		3rd Year		4th Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$676.61	\$18.80	\$677.63	\$18.82	\$1,018.27	\$28.29	\$1,245.30	\$34.59
TAFE Institute Achievement Allowance			\$290.73		\$290.73		\$290.73	
<b>Total Rate</b>	\$676.61	\$18.80	\$968.36	\$26.90	\$1,309.00	\$36.36	\$1,536.03	\$42.67
<b>1/10/2021</b>	\$811.94	\$22.55	\$684.41	\$19.01	\$1,028.45	\$28.57	\$1,257.75	\$34.94
TAFE Institute Achievement Allowance			\$293.64		\$293.64		\$293.64	
<b>Total Rate</b>	\$811.94	\$22.55	\$978.04	\$27.17	\$1,322.09	\$36.72	\$1,551.39	\$43.09
<b>1/10/2022</b>	\$836.30	\$23.23	\$704.94	\$19.58	\$1,059.31	\$29.43	\$1,295.49	\$35.99
TAFE Institute Achievement Allowance			\$302.45		\$302.45		\$302.45	
<b>Total Rate</b>	\$836.30	\$23.23	\$1,007.38	\$27.98	\$1,361.75	\$37.83	\$1,597.93	\$44.39
<b>1/10/2023</b>	\$861.39	\$23.93	\$726.09	\$20.16	\$1,091.09	\$30.31	\$1,334.35	\$37.07
TAFE Institute Achievement Allowance			\$311.52		\$311.52		\$311.52	
<b>Total Rate</b>	\$861.39	\$23.93	\$1,037.61	\$28.82	\$1,402.61	\$38.96	\$1,645.87	\$45.72
<b>1/10/2024</b>	\$887.23	\$24.65	\$747.87	\$20.77	\$1,123.82	\$31.22	\$1,374.38	\$38.18
TAFE Institute Achievement Allowance			\$320.87		\$320.87		\$320.87	
<b>Total Rate</b>	\$887.23	\$24.65	\$1,068.73	\$29.69	\$1,444.68	\$40.13	\$1,695.25	\$47.09

Adult Apprentice Rates	1st Year		2nd Year		3rd Year		4 <sup>th</sup> Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$847.20	\$23.53	\$998.69	\$27.74	\$1,221.35	\$33.93	\$1,276.97	\$35.47
TAFE Institute Achievement Allowance			\$285.14		\$285.14		\$285.14	
<b>Total Rate</b>	\$847.20	\$23.53	\$1,283.83	\$35.66	\$1,506.49	\$41.85	\$1,562.10	\$43.39
<b>1/10/2021</b>	\$855.67	\$23.77	\$1,008.67	\$28.02	\$1,233.56	\$34.27	\$1,289.74	\$35.83
TAFE Institute Achievement Allowance			\$287.99		\$287.99		\$287.99	
<b>Total Rate</b>	\$855.67	\$23.77	\$1,296.66	\$36.02	\$1,521.55	\$42.27	\$1,577.72	\$43.83
<b>1/10/2022</b>	\$881.34	\$24.48	\$1,038.93	\$28.86	\$1,270.57	\$35.29	\$1,328.43	\$36.90
TAFE Institute Achievement Allowance			\$296.63		\$296.63		\$296.63	
<b>Total Rate</b>	\$881.34	\$24.48	\$1,335.56	\$37.10	\$1,567.20	\$43.53	\$1,625.06	\$45.14
<b>1/10/2023</b>	\$907.78	\$25.22	\$1,070.10	\$29.73	\$1,308.69	\$36.35	\$1,368.28	\$38.01
TAFE Institute Achievement Allowance			\$305.53		\$305.53		\$305.53	
<b>Total Rate</b>	\$907.78	\$25.22	\$1,375.63	\$38.21	\$1,614.22	\$44.84	\$1,673.81	\$46.49
<b>1/10/2024</b>	\$935.01	\$25.97	\$1,102.20	\$30.62	\$1,347.96	\$37.44	\$1,409.33	\$39.15
TAFE Institute Achievement Allowance			\$314.70		\$314.70		\$314.70	
<b>Total Rate</b>	\$935.01	\$25.97	\$1,416.90	\$39.36	\$1,662.66	\$46.18	\$1,724.03	\$47.89

**2.2 Special Arrangements - Workshop Rates**

**(a) General rates - Workshop**

Grade EW	From Commencement				From 1 Oct 2021				From 1 Oct 2022			
	"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"	
	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week
1			43.09	1637.59			43.52	1653.97			44.83	1703.58
2			44.95	1708.05			45.40	1725.13			46.76	1776.88
3			46.80	1778.43			47.27	1796.21			48.69	1850.10
4			48.66	1848.89			49.14	1867.38			50.62	1923.40
5	54.05	2053.93	51.95	1974.26	54.59	2074.47	52.47	1994.00	56.23	2136.70	54.05	2053.82
6	55.90	2124.37	53.81	2044.72	56.46	2145.61	54.35	2065.17	58.16	2209.98	55.98	2127.12
7	59.61	2265.20	57.51	2185.53	60.21	2287.85	58.09	2207.39	62.01	2356.49	59.83	2273.61
8	63.32	2406.12	61.22	2326.46	63.95	2430.18	61.83	2349.72	65.87	2503.09	63.69	2420.22
9	65.17	2476.48	63.07	2396.84	65.82	2501.24	63.70	2420.81	67.80	2576.28	65.62	2493.43
10	70.73	2687.84	68.64	2608.17	71.44	2714.72	69.32	2634.25	73.58	2796.16	71.41	2713.28

	From 1 Oct 2023				From 1 Oct 2024			
	"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"	
Grade EW	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week
1			46.18	1754.69			47.56	1807.33
2			48.16	1830.19			49.61	1885.10
3			50.15	1905.60			51.65	1962.77
4			52.13	1981.10			53.70	2040.54
5	57.92	2200.80	55.67	2115.44	59.65	2266.83	57.34	2178.90
6	59.90	2276.28	57.66	2190.94	61.70	2344.57	59.39	2256.66
7	63.87	2427.18	61.63	2341.82	65.79	2500.00	63.48	2412.07
8	67.85	2578.18	65.60	2492.82	69.88	2655.52	67.57	2567.61
9	69.83	2653.57	67.59	2568.24	71.93	2733.18	69.61	2645.28
10	75.79	2880.04	73.54	2794.68	78.06	2966.45	75.75	2878.52



**(b) Apprentice rates - Workshop**

Apprentice Rates	1st Year		2nd Year		3rd Year		4 <sup>th</sup> Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$ 663.60	\$17.46	\$672.38	\$17.69	\$998.69	\$26.28	\$1,221.35	\$32.13
TAFE Institute Achievement Allowance			\$277.35		\$285.14		\$285.14	
<b>Total Rate</b>	\$ 663.60	\$17.46	\$949.73	\$24.99	\$1,283.83	\$33.79	\$ 1,506.49	\$39.64
<b>1/10/2021</b>	\$811.94	\$22.25	\$679.10	\$17.87	\$1,008.68	\$26.54	\$1,233.56	\$32.46
TAFE Institute Achievement Allowance			\$280.12		\$287.99		\$287.99	
<b>Total Rate</b>	\$811.94	\$22.25	\$959.23	\$25.24	\$1,296.66	\$34.12	\$1,521.55	\$40.04
<b>1/10/2022</b>	\$836.30	\$23.23	\$699.47	\$18.41	\$1,038.94	\$27.34	\$1,270.57	\$33.44
TAFE Institute Achievement Allowance			\$288.52		\$296.63		\$296.63	
<b>Total Rate</b>	\$836.30	\$23.23	\$987.99	\$26.00	\$1,335.57	\$35.15	\$1,567.20	\$41.24
<b>1/10/2023</b>	\$861.39	\$23.93	\$720.45	\$18.96	\$1,070.10	\$28.16	\$1,308.69	\$34.44
TAFE Institute Achievement Allowance			\$297.18		\$305.53		\$305.53	
<b>Total Rate</b>	\$861.39	\$23.93	\$1,017.62	\$26.78	\$1,375.63	\$36.20	\$1,614.22	\$42.48
<b>1/10/2024</b>	\$887.23	\$24.65	\$742.06	\$19.53	\$1,102.20	\$29.00	\$1,347.95	\$35.47
TAFE Institute Achievement Allowance			\$306.10		\$314.69		\$314.69	
<b>Total Rate</b>	\$887.23	\$24.65	\$1,048.16	\$27.58	\$1,416.89	\$37.29	\$1,662.64	\$43.75

Adult Apprentices Rates	1st Year		2nd Year		3rd Year		4 <sup>th</sup> Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$ 847.21	\$ 22.30	\$ 998.70	\$ 26.28	\$ 1,221.35	\$ 32.14	\$ 1,276.96	\$ 33.60
TAFE Institute Achievement Allowance			\$ 285.14		\$ 285.14		\$ 285.14	
<b>Total Rate</b>	\$ 847.21	\$22.30	\$ 1,283.83	\$ 33.79	\$ 1,506.49	\$ 39.64	\$ 1,562.10	\$ 41.11
<b>1/10/2021</b>	\$855.68	\$22.52	\$1,008.69	\$26.54	\$1,233.56	\$32.46	\$1,289.73	\$33.94
TAFE Institute Achievement Allowance			\$287.99		\$287.99		\$287.99	
<b>Total Rate</b>	\$855.68	\$22.52	\$1,296.68	\$34.12	\$1,521.55	\$40.04	\$1,577.72	\$41.52
<b>1/10/2022</b>	\$881.35	\$23.19	\$1,038.95	\$27.34	\$1,270.57	\$33.44	\$1,328.42	\$34.96
TAFE Institute Achievement Allowance			\$296.63		\$296.63		\$296.63	
<b>Total Rate</b>	\$881.35	\$23.19	\$1,335.58	\$35.15	\$1,567.20	\$41.24	\$1,625.05	\$42.76
<b>1/10/2023</b>	\$907.79	\$23.89	\$1,070.12	\$28.16	\$1,308.69	\$34.44	\$1,368.26	\$36.01
TAFE Institute Achievement Allowance			\$305.52		\$305.52		\$305.52	
<b>Total Rate</b>	\$907.79	\$23.89	\$1,375.64	\$36.20	\$1,614.21	\$42.48	\$1,673.80	\$44.05
<b>1/10/2024</b>	\$935.03	\$24.61	\$1,102.22	\$29.01	\$1,347.93	\$35.47	\$1,409.31	\$37.09
TAFE Institute Achievement Allowance			\$314.69		\$314.67		\$314.67	
<b>Total Rate</b>	\$935.03	\$24.61	\$1,416.91	\$37.29	\$1,662.60	\$43.75	\$1,724.01	\$45.37

**2.3 Special arrangements: Petrochemical Industry (Part A - clauses 32 and 33)**

**(a) General Rates - Petrochemical**

Classification	From Commencement		1 Oct 2021		1 Oct 2022		1 Oct 2023		1 Oct 2024	
	\$ per week	\$ per hour	\$ per week	\$ per hour	\$ per week	\$ per hour	\$ per week	\$ per hour	\$ per week	\$ per hour
Dual Trade	2869.29	81.98	2897.98	82.80	2984.92	85.28	3074.47	87.84	3166.70	90.48
EW Grade 8	2620.31	74.87	2646.51	75.62	2725.91	77.88	2807.69	80.22	2891.92	82.63
EW Grade 7	2478.06	70.8	2502.84	71.51	2577.93	73.66	2655.26	75.86	2734.92	78.14
EW Grade 6	2335.81	66.74	2359.17	67.40	2429.94	69.43	2502.84	71.51	2577.93	73.66
EW Grade 5	2264.66	64.7	2287.31	65.35	2355.93	67.31	2426.60	69.33	2499.40	71.41
EW "B" Grade	2184.99	62.43	2206.84	63.05	2273.05	64.95	2341.24	66.89	2411.47	68.90
EW Grade 2	1916.74	54.76	1935.91	55.31	1993.98	56.97	2053.80	58.68	2115.42	60.44

**(b) Apprentice Rates – Petrochemical**

Apprentice Rates	1st Year		2nd Year		3rd Year		4th Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$566.37	\$16.18	\$567.23	\$16.21	\$852.37	\$24.35	\$1,042.41	\$29.79
<b>TAFE Institute Achievement Allowance</b>			\$221.73		\$221.73		\$221.73	
<b>Petrochemical Allowance</b>	\$156.60		\$156.60		\$156.60		\$156.60	
<b>Total Rate</b>	\$722.97	\$20.66	\$945.56	\$27.02	\$1,230.70	\$35.16	\$1,420.74	\$40.59
<b>1/10/2021</b>	\$653.78	\$18.68	\$572.90	\$16.37	\$860.89	\$24.60	\$1,052.83	\$30.08
<b>TAFE Institute Achievement Allowance</b>			\$223.95		\$223.95		\$223.95	
<b>Petrochemical Allowance</b>	\$158.16		\$158.16		\$158.16		\$158.16	
<b>Total Rate</b>	\$811.94	\$23.20	\$955.01	\$27.29	\$1,243.00	\$35.51	\$1,434.94	\$40.99
<b>1/10/2022</b>	\$673.39	\$19.24	\$590.08	\$16.86	\$886.71	\$25.33	1,084.41	\$30.98
<b>TAFE Institute Achievement Allowance</b>			\$230.67		\$230.67		\$230.67	
<b>Petrochemical Allowance</b>	\$162.90		\$162.90		\$162.90		\$162.90	
<b>Total Rate</b>	\$836.29	\$23.89	\$983.64	\$28.10	\$1,280.27	\$36.58	\$1,477.98	\$42.21
<b>1/10/2023</b>	\$694.12	\$19.83	\$607.78	\$17.37	\$913.31	\$26.09	\$1,116.94	\$31.90
<b>TAFE Institute Achievement Allowance</b>			\$237.59		\$237.59		\$237.59	
<b>Petrochemical Allowance</b>	\$167.78		\$167.78		\$167.78		\$167.78	
<b>Total Rate</b>	\$861.90	\$24.63	\$1,013.12	\$28.95	\$1,318.65	\$37.68	\$1,522.28	\$43.47
<b>1/10/2024</b>	\$714.94	\$20.43	\$626.01	\$17.89	\$940.70	\$26.88	\$1,150.44	\$32.85
<b>TAFE Institute Achievement Allowance</b>			\$244.71		\$244.71		\$244.71	
<b>Petrochemical Allowance</b>	\$172.81		\$172.81		\$172.81		\$172.81	
<b>Total Rate</b>	\$887.75	\$25.36	\$1,043.51	\$29.82	\$1,358.20	\$38.81	\$1,567.94	\$44.77

Adult Apprentices Rates	1st Year		2nd Year		3rd Year		4th Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$ 577.92	\$ 16.51	\$ 578.79	\$ 16.54	\$ 869.76	\$ 24.85	\$ 1,063.67	\$ 30.39
TAFE Institute Achievement Allowance			\$ 226.25		\$ 226.25		\$ 226.25	
Petrochemical Allowance	\$ 159.80		\$ 159.80		\$ 159.80		\$ 159.80	
<b>Total Rate</b>	\$ 737.72	\$ 21.08	\$ 964.84	\$27.57	\$ 1,255.81	\$ 35.88	\$ 1,449.72	\$ 41.42
<b>1/10/2021</b>	\$650.71	\$18.59	\$584.58	\$16.70	\$878.46	\$25.10	\$1,074.31	\$30.69
TAFE Institute Achievement Allowance			\$228.51		\$228.51		\$228.51	
Petrochemical Allowance	\$161.40		\$161.40		\$161.40		\$161.40	
<b>Total Rate</b>	\$812.11	\$23.20	\$974.49	\$27.84	\$1,268.36	\$36.24	\$1,464.22	\$41.83
<b>1/10/2022</b>	\$670.23	\$19.15	\$602.12	\$17.20	\$904.80	\$25.85	\$1,106.53	\$31.61
TAFE Institute Achievement Allowance			\$235.37		\$235.37		\$235.37	
Petrochemical Allowance	\$166.23		\$166.24		\$166.23		\$166.23	
<b>Total Rate</b>	\$836.46	\$23.90	\$1,003.72	\$28.68	\$1,306.40	\$37.33	\$1,508.14	\$43.09
<b>1/10/2023</b>	\$690.34	\$19.72	\$620.18	\$17.72	\$931.94	\$26.63	\$1,139.72	\$32.56
TAFE Institute Achievement Allowance			\$242.43		\$242.42		\$242.43	
Petrochemical Allowance	\$171.22		\$171.23		\$171.22		\$171.22	
<b>Total Rate</b>	\$861.56	\$24.62	\$1,033.83	\$29.54	\$1,345.59	\$38.45	\$1,553.38	\$44.38
<b>1/10/2024</b>	\$711.05	\$20.32	\$638.78	\$18.25	\$959.90	\$27.43	\$1,173.92	\$33.54
TAFE Institute Achievement Allowance			\$249.70		\$249.69		\$249.70	
petrochemical Allowance	\$176.35		\$176.36		\$176.35		\$176.36	
<b>Total Rate</b>	\$887.40	\$25.35	\$1,064.85	\$30.42	\$1,385.96	\$39.60	\$1,599.98	\$45.71

## 2.4 Special arrangements: Geelong Refinery (Part A - clause 35)

### (a) General rates – Geelong refinery

Grade RW	From Commencement				From 1 Oct 2021				From 1 Oct 2022			
	“A Grade”		“Unlicensed / B Grade”		“A Grade”		“Unlicensed / B Grade”		“A Grade”		“Unlicensed / B Grade”	
	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week
1			50.35	1762.24			50.85	1779.86			52.38	1833.26
2			54.08	1892.74			54.62	1911.67			56.26	1969.02
3			54.63	1912.00			55.17	1931.12			56.83	1989.05
4	59.04	2066.52	57.00	1995.00	59.63	2087.19	57.57	2014.95	61.42	2149.80	59.30	2075.40
5	60.66	2123.08	58.62	2051.56	61.27	2144.31	59.20	2072.08	63.10	2208.64	60.98	2134.24
6	61.84	2164.29			62.46	2185.93			64.33	2251.51		
7	64.57	2260.02			65.22	2282.62			67.17	2351.10		
DT	65.70	2299.61			66.36	2322.61			68.35	2392.28		
9	66.72	2335.36			67.39	2358.71			69.41	2429.48		

Grade RW	From 1 Oct 2023				From 1 Oct 2024			
	"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"	
	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week
1			53.95	1888.26			55.57	1944.90
2			57.95	2028.09			59.68	2088.93
3			58.54	2048.73			60.29	2110.19
4	63.27	2214.29	61.08	2137.66	65.16	2280.72	62.91	2201.79
5	65.00	2274.90	62.81	2198.27	66.95	2343.15	64.69	2264.21
6	66.26	2319.06			68.25	2388.63		
7	69.19	2421.63			71.27	2494.28		
DT	70.40	2464.05			72.51	2537.97		
9	71.50	2502.36			73.64	2577.43		

**(b) Apprentice Rates – Geelong Refinery**

Apprentice Rates	1st Year		2nd Year		3rd Year		4 <sup>th</sup> Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$670.14	\$19.15	\$670.14	\$19.15	\$989.25	\$28.26	\$1,196.67	\$34.19
TAFE Institute Achievement Allowance			\$226.22		\$226.22		\$226.22	
<b>Total Rate</b>	\$670.14	\$19.15	\$896.36	\$25.61	\$1,215.47	\$34.73	\$1,422.89	\$40.65
<b>1/10/2021</b>	\$811.94	\$23.20	\$676.84	\$19.34	\$999.14	\$28.55	\$1,208.64	\$34.53
TAFE Institute Achievement Allowance			\$228.48		\$228.48		\$228.48	
<b>Total Rate</b>	\$811.94	\$23.20	\$905.31	\$25.87	\$1,227.61	\$35.07	\$1,437.11	\$41.06
<b>1/10/2022</b>	\$836.30	\$23.89	\$697.15	\$19.92	\$1,029.12	\$29.40	\$1,244.90	\$35.57
TAFE Institute Achievement Allowance			\$235.34		\$235.34		\$235.34	
<b>Total Rate</b>	\$836.30	\$23.89	\$932.47	\$26.64	\$1,264.44	\$36.13	\$1,480.22	\$42.29
<b>1/10/2023</b>	\$861.39	\$24.61	\$718.06	\$20.52	\$1,059.99	\$30.29	\$1,282.24	\$36.64
TAFE Institute Achievement Allowance			\$242.40		\$242.38		\$242.40	
<b>Total Rate</b>	\$861.39	\$24.61	\$960.45	\$27.44	\$1,302.38	\$37.21	\$1,524.63	\$43.56
<b>1/10/2024</b>	\$887.23	\$25.35	\$739.60	\$21.13	\$1,091.79	\$31.19	\$1,320.71	\$37.73
TAFE Institute Achievement Allowance			\$249.67		\$249.67		\$249.67	
<b>Total Rate</b>	\$887.23	\$25.35	\$989.26	\$28.26	\$1,341.45	\$38.33	\$1,570.37	\$44.87



Adult Apprentice Rates	1st Year		2nd Year		3rd Year		4 <sup>th</sup> Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$ 745.71	\$ 21.31	\$ 879.05	\$ 25.12	\$ 1,075.04	\$ 30.72	\$ 1,123.98	\$ 32.11
TAFE Institute Achievement Allowance			\$ 250.98		\$ 250.98		\$ 250.98	
<b>Total Rate</b>	\$ 745.71	\$ 21.31	\$ 1,130.03	\$ 32.29	\$ 1,326.02	\$ 37.89	\$ 1,374.96	\$ 39.28
<b>1/10/2021</b>	\$812.11	\$23.20	\$887.84	\$25.37	\$1,085.79	\$31.02	\$1,135.22	\$32.43
TAFE Institute Achievement Allowance			\$253.49		\$253.49		\$253.49	
<b>Total Rate</b>	\$812.11	\$23.20	\$1,141.33	\$32.61	\$1,339.28	\$38.27	\$1,388.71	\$39.68
<b>1/10/2022</b>	\$836.47	\$23.90	\$914.48	\$26.13	\$1,118.36	\$31.95	\$1,169.28	\$33.41
TAFE Institute Achievement Allowance			\$261.09		\$261.09		\$261.09	
<b>Total Rate</b>	\$836.47	\$23.90	\$1,175.57	\$33.59	\$1,379.46	\$39.41	\$1,430.37	\$40.87
<b>1/10/2023</b>	\$861.56	\$24.62	\$941.91	\$26.91	\$1,151.92	\$32.91	\$1,204.35	\$34.41
TAFE Institute Achievement Allowance			\$268.93		\$268.92		\$268.91	
<b>Total Rate</b>	\$861.56	\$24.62	\$1,210.84	\$34.60	\$1,420.84	\$40.60	\$1,473.28	\$42.09
<b>1/10/2024</b>	\$887.41	\$25.35	\$970.17	\$27.72	\$1,186.47	\$33.90	\$1,240.49	\$35.44
TAFE Institute Achievement Allowance			\$277.00		\$277.00		\$277.00	
<b>Total Rate</b>	\$887.41	\$25.35	\$1,247.16	\$35.63	\$1,463.47	\$41.81	\$1,517.48	\$43.36

### 3 Allowances - Service Maintenance Installation (i.e. Non-Construction)

#### 3.1 All Purpose Allowances

Clause:		From Commen cement	1-Oct-21	1-Oct-22	1-Oct-23	1-Oct-24
25.8	Leading hands per week in charge of					
	3-10 employees	\$45.10	\$45.55	\$46.92	\$48.33	\$49.77
	11-20 employees	\$62.55	\$63.18	\$65.07	\$67.02	\$69.03
	More than 20 employees	\$85.59	\$86.45	\$89.04	\$91.71	\$94.46
25.9	Nominee allowance per week	\$76.79	\$77.56	\$79.88	\$82.28	\$84.75
25.1	Communications cabler					
	Open	\$35.32	\$35.67	\$36.74	\$37.85	\$38.98
	Restricted	\$26.45	\$26.71	\$27.52	\$28.34	\$29.19

### 3.2 Special (Flat Rate) Allowances

Clause	From Commencement	1-Oct-21	1-Oct-22	1-Oct-23	1-Oct-24	
25.11	Electrical distribution line maintenance and tree clearing allowance	\$71.34	\$72.05	\$74.22	\$76.44	\$78.73
25.14(a)	Rate for ordering material per week	\$19.55	\$19.75	\$20.34	\$20.95	\$21.58
25.14(b)	Rate for ordering material per day	\$3.91	\$3.95	\$4.07	\$4.19	\$4.32
25.13	Meal allowance	\$17.24	\$17.41	\$17.93	\$18.47	\$19.03
25.7	Multi-storey commission refurbishment	\$4.12	\$4.16	\$4.29	\$4.41	\$4.55
25.6	First aid allowance per week					
	Level 2	\$29.11	\$29.40	\$30.28	\$31.19	\$32.13
	Level 3	\$38.88	\$39.27	\$40.45	\$41.66	\$42.91
7.6	Availability for duty per week	\$160.56	\$162.17	\$167.03	\$172.04	\$177.20
25.5(e)	Travel and fares allowance re: permanent maintenance crew (offstreet parking) per day	\$30.72	\$31.03	\$31.96	\$32.92	\$33.90
25.5(b)	Travel time allowance per day	\$8.59	\$8.68	\$8.94	\$9.20	\$9.48
25.5(b)	Travel time (apprentices)					
	First year	\$3.49	\$3.52	\$3.63	\$3.74	\$3.85

Clause	From Commencement	1-Oct-21	1-Oct-22	1-Oct-23	1-Oct-24	
	Second year	\$4.68	\$4.73	\$4.87	\$5.01	\$5.17
	Third year	\$6.35	\$6.41	\$6.61	\$6.80	\$7.01
	Fourth year	\$7.47	\$7.54	\$7.77	\$8.00	\$8.24
25.5	Fares allowance					
25.5(c)	Start/finish on job					
25.5(c)(ii)	Job site within 50km	\$29.74	\$30.04	\$30.94	\$31.87	\$32.82
25.5(c)(v)	Free Transport Fares	\$4.81	\$4.86	\$5.00	\$5.15	\$5.31
25.5(d)	Motor vehicle allowance per km	\$1.32	\$1.33	\$1.37	\$1.41	\$1.46
25.5(c)(iv)	In excess of 50km per km	\$0.98	\$0.99	\$1.02	\$1.05	\$1.08

### 3.3 Construction Wiring

	From Commencement	1 Oct 2021	1 Oct 2022	1 Oct 2023	1 Oct 2024
Construction Wiring Skills Allowance (Clause 4)	\$25.13	\$25.38	\$26.14	\$26.93	\$27.73

## **PART B (CONSTRUCTION)**

## **1 Application of Part B - Construction**

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- 1.1 Part B of this Agreement covers and applies to:
- (a) the Employer;
  - (b) Subject to the exceptions in clause 1.2:
    - (i) the Employees of the Employer in Victoria and, for Employees ordinarily based in Victoria, at any location at which the Employee is temporarily required to perform work outside Victoria;
    - (ii) while they are performing work on a Building and Construction Project or a Metal Engineering Construction Project.
- 1.2 Part B does not apply to:
- (a) work performed on any Project in respect of which a Project-specific agreement is made between the Parties after this Agreement is made and covers and applies to the Employees; or work to which Part C - Country and Cottage applies or work performed in regional areas of Victoria, where an agreement made between the Parties specifically applicable to regional or country work applies to the Employer in respect of the Employees (entered into after the making of this Agreement).

## **2 Purpose of Part B**

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- 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 Parties, as long as such conditions are not inconsistent with the Building Code 2016.
- 2.4 **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 orientation, 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.
- 2.5 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**

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- 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(o) “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
  - (c) is genuinely agreed to by the Employer and Employee; and
  - (d) is not inconsistent with section 55 of the FWA, which deals with interaction with the NES.
- 3.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the FWA; and
  - (b) are not unlawful terms under section 194 of the FWA; 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**

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#### **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, ie. 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.
- (iv) 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 at the workplace level in the first instance, an Employee 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 Site Issues

##### (a) Site Closure

- (i) Upon cessation of work on any day, the Employees will carefully put away all tools, materials, equipment and any other Employer property in a safe, secure manner and ensure that the site is left in a safe condition. Where work ceases other than as directed by the Employer, wherever possible, the Employee Representative shall report to site management before leaving the site, in accordance with the Employer's procedures.

##### (b) Entry, Exit, Security, Health and Safety procedures

- (i) Unless otherwise agreed by the Employer and a genuine and informed majority of the Employees, Employees will be required to obtain a swipe card, security card, identity card or any other card of a similar type, used or to be used for the purpose of gaining entry onto, exit from or movement around, construction projects or sites on which they are required to work, provided that such card does not have any visible photograph or identification of the Employee on the card.
- (ii) Subject to sub-clauses (iv) and (v) below, Employees will:
  - (A) not be required to provide or have a photograph taken unless agreed by the Employer and a genuine and informed majority of the Employees; and/or
  - (B) only be required to provide personal information to a Third party if the following conditions are satisfied:
    - (1) it is for the purpose of induction onto a construction project or site or a requirement for gaining access onto a construction project or site; and
    - (2) the information provided is restricted to the following
      - Name
      - Address
      - Next of Kin
      - Any medical information which is relevant to the performance of work.

- (iii) Where information about an Employee is provided to a third party in accordance with contractual obligations, the Employer will take all reasonable steps to have the third party:
  - (A) only use the personal information provided for security and/or health and safety purposes on the construction project or site; and
  - (B) destroy the personal information once the Employer completes its work on the construction project or site.
- (iv) It is recognised that the Employer may have contractual obligations governing the access and egress of Employees onto construction projects or sites. In the event that this clause causes difficulties for the Employer because of client requirements, alternative arrangements to resolve the difficulties with the particular client can entered into by agreement between the Employer and a genuine and informed majority of the Employees. Agreement will not be unreasonably withheld.
- (v) This clause will not apply to the extent that an applicable law requires any of the above actions to occur.

(c) **Induction Procedures**

(i) **Commitment**

The Parties acknowledge that it is in the interests of the Industry that all new Employees and Companies on a building project understand their obligations under this Part and are introduced to their jobs in a manner which will help them work safely and efficiently.

(ii) **Overview**

In order to achieve this, new Employees and new contractors must be given an explanation of the following:

- The Rights and Obligations of this Part including its disputes/grievance resolution procedures;
- The appropriate issue of work clothing and safety equipment as per this Part;
- Safety Rules and Procedures including relevant legislation;
- Superannuation entitlements;
- Long Service Leave provisions;
- Redundancy Pay entitlements;
- Site Emergency procedures;
- Enterprise Agreement rates of pay;
- Site-specific matters.

4.5 **Transfer of Labour**

- (a) If a halt to productive work occurs which is not the fault or responsibility of the Employer, the 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).

4.6 **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.

#### 4.7 **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.

#### 4.8 **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 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.

#### **4.9 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.

#### **4.10 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 without loss of pay (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 clause 4.10(a) in that year.

#### **4.11 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.

#### **4.12 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.

#### **4.13 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.

#### **4.14 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.

#### 4.15 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 the 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.

#### 4.16 Suicide Prevention

- (a) The parties acknowledge that:
  - (i) suicide prevention of Employees in the construction industry is an important issue;
  - (ii) Construction workers are more than twice as likely to suicide than other people in Australia;
  - (iii) Construction workers are six times more likely to die by suicide than through a workplace accident;
  - (iv) Apprentices in construction are two and a half times more likely to suicide than other young men their age;
  - (v) Mental health on construction sites is now accepted as an industry safety concern;
  - (vi) Employees can find it difficult to discuss feelings and emotions with colleagues at work, especially in the construction industry.
- (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.

#### 4.17 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
  - (iii) “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
  - (iv) “Disciplinary action” means any form of discipline.
  - (v) “Live anonymous data” means anonymous data that identifies the current location of the Tracking Device
  - (vi) “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.
  - (ix) Where possible, the Tracking Device must not create any anonymous or personal data relating to Employees who are on annual or long service leave.
  - (x) 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.
    - (B) to set or assess individual performance benchmarks, or the like, for an Employee.
  - (xi) 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.
- (d) Dispute Resolution Procedure
- (i) 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.

#### 4.18 Personal Private Information

- (a) 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. 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.
- (b) 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.

#### 4.19 **Safety, Local Labour, etc**

- (a) The parties acknowledge that:
  - (i) to ensure that there is 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) On a monthly basis, the Employer will notify the Employees in writing of the number of temporary work visa holders being used to perform work under this Agreement and the job role 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.

#### 4.20 **Wiring Installations**

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

#### 4.21 **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 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.

#### 4.22 Aboriginal and/or Torres Strait Islander Employment Commitment

- (a) The parties to this Agreement recognise the significant cultural importance of Indigenous Australians. To this end, the Employer, wherever possible, shall endeavour to employ, mentor and support Aboriginal and/or Torres Strait Islander people.
- (b) Where the parties to this Agreement cannot achieve direct employment, mentoring and support, the Employer shall endeavour to engage certified Indigenous Australian owned and controlled organisations in order to meet Aboriginal and/or Torres Strait Islander Employment Commitments as per agreement obligations.

## 5 Types of employment

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### 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 Fixed Term Contract

- (a) A fixed term Employee is one engaged on an employment contract which has a nominated completion date and may be full-time, part-time or casual.
- (b) Employees engaged on a fixed term contract will be entitled to a payment in lieu of notice in accordance with clause 20.1(a) at the date of completion nominated by the employment contract.

### 5.3 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.

### 5.4 Part-time employment

- (a) This clause recognises that some Employees may seek to switch and 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, who had initially been a full-time Employee with the Employer, 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 is 7.00am to 3.30pm, 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(e)(i) or outside the ordinary hours of work as defined in clause 5.3(g) 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**

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:

- (i) 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.

**5.5 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).
- (d) 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.
- (e) The minimum engagement of casual Employees is 8 hours on Monday to Friday, and 4 hours on weekends.
- (f) To reward loyal, consistent and extended service by a casual Employee, the Employer will provide a casual Employee who has been engaged for a cumulative period of eight weeks or more in a six-month period, with a casual loading of 30% (which constitutes part of the casual Employee's all purpose rate), in lieu of the above loading.

## **6 Hours of Work**

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### **6.1 Application**

This clause 6 applies to Employees other than shiftworkers.

### **6.2 Ordinary Hours**

- (a) The ordinary hours of work of full time Employees shall be 36 hours per week and may be worked in accordance with this clause.
- (b) The ordinary hours of part time and casual Employees will be in accordance with clauses 5.4 and 5.5.

### **6.3 The Maximum daily hours**

Unless varied in accordance with this Agreement, the ordinary hours of work shall not exceed 8 hours on any day.

### **6.4 Span of Hours**

Unless varied in accordance with this Agreement, the ordinary hours of work can be worked any time between the span of 6.00 am to 6.00 pm, Monday to Friday.

### **6.5 Cycle of Ordinary hours of work**

- (a) The ordinary working hours shall be worked in a 10 day/2 week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the RDO, and shall be taken in accordance with the principles in clauses 6.2 to 6.5 and the industry calendar as per clause 9.3. Payment on such an RDO shall include the daily Travel Allowance, and any applicable Site Allowance as prescribed by this Part B - Construction.

#### **(b) Starting times**

If there is no existing starting time in a workgroup, the starting time of the ordinary hours of work for the work group may be established by the Employer between 6:00am and 8:00am (unless regulatory requirements or exceptional circumstances exist that require a later start time or as otherwise agreed between the Employer and a genuine and informed majority of the Employees). The starting time must be in accordance with the above principles in clauses 6.2 to 6.5 and the industry calendar as per clause 9.3.

## 6.6 Varying Cycle and Start and Finish Times

- (a) The following matters may be varied by agreement between the Employer and a genuine and informed majority of the Employees, to accommodate the hours of work required for the most efficient and safe operation of the Employer and the requirements of its client.
- (i) How the hours are to be averaged in a work cycle
  - (ii) The duration of the work cycle
  - (iii) Rosters which specify start and finishing times
  - (iv) Arrangements allowing flexibility in taking of rostered days off (**RDOs**)
  - (v) Daily maximum ordinary hours
- (b) Where agreement is reached to work alternate hours, occupational health and safety principles will prevail. Proper health monitoring procedures will be introduced and suitable rosters clearly agreed prior to commencing work. Adequate supervision must always be provided.
- (c) Illustrative example
- Without limiting the operation of this clause 6, the types of working arrangements that may be implemented under these provisions include, by way of example:
- (i) a nine day fortnight (e.g. 9 x 8 hour days)
  - (ii) a four day week (e.g. 2 x 10 hour days and 2 x 8 hour days)
  - (iii) a four day week (e.g. 4 x 9 hour days)
- (d) 4 Day Week and Other Flexible Working Arrangements
- (i) The parties to this Agreement note that sub-clause 6.6 of the "Hours of Work" clause provides for the introduction of alternative hours of work arrangements by agreement between the Employer and a genuine and informed majority of the Employees which could include the introduction of the 4 day working week or other flexible working arrangements.
- (e) Where agreement is reached to work alternate cycles, occupational health and safety principles will prevail. Adequate supervision must always be provided.
- (f) Each day of paid leave taken and any holiday occurring during any cycle shall be regarded as a day worked for accrual purposes.
- (g) By agreement between the Employer and a genuine and informed majority of the Employees, which will not be unreasonably withheld:
- (i) daily maximum ordinary hours of 12 hours may be worked;
  - (ii) start and finishing times may be varied, provided that the start and finish times are not varied by more than 2 hours at either end of the span.

## 6.7 Staggered Start / Finish Times

It is recognised that operational difficulties may exist with all Employees commencing work at the same time. Accordingly, the Employer may establish staggered start and finish times. Once introduced, these times may be varied by agreement between the Employer and the majority of Employees concerned or an individual Employee concerned to assist overcoming these operational difficulties. As a consequence, the time for taking breaks during the course of the day will also be varied.

## 6.8 Timeliness

All persons covered by this Agreement recognise that inefficiency may exist with work not commencing or finishing on time. In an endeavour to overcome this inefficiency it is agreed that Employees will be ready to work at the rostered starting time and cease work at the rostered finishing time (subject to any requirement to work overtime).



## 6.9 Pro-rata Application

Upon commencement of employment, Employees who have not worked, or who are not regarded as having worked a complete cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with the Employer, RDOs will be, subject to accrual in accordance with this clause, paid in full as they occur.

## 6.10 Hourly Rate Divisor

The hourly rate for the purposes of the calculation of overtime is the weekly all-purpose rate contained in Appendix A for the relevant classification, divided by 36.

# 7 Overtime

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## 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, the payment provisions in this clause do not apply to continuous shift workers.

## 7.2 Reasonable overtime

- (a) There is a requirement to work reasonable overtime. Subject to this 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 measures to address this, including endeavouring to have Employees not work more than 10 hours overtime per week, 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 clause 7.1(a) (RDO), clause 7.1(a) (Saturday), clause 7.4 (Sunday or public holiday).

## 7.4 Sunday and public holiday work

For Employees other than shiftworkers, double time must be paid for work done on Sundays and double time and a half 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.

## **8 Breaks**

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### **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 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**

For all work done by Employees other than a continuous shiftworker during the normal meal break and thereafter until a meal break is allowed, time and a half rates must be paid.

### **8.3 Rest breaks during overtime**

#### **(a) Crib Time on Construction Projects**

- (i) If the period of overtime is more than two hours, an Employee before starting overtime and after working ordinary hours, will be allowed a meal break of twenty minutes which will be paid at ordinary rates.
  - (ii) In the event of an Employee remaining at work after the usual ceasing time without taking the crib time of twenty minutes and continuing at work for a period of more than two hours, the Employee will be regarded as having worked twenty minutes more than the time worked and be paid accordingly.
- (b) 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.

### 8.5 **One Break**

Where the Employer determines, at its absolute discretion, to arrange the hours of work in such a way that the Employees on a specific work site will only be entitled to one break from work (**one break**), the following shall apply:

- (a) Before introducing the one break, the Employer must first seek the agreement of a genuine and informed majority of the Employee work group.
- (b) The Employer must, before seeking the agreement of a genuine and informed majority of Employees of the work group, give written notice to the Employees of the manner in which the hours of work will be arranged to provide for the one break (including start and end times, and length of breaks), which shall be as follows:
  - Ordinary hours will be worked between 7.00am – 2.30pm with a 20-minute paid break for lunch; or,
  - Ordinary hours will be worked between 7.00am – 2.45pm with a 30-minute paid break for lunch; or
  - An earlier or later start time, in accordance with the above principles. For example; 6:00am – 1:30pm with a 20-minute paid break, or; 6:00am – 1:45pm with a 30-minute paid break.
- (c) In deciding which of the above options at (b) to apply to an Employee work group, the Employer will base its decision on the project's operational requirements and the feasibility of applying a one break arrangement to said project.
- (d) For the avoidance of doubt:
  - "Work group" means a group of Employees working on a specific work site to which the Employer intends to apply a one break arrangement.
  - The one break includes the meal break and the rest break.
  - Employees working one break will receive a minimum of 8 ordinary hours of pay for those hours worked in accordance with sub clause (b).
  - Unless provided for elsewhere within this Agreement, overtime rates of pay will only apply to work undertaken before the start time, or after the finishing time, as determined in accordance with this clause.
- (e) An Employer may, at its absolute discretion, terminate a one break arrangement that was set

up as per (b) of this clause. In order to terminate such an arrangement, the Employer must provide the particular work group with at least one weeks' notice of the termination, and reversion to normal working hours.

## **9 Rostered Days Off, Public Holidays, Lockdown Weekends and Annual Leave Closedowns**

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### **9.1 RDO Accrual is dealt with in the Hours of Work clause 6.**

### **9.2 Flexibility**

(a) The Employer agrees that Lockdown Weekends, Rostered Days Off and Christmas/Easter Annual Leave shutdowns play a very important role in ensuring that:

- (i) Employees have an appropriate work/life balance;
- (ii) Employees can spend sufficient time with their partners, children and family to ensure that such relationships are healthy and positive;
- (iii) Employee have time to participate in community organisations or the like.

The above all assist in improving Employee morale and productivity, as well as improving the society the Employees live in and the Employer operates in.

(b) Accordingly, the Employer will endeavour to not have the Employees work on Lockdown Weekends, Rostered Days Off and Christmas/Easter Annual Leave shutdowns.

### **9.3 RDOs Public Holidays, Lockdown Weekends and Annual Leave Shutdowns**

(a) The Calendars in Appendix C are the agreed scheduling of Lockdown Weekends, Rostered Days Off and Christmas/Easter Annual Leave shutdowns.

(b) On or before 1 December 2025, and on or before that date each year thereafter, the scheduling of Lockdown Weekends, Rostered Days Off and Christmas/Easter Annual Leave shutdowns after 2025 will be agreed between the Employer and a genuine and informed majority of the Employees. In the event of agreement not being reached or a dispute as to this matter arising, the matter shall be referred exclusively to the Disputes Board for conciliation and determination. The Disputes Board's determination shall be final and binding on the Parties and there shall be no right of review by FWC in respect of such a decision). Prior to the referral to the Disputes Board, the matter shall be attempted to be settled at the workplace level. Employees may appoint a representative of their choice in respect of the matter.

(c) Employees will not work on a Lockdown weekend, Christmas/Easter Annual Leave shutdown or RDO, as set out in the Calendars.

(i) Exemption from this for specific work, may be agreed to by the Employer and a genuine and informed majority of the Employees.

(ii) Where agreement is obtained, Employees performing such work shall be paid at a minimum of the applicable hourly rate and penalty rate, if any, pursuant to this Agreement for work on that day. However, an Employee will receive double time where the work is performed on an RDO which is adjacent to (either before or after):

- (1) a lockdown weekend; or
- (2) a public holiday which is adjacent to a lockdown weekend.

(iii) In all situations where an Employee works on an RDO in accordance with this clause, the Employee shall also receive a substitute paid day off for each RDO the Employee works on, to be taken within 2 work cycles on a

- day nominated by the Employee.
- (iv) Notwithstanding in relation to the above, an Employee cannot be forced to work on a Lockdown weekend, Christmas/Easter Annual Leave shutdown or RDO.
- (d) Traditionally, the nature of the electrical and communications contracting industry is such that there are a range of work/tasks that are necessarily conducted out of hours, on weekends and/or when sites are not fully staffed, including (but not limited to), the following:
- (i) Emergency / break down work
  - (ii) Switchboard maintenance / changeover
  - (iii) Shut downs
  - (iv) Disconnection of power etc.
- (e) In respect of work of this nature, the following will apply:
- (i) The rate/penalty as is applicable pursuant to this Agreement shall apply.
  - (ii) If the abovementioned work is performed on an RDO, the Employee will be paid as if it was a normal working day, and the Employee shall receive a substitute paid RDO, to be taken within 2 work cycles on a day nominated by the Employee.
  - (iii) Notwithstanding any other provision of this Agreement, when it is necessary to perform work of this nature, the Employer may request an Employee to undertake work under this clause. This includes RDOs and RDO weekends. An Employee shall not unreasonably refuse such a request. A reasonable refusal may include family or personal commitments.
- (f) The Employer may request work to be undertaken on a prescribed or substituted RDO because of unforeseen circumstances of an emergency nature. An Employee shall not unreasonably refuse such a request. The RDO worked shall be treated and paid as if it was a normal working day, and the Employee shall receive a substitute paid RDO, to be taken within 2 work cycles on a day nominated by the Employee.
- (g) Where a Head Contractor/Builder closes a site, by agreement between the Employer and a genuine and informed majority of the Employees, the RDO may be rescheduled to be taken in line with the Head Contractor/Builder on that site. The RDO worked shall be treated and paid as if it was a normal working day, and the Employee shall receive a substitute paid RDO.

#### 9.4 RDO Coverage Crew

- (a) Where Employees are taking an RDO in accordance with the Calendar referred to in clause 9.3(a), the Employer may have a small number of electricians to work on the RDO where other trades are continuing to work on a construction project on that RDO. Such electricians may perform work in accordance with the following:
- (i) When two or more Employees are on coverage, perform productive work on construction wiring, repairs, safety rectification, testing and tagging, paperwork or other critical productive work.
  - (ii) When on coverage alone, perform productive work in the compound or shed including testing and tagging, paperwork or other work as agreed.
  - (iii) When work is being performed as detailed in this clause 9.4, interaction between the coverage electricians will occur to assist those undertaking the shutdown work.
- (b) At these times the Employees must be provided with effective site communication devices.
- (c) Where this work occurs on a Lock-Down weekend such Employees on the RDO

coverage crew shall be paid at a minimum of double time (or more if a higher rate/penalty is applicable pursuant to this Agreement) and receive a substitute paid day off, to be taken when nominated by the Employee. However, an Employee providing coverage pursuant to clause 9.4(a)(ii) will not be entitled to the payment of double time, unless this Agreement otherwise provides it.

#### 9.5 **Payment of RDOs**

- (a) Payment for RDOs shall include the daily Travel Allowance, and any applicable Site Allowance as prescribed by this Agreement.
- (b) Payment for RDOs will be made on the basis of time accrued. Where insufficient time has accrued, payment will only be made for the time accrued.
- (c) At no time shall RDOs be cashed out except on termination of employment.

#### 9.6 **Payment of RDOs upon Termination of Employment**

Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlement, and no more, has been provided. This means that Employees then having received more RDOs than they were entitled to will have the relevant amount removed from their final termination payments, and Employees who have received less than their full RDO entitlement will have the outstanding amount added to their final termination payments.

## 10 **Shift Work**

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### 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 shift, even though it is against their family interests to do so. Accordingly, where the Employer proposes to begin placing existing Employees onto a permanent, ongoing and/or long term shift, the Employer shall firstly, get agreement to engage in this conduct from a genuine and informed majority of the Employees.
- (b) Once the above agreement is obtained in respect of the particular shift, the Employer may request an Employee to work that shift work by giving at least 14 days written notice, however it shall not be compulsory to work shift work. By mutual agreement the notice period can be reduced. 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 any potential lifestyle effects such as 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.
- (c) Failure to comply strictly with all of the aforementioned requirements shall render any agreement invalid.

### 10.2 **Ordinary Hours of Work - continuous shiftwork**

- (a) This clause 10.2 will only apply to continuous shiftworkers.

- (b) The ordinary hours of continuous shiftworkers must average 36 hours per week inclusive of crib time and must not exceed 144 hours in 28 consecutive days.
- (c) 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 change over 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

- (a) This subclause 10.3 will apply to shiftworkers not on continuous work.
- (b) The weekly ordinary hours of work must be an average of 36 per week, to be worked in one of the following shift cycles;
  - (i) 36 hours within a period not exceeding seven consecutive calendar days; or
  - (ii) 72 hours within a period not exceeding 14 consecutive calendar days; or
  - (iii) 108 hours within a period not exceeding 21 consecutive calendar days; or
  - (iv) 144 hours within a period not exceeding 28 consecutive days.
- (c) 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) A shift roster must specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (b) 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.
- (c) 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) **Shift allowance**  
A minimum shift loading of 100% will apply for all shift work, including afternoon

shift, night shift and shifts worked on a Saturday or Sunday.

(b) **Overtime on shift work**

For all hours worked in excess of or outside the ordinary working hours prescribed by this Agreement, or on a shift other than a rostered shift, a minimum loading/penalty of 100% will apply.

(c) **Public holiday shift allowance**

Notwithstanding clause 10.5(a), a minimum shift loading of 150% will apply for all shift work performed on a public holiday.

- (d) Where shifts commence between 11.00 pm and midnight on a public holiday, the time so worked before midnight does not entitle the Employee to the public holiday rate for the shift. However, the time worked by an Employee on a shift commencing before midnight on the day preceding a public holiday will be regarded as time worked on the 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 rates in subclause 10.5 are not cumulative.

**10.6 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**

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11.1 This inclement weather clause sets out the full rights, obligations and entitlements of the parties and establishes the conditions under which payment for periods of inclement weather shall be made.

**11.2 Definition**

- (a) Inclement weather will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like) by virtue of which it is either unsafe and / or unreasonable for Employees to continue working when exposed to this weather.
- (b) For the purposes of this clause extreme high temperature will be taken to be a maximum of 35 degrees Celsius.
- (c) The 35 degrees Celsius is only to apply on sites to which this Appendix applies. At all other workplaces, where extremes of temperatures are encountered, client practice and The Occupational Health & Safety principles will apply.

**11.3 Temperature Measurement**

- (a) Temperature will be measured by the nearest automatic Melbourne Bureau of Meteorology Monitoring Station for example (but not limited to): Melbourne,



Moorabbin, Dunns Hill, Melbourne Airport & Point Wilson. At the commencement of each project, the on site management and Employee Representatives shall agree which is to be the applicable automatic weather monitoring station.

#### **11.4 Working Arrangements**

- (a) It is agreed that, in the event of inclement weather consultation will be held between the parties concerned with a view to reaching agreement to continue work. On reaching agreement, steps will be taken to ensure that work can continue in a safe and secure manner.
- (b) In all cases, consideration will be given to ensuring that a safe workplace is provided and safe systems of working are employed.
- (c) The parties 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 the Employer's entity.
- (d) The issue of inclement weather will be discussed with all Employees so they understand the following requirements.

#### **11.5 Restriction of Payment**

- (a) An Employee shall not be entitled to payment for inclement weather as provided for in this clause unless the Employee remains on the job until the provisions set out in this clause have been observed.
- (b) The entitlement to pay for time lost due to Inclement Weather is an entitlement not limited to ordinary time lost, and does apply to overtime and / or weekend work. Should overtime or weekend work be suspended due to inclement weather, then overtime payments will cease. Subject to the provisions of this Agreement concerning minimum payment for Saturdays and Sundays.
- (c) Employees not affected shall continue to work in accordance with the appropriate Agreement provisions, regardless that some Employees may be entitled to cease work due to inclement weather.
- (d) Should a portion of the project be affected by inclement weather, Employees can be relocated to unaffected areas on that site.
- (e) Prior to any Employee leaving the site due to inclement weather, consultation shall take place between Employees or their Employee Representatives and Site Management. Any stoppage of work, or withdrawal from site, without due consultation will mean that all involved Employees are denied an entitlement to payment as per this clause.

#### **11.6 Conference Requirement and Procedure**

- (a) The Employer, or the Employers' representative, shall, when requested by the Employees or an Employee representative, confer (within a reasonable period of time which should not exceed 1 hour) for the purpose of determining whether or not conditions are inclement. Any dispute about whether or not conditions are inclement shall be dealt with via the disputes procedure.
- (b) Provided that if the Employer or the Employers' representative refuses to confer within such reasonable period, Employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

#### **11.7 Cessation and Resumption of Work**

- (a) At the time Employees cease work due to inclement weather the Employer or the Employer's representative on site and the Employees or their Employee representatives shall agree and note the time of cessation of work.
- (b) After the period of inclement weather has clearly ended the Employees shall resume work and the time shall be similarly agreed and noted.

## 11.8 Dewatering

- (a) Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the Employer's obligations under the OH&S Act, all non-trades Employees shall assist in 'dewatering' their own work site or area if it is so affected. Such work to be paid at single time rates. Productive work will continue in areas not so affected.
- (b) Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by agreement of the parties, then dewatering will proceed as above with Employees so engaged being paid a penalty rate of double time as is the case for safety rectification work.
- (c) To avoid any confusion any 'dewatering' time which prevents an Employee from being engaged in their normal productive work is not included in any calculation for the purposes of determining whether an Employee is entitled to go home due to wet weather.

## 11.9 Requirements for work to continue on Sites affected by heat

- (a) On days forecast at 35 degrees Celsius plus, Employees must be relocated at 32 degrees Celsius, out of direct sunlight / or into operating and effective air-conditioned areas.
- (b) Once reaching 32 degrees Celsius Employees will not be required to walk more than 75 metres (from the amenities, first aid etc) through affected areas.
- (c) A level 2 First Aid worker must be on site and the Employees must be provided with site amenities with reverse cycle air-conditioning of a sufficient number.
- (d) Once the temperature reaches 35 degrees Celsius work will cease and workers may leave site, in all areas other than areas that have operating and effective air-conditioning systems.
- (e) Employees required for emergency work will be supplied with the appropriate protective clothing as required, sunscreen, hats, cool drinks and paid at the appropriate penalty rate of double time.
- (f) On days forecast to be 35 degrees Celsius plus, work can start at 6.00am by agreement between the Employer and majority of the affected Employees, notification is to take place not less than 1 hour prior to the normal finish time on the preceding day.

## 11.10 Requirements for work to continue on Sites affected by wet weather

- (a) Where Employees are prevented from performing their normal work duties because it is raining, they may be relocated on site to unaffected areas (other than lunch sheds, site amenities etc) to continue work. Assembly work can continue in sheds other than lunch sheds.
- (b) Where the Employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in an unaffected area unless:
  - (i) The rain stops; or
  - (ii) A covered walkway has been provided; or
  - (iii) The sheds are under cover and the Employees can get to the unaffected area without going through the rain or areas affected by casual water.
- (c) An unaffected area must be free of falling rain and not affected by casual water or where water would not drip on the Employees.
- (d) A level 2 First Aid worker must be on site and the Employees must be provided with site amenities with reverse cycle air-conditioning of a sufficient number.

- (e) On days forecast to be affected by wet weather, work can start at 6.00am by agreement, notification is to take place not less than 1 hour prior to the normal Finish time on the preceding day.
- (f) Where Employees are required for emergency work they will be provided with the appropriate protective clothing as required and paid at the appropriate penalty rate of double time.

**11.11 Alternate Site Relocation**

- (a) On days forecast to be affected by inclement weather, Employees can be transferred to unaffected sites. Notification to take place no less than 1 hour prior to work completion on the preceding day.

<b>Requirements for work to continue during inclement weather on sites</b>		
	<b>Wet</b>	<b>Heat</b>
Safety	A level two First Aid worker must be on site.	A level two First Aid worker must be on site.
Site Amenities	Reverse cycle Air-conditioning	Reverse cycle Air-conditioning
Walking from amenities First Aid etc to worksite	Covered walkways required Clause 11.10(b)	Once reaching 32 degrees Celsius, Maximum 75 Mtrs
On site relocation to unaffected areas.	Acceptable when rain commences. OK for assembly work to continue in sheds other than lunch sheds etc.	Relocation is acceptable either prior to or upon the temperature reaching 32 degrees Celsius Clause 11.9(a)
Determination of unaffected areas	Areas must be dry, safe and no falling rain. Clause 11.10(c)	Thermometers can be used in predetermined locations
Starting times	On days of forecast inclement weather work can start at	On days of forecast inclement weather work can start at
	6.00am by agreement. Clause 11.10(e)	6.00am by agreement. Clause 11.9(f)
Casual water	Work will not continue in areas affected by casual water. Rest of site continues. Clause 11.10(a)	N/A
<b>Requirements for Safety Work to be carried out during inclement weather on Appendix (B) sites.</b>		
	<b>Wet</b>	<b>Heat</b>
Emergency or safety work	Protective Clothing to be provided. Clause 11.10(f)	Protective Clothing to be provided, sunscreen, cool drinks etc. Clause 11.9(e)
Payment for Emergency or Safety Work.	Double Time.	Double Time

	6.00am by agreement. Clause 11.10(e)	6.00am by agreement. Clause 11.9(f)
Casual water	Work will not continue in areas affected by casual water. Rest of site continues. Clause 11.10(a)	N/A
<b>Requirements for Safety Work to be carried out during inclement weather on Appendix ( B ) sites.</b>		
	<b>Wet</b>	<b>Heat</b>
Emergency or safety work	Protective Clothing to be provided. Clause 11.10(f)	Protective Clothing to be provided, sunscreen, cool drinks etc. Clause 11.9(e)
Payment for Emergency or Safety Work.	Double Time.	Double Time
<b>Alternate Site Relocation on Appendix ( B ) sites</b>		
	<b>Wet</b>	<b>Heat</b>
Other site relocation	On days forecast to be affected by inclement weather, notification 1 hour prior to work completion on the preceding day. Clause 11.11	On days forecast to be affected by inclement weather, notification 1 hour prior to work completion on the preceding day. Clause 11.11
<b>Conditions where wages will not be paid on sites</b>		
	<b>Wet</b>	<b>Heat</b>
Unilateral cessation of work	Consultation is compulsory when requested within 1 hour. Clause 11.6(a)	Consultation is compulsory when requested within 1 hour. Clause 11.6(a)
Ambient temperature	N/A	If outside temperature is 35 degrees Celsius or greater, Work in air-conditioned or unaffected areas stops. Clause 11.9(d)
Cessation on site by Employees of other companies.	If Employees leave site and working conditions are available under clause 11.10	If Employees leave site and working conditions are available under clause 11.9
<b>Conditions where wages will be paid on sites</b>		
	<b>Wet</b>	<b>Heat</b>
Cessation on site by Employees of other companies.	If Employees leave site and working conditions are not available under clause 11.10	If Employees leave site and working conditions are not available under clause 11.9

## 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, unless specified differently elsewhere in this Agreement, and all training shall be without loss of pay/entitlements, unless specified differently elsewhere in this Agreement.

## 12.2 Training Committee

- (a) 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 be paid for such time spent undertaking training, in order to enhance his or her skills and performance on the job.

Where an Employee has undertaken a pre-employment induction for the purpose of, or in the course of, obtaining employment with the Employer on a specific project, such Employee will receive a payment at the ordinary rate for the time spent undertaking the induction.

Reimbursement for pre-employment inductions, on a specific project, will be capped at 2 hours of ordinary time.

- (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 EPIC, 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 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 some powers and limitations as those contained in the disputes settling 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.

#### 12.7 **Apprentice Development Training**

- (a) During the life of this Agreement, each Apprentice may be released without loss of

pay to attend an Apprentice Drug and Alcohol Education / Family Violence / Suicide Prevention Training/Awareness Course.

- (b) The course will be a one-day course, conducted by instructors with lived experiences.
- (c) Subject to clause 12.7(a), any training undertaken in accordance with this clause will be at no cost to the Employer.

### **13 Electronic Funds Transfer**

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- (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). Provided that if wages would not be available to an Employee because of a public holiday, wages shall be paid earlier so that they will be available on or before the normal pay day.
- (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 sub-clause 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**

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- 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 \$170.00.
  - (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.
- 14.3 The above mentioned equipment will be maintained by the Employee and replaced by the Employer on a fair wear and tear basis.
- 14.4 In addition to the above, the Employer will be required to provide the following protective equipment (SAA approved) for use, when necessary, by Employees during the performance of their required duties:
- (a) Safety helmets;
  - (b) Ear/hearing protection;
  - (c) Gloves;
  - (d) Skin protective cream/sun screen (30+ rating); and
  - (e) One pair of UV-rated safety glasses or UV rated clip-ons' suitable to overlay prescription spectacles (as recommended by the Victorian Building Industry Consultative Committee) shall be made available for Employees who are required to work on reflective surfaces such as:
    - (i) Metal decking;
    - (ii) Large concrete slabs exposed to sunlight;
    - (iii) Roofing;
    - (iv) Curtain walling;

### **14.5 Hearing Tests**

Audiometric tests should be conducted within two months of a person commencing employment, and thereafter at intervals of two years.

## **15 Disputes Settling Procedure**

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### **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 clause.
- (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, if conciliation does not resolve the dispute, 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**

- (a) The Disputes Board shall deal with all matters referred to it having full regard to the dispute procedure 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**

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### 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.

**(b) OHS Representative**

- (i) On every job site, workers may elect an OHS Representative in accordance with the OHS Act.
- (ii) The OHS Representative/s shall be elected by the Employees on the job on a democratic basis, and shall be subject to recall by a similar process.
- (iii) The Employer will allow the OHS Representative to participate in the Occupational Health and Safety Committee in accordance with the OHS Act. Such Committee undertakes the functions set out in Schedule 2.

**16.3 Employee Representatives and OHS Representatives**

- (a) 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.

**(b) Consultation**

- (i) The OHS Representative/s shall be allowed to consult with the principal contractor, or persons acting on his/her behalf, on matters directly concerned with safety of workers, and promote the safe conduct of work generally.
- (c) Shop Stewards and Health and Safety Representatives shall be engaged as Employees and work productively and undertake all normal work activities when not performing their representative roles.
- (d) Employee Representatives shall have no role in determining which Employees work overtime or otherwise, however they may have a role in ensuring agreed overtime rosters are fairly and properly implemented.
- (e) Nothing in clause 16.3(a) requires or permits the provision of information about Employees to any union or to a member of any union acting in a representative capacity, officer, or Employee of the union.

**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.
- 16.7 **Employee Representatives' Facilities**
- (a) The Employer, if it is the Builder/Head Contractor, will provide a facility for the use of Shop Stewards/Employee Representatives to perform their functions as on-site representatives under this Agreement. This facility will include:
    - (i) a fixed telephone and internet access and a PC;
    - (ii) a table and chairs;
    - (iii) a filing cabinet;
    - (iv) air conditioning/heating; and
    - (v) access to stationery and other administrative facilities, if available on site, following consultation between Employee Representatives and Site Management.

## **17 Apprentices and Trainees**

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### **17.1 Apprentices**

The parties to this Agreement recognise the Victorian electrical contracting industry will, during the life of this Agreement, be participating in unprecedented Victorian public infrastructure development. To avoid potential industry skill shortages, the parties agree to maximise the employment of Apprentices in accordance with the following provisions:

- (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 EnergyUtilities 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 Part 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.
- (q) However, it is recognised that some deficiencies currently exist with the manner in which examination of electrical mechanics curriculum/coursework is conducted.
- (r) 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.
- (s) 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 listed in Appendix A apply from the first full pay period on or after 1<sup>st</sup> March of each year.
  - (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.
  - (d) Where evidence is requested by the Employer, the TAFE Institute/RTO achievement allowance will only be paid to the Apprentice where evidence is provided by the Apprentice that would satisfy a reasonable person of clause 17.5(a).

#### **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 two (2) 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. 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. 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.

## **18 Picnic Day**

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All Employees including casuals, employed on construction sites and other agreed sites, 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 with a genuine and informed majority of the Employees, the Employer may substitute Picnic Day for another day and have the Employees work on Picnic Day. Where

this occurs, the Employees shall:

- (i) be paid at double time rates for all work on the Picnic Day;
- (ii) also receive a substitute paid Picnic Day off; and
- (iii) take the substitute Picnic Day off in the current work cycle.

An Employee cannot be forced to work on picnic day

## **19 Redundancy and Severance**

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### **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, performed 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 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 Exemption from the redundancy clause - “Redundancy Pay”**

(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.

### **19.4 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:

<b>Period of continuous service</b>	<b>Severance pay</b>
1 year	4 weeks' pay
2 years	6 weeks' pay
3 years	7 weeks' pay
4 years	8 weeks' pay
5 years	10 weeks' pay
6 years	11 weeks' pay
7 years	13 weeks' pay
8 years	14 weeks' pay



9 years	16 weeks' pay
10 years and over	12 weeks' pay

- (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 19.4(a) then he or she 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 year.

## 19.5 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 19.4(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 working on a Building and Construction Project (other than apprentices), contributions will be at the following rates:
  - (A) \$110.00 per week
  - (B) \$120.00 per week from 1 October 2022
  - (C) \$130.00 per week from 1 October 2023
  - (D) \$140.00 per week from 1 October 2024
- (vii) Currently, Protect charges no administrative fee to provide the

administration service referred to in this clause. If the Directors of the Board of Protect Severance Fund (ie. ElecNet (Aust) Pty Ltd) unanimously resolve that such a fee is required and the Victorian Branch of the National Electrical and Communications Association agrees, then the Employer shall also be required to pay such administration fee in addition to the above contributions. The administration fee must be reasonable in the circumstances and be in line with industry practice.

- (viii) Clause 26.7 applies while an Employee is working on a Metal Engineering Construction Project, in place of this clause.

(b) **Salary sacrifice of severance contributions into superannuation**

- (i) Subject to clause 19.5(b)(ii) an Employee may, as an alternative (whether partial or complete) to the benefit set out in clause 19.5(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 in 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 19.5(b)(i), the additional contributions into superannuation will be equivalent to the amount sacrificed from the severance.

(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 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 Employee 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

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### 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, upon the expiration of the relevant training) the Employer must make payment in lieu of notice in accordance with the following

table:

<b>Period of continuous service</b>	<b>Payment in lieu of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

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 payment in lieu of notice.

- (b) Notwithstanding clause 20.1(a), the Employee may elect to work out the notice period instead of receiving payment in lieu of notice.
- (c) 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.
- (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 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's employment is terminated.
- (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's employment is terminated, 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 Years Day (or days in lieu thereof) shall be regarded as a group.
- (c) To avoid doubt, if the public holiday falls *within* the period for which payment in lieu is made, the Employee will only be paid once in respect of that day (i.e. the payment will not be made in addition to the payment in lieu).
- (d) Subclauses 20.3(a), (b) and (c) do not apply where the Employer terminates the employment without notice in accordance with clause 20.2.

- 20.4 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

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### 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 (or other fund nominated pursuant to clause 22.1(a)), "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
  - (iii) the Employer provides evidence that the non-compliance is due to matters beyond control of the Employer. 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

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### 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 a complying Superannuation Fund nominated by the Employee in accordance with the *Superannuation Guarantee Administration Act 1992* (Cth). Where an Employee does not nominate a Fund, contributions will be paid into the C+BUS industry Superannuation Fund.

- (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% of Ordinary Time Earnings (**OTE**) provided the minimum weekly payment (for other than apprentices) shall be \$165.00 for Grades 1 to 4 (pro-rata for part-time Employees) and \$200.00 for Grade 5 onwards (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);
- (f) Contributions are not required for periods when Employees are on unpaid leave unless otherwise agreed.

## 23 Leave

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### 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 weeks 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 taken by Employees shall include:
  - (i) the all-purpose rate of pay applicable at the time that an Employee takes

annual leave; and

(ii) annual leave loading, calculated in accordance with clause 23.1(d).

(d) **Annual leave loading**

In addition to the payment provided for in clause 23.1(c), when an Employee takes a period of paid annual leave, the Employer is required to pay a leave loading as follows:

(i) **Employees other than shiftworkers**

Employees other than shiftworkers will be paid an annual leave loading of 17.5% of the payment under clause 23.1(c)(i).

(ii) **Shiftworkers**

Shiftworkers will be paid an annual leave loading of 30% of the payment under clause 23.1(c)(i) (instead of the 17.5% loading), provided that:

- (A) the Employee has worked shift work in accordance with clause 10 for a period of 8 weeks or more in the previous 6 month period; and
- (B) the Employee would have been working shift work in accordance with clause 10 had the Employee not been on leave during the relevant period.

If these conditions are not satisfied, the loading of 17.5% applies.

(e) 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.

(f) **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.

(g) **Annual Leave upon termination**

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

(h) **Excessive Leave**

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.

(i) **Annual Close Down**

(i) **Closedown in Construction**

(A) It is agreed that whenever annual leave is taken pursuant to the Industry Calendar in clause 9.3 it is to be taken in accordance with the following procedure.

- (1) Employees who have not accrued sufficient pro rata annual leave prior to commencement of the Christmas/New Year period, may be granted leave without pay by their Employer to give that Employee at least the minimum leave of absence required.
- (2) Where the Employer decides to close a site over the

Christmas/New Year period for any period in excess of the agreed minimum closedown, up to and including 20 Annual Leave days, then the Employer shall give at least 2 months' notice to Employees. Employees who have no, or insufficient, accrued annual leave equal to the period of the closure, may be granted leave without pay for that period.

(B) Exemption to have Employees perform specific work during Closedowns may be agreed to by the Employer and a genuine and informed majority of the Employees. Where agreement is obtained, Employees performing such work shall receive penalty rates of a minimum double time (or more if a higher rate/penalty is applicable pursuant to this Agreement) and accrue an additional paid day off for each day worked during the closedown.

(1) An Employee cannot be forced to work during a Closedown.

(C) Where an Employee requests that annual leave be allowed in one continuous period at Christmas, such a request shall not be unreasonably refused.

(D) It is a breach of this Agreement for an Employee to be paid the Employee's full accrual, or part thereof, of annual leave at Christmas or any other time, unless that Employee takes such annual leave or the Employee's employment is terminated. Employment is not to be terminated for reasons of avoidance of this clause.

(j) **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.

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

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.

(l) **Working whilst on annual leave**

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.

(m) **Annual leave allowed before due time**

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

(n) 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.

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

(p) **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:

<b>Additional annual leave being accrued for the year</b>	<b>Hours sacrificed/accrued each week</b>
<b>1 week</b>	<b>0.692</b>
<b>2 weeks</b>	<b>1.384</b>
<b>3 weeks</b>	<b>2.077</b>
<b>4 weeks</b>	<b>2.769</b>

- (viii) An agreement, as established in clause 23.1(p)(i) can be terminated at the Employer's discretion by the Employer giving 6 months' notice to the Employee.

**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) Christmas Day
  - (x) Melbourne Cup Day (or alternate days in regional areas)
  - (xi) Boxing Day; and



- (xii) 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) Casual Employees shall have no entitlement to payment for public holidays they do not work.
- (e) The rate of pay for public holidays not worked will be the all-purpose rate of pay.

### 23.3 Personal/Carer's Leave

#### (a) Accrual

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

Upon employment	5 days
6 to 12 months employment	5 days accrue progressively
Second and subsequent years	10 days accrue progressively

- (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 the 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 as defined in the FWA and is subject to paragraph (b) and for the avoidance of doubt, it does not include voluntary emergency management activity.

(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.

**(permissible 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.
- (c) 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, does not carry over into the subsequent year.

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

## **24 Tools of Trade**

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### **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
- (v) Crimping tool
- (w) Tool box

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 \$1,600.00. Where evidence is produced by the Employee that they have suffered a greater loss, the Employer shall pay the additional amount.

## 25 **Building and Construction Allowances**

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#### 25.1 **Application of this clause**

The allowances in this clause 25 apply only to Employees while working on a Building and Construction Project, or on a Metal Engineering Construction Project to which clause 26 does not apply.

#### 25.2 **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 will not act to disadvantage any Employee, who is already receiving a higher rate.

#### 25.3 **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.

#### 25.4 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 shall include any required insurance.

#### 25.5 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 is:

##### **Allowance**

Meals	\$60.00 per day
Accommodation	\$120.00 per day
Total Daily	\$180.00
Total Weekly	\$810.00

- (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.

#### 25.6 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 themselves 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 by this clause only, the Employer shall not have more than one workshop or depot within a 50-kilometre radius within a State/Territory boundary, unless otherwise agreed by the Employer and the Union. 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 25.6(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 25.6(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 25.6(c)(ii) only, such an Employee shall receive the amount for Free Transport Fares

set out in Appendix A 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**

	Travel Time (clause 25.6(b))	Fares (clause 25.6(c)(ii))	Excess Travel Time (clause 25.6(c)(iii))	Incidentals (clause 25.6(c)(iv))	Free Transport Fares (clause 25.6(c)(v))	Permanent Maintenance (clause 25.6(e))
Start and or finish on the job using own vehicle	Yes	Yes	Yes (if more than 50 km from the workshop or depot)	Yes (if more than 50 km from the workshop or depot)	No	No
Start and or finish on the job provided with transport	Yes	No	Yes (if more than 50 km from the workshop or depot)	No	Yes	No
Start and finish at the depot or workshop	Yes	No	No	No	No	No
Permanent Maintenance Crew	No	No	No	No	No	Yes
RDOs	Yes	No	No	No	No	Yes



	Travel Time (clause 25.6(b))	Fares (clause 25.6(c)(ii))	Excess Travel Time (clause 25.6(c)(iii))	Incidentals (clause 25.6(c)(iv))	Free Transport Fares (clause 25.6(c)(v))	Permanent Maintenance (clause 25.6(e))
Apprentices at trade school	Yes	No	No	No	No	Yes
Annual Leave	No	No	No	No	No	No
Public Holidays	No	No	No	No	No	No
Sick Leave	No	No	No	No	No	No
Payment of accrued leave and/or notice in lieu upon on termination	No	No	No	No	No	No
Superannuation	Yes	No	No	No	Yes	Yes

#### 25.7 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.

#### 25.8 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.

#### 25.9 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.

#### 25.10 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.

#### 25.11 Demolition Work Allowance

Where Employees covered by this Agreement are employed in connection with and on work with Employees of demolition contractors on major demolition works they shall be paid the rate in the table below per hour in lieu of the relevant site allowances as provided

for in clause 26. The amount shall be adjusted at the end of each 12 month period after 1 March 2021, by the CPI (all Groups, Melbourne), CPI movement for the closest preceding 12 month period.

1 October 2020	\$7.50
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#### 25.12 Multi-storey allowance

##### (a) Eligibility for multi-storey allowance

- (i) A multi-storey allowance 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.

##### (b) Definition of multi-storey building

- (i) For the purposes of this clause a multi-storey building is a building which will, when complete, consist of five or more storey levels.
- (ii) 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).

##### (c) Multi-storey allowance

- (i) Except as provided for in clause 25.13, an allowance in accordance with Appendix A 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.
- (d) Floor Level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments set out in this Appendix.
- (e) The allowance payable at the highest point of the building shall continue until completion of the building.

#### 25.13 Service Core Allowance

All Employees employed on a service core at more than fifteen metres above the highest point of the main structure shall be paid the multi-storey rate appropriate for the main structure plus the Towers allowance, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one day period (i.e. for this purpose the highest point of the main structure shall be regarded as though it were the ground in calculating the appropriate towers allowance).

Employees employed on a service core no higher than fifteen metres above the main structure shall be paid in accordance with the Multi-storey Allowance prescribed herein.

Provided that any section of a service core exceeding fifteen metres above the highest point of the main structure shall be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.

#### 25.14 Towers allowance

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 or silo, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, the amount set out in Appendix A, with an extra amount as set

out in Appendix A for work above each further fifteen metres.

#### 25.15 **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.

#### 25.16 **Accident pay**

- (a) **Accident pay for incapacity resulting from injury**
- 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**
- 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 (5) 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 pay as provided shall cease from the date of such redemption.

#### 25.17 **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.

**25.18 Rate for ordering materials**

- (a) A flat rate 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.

**25.19 Building Construction Site Allowance Procedure**

- (a) This procedure shall apply to work covered by this Part in the State of Victoria, excluding Metal Engineering Construction Projects to which clause 26 applies, or on any project where the project value is below \$5 million.
- (b) The applicable Site Allowance shall be determined either by:
  - (i) Sub-clause (e) if the project is contained within the City of Melbourne as defined in sub-clause (m); or
  - (ii) The amount contained in sub-clauses (f).
- (c) The Site Allowance shall be paid at the appropriate rate per hour 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. Any applicable allowances in this Agreement (other than those mentioned above) shall be applied as and when incurred, in accordance with this Agreement.
- (d) The Site Allowances in this clause are to be adjusted annually in line with CPI movements. The following rates are current from 1 March 2021.
- (e) City of Melbourne (as defined in sub-clause (l) hereof):
  - (i) New Projects
    - (A) 5m to \$250m \$4.35 per hour worked
    - (B) Over \$250m as per New Projects Victoria (sub-clause (f))
  - (i) Renovations, Restoration &/or Refurbishment work
    - (C) \$3.75 per hour worked
  - (ii) The Site Allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all Employees on the project.
- (f) New Projects Victoria

Project Value \$ Million	Site Allowance \$ per Hour
\$5 – 30 million	\$2.50
\$30 – 50 million	\$3.00
\$50 – 100 million	\$3.50

\$100 – 250 million	\$4.00
\$250 – 400 million	\$4.50
\$400 million – 1 billion	\$5.00
For projects above \$1 billion, there shall be an increment in site allowance of 10 cents per additional \$100m or part thereof.	

- (ii) All new Docklands projects are to be in accordance with the new scale of Site Allowances.
  - (iii) Project Value is to include the cost of total works directly associated with construction work, including the value of any fixtures.
  - (g) The Rates shall be reviewed no later than 30 September of each year, and thereafter for each subsequent year of the Agreement taking account of the CPI movement and the economic circumstances prevailing in the industry at that time.
  - (h) The Site Allowance values and project values in this Clause shall be adjusted by the CPI (all Groups, Melbourne), effective from 1 October each year thereafter according to the above CPI movement for the preceding period July to June in each year.
  - (i) The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000.
  - (j) In all cases where the parties fail to reach agreement on the project value for the purpose of determining the Project Site Allowance to apply to a particular site or project, then such disagreement shall be referred to the Disputes Board for determination in accordance with clause 15.2(d) of this Agreement. If necessary to ensure compliance with the Building Code 2016, the parties will vary this Agreement to give effect to the determination of the Disputes Board. The Disputes Board's determination shall be final and binding on the Parties (and there shall be no right of review by FWC in respect of such a decision).
  - (k) In determining the project value, the Disputes Board shall have regard to the Site Allowance Guidelines, and shall not deviate from these Guidelines unless there are special and exceptional circumstances. Where the procedures prescribed by this Clause are being followed, work shall continue normally. In the event of Employees taking industrial action in pursuance of a claim, the date of operation of the Project Site Allowance shall not commence before the date on which the Employees cease industrial action.
- (l) **City of Melbourne Boundaries**
- (i) For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the "City of Melbourne" are defined as follows:
  - (ii) Commencing at the point where CityLink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, MacArthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevard and following the water line to Lorimer Street, and then east along Lorimer Street as far as CityLink (Western Link). Follow CityLink north to Racecourse Road to complete the boundary.
  - (iii) The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street and Alexandra Parade.
  - (iv) Where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

(m) **Melbourne Airport**

All new construction and extension / refurbishment work at Melbourne Airport having a project value in excess of \$3 million will attract, for each and every hour worked on-site the current City of Melbourne Site Allowance as provided in subclause (e) plus an additional 15c per hour.

(n) **Civil Road Construction**

Employees shall receive a flat rate site allowance in the amount as set out in the table above for all time working on a civil road construction project.

(o) **Shopping Centres**

(i) **Site Allowance**

All new construction and extension/refurbishment work of shopping centres, retail strip shops and stand alone retail facilities having a project value in excess of \$3 million will attract the then current City of Melbourne Site Allowance.

This subclause applies only to projects where the retail component is at least \$3 million and occupies at least 51% of the area of the project.

(p) **Fast Food Allowance:**

(i) A site allowance as set out in the table below per hour will be paid on all fast food construction and on refurbishment with a building permit value in excess of the amounts set out in the table below, provided that a site allowance in accordance with sub-clauses (a) to (k) will be paid on projects with a project value in excess of \$3 million.

	Allowance	Building Permit Value
From Commencement	\$2.80	\$477,000
From 1 October 2021	\$2.85	\$485,000
From 1 October 2022	\$2.90	\$493,000
From 1 October 2023	\$2.95	\$501,000
From 1 October 2024	\$3.00	\$509,000

25.20 **Altona Area Allowance**

An Employee working within a 8km radius from the intersection of Koroit Creek Road and Millers Road, Altona, shall when employed on chemical or petrochemical plants or on commercial or industrial jobs within 1km of the nearest part of the perimeter of such plants or within the perimeter of storage tank farms, be paid an all-purpose allowance of \$1.10 per hour extra, effective 1 June 2015. This allowance will be adjusted annually (effective from 1 June) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 months to March (increases to be rounded to the nearest 5 cents).

25.21 **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 an all-purpose allowance of:

(i)	Basic:	\$10 per week
(ii)	Intermediate:	\$20 per week
(iii)	Advanced:	\$30 per week

25.22 **Personal Electronic Devices**

Where an Employer requests and an Employee agrees to download and maintain software on a personal electronic device (such as a mobile phone or tablet), which is primarily for the benefit of the Employer, the Employer commits that such software will not be used for the purpose of timekeeping or tracking the Employee.

## 26 Metal Engineering Construction Allowances

### 26.1 Application of this Clause

- (a) This clause applies only to Employees while working on a Metal Engineering Construction Project with a value greater than \$70 million.
- (b) Where this clause 26 applies, clause 25 does not apply.

### 26.2 Tool allowance

A weekly, all purpose tool allowance will apply for all trades persons (including apprentices) at the following rate:

	From Commencement	1-Oct-21	1-Oct-22	1-Oct-23	1-Oct-24
Weekly all-purpose tool allowance	35.49	35.84	36.92	38.03	39.17

### 26.3 Commissioning Allowance

Employees who are assigned to the commissioning crew on a Metal Engineering Construction Project only shall receive an extra 15% on top of their classification rate. This does not include installation tests required by AS/3000.

### 26.4 Fares and Travel

- (a) The following shall apply:

Fares and Travel						
		From Commencement	1-Oct-21	1-Oct-22	1-Oct-23	1-Oct-24
Provides own transport	0-40kms	50.54	51.05	52.58	54.15	55.78
Provides own transport	40-70kms	73.52	74.26	76.48	78.78	81.14
Provides own transport	70+ kms	122.91	124.14	127.86	131.70	135.65
Provided with transport	0-40kms	19.53	19.73	20.32	20.93	21.55
Provided with transport	40 - 70kms	31.01	31.32	32.26	33.23	34.22
Provided with Transport	70+ kms	42.5	42.93	44.21	45.54	46.91

- (b) For the purposes of this subclause, distance means the distance between the on-site project location and the residential location of where the Employee resides whilst engaged on the project. This includes temporary accommodation at some place other than an Employee's usual place of residence.
- (c) However, where the on-site project location is within a 60km radius of the Melbourne GPO or the Geelong GPO the following shall apply:

Fares and Travel					
	From Commencement	1-Oct-21	1-Oct-22	1-Oct-23	1-Oct-24
Provides own transport	41.35	41.76	43.02	44.31	45.64
Provided with transport	19.53	19.73	20.32	20.93	21.55

**26.5 First Aid, Leading Hand, Living Away from Home and Construction Wiring Allowances**

- (a) First Aid, Leading Hand, Living Away from Home and Meal Allowances will be in accordance with clauses 25.7, 25.9, 25.5 and 25.17 respectively. To avoid doubt, the Construction Wiring allowance applies in accordance with clause 4.16.

**26.6 Metal Engineering Construction Site Project Allowance**

- (a) Major Metal Engineering Construction Projects: Metal Engineering Construction Projects with a value of \$140 million and over
- (i) For **major metal engineering construction** projects only, in recognition of the nature of such projects, a project disability allowance shall be paid at a rate of

As from commencement	\$6.75	per hour all-purpose
As from the 1 <sup>st</sup> of March 2022	\$7.00	per hour all-purpose
As from the 1 <sup>st</sup> of March 2023	\$7.25	per hour all-purpose
As from the 1 <sup>st</sup> of March 2024	\$7.50	per hour all-purpose

- (ii) This allowance shall be deemed to compensate for all special factors and/or disabilities including, but not limited to location, heat, height, dust, confined space, dirty work and wet work and all special rates and shall be in lieu of any other allowance in this Agreement, except those expressly stated to apply in this clause 26.
- (b) General metal engineering construction projects: Metal Engineering Construction Projects with a value of between \$70 and \$140 million
- (i) For **General Metal Engineering Construction** projects, in recognition of the nature of such projects, a project disability allowance shall be paid at the applicable rate set out below:
- (A) **For general metal engineering** projects within the City of Melbourne, the project disability allowance shall be \$4.00.
- (B) **For general metal engineering** projects outside the City of Melbourne, the project disability allowance shall be \$3.90.
- (ii) The Project Disability Allowance shall be paid at the appropriate rate per hour all-purpose, 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. Any applicable allowances in this Agreement (other than those mentioned in this subclause) shall be applied as and when incurred, in accordance with this Agreement.
- (c) The Project Disability Allowances in this clause, other than clause 26.6(a), are to be adjusted annually on 1 October in line with CPI movements to the nearest 5 cents.
- (d) In all cases where the parties fail to agree on matters related to the application of the project disability allowance, then the matter shall be referred to the Disputes Board for determination in accordance with clause 15.2(d). If necessary to ensure



Building Code 2016 compliance, the parties will vary this Agreement to give effect to the determination of the Disputes Board. The Disputes Board's determination shall be final and binding on the Parties (and there shall be no right of review by FWC in respect of such a decision).

(e) **City of Melbourne Boundaries**

For the purposes of determining the Project disability Allowances in this clause in accordance with this Agreement, the boundaries of the "City of Melbourne" are defined as follows:

Commencing at the point where CityLink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, MacArthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevard and following the water line to Lorimer Street, and then east along Lorimer Street as far as CityLink (Western Link). Follow CityLink north to Racecourse Road to complete the boundary.

The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street and Alexandra Parade. Where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

26.7 **Severance**

- (a) This clause 26.7 only applies to Employees (other than apprentices) while working on a Metal Engineering Construction Projects. To avoid doubt, the rates set out below apply instead of the rates in clause 19.
- (b) Whilst working on major metal engineering construction projects:
- (i) an Employee contribution will be paid for each hour worked at the following rates:
    - \$5.95 per hour
    - \$6.10 per hour from 1 March 2022
    - \$6.25 per hour from 1 March 2023
    - \$6.40 per hour from 1 March 2024
  - (ii) For other periods of authorised absence, such as paid leave, unpaid leave due to illness/injury, WorkCover and Income Protection, Employees will be paid at the following rates:
    - \$120.00 per week
    - \$130.00 per week from 1 October 2023
    - \$140.00 per week from 1 October 2024
  - (iii) No severance payments will be made to Employees who proceed on authorised leave without pay for recreational purposes.
- (c) Whilst working on **general metal engineering construction** projects:
- (i) an Employee contribution will be paid at the following rates:
    - \$110.00 per week
    - \$120.00 per week from 1 October 2022
    - \$130.00 per week from 1 October 2023
    - \$140.00 per week from 1 October 2024

26.8 **Altona Area Allowance**

- (a) An Employee working within a 8km radius from the intersection of Kororoit Creek Road and Millers Road, Altona, shall when employed on chemical or petrochemical plants or on commercial or industrial jobs within 1km of the nearest part of the perimeter of such plants or within the perimeter of storage tank farms, be paid an all-purpose allowance of \$1.35 per hour extra (current as at 1 June 2021). This allowance will be adjusted annually (effective from 1 June) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 months to March (increases to be rounded to the nearest 5 cents).

#### 26.9 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 an all-purpose allowance of:

(i)	Basic:	\$10 per week
(ii)	Intermediate:	\$20 per week
(iii)	Advanced:	\$30 per week

### 27 Salary Sacrifice/Packaging

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- 27.1 Employees may elect to sacrifice a proportion of their wages to their superannuation fund 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.
- 27.2 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.
- 27.3 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),
  - Immediately be reviewed in the event of any change to any relevant Act(s) or ATO rulings.
- 27.4 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).

### 28 Rehabilitation of Injured Workers

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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.

## 29 Instrument Trade Classifications

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- 29.1 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). A decision of the Disputes Board made pursuant to this clause 29.1 must not be inconsistent with the Building Code 2016.

## 30 Income Protection Insurance

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- 30.1 The Employer shall provide Income Protection Insurance through an ETU nominated policy and scheme. It is agreed that the Income Protection Insurance payments 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.
- 30.2 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.
- 30.3 The Income Protection Insurance payments and cover shall be as follows:

	From date of operation of agreement	From 1 October 2022
Tradesperson's rate	\$33.45 per week	\$38.50 per week
For Cover	\$1,600.00	\$1800.00
Apprentice rate	\$22.95 per week	\$22.95 per week
For Cover	\$1000	\$1000

\* These rates are inclusive of GST and stamp duty.

## 31 Consultation

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### 31.1 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 31.1(a)(i) hereof, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse affects 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 31.1(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.

**31.2 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 a representative, including the Union, 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.
- (i) 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.

### 31.3 Consultation and Industrial Relations on Projects

- (a) The Employer, upon notification of successful tenders on a Building and Construction Project or Metal Engineering Construction Project, where the total project value is over \$150 million, must provide the following information in writing to the ETU within seven days:
  - (i) job location;
  - (ii) estimated duration;
  - (iii) start date;
  - (iv) type of work;
  - (v) estimated workforce; and
  - (vi) name of principal contractor on the job.

### 31.4 Consultation and Industrial Relations on major projects

- (a) With respect to work performed on major engineering construction projects or major building and construction projects, all persons covered by the Agreement acknowledge the importance of working together, in a manner consistent with the terms of the Agreement, to try to reach agreement on matters which may otherwise give rise to industrial disputation. Accordingly, when the Employer is to begin work on a major engineering construction project or major building and construction project, the Employer shall consult with the Employees in accordance with this clause.
- (b) In the normal course, it is expected that consultation will occur within the 14 days leading up to the commencement of the work. If for any reason this does not occur, or if the Employer has less than 14 days’ notice of the need to commence work, consultation will occur as soon as reasonably practicable - and in any case not more than 14 days after the commencement of the work. For the purposes of this clause, consultation means genuine and meaningful discussions where the Employer must seriously consider and take into account the positions put forward. Failure to consult within the specified timeframe is a breach of the Agreement.
- (c) The Employer will consult over the following matters, insofar as they relate to the manner in which work will be conducted on the project within the framework of that Employer:
  - (i) the employment of apprentices;
  - (ii) conditions of employment on site;
  - (iii) diversity in employment;

- (iv) the consideration of employment of local labour for work in regional areas;
  - (v) the consideration of employment of persons with appropriate skills and experience to carry out the duties of Shop Steward and OHS Representative on a particular major construction project and within the context of the Employers business and their expectations; and
  - (vi) site amenities.
- (d) For clarity, nothing in this clause shall operate to:
- (i) remove the right of an Employee to choose their own representative;
  - (ii) impact the provisions of the OHS Act, including those dealing with the election of OHS Representatives;
  - (iii) impact an Employee's right to be, or not be, a member of an industrial association.

These matters shall be communicated to the Employees prior to consultation occurring in accordance with this clause.

(e) **Disputes:**

- (i) Should a dispute arise with respect to this clause, including any of the above matters in clause 31.4(c), the dispute may be referred to the Electrical and Communications Industry Disputes Board, which shall have exclusive jurisdiction to conciliate and arbitrate the dispute in accordance with clause 15.3 and this clause.
  - (ii) 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).
  - (iii) The Disputes Board shall be able to make any determination that it sees fit in relation to the matters in this clause, including clause 31.4(c).
- (f) To avoid doubt nothing in this clause will be taken to in any way permit any delay to, or prevent, the commencement of work on a project, or provide justification for work to cease.

## **32 Discipline and Counselling Procedure**

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32.1 The purpose of Counselling and Disciplinary Procedures is to:

- (a) Ensure all Employees are aware of the behaviours and standards expected of them at work.
- (b) Inform Employees where they are not meeting the behaviours and standards expected of them, and the results of not complying.
- (c) Provide Employees with the opportunity and support to meet workplace behaviours and standards.

32.2 The Employer will ensure to conduct any disciplinary or counselling process in accordance with the principles of procedural fairness and natural justice.

## **33 Amenities**

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33.1 It is the responsibility of the Builder/Head Contractor to ensure that the amenities prescribed by the Workplace Code of Practice for Building and Construction Workplaces are provided as a minimum. Where, however, that standard is not maintained due to an action or event beyond the control of the Employer, the Employer should be allowed reasonable time in which to rectify the problem

33.2 In all instances, the following procedure shall be observed:

- (a) A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc., shall be provided.
- (b) Where there is an issue relating to amenities, the immediate concern must be to rectify the issue. A reasonable period will be allowed to any Employer alleged to have committed a breach, to comply with all requirements of this Clause.
- (c) Mess/Change Shed Facilities Dimension/Construction Requirements and Construction Sheds.
  - (i) All Sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate ventilation and lighting. They must have a floor above ground level and be lined on ceilings and walls.
  - (ii) Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of Employers' equipment, tools and materials.
  - (iii) Shed/s shall provide not less than 0.75 square metres of floor space per person employed at any one time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.
  - (iv) Where 5 or more persons are employed at one time, the floor area shall not be less than 9 square metres.
  - (v) Adequate facilities are to be provided for warmth and for drying clothes eg. strip heaters.
  - (vi) Provided that 20 or more persons are employed on site at any one time, the Employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 0.75 square metres of floor space per person.
  - (vii) Where less than 20 persons are employed on site at any one time, the Occupational Health and Safety (Building Industry) Regulations will apply to provisions of messing and changing facilities.
- (d) **Contents**
  - (i) In the changing facilities, separate clothes hanging facilities for each person employed are to be provided (coat hooks only to be used).
  - (ii) In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.
  - (iii) In the messing facilities, sufficient tables with fixed washable laminex or vinyl surface, and seating for the taking of meals, are to be provided.
  - (iv) Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.
  - (v) Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.
  - (vi) A washable vinyl floor surface in all facilities is to be provided.
  - (vii) Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).
  - (viii) All facilities are to be cleaned and disinfected on a regular basis.
- (e) **Sanitary Facilities – (as per Occupational Health and Safety [Building Industry] Regulations 1985)**
  - (i) Closets shall be soundly constructed and roofed with weatherproof material. The floor of each closet shall be well drained and constructed of concrete, bricks and cement, or of other approved materials which shall be

impervious to water. Every closet shall be well lighted by natural or artificial light and shall be ventilated. Each closet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.

- (ii) Where practicable, toilets to be connected to sewerage before commencement of the job.
- (iii) Closet/urinal location to be conveniently accessible to Employees, but not so close as to cause a nuisance to those persons.
- (iv) Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.
- (v) Conveniently accessible closets and urinals are to be distributed every 5th floor on multi storey constructions.
- (vi) Closets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.
- (vii) Adequate washing facilities, suitably drained, and wash basins/troughs are to be supplied with hot and cold running water.
- (viii) Soap and towels are to be supplied.

(f) **Closet / Urinal Requirements**

Employees	Closets	Urinals
1-5	1	Nil
6-10	1	1
11-20	2	2
21-35	3	4
36-50	4	6
51-75	5	7
76-100	6	8

- (i) For each additional 20 persons or part thereof up to 200 persons, one additional urinal and one additional closet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional closet is required. If a slab urinal is provided, each 600-mm shall be regarded as one urinal.
- (g) Where women are employed onsite, separate amenities will be provided. These shall include changing facilities that meet the standard for Sanitary Facilities as per the Workplace Code of Practice for Building and Construction Workplaces or its successor.

## 34 Tunnelling

For employees performing work on or associated with the following projects:

- a) North East Link



- b) Westgate Tunnel
- c) Airport Rail Link
- d) Suburban Rail Loop

The following payments set out at clause 34.1 to 34.3 will apply in lieu of those respective amounts contained within Part B of the Agreement. The amounts provided by clause 34.4 are in addition to any other amounts payable to employees in accordance with Part B:

#### 34.1 Meal Allowance

- (a) An Employee required to work overtime for one and one half (1.5) hours or more after working ordinary hours must be paid an Overtime Meal Allowance on each occasion as follows:

From the first pay period commencing on or after 1 March 2021 \$33.37

From the first pay period commencing on or after 1 March 2022 \$34.70

From the first pay period commencing on or after 1 March 2023 \$35.74

This clause applies in lieu of clause 25.17 of this Part B.

#### 34.2 Travel Allowance

- (a) A payment shall be made for each day worked, including RDOs, for daily fares and travel as follows in lieu of the amounts that would otherwise be provided by clause 25.6(b) and 25.6(c)(ii) of this Part B:

From the first pay period commencing on or after 1 March 2021 \$51.00 per day

From the first pay period commencing on or after 1 March 2022 \$53.00 per day

From the first pay period commencing on or after 1 March 2023 \$55.00 per day

#### 34.3 Site Allowance

- (a) Site allowance will be paid to employees at a flat hourly rate for all hours worked on site, including RDOs, at the following rate in lieu of the amount that would otherwise be provided by clause 25.19 of this Part B:

From the first pay period commencing on or after 1 March 2021 \$9.70 per hour

From the first pay period commencing on or after 1 March 2022 \$10.35 per hour

From the first pay period commencing on or after 1 March 2024 \$10.75 per hour

#### 34.4 Special Project Productivity Allowance

- (a) An all-purpose special project productivity allowance will be paid to employees per hour at the following rate:

From the first pay period commencing on or after 1 March 2021 \$3.00 per hour

From the first pay period commencing on or after 1 March 2022 \$3.50 per hour

From the first pay period commencing on or after 1 March 2023 \$4.00 per hour

## APPENDIX A - WAGE RATES & ALLOWANCES

### 1 Method for determining wage rates

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#### 1.1 Inclusions

The Gross All Purpose Wage Rates in this Appendix for each classification are comprised of 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)
- (e) Construction Allowance

#### 1.2 Example

Grade EW	Minimum Weekly Payment	Industry Allowance	Construction Allowance	Tool Allowance	Gross All-Purpose Wage Supervised Licence		"A" Class Licence Allowance	Gross All-Purpose Wage "A" Class Licence	
					per week	per hour		per week	per hour
5	1,176.65	72.98	46.38	35.06	1,331.07	36.97	51.87	1,382.93	38.41

#### 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 Building and Construction: Wage Rates

The rates of pay in this part apply only to Employees engaged in on-site work on a Building and Construction Project.

### 2.1 Wage Rates

The 36 hour all-purpose weekly ordinary wage rates of full-time Employees will be:

Grade EW	From Commencement				From 1 October 2021				From 1 October 2022			
	"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"	
	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week
1			47.47	1708.86			47.94	1725.95			49.38	1777.73
2			49.42	1779.29			49.92	1797.08			51.42	1851.00
3			51.38	1849.67			51.89	1868.17			53.45	1924.21
4			53.34	1920.12			53.87	1939.32			55.49	1997.50
5	59.00	2124.06	56.79	2044.41	59.59	2145.30	57.36	2064.85	61.38	2209.66	59.08	2126.80
6	60.95	2194.34	58.75	2114.86	61.56	2216.28	59.33	2136.01	63.41	2282.77	61.11	2200.09
7	64.87	2335.16	62.66	2255.68	65.51	2358.51	63.28	2278.24	67.48	2429.27	65.18	2346.58
8	68.78	2476.05	66.57	2396.57	69.47	2500.81	67.24	2420.54	71.55	2575.83	69.25	2493.15
9	70.73	2546.42	68.53	2466.94	71.44	2571.88	69.21	2491.61	73.58	2649.04	71.29	2566.36
10	76.61	2757.78	74.4	2678.33	77.37	2785.36	75.14	2705.11	79.69	2868.92	77.40	2786.27

Grade EW	From 1 October 2023				From 1 October 2024			
	"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"	
	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week
1			50.86	1831.06			52.39	1885.99
2			52.96	1906.53			54.54	1963.72
3			55.05	1981.94			56.71	2041.40
4			57.15	2057.43			58.87	2119.15
5	63.22	2275.95	60.85	2190.60	65.12	2344.23	62.68	2256.32
6	65.31	2351.26	62.95	2266.09	67.27	2421.79	64.84	2334.07
7	69.50	2502.14	67.14	2416.98	71.59	2577.21	69.15	2489.49
8	73.70	2653.11	71.33	2567.95	75.91	2732.70	73.47	2644.98
9	75.79	2728.51	73.43	2643.35	78.06	2810.37	75.63	2722.65
10	82.08	2954.99	79.72	2869.85	84.55	3043.64	82.11	2955.95

## 2.2 Apprentice Rates

Apprentice Rates	1st Year		2nd Year		3rd Year		4th Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$676.61	\$18.80	\$677.63	\$18.82	\$ 1,018.27	\$ 28.29	\$ 1,245.30	\$ 34.59
TAFE Institute Achievement Allowance			\$290.73		\$290.73		\$ 290.73	
<b>Total Rate</b>	\$676.61	\$18.80	\$968.36	\$26.90	\$1,309.00	\$ 36.36	\$ 1,536.03	\$ 42.67
<b>1/10/2021</b>	\$811.94	\$22.55	\$684.41	\$19.01	\$1,028.45	\$28.57	\$1,257.75	\$34.94
TAFE Institute Achievement Allowance			\$293.64		\$293.64		\$293.64	
<b>Total Rate</b>	\$811.94	\$22.55	\$978.04	\$27.17	\$1,322.09	\$36.72	\$1,551.39	\$43.09
<b>1/10/2022</b>	\$836.30	\$23.23	\$704.94	\$19.58	\$1,059.31	\$29.43	\$1,295.49	\$35.99
TAFE Institute Achievement Allowance			\$302.45		\$302.45		\$302.45	
<b>Total Rate</b>	\$836.30	\$23.23	\$1,007.38	\$27.98	\$1,361.75	\$37.83	\$1,597.93	\$44.39
<b>1/10/2023</b>	\$861.39	\$23.93	\$726.09	\$20.17	\$1,091.09	\$30.31	\$1,334.35	\$37.07
TAFE Institute Achievement Allowance			\$311.52		\$311.52		\$311.52	
<b>Total Rate</b>	\$861.39	\$23.93	\$1,037.61	\$28.82	\$1,402.61	\$38.96	\$1,645.87	\$45.72
<b>1/10/2024</b>	\$887.23	\$24.65	\$747.87	\$20.77	\$1,123.82	\$31.22	\$1,374.38	\$38.18
TAFE Institute Achievement Allowance			\$320.87		\$320.87		\$320.87	
<b>Total Rate</b>	\$887.23	\$24.65	\$1,068.73	\$29.69	\$1,444.68	\$40.13	\$1,695.25	\$47.09

## Adult Apprentices

**Note:** Refer to Agreement for conditions under which the TAFE Institute Achievement Allowance is paid.

Adult Apprentice Rates	1st Year		2nd Year		3rd Year		4 <sup>th</sup> Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$ 847.20	\$ 23.53	\$ 998.69	\$ 27.74	\$ 1,221.35	\$ 33.93	\$ 1,276.97	\$ 35.47
TAFE Institute Achievement Allowance			\$ 285.14		\$ 285.14		\$ 285.14	
<b>Total Rate</b>	\$ 847.20	\$ 23.53	\$ 1,283.83	\$ 35.66	\$ 1,506.49	\$ 41.85	\$ 1,562.11	\$ 43.39
<b>1/10/2021</b>	\$855.67	\$23.77	\$1,008.68	\$28.02	\$1,233.56	\$34.27	\$1,289.74	\$35.83
TAFE Institute Achievement Allowance			\$287.99		\$287.99		\$287.99	
<b>Total Rate</b>	\$855.67	\$23.77	\$1,296.67	\$36.02	\$1,521.55	\$42.27	\$1,577.73	\$43.83
<b>1/10/2022</b>	\$881.34	\$24.48	\$1,038.94	\$28.86	\$1,270.57	\$35.29	\$1,328.43	\$36.90
TAFE Institute Achievement Allowance			\$296.63		\$296.63		\$296.63	
<b>Total Rate</b>	\$881.34	\$24.47	\$1,335.57	\$37.10	\$1,567.20	\$43.53	\$1,625.06	\$45.14
<b>1/10/2023</b>	\$907.78	\$25.22	\$1,070.11	\$29.73	\$1,308.69	\$36.35	\$1,368.28	\$38.01
TAFE Institute Achievement Allowance			\$305.53		\$305.53		\$305.53	
<b>Total Rate</b>	\$907.78	\$25.22	\$1,375.64	\$38.21	\$1,614.22	\$44.84	\$1,673.81	\$46.49
<b>1/10/2024</b>	\$935.02	\$25.97	\$1,102.21	\$30.62	\$1,347.95	\$37.44	\$1,409.33	\$39.15
TAFE Institute Achievement Allowance			\$314.70		\$314.70		\$314.70	
<b>Total Rate</b>	\$935.02	\$25.97	\$1,416.90	\$39.36	\$1,662.64	\$46.18	\$1,724.03	\$47.89

### 3 Metal Engineering Construction Projects: Wage Rates

The rates of pay in this part apply only to Employees engaged in on-site work on a Metal Engineering Construction Project.

#### 3.1 Wage Rates

The 36 hour all-purpose weekly ordinary wage rates of full time Employees will be:

Wage Group	Indicative Functions		As from the first full pay period on or after				
			From Commencement	1/10/2021	1/10/2022	1/10/2023	1/10/2024
			\$2,099.37	\$2,120.36	\$2,183.97	\$2,249.49	\$2,316.98
A	Assisting other employees	Weekly Rate					
92.40%	Trades Assistant / Labourer	Hourly Rate	\$58.32	\$58.90	\$60.67	\$62.49	\$64.36
			\$2,215.23	\$2,237.38	\$2,304.50	\$2,373.64	\$2,444.85
B	Rigging and Scaffolding	Weekly Rate					
97.50%	(Certified) Plant Operator Group 2 Cable Layers	Hourly Rate	\$61.53	\$62.15	\$64.01	\$65.93	\$67.91
			\$2,272.06	\$2,294.78	\$2,363.62	\$2,434.53	\$2,507.57
C	Base Trades person	Weekly Rate					
100%	Mechanical fitting Electrical Mechanics / Fitters Plant Operator Group 3	Hourly Rate	\$63.11	\$63.74	\$65.66	\$67.63	\$69.65

D	Above Base trades person required to work as such E Class electrician.	Weekly Rate					
		105%	\$2,386.28	\$2,410.14	\$2,482.45	\$2,556.92	\$2,633.63
			\$66.29	\$66.95	\$68.96	\$71.03	\$73.16
		Hourly Rate					
			\$2,717.36	\$2,744.53	\$2,826.87	\$2,911.68	\$2,999.03
E	Special Class Tradesperson	Weekly Rate					
115%		Hourly Rate	\$75.48	\$76.24	\$78.52	\$80.88	\$83.31



### 3.2 Apprentice Rates

Junior Apprentice Rates	1st Year		2nd Year		3rd Year		4th Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$ 586.84	\$ 16.30	\$ 593.52	\$16.49	\$ 893.50	24.82	\$ 1,093.44	\$30.37
TAFE Institute Achievement Allowance			\$ 264.88		\$ 264.88		\$ 264.88	
<b>Total Rate</b>	\$ 586.84	\$ 16.30	\$ 858.40	\$23.84	\$ 1,158.38	32.18	\$ 1,358.32	\$37.73
<b>1/10/2021</b>	\$811.94	\$22.55	\$599.46	\$16.65	\$902.44	25.07	\$1,104.37	\$30.68
TAFE Institute Achievement Allowance			\$267.53		\$267.53		\$267.53	
<b>Total Rate</b>	\$811.94	\$22.55	\$866.98	\$24.08	\$1,169.96	32.50	\$1,371.90	\$38.11
<b>1/10/2022</b>	\$836.30	\$23.23	\$617.44	17.15	\$929.51	25.82	\$1,137.51	\$31.60
TAFE Institute Achievement Allowance			\$275.55		\$275.55		\$275.55	
<b>Total Rate</b>	\$836.30	\$23.23	\$892.99	24.81	\$1,205.06	33.47	\$1,413.06	\$39.25
<b>1/10/2023</b>	\$861.39	\$23.93	\$635.96	17.67	\$957.39	26.59	\$1,171.63	\$32.55
TAFE Institute Achievement Allowance			\$283.82		\$283.82		\$283.82	
<b>Total Rate</b>	\$861.39	\$23.93	\$919.78	25.55	\$1,241.21	34.48	\$1,455.45	\$40.43
<b>1/10/2024</b>	\$887.23	\$24.65	\$655.04	18.20	\$986.12	27.39	\$1,206.78	\$33.52
TAFE Institute Achievement Allowance			\$292.34		\$292.34		\$292.34	
<b>Total Rate</b>	\$887.23	\$24.65	\$947.38	26.32	\$1,278.45	35.51	\$1,499.12	\$41.64

Adult Apprentice Rates	1st Year		2nd Year		3rd Year		4 <sup>th</sup> Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$ 950.20	\$ 26.40	\$ 950.31	\$ 26.40	\$ 1,379.85	\$ 38.32	\$ 1,666.19	\$ 46.28
TAFE Institute Achievement Allowance			\$ 290.73		\$ 290.73		\$ 290.73	
<b>Total Rate</b>	\$ 950.20	\$ 26.40	\$ 1,241.04	\$ 34.47	\$ 1,670.58	\$ 46.41	\$ 1,956.92	\$ 54.36
<b>1/10/2021</b>	\$959.70	\$26.66	\$959.81	\$26.66	\$1,393.65	\$38.71	\$1,682.85	\$46.75
TAFE Institute Achievement Allowance			\$293.64		\$293.64		\$293.64	
<b>Total Rate</b>	\$959.70	\$26.66	\$1,253.45	\$34.82	\$1,687.29	\$46.87	\$1,979.49	\$54.90
<b>1/10/2022</b>	\$988.49	\$27.46	\$988.61	\$27.45	\$1,435.46	\$39.87	\$1,733.34	\$48.15
TAFE Institute Achievement Allowance			\$302.45		\$302.45		\$302.45	
<b>Total Rate</b>	\$988.49	\$27.46	\$1,291.05	\$35.86	\$1,737.90	\$48.28	\$2,035.78	\$56.55
<b>1/10/2023</b>	\$1,018.14	\$28.28	\$1,018.27	\$28.29	\$1,478.52	\$41.07	\$1,785.34	\$49.59
TAFE Institute Achievement Allowance			\$311.52		\$311.52		\$311.52	
<b>Total Rate</b>	\$1,018.14	\$28.28	\$1,329.79	\$36.94	\$1,790.04	\$49.72	\$2,096.86	\$58.25
<b>1/10/2024</b>	\$1,048.68	\$29.13	\$1,048.81	\$29.13	\$1,522.88	\$42.30	\$1,838.90	\$51.08
TAFE Institute Achievement Allowance			\$320.87		\$320.87		\$320.87	
<b>Total Rate</b>	\$1,048.68	\$29.13	\$1,369.68	\$38.05	\$1,843.74	\$51.22	\$2,159.76	\$59.99

## 4 Allowances

### 4.1 All Purpose Allowances

Clause:	From commencement	1 Oct 21	1 Oct 22	1 Oct 23	1 Oct 24	
25.8	Leading hands per week in charge of					
	3-10 employees	\$45.10	\$45.55	\$46.92	\$48.33	\$49.77
	11-20 employees	\$62.55	\$63.18	\$65.07	\$67.02	\$69.03
	More than 20 employees	\$85.59	\$86.45	\$89.04	\$91.71	\$94.46
25.9	Nominee allowance per week	\$76.79	\$77.56	\$79.88	\$82.28	\$84.75
25.1	Communications cabler					
	Open	\$35.32	\$35.67	\$36.74	\$37.85	\$38.98
	Restricted	\$26.45	\$26.71	\$27.52	\$28.34	\$29.19

### 4.2 Special (Flat Rate) Allowances

Clause	From commencement	1-Oct-21	1-Oct-22	1-Oct-23	1-Oct-24	
25.18	Rate for ordering material per week	\$19.55	\$19.75	\$20.34	\$20.95	\$21.58
25.18	Rate for ordering material per day	\$3.91	\$3.95	\$4.07	\$4.19	\$4.32
25.17	Meal allowance	\$17.24	\$17.41	\$17.93	\$18.47	\$19.03
25.8	Multi-storey commission refurbishment per day	\$4.12	\$4.16	\$4.29	\$4.41	\$4.55
25.12	Multi-storey per hour					
	0-15 floors	\$0.61	\$0.62	\$0.63	\$0.65	\$0.67

	16-30 floors	\$0.98	\$0.99	\$1.02	\$1.05	\$1.08
	31-45 floors	\$1.32	\$1.33	\$1.37	\$1.41	\$1.46
	46-60 floors	\$1.61	\$1.63	\$1.67	\$1.73	\$1.78
	More than 60 floors	\$1.95	\$1.97	\$2.03	\$2.09	\$2.15
25.14	Towers allowance per hour	\$0.98	\$0.99	\$1.02	\$1.05	\$1.08
25.7	First aid allowance per week					
	Level 2	\$29.11	\$29.40	\$30.28	\$31.19	\$32.13
	Level 3	\$38.88	\$39.27	\$40.45	\$41.66	\$42.91
25.6(e)	Travel and fares allowance re: permanent maintenance crew (offstreet parking) per day	\$30.72	\$31.03	\$31.96	\$32.92	\$33.90
25.6(b)	Travel time allowance per day	\$8.59	\$8.68	\$8.94	\$9.20	\$9.48
25.6(b)	Travel time (apprentices)					
	First year	\$3.49	\$3.52	\$3.63	\$3.74	\$3.85
	Second year	\$4.68	\$4.73	\$4.87	\$5.01	\$5.17
	Third year	\$6.35	\$6.41	\$6.61	\$6.80	\$7.01
	Fourth year	\$7.47	\$7.54	\$7.77	\$8.00	\$8.24
25.6	Fares allowance					
25.6(c)	Start/finish on job					
25.6(c)(ii)	Job site within 50km	\$29.74	\$30.04	\$30.94	\$31.87	\$32.82
25.6(c)(v)	Free transfer fares	\$4.81	\$4.86	\$5.00	\$5.15	\$5.31
25.6(d)	Motor vehicle allowance per km	\$1.32	\$1.33	\$1.37	\$1.41	\$1.46
25.6(c)(iv)	In excess of 50km per km	\$0.98	\$0.99	\$1.02	\$1.05	\$1.08
25.13	Service core allowance	\$1.68	\$1.70	\$1.75	\$1.80	\$1.85

**4.3 Construction Wiring Allowance**

	From Commencement	1-Oct-21	1-Oct-22	1-Oct-23	1-Oct-24
Constructi on Wiring Skills Allowance (Clause 4)	\$ 25.13	\$ 25.38	\$ 26.14	\$ 26.93	\$ 27.73

## **APPENDIX B - EMPLOYER SPECIFIC PROVISIONS**

**APPENDIX C - RDO CALENDAR**

# 2021 Calendar

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
S	M	T	W	T	F	S
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- Public Holiday
- RDO
- Lockdown Weekend

- Annual Leave
- Picnic Day



# 2022 Calendar

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- Public Holiday
- RDO
- Lockdown Weekend

- Annual Leave
- Picnic Day

# 2023 Calendar

JANUARY						
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- Public Holiday
- RDO
- Lockdown Weekend

- Annual Leave
- Picnic Day

# 2024 Calendar

JANUARY						
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- Public Holiday
- RDO
- Lockdown Weekend

- Annual Leave
- Picnic Day

# 2025 Calendar

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SEPTEMBER						
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NOVEMBER						
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DECEMBER						
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- Public Holiday
- RDO
- Lockdown Weekend

- Annual Leave
- Picnic Day

## PART C (COUNTRY AND COTTAGE)

## 1 Application of Part C - Cottage and Country

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- 1.1 Part C of this Agreement covers and applies to:
- (a) the Employer;
  - (b) the Employees of the Employer while they are performing Cottage Sector Work and Country Work in Victoria.
- 1.2 Part C of this Agreement does not apply to:
- (a) work performed at any enterprise or project where a site-specific or project-specific agreement applies to the Employer in respect of the Employees (entered into after the making of this Agreement);
  - (b) work to which Part B - Construction applies;
  - (c) work which is not Cottage Sector Work or Country Work.
- 1.3 The wages contained in this Part C do not apply to Employees who perform any work:
- (a) on Commercial Premises;
  - (b) in the Electrical Supply (Power/Generation/Electricity Distribution and Transmission) Industry;
  - (c) on Fire Protection Equipment;
  - (d) in respect of the Industrial Manufacturing Installation & Maintenance, Oil and Gas Industry; or
  - (e) any site where Part B applies.
- 1.4 Part C incorporates all of the provisions of Part A of this Agreement, except where expressly varied below. Where there is an inconsistency between this Part C and Part A of the Agreement, the terms of Part C prevail.

## 2 Wages, Allowances and Severance

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### 2.1 Cottage Sector Work

This clause 2.1 applies only to Employees performing Cottage Sector Work.

The wages described in this Part at Clause 5 (Wage Rates and Increases) will be in lieu of the wages prescribed in other Parts of this Agreement for Cottage Sector Work.

- (a) An Employee performing Cottage Sector Work under this Part will receive the relevant allowances in **Appendix 'A' of Part A**.
- (b) **Severance**
  - (i) For Employees (other than apprentices) covered by this clause 2.1, who are not engaged solely in Cottage Sector Work or Country Work, contributions will be at the following rates:
    - (A) \$100.00 per week
    - (B) \$105.00 per week from 1 October 2022
    - (C) \$115.00 per week from 1 October 2023
    - (D) \$125.00 per week from 1 October 2024
  - (ii) Payments are also applicable during periods of authorised absence, unless otherwise agreed.
  - (iii) No contributions are required to be paid for Employees while engaged solely in Cottage Sector Work.
- (c) **No Disadvantage**

If an Employee's wage rate prior to the application of this Part is greater than the rate contained in this Part, then that higher rate will continue to apply. In that circumstance such an Employee will maintain or "red circle" the wage rate he/she was on prior to working within the scope of this Part. If such an Employee moves outside the scope of this Part then the wages and conditions contained in the appropriate Part will apply. If such an Employee later moves back within the scope of this Part then the wage rate he/she was on immediately prior to this move continues to apply or as otherwise agreed between the parties.

## 2.2 Country Work

This clause 2.2 applies only to Employees performing Country Work.

The wages contained in this Part at Clause 5 (Wage Rates and Increases) will be in lieu of the wages described in other Parts of this Agreement. The allowances will apply as contained in **Appendix A of Part A** unless mentioned otherwise in this Part.

(a) An Employee performing Country Work under this Part will receive the wage rates and allowances as described below when employed in the Cottage Sector/ commercial for service and maintenance only or as otherwise agreed by the parties, that is, the Employer, the ETU and the majority of Employees.

(b) **Wages**

The wages contained in this Part at Clause 5 (Wage Rates and Increases) are payable from the first pay period on or after the date specified.

(c) **Allowances: Fares & Travel**

In lieu of clause 25.5 of Part A of the Agreement the following clause will apply:

(i) **Travel time allowance**

All Employees shall be paid an allowance (See **Appendix A of Part A**) for each day on which they present themselves for work. The allowance shall also be paid for rostered days off.

(ii) **Travel time allowance - apprentices**

The allowance shall also be paid for rostered days off and for attendance at Trade School by apprentices. See **Appendix A of Part A** of the Agreement for the amount to be paid.

(iii) **Travelling expenses**

Without limiting the generality of the clause, travelling expenses shall be:

(A) **Fares**

The Employer shall arrange and pay for economy air fare or economy rail fare except when overnight rail travel is involved when a first class sleeping berth shall be provided.

(B) **Accommodation and lodging**

(1) Unless otherwise agreed between the parties to this Agreement, the Employer shall arrange and pay for accommodation and lodging in a well kept establishment able to provide breakfast and an evening meal, adequate furnishings together with appropriate bedding, floor coverings, lighting, heating in either a single room or a twin room (if a single room is not available) and with hot and cold running water.

- (2) For all meals not included in the cost of fares or accommodation arranged by the Employer an allowance of per meal shall be paid to the Employee. See **Appendix A of Part A** of this Agreement for the amount to be paid.

(iv) **Start and/or finish on job**

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

- (A) Where the job site is situated up to 50 km from the Employee's residential address an amount as detailed in **Appendix A of Part A** per day; or
- (B) An Employee employed on a job site which is situated more than 50 kilometres from the Employees residential address the amount per day for the first 50 km prescribed in (a) hereof, plus a payment for travelling time for each occasion the distance in excess of 50km is travelled either to start work on the job site or after ceasing work on the job site, with a minimum payment of quarter of an hour, plus payment for incidental expenses actually incurred at a rate of 50c per kilometre. For calculations in excess of 50 kilometres from the Employee's residential address the following applies:
  - (1) Single time for ordinary hours Monday to Friday;
  - (2) Time and a half for Saturday and Sunday;
  - (3) Double time on Public Holidays.
- (C) Where the Employer provides transport free of charge from the Employee's home an amount to be paid per day as detailed in **Appendix A of Part A** of this Agreement.
- (D) For the purpose of this clause an Employer shall not have more than one registered office or depot within a 50 km radius.

(v) **Motor allowance**

Employees who in the service of their Employer use their own vehicles at the request of their Employer shall be paid per kilometre at the rate detailed in **Appendix A of Part A**.

(vi) **Entitlement**

The allowances prescribed in this clause shall not be taken into account when calculating overtime penalty rates, annual leave, sick leave, long service leave or public holiday payments.

(d) **Severance**

Employees shall be entitled to the redundancy provisions of the NES. No contributions are required to be paid for Employees while engaged solely in Country Work.

(e) **No disadvantage**

If an Employee's wage rates prior to this Part coming into operation is greater than the rates contained in this Part at Clause 5 (Wage Rates and Increases) then those rates will continue to apply. In those circumstances such an Employee will maintain or "red circle" the wage rate he/she was on prior to working within the scope of this Part. If such an Employee moves outside the scope of this Part then the wages contained in the appropriate Part of the Agreement will apply. If such an Employee later moves back within the scope of this Part then the "red circled" wage will again apply.



Where an Employee has received the wages contained in other Parts of the Agreement then such an Employee will retain that rate and/or allowance(s) only when they are working outside the scope of this Part. When an Employee moves to the cottage sector/ retail for service and maintenance sectors as described then the wages rates described in this Part at Clause 5 (Wage Rates) will apply. When an Employee enters back under the scope of the other Parts proper then the rates contained in the appropriate Part of the Agreement will apply.

### **3 Hours of Work**

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The ordinary hours of work will be thirty-eight (38) hours per week, worked any time between 6:00 am to 6:00 pm Monday to Friday. Otherwise, hours of work will be in accordance with clause 6 of Part A of this Agreement.

### **4 Breaches**

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In the event of any alleged breach of this Part the matter shall be referred to the Disputes Board in accordance with clause 15.2 of Part A of this Agreement.

## 5 Wage Rates

- 5.1 The rates of pay in this Part apply only to Employees engaged in Country Work or Cottage Sector Work.
- 5.2 The wage rate increases in this Part are payable from the first pay period on or after the date specified.
- 5.3 Example of calculation

The method used for determining the wage rates in clause 5.4 is:

Grade EW	Minimum Weekly Payment	Industry Allowance	Tool Allowance	Gross All-Purpose Wage Supervised Licence		"A" Class Licence Allowance	Gross All-Purpose Wage "A" Class Licence	
				per week	per hour		per week	per hour
5	1034.89	64.68	31.11	1130.68	29.75	44.79	1,175.47	30.93

### 5.4 Country and Cottage Wage Rates

Grade EW	From Commencement				From 1 October 2021				From 1 October 2022			
	"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"	
	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week
1			37.92	1441.13			38.30	1455.54			39.45	1499.21
2			39.55	1503.07			39.95	1518.10			41.15	1563.64
3			41.18	1564.95			41.59	1580.60			42.84	1628.02
4			42.81	1626.89			43.24	1643.16			44.54	1692.45
5	47.51	1805.42	45.7	1736.63	47.99	1823.47	46.16	1754.00	49.43	1878.18	47.54	1806.62
6	49.14	1867.38	47.33	1798.58	49.63	1886.05	47.80	1816.57	51.12	1942.64	49.24	1871.06
7	52.4	1991.2	50.59	1922.38	52.92	2011.11	51.10	1941.60	54.51	2071.45	52.63	1999.85

8	55.66	2115.09	53.85	2046.31	56.22	2136.24	54.39	2066.77	57.90	2200.33	56.02	2128.78
9	57.29	2177.03	55.48	2108.24	57.86	2198.80	56.03	2129.32	59.60	2264.76	57.72	2193.20
10	62.18	2362.81	60.37	2294.03	62.80	2386.44	60.97	2316.97	64.69	2458.03	62.80	2386.48

Grade EW	From 1 Oct 2023				From 1 Oct 2024			
	"A Grade"		"Unlicensed / B Grade"		"A Grade"		"Unlicensed / B Grade"	
	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week	Per hour	Per Week
1			40.64	1544.18			41.86	1590.51
2			42.38	1610.55			43.65	1658.87
3			44.13	1676.86			45.45	1727.16
4			45.87	1743.23			47.25	1795.52
5	50.91	1934.52	48.97	1860.81	52.44	1992.56	50.44	1916.64
6	52.66	2000.91	50.72	1927.19	54.24	2060.94	52.24	1985.01
7	56.15	2133.59	54.21	2059.85	57.83	2197.60	55.83	2121.64
8	59.64	2266.34	57.70	2192.64	61.43	2334.33	59.43	2258.42
9	61.39	2332.71	59.45	2259.00	63.23	2402.69	61.23	2326.77
10	66.63	2531.77	64.69	2458.07	68.63	2607.73	66.63	2531.82

## 5.5 Apprentice Wage Rates (Cottage and Country)

Apprentice Rates	1st Year		2nd Year		3rd Year		4 <sup>th</sup> Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$ 586.84	\$15.44	\$593.52	\$15.62	\$893.50	\$23.52	\$1,093.44	\$28.77
TAFE Institute Achievement Allowance			\$264.88		\$264.88		\$264.88	
<b>Total Rate</b>	\$ 586.84	\$15.44	\$858.40	\$22.59	\$1,158.38	\$30.48	\$ 1,358.32	\$35.75
<b>1/10/2021</b>	\$811.94	\$21.37	\$599.46	\$15.78	\$902.44	\$23.75	\$1,104.37	\$29.06
TAFE Institute Achievement Allowance			\$267.53		\$267.53		\$267.53	
<b>Total Rate</b>	\$811.94	\$21.37	\$866.98	\$22.82	\$1,169.96	\$30.79	\$1,371.90	\$36.10
<b>1/10/2022</b>	\$836.30	\$22.01	\$617.44	\$16.25	\$929.51	\$24.46	\$1,137.51	\$29.93
TAFE Institute Achievement Allowance			\$275.55		\$275.55		\$275.55	
<b>Total Rate</b>	\$836.30	\$22.01	\$892.99	\$23.50	\$1,205.06	\$31.71	\$1,413.06	\$37.19
<b>1/10/2023</b>	\$861.39	\$22.67	\$635.96	\$16.74	\$957.39	\$25.19	\$1,171.63	\$30.83
TAFE Institute Achievement Allowance			\$283.82		\$283.82		\$283.82	
<b>Total Rate</b>	\$861.39	\$22.67	\$919.78	\$24.20	\$1,241.21	\$32.66	\$1,455.45	\$38.30
<b>1/10/2024</b>	\$887.23	\$23.35	\$655.04	\$17.24	\$986.12	\$25.95	\$1,206.78	\$31.76
TAFE Institute Achievement Allowance			\$292.34		\$292.34		\$292.34	
<b>Total Rate</b>	\$887.23	\$23.35	\$947.38	\$24.93	\$1,278.45	\$33.64	\$1,499.12	\$39.45

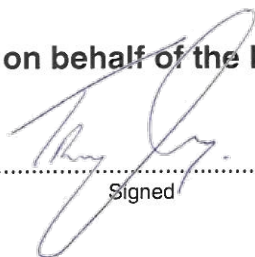
Adult Apprentices Rates	1st Year		2nd Year		3rd Year		4 <sup>th</sup> Year	
	per Week	per Hour	per Week	per Hour	per Week	per Hour	per Week	per Hour
<b>Commencement</b>	\$ 746.26	\$19.64	\$ 893.50	\$23.51	\$ 1,093.44	\$ 28.77	\$1,143.39	\$30.09
TAFE Institute Achievement Allowance			\$264.88		\$264.88		\$264.88	
<b>Total Rate</b>	\$ 746.26	\$19.64	\$1,158.38	\$30.48	\$ 1,358.32	\$35.75	\$1,408.27	\$37.06
<b>1/10/2021</b>	\$812.11	\$21.37	\$902.44	\$23.75	\$1,104.37	\$29.06	\$1,154.82	\$30.39
TAFE Institute Achievement Allowance			\$267.53		\$267.53		\$267.53	
<b>Total Rate</b>	\$812.11	\$21.37	\$1,169.96	\$30.79	\$1,371.90	\$36.10	\$1,422.35	\$37.43
<b>1/10/2022</b>	\$836.47	\$22.01	\$929.51	\$24.46	\$1,137.51	\$29.93	\$1,189.47	\$31.30
TAFE Institute Achievement Allowance			\$275.55		\$275.55		\$275.55	
<b>Total Rate</b>	\$836.47	\$22.01	\$1,205.06	\$31.71	\$1,413.06	\$37.19	\$1,465.02	\$38.55
<b>1/10/2023</b>	\$861.56	\$22.67	\$957.39	\$25.19	\$1,171.63	\$30.83	\$1,225.15	\$32.24
TAFE Institute Achievement Allowance			\$283.82		\$283.82		\$283.82	
<b>Total Rate</b>	\$861.56	\$22.67	\$1,241.21	\$32.66	\$1,455.44	\$38.30	\$1,508.97	\$39.71
<b>1/10/2024</b>	\$887.41	\$23.35	\$986.12	\$25.95	\$1,206.78	\$31.76	\$1,261.91	\$33.21
TAFE Institute Achievement Allowance			\$292.34		\$292.34		\$292.34	
<b>Total Rate</b>	\$887.41	\$23.35	\$1,278.45	\$33.64	\$1,499.12	\$39.45	\$1,554.24	\$40.90

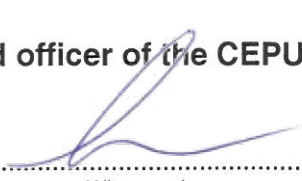
**Note:** Refer to Agreement for conditions under which the TAFE Institute Achievement Allowance is paid.

**SIGNATURE PAGE**

**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

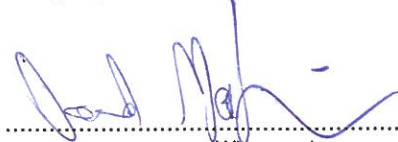
**Chelsea Hill**  
.....  
Print Name

Dated: ..... 5 March 2024 ..... 2022



**For and on Behalf of The Trustee for Dobinson Family Trust T/A TJD Electrics Pty Ltd (ACN: 626 093 427 , ABN: 41 587 477 204) by its authorised officer:**

  
.....  
Signed

  
.....  
Witnessed

*David McLeuchlin*  
.....  
Print Name

Travis Dobinson  
Director,  
78 Reed St ALBERT PARK VIC

Dated ..... *05/03/2024* ..... ~~2022~~

## **SCHEDULE 1 - CLASSIFICATIONS**

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(As per the Electrical, Electronic and  
Communications Contracting Award 2020)

### **1. Classification/reclassification**

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- 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**

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#### **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:

2.2.2.1. unskilled tasks as directed;

2.2.2.2. cut to specified lengths—ducting, unistrut, conduit and other cable and support systems;

2.2.2.3. paint cable trays, ducts and conduits;

2.2.2.4. chase walls as marked by a tradesperson;

2.2.2.5. is an Employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

2.2.2.6. Definitions applying to this grade of worker prior to 5 October 1990:

2.2.2.7. Trades assistant;

2.2.2.8. Lines assistant;

2.2.2.9. Cable jointers mate/assistant; and

2.2.2.10. Line clearance operator.

### 2.3. Electrical worker grade 3

2.3.1. 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; and

2.3.2. 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.

2.3.3. Provided that this person must not undertake tasks requiring the skills of a tradesperson.

### 2.4. Electrical worker grade 4

2.4.1. 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).

2.4.2. Provided that this person must not undertake tasks requiring the skills of a tradesperson.



2.4.3. Included in this grade is the work of Purchasing clerk/storeperson and Electronic equipment installer level 2.

2.4.4. Definitions applying to this grade of worker prior to 5 October 1990.

2.4.4.1. Alarm/security tester grade 2

2.4.4.2. Restricted B class licensed electrical worker

2.4.4.3. Purchasing clerk/storeperson.

## 2.5. Electrical worker grade 5

2.5.1. 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.

2.5.2. Included in this grade is the work of:

2.5.2.1. Electrical tradesperson level 1;

2.5.2.2. Electronic/communications serviceperson level 1;

- 2.5.2.3. Instrument tradesperson level 1;
- 2.5.2.4. Refrigeration/air-conditioning tradesperson level 1;
- 2.5.2.5. Linesperson/cable jointer level 1; and
- 2.5.2.6. Electrical tradesperson powerline level 1 (SA only).
- 2.5.3. Definitions applying to this grade of worker prior to 5 October 1990:
  - 2.5.3.1. Cable jointer;
  - 2.5.3.2. Electrical mechanic;
  - 2.5.3.3. Electrical fitter;
  - 2.5.3.4. Linesman tradesperson;
  - 2.5.3.5. Alarm security tester grade 3;
  - 2.5.3.6. Alarm security technician grade 1;
  - 2.5.3.7. Electronic serviceperson grade 1;
  - 2.5.3.8. Television/radio/electronic serviceperson grade 1;
  - 2.5.3.9. Appliance serviceperson; and
  - 2.5.3.10. Refrigeration mechanic or serviceperson class 1.

## 2.6. Electrical worker grade 6

- 2.6.1. 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.
- 2.6.2. Included in this grade is the work of:
  - 2.6.2.1. Electrical tradesperson level 2;
  - 2.6.2.2. Electronic/communications serviceperson level 2;
  - 2.6.2.3. Instrument tradesperson level 2;
  - 2.6.2.4. Refrigeration/air-conditioning tradesperson level 2;
  - 2.6.2.5. Linesperson/cable jointer level 2; and
  - 2.6.2.6. Electrical tradesperson powerline level 2 (SA only).

2.6.3. Definitions applying to this grade of worker prior to 5 October 1990:

- 2.6.3.1. Alarm/security technician grade 2;
- 2.6.3.2. Electronic serviceperson grade 2;
- 2.6.3.3. Television/radio/electronic serviceperson grade 2;
- 2.6.3.4. Instrument tradesperson; and
- 2.6.3.5. Refrigeration mechanic or serviceperson class 2.

## 2.7. Electrical worker grade 7

2.7.1. 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.

2.7.2. Included in this grade is the work of:

- 2.7.2.1. Electrician special class;
- 2.7.2.2. Electronic/communications serviceperson special class;
- 2.7.2.3. Instrument tradesperson special class refrigeration/air-conditioning tradesperson special class;
- 2.7.2.4. Linesperson/cable jointer special class; and
- 2.7.2.5. Electrical tradesperson powerline special class (SA only).
  - (f) Definitions applying to this grade of worker prior to 5 October 1990:
- 2.7.2.6. Electrician special class;
- 2.7.2.7. Alarm/security technician grade 3;
- 2.7.2.8. Electronic serviceperson grade 3;
- 2.7.2.9. Television/radio/electronic serviceperson grade 3; and
- 2.7.2.10. Refrigeration mechanic or serviceperson class 3.

## 2.8. Electrical worker grade 8

2.8.1. 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

- (ii) an AQF Certificate Level IV in Electrotechnology; and
- (iii) 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.

2.8.2. Included in this grade is the work of:

- 2.8.2.1. Advanced electrical tradesperson level 1;
- 2.8.2.2. Advanced electronic/communications serviceperson level 1;
- 2.8.2.3. Advanced instrument tradesperson level 1; and
- 2.8.2.4. Advanced electrical tradesperson powerline level 1 (SA only).

2.8.3. Definitions applying to this grade of worker prior to 5 October 1990:

- 2.8.3.1. Electronic tradesperson grade 1.

## 2.9. Electrical worker grade 9

2.9.1. 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.

2.9.2. Included in this grade is the work of:

- 2.9.2.1. Advanced electrical tradesperson level 2;
- 2.9.2.2. Advanced electronic/communications serviceperson level 2;
- 2.9.2.3. Advanced instrument tradesperson level 2;
- 2.9.2.4. Advanced refrigeration/air-conditioning tradesperson level 2; and
- 2.9.2.5. Advanced electrical tradesperson powerline level 2 (SA only).
- (g) Definitions applying to this grade of worker prior to 5 October 1990:
- 2.9.2.6. Electronic tradesperson grade 2;
- 2.9.2.7. Alarm/security technician grade 4;
- 2.9.2.8. Electronic serviceperson grade 4; and
- 2.9.2.9. Television/radio/electronic serviceperson grade 4.

## 2.10. Electrical worker grade 10

2.10.1. An Electrical worker grade 10 is an Electrical worker grade 5 who has successfully completed:

- (i) an appropriate Associate Diploma; or

- (ii) an AQF Advanced Diploma, or;
- (iii) their formal equivalent; and
- (iv) is employed to use the skills acquired through the training and/or experience specified.

2.10.2. Included in this grade is the work of:

- 2.10.2.1. Advanced electrical tradesperson level 3;
- 2.10.2.2. Advanced electronic serviceperson level 3;
- 2.10.2.3. Advanced instrument tradesperson level 3;
- 2.10.2.4. Advanced refrigeration/air conditioning tradesperson level 3; and
- 2.10.2.5. Advanced electrical tradesperson powerline level 3 (SA only).

2.10.3. Definitions applying to this grade of worker prior to 5 October 1990:

- 2.10.3.1. Electronic serviceperson grade 3.

### **3. Australian Qualifications Framework (AQF) qualifications**

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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”*.

## SCHEDULE 2 - ALCOHOL AND OTHER DRUGS POLICY

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### 1 Preamble

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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

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- 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

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- 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**

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- 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**

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### **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**

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The policy is to apply to all Employees and staff without distinction.

## **7 Persons Affected by Alcohol and/or Other Drugs**

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- 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**

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- 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**

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- 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**

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- 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**

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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**

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- 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.