



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Bewired Pty Ltd**  
(AG2018/5412)

## **BEWIRED PTY LTD ENTERPRISE AGREEMENT 2018 - 2022**

Electrical contracting industry

DEPUTY PRESIDENT KOVACIC

CANBERRA, 7 JUNE 2019

*Application for approval of the Bewired Pty Ltd Enterprise Agreement 2018 - 2022.*

[1] An application has been made for approval of an enterprise agreement known as the *Bewired Pty Ltd Enterprise Agreement 2018 - 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Bewired Pty Ltd. The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from the employer. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 14 June 2019. The nominal expiry date of the Agreement is 13 June 2023.



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## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2018/5412

Applicant:  
Bewired Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

I, Brad Ericson, Managing Director for Bewired Pty Ltd give the following undertakings with respect to the Bewired Pty Ltd Enterprise Agreement 2018 – 2022 ("the Agreement"):

1. I have the authority given to me by Bewired Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. Casual and part time clerical employees will be rostered for a minimum of three consecutive hours on any shift.
3. Where employees start and/or finish work on site, as opposed to the Company's registered office or depot, a travel time allowance of \$5.98 per day shall be paid. Apprentices shall receive a proportion of this allowance per day as outlined below. This allowance shall increase as per the requirements of clause 5.1.4 of the Agreement.

	Junior apprentices	Adult apprentices
1 <sup>st</sup> year	\$3.29	\$4.78
2 <sup>nd</sup> year	\$3.89	\$5.20
3 <sup>rd</sup> year	\$4.19	\$5.20
4 <sup>th</sup> year	\$4.90	\$5.20

4. Where an employee works on an afternoon or night shift which does not continue for at least five successive afternoon or nights, the employee shall be paid for such shift at time and a half for the first two hours thereof and double time thereafter.
5. For all time worked in excess of or outside the ordinary working hours prescribed by the Agreement, a continuous shift worker shall be paid at the rate of double time.
6. In the event the Company directs employees to undertake training outside of the ordinary hours prescribed in the Agreement, overtime rates as per clause 6.3.5 are to apply.
7. A casual employee who has been engaged by the Company on a regular basis for a period of six months thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process. If an employee elects to convert their contract of employment to full time or part time employment, the Company must respond to this request within four weeks and must not unreasonably refuse such request.

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

  
\_\_\_\_\_

Signature

24/5/19  
\_\_\_\_\_

Date

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

BEWIRED PTY LTD  
ENTERPRISE AGREEMENT 2018 - 2022

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1 TITLE OF AGREEMENT

This Agreement shall be known as the Bewired Pty Ltd Enterprise Agreement 2018 - 2022.

2 DEFINITIONS

For the purpose of this Agreement:

- The *Agreement* means the Bewired Pty Ltd Enterprise Agreement 2018 - 2022.
- The *Company* means Bewired Pty Ltd (ABN 67 473 590 348).
- *Employee* means any persons employed by the Company, performing work within Australia and who performs work in accordance with the classifications as specified in Schedule A of this Agreement.
- The *FW Act* means the *Fair Work Act 2009* (as amended).
- The *NES* means the National Employment Standards, which represent the minimum standards applying to the employment of each Employee.
- The *Parties* to this Agreement means the Company and all of its Employees engaged in any of the classifications specified in Schedule A of this Agreement.
- The *Company Workshop* is located at 1/18 Glenville Drive, Melton, VIC, 3337.

3 APPLICATION OF AGREEMENT

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

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

3.1 Site Specific Payments

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

3.2 Date and Period of Operation

In accordance with the general provisions of Section 172 of the FW Act, this Agreement shall come into operation seven days following receipt of a notice issued by the Fair Work Commission. The nominal expiry date will be four years after the date of FWC approval of the Agreement.

3.3 No Extra Claims

3.3.1 The Employees shall not pursue any extra claims for the life of this Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the Company until the Agreement's nominal expiry date has passed and the requirements of the Act have been satisfied.

3.3.2 Where any disagreement arises, the Parties shall follow the Dispute Settlement Procedure contained at Clause 10 in this Agreement.

### 3.4 Relationship to Awards

- 3.4.1 For the purposes of this Clause, the terms 'award' or 'awards' include any applicable award or agreement and includes those howsoever described in the FW Act as an award, Federal award, transitional Federal award, pre-reform Federal award, pre-reform certified agreement, a modern award, a preserved State agreement and a notional agreement preserving a State award.
- 3.4.2 This Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, this Agreement represents a complete statement of the mutual rights and obligations between the Company and its Employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.
- 3.4.3 This Agreement regulates all terms and conditions of employment and thus expressly excludes and displaces the operation of any and all other matters and conditions of employment (including those howsoever described or identified as a preserved entitlement, preserved notional term, preserved notional entitlement, protected notional condition, preserved award term or protected award condition) in any award.
- 3.4.4 Without in any way limiting the foregoing and to remove any doubt, this Agreement expressly excludes and completely displaces the *Electrical, Electronic and Communications Contracting Award 2010*.

## 4 EMPLOYEE ENGAGEMENT

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

- A full time Employee is one engaged to work an average 38 hours per week plus reasonable additional hours.
- A part-time Employee is an Employee who is engaged to work on a part-time basis for a constant number of hours for less than 38 hours per week. A part-time Employee is entitled to all the benefits of this agreement on a *pro rata* basis of 1/38<sup>th</sup> of the full time entitlement for each hour worked. Part time employees will be engaged on a constant number of hours that such hours being ordinary hours will be informed to part time employee(s) upon engagement, including the days of work and the start and finish times.
- A casual Employee is one who is engaged and paid as such. A casual Employee shall receive a casual loading of 25% in addition to their ordinary hourly rate of pay as specified in Schedule B of this Agreement.
- A casual Employee shall have no entitlement to paid personal/carer's (sick) leave, payment for public holidays not worked, or annual leave.
- A temporary fixed term/project Employee is an Employee engaged for a specific period, task or project. Such Employees are likely to be engaged to work an average of 38 hours per week plus reasonable additional hours. Such Employees shall be advised of their fixed period of engagement upon commencement of employment.
- In addition to the above categories, Employees may be engaged as apprentices (as provided for elsewhere in this Agreement).

## 5 REMUNERATION

### 5.1 Payment of Wages

- 5.1.1 Upon approval of this Agreement, the wage rates specified in Schedule B will be paid for all Employees and shall form the ordinary hourly rates of pay under this Agreement.
- 5.1.2 Wages shall be paid weekly on a weekday nominated by the Company. Wages due to an Employee upon termination shall be paid on the normal weekday pay day. The Company

may change the weekday on which pay day will fall, provided Employees are provided with at least seven days notice.

- 5.1.3 The wage rate tables set out in Schedule B and schedule D shall determine the applicable rates of pay each year, for the life of the agreement.
- 5.1.4 The allowance rates set out in Schedule C will be adjusted annually in accordance with the quantum increases determined for the Electrical Electronic and Communications contracting Award 2010 and the Clerks - Private Sector Award 2010 respectively, in July of that year.
- 5.1.5 Any payments of other entitlements provided to Employees in excess of the minimum requirements set out in this Agreement (if applicable) may be off set against any liability, claim or entitlement that an Employee may claim against the Company with respect to their employment.
- 5.1.6 An Employee will agree to reimburse the Company for any overpayment of wages made to the Employee in error by the Company.
- 5.1.7 Upon written notification of an overpayment to an Employee, the parties shall agree to a reasonable payback period to be confirmed in writing. Where the parties cannot agree on a repayment schedule, the Employee shall be required to make minimum weekly instalments of \$100.
- 5.1.8 In determining any termination payment, the Company may deduct from such final payment any balance of outstanding monies owing to the Company.
- 5.1.9 The wage rates in Schedule B are in compensation for all non-expense related allowances, including but not limited to: industry allowance, tool allowance, electrical licence allowance, and travel time allowance. The rate for Electrical Workers Grade 5 is inclusive of the Rate for Ordering Materials Allowance and the Towers Allowance as well as the Communications Cabling License Allowance.
- 5.2 Living Away From Home Allowance
- 5.2.1 The Company will provide an adequate standard of support, workplace amenities, and living conditions for Employees who are, by their work location, temporarily required to live away from home.
- 5.2.2 Where an Employee is required to live away from home overnight the following will apply:
- The Company will supply suitable accommodation and three adequate meals each day. Alternatively, the company where it does not provide meals, then the meal allowance as per Schedule C will be paid.
- 5.3 Fares Allowance
- 5.3.1 Where an **Employee commences work on a site or a project, as opposed to the Company's office or workshop**, and is not provided with or offered transport to the site or project by the Company, the Employee shall receive a fares allowance as set out in Schedule C.
- 5.3.2 Where the Company provides a vehicle or transport, free of charge, to and from the site or project, then the fares allowance is not payable.
- 5.3.3 The fares allowance does not apply to those Employees who start and finish work at the **Company's** office, workshop or other registered office or depot.
- 5.3.4 Where an Employee is required by the Company to travel to any site or project, or place of work that is situated more than 50 kilometres **from the Company's registered office or depot**, either to start work on the job site or after ceasing work on the job site is entitled to **payment of 'excess travel' time, with a minimum payment** of a quarter of an hour. Such **'excess travel' time shall be paid** at ordinary time Monday to Friday, time and one half on Saturday and Sunday, and double time on public holidays.

5.3.5 Where an Employee who in the service of the Company is required to use their own vehicle during working hours then the Employee shall be entitled to a per km payment as set out in Schedule C.

#### 5.4 Special Allowances

The special allowance types set out below in Clauses 5.5 through 5.13 are only payable to an Employee in the event that work performed falls within the relevant description provided. The rates for these special allowance types set out in Schedule C and are additional to the wage rates set out in Schedule B.

#### 5.5 Leading Hands Allowance

Leading hands in charge of:

- Not less than three and not more than ten Employees shall be paid (\*) per week extra.
- More than ten and not more than twenty Employees shall be paid (\*) per week extra.
- More than twenty Employees shall be paid (\*) per week extra.

(\*) See Schedule C for the amount to be paid.

#### 5.6 Nominee Allowance

An A Grade Licensed Electrical Mechanic who acts as a nominee for an Electrical Contractor shall be paid an allowance of (\*) per week extra.

(\*) See Schedule C for the amount to be paid.

#### 5.7 Rate for Ordering Materials Allowance

5.7.1 For Employees engaged in the building and construction industry, an allowance of (\*) 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.

5.7.2 This amount shall only be paid when four or more days in a pay period are spent on such duties. For periods shorter than four days a minimum payment of (\*) per day shall be paid.

5.7.3 Provided that the above additional amount is not payable to any Employee receiving any of the leading hand rates set out in Clause 5.5 of this Agreement.

5.7.4 This allowance has been incorporated into the wage rate for Electrical Worker grade 5.

(\*) See Schedule C for the amount to be paid.

#### 5.8 Meal Allowance

5.8.1 An Employee required to work overtime for two or more hours without being notified on the previous day or earlier that the Employee will be required to work shall either be supplied with a meal by the Company or paid (\*) 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.

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

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



(\*) See Schedule C for the amount to be paid.

#### 5.9 Multi-Storey Allowance

5.9.1 A multi-storey allowance of (\*) shall be paid to all Employees on site engaged in the construction of a multi-storey building as defined herein, to compensate for the disabilities experienced in, and which are peculiar to the construction of a multi-storey building.

5.9.2 For the purposes of this Clause a multi-storey building is a building which will, when complete, consist of five or more storey levels. For the purposes of this Clause, a storey level means a structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels (but excluding half floors such as toilet blocks or store rooms located between floors).

5.9.3 Except as provided for in 5.9.1 hereof, an allowance in accordance with Schedule C of this Agreement shall be paid to all Employees on the building site. The second and subsequent allowance scales shall, where applicable, commence to apply to all Employees when one of the following components of the building - structural steel, reinforcing steel, boxing or walls, rises above the floor level first designated in each such allowance scale. Floor Level means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments set out in Schedule C of this Agreement. The allowance payable at the highest point of the building shall continue until completion of the building.

(\*) See Schedule C for the amount to be paid.

#### 5.10 Towers Allowance

5.10.1 An Employee working on a chimney stack, spire, tower radio or television mast or tower, air shaft (other than above ground in a multi-storey building), lift shaft, service shaft, cooling tower or silo, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, (\*) per hour, with (\*) per hour additional for work above each further fifteen metres.

5.10.2 Provided that any similarly constructed building or a building not covered by 5.10.1 hereof which exceeds 15 metres in height may be covered by this Clause or by agreement or where no agreement is reached, by determination of FWC.

(\*) See Schedule C for the amount to be paid.

#### 5.11 First Aid Allowance

An Employee who has been trained to render first aid and who is the current holder of **appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body** shall be paid weekly an allowance of (\*) if the Employee is appointed by the Company to perform first aid duty.

(\*) See Schedule C for the amount to be paid.

#### 5.12 Compensation for Loss of Tools

The Company shall compensate an Employee by the payment of an allowance of (\*) to replace tools lost by breaking and entering whilst securely stored at the **Company's** direction in a room or building on the **Company's** premises, job, workshop or in a lock-up.

Provided that this Clause shall not apply if the Company has requested the Employee to supply the Company with a list of tools required to be kept on the job and the Employee has not supplied such a list.

(\*) See Schedule C for the amount to be paid.

### 5.13 Superannuation

- 5.13.1 The Company will pay superannuation contributions in respect of an **Employee's ordinary** time earnings into a complying Superannuation Fund nominated by the Employee in accordance with Superannuation Guarantee Legislation.
- 5.13.2 Should an Employee fail to nominate a fund, the C+Bus industry superannuation fund will be used as the default fund under this Agreement.
- 5.13.3 The superannuation contribution rate shall be 9.5% of ordinary time earnings or as required by the relevant Superannuation Guarantee Legislation (as amended).
- 5.13.4 Employees are also entitled to superannuation contributions for any period taken as paid leave but not for any period of leave without pay, including for periods of WorkCover and/or Income Protection leave.

### 5.14 Communications Cabler License / Registration Allowance

- 5.14.1 An Employee who is required by the Company to hold and utilise a current communications cabling registration (or the equivalent ACA Licence type) in the course of their employment will be paid an allowance of (\*).
- 5.14.2 This allowance has been incorporated into the wage rates for fourth (4<sup>th</sup>) year Apprentices and Electrical Workers Grade 5.

(\*). See Schedule C for the amount to be paid.

### 5.15 NES Minimum Standards

- 5.15.1 The National Employment Standards (NES) apply at all times on and from 1 January 2010 to any Employees covered by this Agreement.
- 5.15.2 Where the NES provides, or is varied to provide, a benefit or condition or entitlement more favourable in a particular respect than that contained in this Agreement, the benefit or condition or entitlement contained in this Agreement shall be overridden to the extent of any less favourable inconsistency with the NES.

## 6 HOURS OF WORK

### 6.1 Ordinary Hours

- 6.1.1 Ordinary hours of work for full time Employees shall be an average of 38 hours per week.
- 6.1.2 Ordinary hours of work shall be worked between 6.00am and 6.00pm and may be worked on any day or all of the days of the week, Monday to Friday. Start and finish times shall be as determined from time to time by the Company.
- 6.1.3 Provided that shifts may be worked on any or all days of the week, Monday to Sunday inclusive.
- 6.1.4 Ordinary hours of work shall not exceed eight hours per day. Provided that by mutual agreement between the Company and an Employee, up to 12 hours may be worked per day.
- 6.1.5 The working day will commence on the directed hour or half hours after tools and minor materials have been unpacked and readied for use. Finishing time will be on the hour or half hour directed and does not include time to pack up tools and minor materials.

### 6.2 Rostered Days Off

- 6.2.1 The employer will have the discretion to either introduce or terminate a Rostered Day Off arrangement for employees in accordance with the following.

- 6.2.2 Employees shall be required to work eight hours per day with 0.4 of an hour of each day accruing toward a paid day off, to be known as a rostered day off.
- 6.2.3 Rostered days off may be accumulated indefinitely.
- 6.2.4 Employees are required to provide at least two weeks notice of an intention to use banked rostered days off.
- 6.2.5 The Company may at its complete discretion require an Employee to use banked rostered days off if work is not available, or by providing 24 hours notice to the Employee.
- 6.2.6 Employees exercising their right to unpaid leave will not accrue any entitlement toward rostered days off for any period they are absent from work without pay.
- 6.2.7 The Company may at its complete discretion require or agree to cash out any accumulated rostered days off at ordinary time rates applicable at the time such rostered days off hours are taken or where an Employee is terminated.
- 6.2.8 Where an Employee has not used all accumulated rostered days off before the commencement of the Christmas shutdown, the remaining rostered days off will be taken during the shutdown.

### 6.3 Reasonable Additional Hours

- 6.3.1 Employees may be requested to work reasonable additional hours beyond 38 hours per week to meet the operational requirements of the Company and the manning and productivity requirements of each job, project and/or client.
- 6.3.2 It is acknowledged by **Employees that the nature of the Company's operational requirements, business and clients necessitates reasonable additional hours being worked as a result of:**
- Client expectations and time pressures to complete jobs on time and within budget;
  - Increases and decreases to work volumes and work flows;
  - Breakdowns;
  - Power failures;
  - Emergency;
  - Out of hours shutdowns.

6.3.3 All reasonable additional hours worked by full time Employees beyond eight hours per day shall be classed as overtime and paid in accordance with this Clause.

6.3.4 All additional hours worked by a part time employee beyond the rostered ordinary hours shall be classed as overtime and paid in accordance with this Clause.

6.3.5 Overtime shall be paid at the following rates:

Monday-Friday:	Time and a half for the first two hours and double time thereafter
Saturday:	Time and a half for the first two hours and double time thereafter
Sunday:	Double time
Public Holidays:	Double time and a half

For work performed on a Saturday, Sunday or public holiday, overtime will be paid for a minimum of four hours.

6.3.6 Where an Employee works overtime, the Employee may by mutual agreement with the Company, forego payment for the overtime and be released for an equivalent period of hours with pay (i.e. on an hour-for-hour basis) as time in lieu.

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

### 6.4 Shift Work

6.4.1 The following shift loadings shall be paid in addition to the wage rates specified in Schedule B for the duration of this Agreement:

- For weekday **"afternoon"** shifts finishing after 6.00pm and at or before midnight – 15%.
- For weekday **"night"** shifts finishing after midnight and at or before 8.00am – 30%.
- For Saturday shifts between midnight on Friday and midnight on Saturday – 50%.
- For Sunday shifts between midnight on Saturday and midnight on Sunday – 100%.
- For public holiday shifts – 150%.

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

6.4.2 Under no circumstances shall an Employee be entitled to shift and weekend hourly shift loadings under this Clause and overtime rates under Clause 6.3.5 of this Agreement at the same time, i.e. the Employee shall only be entitled to one or the other.

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

6.4.4 Generally an Employee will be provided a minimum of ten hours off between shifts. In the event that this rest period overlaps with the **Employee's** next shift the Employee will be paid for those hours not worked at the ordinary rate of pay so as not to disadvantage the Employee.

6.4.5 On selected projects, where there is a need due to client requirements or the nature of the project for variation to hours of work and/or shift work, the Company and the individual Employees concerned may agree for the spread of hours and/or shift system to be tailor made to suit the individual project needs with provisions drafted in lieu of the above, provided that Employees do not suffer any disadvantage.

6.5 On-Call, Standing By and Recall to Work

6.5.1 An Employee recalled to work overtime after leaving the work premises or site shall be paid a minimum of four **hours' work at the appropriate rate for each time** the Employee is so recalled.

6.5.2 An Employee may be directed as part of their duties to remain on-call without an hourly wages payment or stand by without an hourly wages payment for call outs to return to work.

6.5.3 An Employee who is on-call or standing by for a possible recall to work shall be paid a daily allowance in accordance with Schedule C for every full 24 hour period or part thereof, or weekly allowance in accordance with Schedule C for 7 consecutive days of being on call or standing by.

6.5.4 An Employee receiving an on-call or standing by for a possible recall to work shall be paid a minimum of two hours work at the appropriate rate in lieu of the provisions of Clause 6.5.1.

6.5.5 Where an Employee is directed to be on-call and/or standing by they shall:

- Make themselves contactable via telephone and/or mobile telephone and/or pager (as specified by the Company) for the whole time they are on-call or standing by; and
- Be at all times ready, willing and able to attend to any and all call outs they may receive or be directed by the Company to attend. An Employee on-call or standing by shall at all times be ready, willing and able to drive a motor vehicle and hence shall not be over the legal driving limit for alcohol or under the influence of any other driving impairing drugs or substances.

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

## 6.6 Meal and Rest Breaks

- 6.6.1 Employees are entitled to a paid rest break of ten minutes on each working day between the time of commencing work and the usual meal break interval.
- 6.6.2 Employees are entitled to an unpaid meal break of 30 minutes no later than after six hours of work in any day.
- 6.6.3 If the Company requires an Employee to work during the time prescribed in Clause 6.6.2, the Employee shall be paid at the rate of time and one half for the period worked between the prescribed time of cessation for the usual meal break and the beginning of the time allowed in substitution for the meal break.

## 7 LEAVE ENTITLEMENTS

### 7.1 Annual Leave

- 7.1.1 Full time Employees will be entitled to four weeks paid annual leave per annum, provided that shift workers shall be entitled up to one additional **week's** paid annual leave.
- 7.1.2 A shift worker is a seven day shift worker 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 seven day shift worker, that Employee must have their annual leave increased by half a day for each month the Employee is continuously engaged as a seven day shift worker.**

*Note: If an Employee works for two months as a continuous shift worker, they are entitled to one additional day of paid annual leave.*

- 7.1.3 Part-time Employees shall accrue annual leave on a *pro rata* basis of 1/38<sup>th</sup> of the full time entitlement for each hour worked.

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

- 7.1.4 Annual leave shall be paid at the ordinary hourly rate of pay applicable under this Agreement at the time that an Employee takes annual leave.
- 7.1.5 Annual leave shall be taken at a time which is approved by the Company as being convenient having regard to overall operational and manning requirements of the Company. Employees shall be required to provide at least four weeks notice of a request to take annual leave; however final approval shall lie with the Company.
- 7.1.6 An Employee may take annual leave in advance of completing 12 months service provided the amount taken does not exceed the **Employee's pro rata** accrued annual leave entitlement.
- 7.1.7 On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Employee.
- 7.1.8 Where an Employee has more than eight weeks annual leave entitlement accrued to them, the Company may direct the Employee to take annual leave by providing at least 28 days notice prior to the date the Employee is required to commence the leave. The amount of annual leave the Employee is directed to take must be no greater than 25% of the amount of leave accrued.
- 7.1.9 The Company may direct an Employee to take any accrued annual leave during the **Company's annual close down**, e.g. the Christmas/New Year period.
- 7.1.1 Annual leave may be cashed out by agreement between the Company and Employee, subject to the following conditions:

- The agreement must be in writing and signed by the Employer and Employee (if the employee is less than 18 years of age, the agreement must be signed by a parent or guardian)

- The date for which payment is to be made must be specified in the agreement
- The payment must not be less than the amount that would have been payable had the employee taken the leave at the time payment is made
- **An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks**
- The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks
- The employer must keep a copy of any agreement

## 7.2 Annual Leave Loading

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

7.2.2 The annual leave loading prescribed will also apply to proportionate leave on termination but will not apply where an Employee is instantly dismissed by the Company for reasons of malingering, inefficiency, neglect of duty, misconduct or refusing duty.

## 7.3 Personal/**Carer's** Leave

7.3.1 An Employee, other than a casual Employee, shall be entitled to a total of ten paid **personal/carer's** leave days per annum. An Employee will be entitled to take paid **personal/carer's leave** days up to the total accumulated by the Employee year to year and will not be limited to ten days per annum.

7.3.2 Payment for personal/**carer's** leave is conditional upon an Employee:

- Informing their Supervisor, as soon as is reasonably practicable, of the inability to attend work, the nature of the illness and the estimated duration of the absence; and
- Providing to the Company a medical certificate (or Statutory Declaration where a medical certificate is not available) for any absence due to illness where the absence:
  1. Occurs during the first six months of employment; or
  2. Is of two or more consecutive days duration; or
  3. Occurs after the first three single sick days in a 12 month period; or
  4. Occurs on a day immediately before or after a public holiday/rostered day off; or
  5. As specifically requested by the Company.

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

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

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

- A personal illness or injury of the family member; or
- An unexpected emergency affecting the family member.

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

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

- For leave to care due to personal illness or injury of the person concerned, a medical certificate (or Statutory Declaration if a medical certificate is not available) stating that there is an illness or injury and the requirement for care or support; or
- For an unexpected emergency, a statutory declaration stating the nature of the emergency and the requirement for care or support.

#### 7.4 Compassionate Leave

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

- Contracts or develops a personal illness that poses a serious threat to his or her life; or
- Sustains a personal injury that poses a serious threat to his or her life; or
- Dies.

7.4.2 In order to qualify for payment for compassionate leave, the Employee must provide the Company evidence that the Company reasonably requires of the illness, injury or death.

#### 7.5 Immediate Family or Household

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

7.5.2 Immediate family is defined as follows:

- Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse is a person who lives or lived with the Employee as his or her husband or wife on a *bona fide* domestic basis; and
- Child or an adult (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

#### 7.6 Parental Leave

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

#### 7.7 Long Service Leave

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

#### 7.8 Public Holidays

7.8.1 Full time Employees shall be entitled to payment for those public holidays gazetted by the relevant Government where work is being performed in that State or Territory, provided that the gazetted public holiday will fall on a day during the full time **Employee's ordinary** working week.

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

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

7.8.4 It is expected that Employees be available to work on public holidays as required, provided such a requirement is in accordance with s.62(3) of the Act.

7.8.5 The Company and the Employee(s) may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday.

#### 7.9 Community Services Leave

7.9.1 Each of the following is a community service activity:

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

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

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

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

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

7.9.4 An Employee who has given the Company notice of an absence under this Clause must, if required by the Company, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity as defined in Clause 7.9.1.

7.9.5 **An Employee's absence from their employment** is not covered by this Clause unless the Employee complies with this Clause.

7.9.6 Where an Employee (with the exception of casual Employees) is absent from their employment because of jury service, the Company must pay the Employee at the **Employee's ordinary** rate of pay for the Employees ordinary hours of work for a period of ten days only.

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

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

7.9.8 If the Company requires the Employee to provide evidence referred to in Clause 7.9.4:

- The Employee is not entitled to payment under Clause 7.9.7 unless the Employee provides the evidence; and
- Where the Employee provides such evidence, the amount payable to the Employee under this Clause is reduced by the total amount of jury service pay that has been paid, or is payable to the Employee.

7.9.9 With the exception of jury service, all other forms of community service leave shall be without pay.

## 8 TERMINATION OF EMPLOYMENT

### 8.1 Notice of Termination

8.1.1 Notice of termination shall be in accordance with the FW Act.

8.1.2 The Company shall give each Employee a minimum period of notice consistent with the table below:

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



- 8.1.3 Where an Employee is over 45 years of age at the time of termination and has a period of continuous service with the Company in excess of two years, the Employee shall be entitled **to one week's notice in addition to that prescribed above.**
- 8.1.4 Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 8.1.5 The period of notice in this Clause shall not apply in the case of dismissal for conduct that justifies serious misconduct as described in the FW Act.
- 8.1.6 The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.
- 8.1.7 Where an Employee has given or been given notice of termination of employment he or she shall continue in employment until the date of the expiration of such notice. Any Employee who, having given or been given such notice is absent from work without reasonable cause during such period shall be deemed to have abandoned employment and shall not be entitled to payment for work done within that period. Nothing in this Clause shall prevent the Company making payment in lieu of notice.
- 8.1.8 All other provisions relating to notice of termination under the NES shall apply.
- 8.1.9 Notice of termination must be in writing and may be affected in any one of the following ways:
- Delivering it personally; or
  - **Leaving it at the Employee's last known address; or**
  - Sending it by pre-paid post to the **Employee's last known address.**
- 8.1.10 The provisions of Clause 8.1 of this Agreement shall not apply to casual Employees; casual Employees shall be entitled to 24 hours notice of termination or receive payment in lieu of notice.

## 8.2 Redundancy

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

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and less than 8 years	13 weeks pay
8 years and less than 9 years	14 weeks pay

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9 years and less than 10 years	16 weeks pay
10 years and over	12 weeks pay

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

## 9 AGREED COMPANY POLICIES

All Employees shall comply with any Company policies or procedures outlined within this Clause and in addition to other Company policies and procedures that may be established from time to time.

### 9.1 Performance and Flexibility Policy

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

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

- Acquiring knowledge and skills to operate and maintain the plant, vehicles and equipment proficiently and safely;
- Undertaking work and duties as directed by the Company and consistent with the above;
- Working a reasonable amount of additional hours (beyond 38 hours or an average of 38 hours per week) as required;
- Working at any work site where the Company is contracted to undertake work; and
- Complying with any site specific policies or instructions that are provided by clients or statutory authorities.

### 9.2 Inclement Weather Procedure

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

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

- 9.2.3 Whilst there is inclement weather, Employees will be required to:

- Continue to work or relocate to alternative work (including under cover work on site).
- Obtain materials and services for Employees working under cover where there is only minimal exposure to inclement weather.
- When required, perform emergency and safety work. In addition, work on unexpected breakdowns which can be corrected in limited time duration.

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

- 9.2.5 If a halt to productive work occurs due to inclement weather, the Parties agree that Employees may be relocated to other unaffected sites or workplaces.

- 9.2.6 Where the above steps are not possible, affected Employees may be required to attend tool box meetings, work planning sessions or skills development activities.

### 9.3 Transfer of Labour Procedure

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

### 9.4 Mobile Telephones Policy

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

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

9.4.3 An Employee agrees to reimburse the Company for any personal calls made by the Employee on Company mobile telephones. An Employee authorises the Company to deduct from any wages or entitlements payable or owing to the Employee any costs incurred by the Employee on Company mobile telephones as a result of the Employee making personal calls.

### 9.5 Motor Vehicles Policy

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

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

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

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

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

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

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

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

9.5.9 If a Company vehicle is involved in an infringement whereby the Employee is not identified (e.g. speed or red light camera), it will be referred to the Employee to whom the Company vehicle is assigned. For this reason no other person should be permitted to drive the Company vehicle. In the unavoidable event that another person be required to drive the Company vehicle, such use should be noted and is the responsibility of the individual to whom the Company vehicle is assigned.

9.5.10 No person other than an Employee of the Company shall be permitted to drive the Company vehicle, without the express permission of the Company.

9.5.11 Where a Company vehicle is involved in an accident and the Employee proven to be at fault, that Employee will be responsible for the payment of any non-recoverable insurance excess payments.

#### 9.6 Stand Down Procedure

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

#### 9.7 Occupational Health and Safety Policy

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

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

#### 9.8 Drug and Alcohol Policy

9.8.1 Drugs and alcohol affect the functioning of the body and mind and can increase the chances of having an accident in the workplace.

9.8.2 Substance intoxication and conversely withdrawal can negatively affect performance in a number of ways. Impaired or altered memory, concentration, physical coordination, balance, dexterity, reaction times and mood could all contribute to risks of accidents. There is evidence that this can occur at even low levels of intoxication and can have serious implications on the safe operation of workplace equipment especially mobile plants.

9.8.3 Employees who use drugs and alcohol and have known problems can cause injury to themselves and others and damage their physical and mental health. Both Employees and the Company have responsibilities in dealing with such issues.

- All Employees must report for duty at the workplace in a condition capable of safely carrying out their allocated tasks.
- Employees are required to notify the Company in a discreet manner if such incidents are evident in the workplace.
- Employees taking prescription or over-the-counter medications that may impair performance are to advise the Company. Such advice will be treated confidentially.

9.8.4 An Employee who is considered to be under the influence of drugs or alcohol will be prevented from commencing or continuing to work whilst the Employee is considered to be incapable of performing safe work practices.

9.8.5 Testing for drugs and alcohol may be conducted on-site or at other nominated locations on a random selective basis, or following an incident, or where there is a reasonable suspicion that an Employee is in breach of this policy. Testing will be conducted by a registered medical practitioner (or other appropriate authority) of the **Company's nomination**. The reasonable costs of such testing shall be borne by the Company.

9.8.6 Employees who test positive or otherwise are observed to be in breach of this policy will be encouraged to seek counselling and rehabilitation. Ongoing issues relating to inappropriate drug or alcohol use may result in disciplinary procedures or termination.

## 10 DISPUTE SETTLEMENT PROCEDURE

- 10.1 Both the Company and the Employee(s) have the freedom of choice to appoint or nominate any other person, association or organisation to accompany or represent them during any stage of a dispute.
- 10.2 The Parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further, the Parties agree that it is in the best interests of both Parties to achieve prompt resolution of disputes arising under this Agreement, including those that arise in relation to the NES, directly between the Employee(s) concerned and the Company.
- 10.3 The Parties agree to adhere to the following procedure to achieve the prompt resolution of disputes:
- In the event of the Employee(s) experiencing a difficulty or concern the Employee(s) should raise the matter with the immediate supervisor who will make every effort to resolve the matter.
  - If the matter cannot be resolved it will be referred to the relevant manager.
  - If the matter cannot be resolved by the manager the Employee(s) should refer the **matter directly to the Company's Director** who will discuss and resolve the matter.
  - Where a matter cannot be resolved in accordance with the above, nothing shall prevent either party from referring the matter to the Fair Work Commission (FWC) for conciliation. If the matter cannot be resolved through the conciliation process then it must be referred to FWC for arbitration.
  - The Parties agree that any arbitrated decision of FWC is binding.
  - All steps above must be fully exhausted before this referral may occur.
  - Any decision of FWC must not be inconsistent with the Victorian and/or National Code of Practice for the Construction Industry, the Implementation Guidelines for the Victorian and/or National Code of Practice for the Construction Industry, or any legislative obligations.
- 10.4 While the above procedure is being followed the Parties agree to ensure that:
- Industrial action does not take place.
  - Work is to continue as normal without detriment to any of the Parties.

## 11 FLEXIBILITY ARRANGEMENTS

- 11.1 To meet the genuine needs of the Company and individual Employees the Parties may agree to vary the application of this Agreement in relation to the following terms of the Agreement:
- Hours of work;
  - Overtime rates of pay;
  - Penalty rates of pay;
  - Allowances; and
  - Annual leave loading.
- 11.2 The Company must ensure that any individual flexibility arrangements:
- Be about matters that would be permitted matters if the arrangement were an enterprise agreement; and
  - Not include a term that would be an unlawful term if the arrangement were an enterprise agreement.
- 11.3 Any individual flexibility arrangement must be genuinely agreed to by the Company and the Employee.
- 11.4 The Company must ensure that any individual flexibility arrangement agreed to must result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.

- 11.5 The Company must ensure that any individual flexibility arrangement agreed to by the Company and Employee does not require the approval, or consent by another person.
- 11.6 The individual flexibility arrangement must be able to be terminated:
- By either the Employee, or the Company, giving written notice of not more than 28 days; or
  - By the Employee and the Company at any time if they agree, in writing, to the termination.
- 11.7 The Company must ensure that any individual flexibility arrangement:
- Is agreed in writing and signed by the Company and the Employee; and
  - If the Employee is under 18 years of age, is also signed by a parent or guardian of the Employee; and
  - A copy of the individual flexibility arrangement agreed to must be given to the Employee within 14 days after it is agreed to.
- 12 CONSULTATION TERM
- 12.1 This term applies if:
- The Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; or
  - The Company proposes to introduce a change to the regular roster or ordinary hours of work of employees, and;
  - The change is likely to have a significant effect on Employees of the Company.
- 12.2 The Company must notify the relevant Employees of the decision to introduce the major change.
- 12.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 12.4 If:
- The relevant Employees appoint a representative for the purposes of consultation; and
  - The Employees advise the Company of the identity of the representative; then
  - The Company must recognise the representative.
- 12.5 As soon as practicable after making its decision, the Company must discuss with the relevant Employees:
- The introduction of the change;
  - The effect the change is likely to have on the Employees; and
  - Measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees.
- 12.6 For the purposes of the discussion, the Company must provide, in writing, to the relevant Employees:
- All relevant information about the change including the nature of the change proposed;
  - Information about the expected effects of the change on the Employees; and
  - Any other matters likely to affect the Employees.
- 12.7 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 12.8 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 12.9 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in Clauses 12.2, 12.3 and 12.5 are taken not to apply.

12.10 In this term, a major change is likely to have a significant effect on Employees if it results in:

- The termination of the employment of Employees; or
- Major change to the composition, operation or size of the **Company's** workforce or to the skills required of Employees; or
- The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- The alteration of hours of work; or
- The need to retrain Employees; or
- The need to relocate Employees to another workplace; or
- The restructuring of work.

12.11 In this term, relevant Employees mean the Employees who may be affected by the major change.

12.12 Where the Company proposes to **change an employee's regular roster or ordinary working hours** (except where the employee has irregular working hours), the employer must:

- Consult with the affected employee(s) and their representatives, if any, about the proposed change
- Provide the affected employee(s) and representatives, if any, with information about the proposed change
- Invite the affected employee(s) and representatives, if any, to provide their views about the proposed change (including any impact to family responsibilities)
- Give consideration to the views of the affected employee(s) and their representatives, if any

### 13. TRAINING

13.1 The Company will pay for the reasonable costs of an Employee undertaking training or further education subject to Clauses 13.2 through 13.7.

13.2 Employees may be directed by the Company to attend training or further education during working hours and/or outside of working hours and/or in addition to working hours.

13.3 Where the Company directs Employees to attend training or further education, Employees will attend such training or further education either during working time and/or in addition to their 38 hour week. The Company will pay all the costs of this training or further education and pay Employees at ordinary time rates for their time spent in attendance. Notwithstanding anything else in this Agreement, under no circumstances will an Employee receive overtime payments for attendance at any training or further education at any time.

13.4 Where the Company does not direct an Employee to attend training or further education, the decision as to whether **the Employee shall be paid for Employee's attendance** at such training or further education, is at the sole discretion of the Company.

13.5 Where an Employee requests the Company to pay course fees for training or further education which the Company considers is not relevant to its needs, the Company may still agree to pay the course fees for such training or further education, however the Employee shall attend the training or further education outside of normal working hours and the Employee will not be paid any wages or other monies by the Company for their attendance at such training or further education.

13.6 Employees agree to reimburse the Company, where the Company pays the course fees for training or further education and such an Employee fails to satisfactorily progress in this training or further education (e.g. where an Employee fails a TAFE unit, he/she agrees to reimburse the Company for the cost of that failed unit).

13.7 Where the Company pays the course fees for training or further education and an Employee resigns from or abandons their employment, the Employees agree to reimburse the Company for the costs of training or further education incurred in the period six months prior to the resignation.

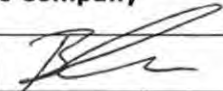
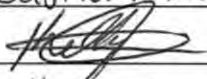
14 APPRENTICES

- 14.1 Employees engaged on apprenticeships or traineeships are engaged as fixed term Employees for the duration of those apprenticeships or traineeships. During that time, they are entitled to all the benefits of full time employment, provided that this Clause overrides any contradictory Clause in this Agreement.
- 14.2 Notwithstanding any provisions of this Agreement, should the apprenticeship or traineeship and/or training contract be cancelled, either by expiry or for other reasons, the Employee will also be terminated.
- 14.3 Training for the apprentice or trainee shall be in accordance with the **Employee's applicable** apprentice training schedule.
- 14.4 Apprentices attending technical colleges, schools, registered training organisations or TAFE and presenting reports of satisfactory progress must be reimbursed by the Company all enrolment fees, but not books or other materials, paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a Federal or State government department.
- 14.5 Where an apprentice or trainee absents himself or herself from work on unauthorised leave, the period of the apprenticeship or traineeship shall be extended by such period of unauthorised leave.
- 14.6 In the event that the Parties are in dispute over any matter relating to an apprentice or trainee, the Parties agree to raise the matter with each other in the first instance. If the Parties are unable to resolve the matter, it is agreed that the matter will be referred to the relevant Department of Education and Training for assistance.

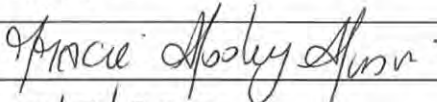



**15. ENDORSEMENT OF AGREEMENT**

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

Signed:	
Date:	19/9/2018
Name in full (printed):	Brad ERICSON
Position title:	DIRECTOR
Address:	6 Castlemaine ave, Eynesbury.
Witnessed by:	
Witness name in full:	Kelly Ericson
Address:	6 Castlemaine Drive, Eynesbury

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

Signed:	
Date:	19/9/2018
Name in full (printed):	Tracie Hooley - Husin
Position title:	Admin
Address:	13 Park lane Melton West
Witnessed by:	
Witness name in full:	Kelly Ericson
Address:	6 Castlemaine Drive, Eynesbury

## SCHEDULE A - CLASSIFICATION STRUCTURE

### A.1 Electrical Worker Grade 1

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

### A.2 Electrical Worker Grade 2

A.2.1 An Electrical Worker Grade 2 is an Employee who is engaged in assisting a tradesperson, provided that such assistance must not include the work of a tradesperson.

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

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

### A.3 Electrical Worker Grade 3

A.3.1 An Electrical Worker Grade 3 is an Employee who works under direction and may be required to perform the work of an Electrical Worker Grade 2.

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

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

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

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

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

### A.4 Electrical Worker Grade 4

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

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

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

Alternatively, if the Employee has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and works under the minimum supervision of a tradesperson or electronics serviceperson to:

- Install radio, communications and related equipment including antenna
- Install fire alarm or security alarm equipment
- Install, terminate and test data and communication cabling
- Inspect and test fire alarms or security alarm equipment involving a range of responsibility beyond that of an Electrical Worker Grade 3 and works without assistance and supervision.

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

A.5 Electrical Worker Grade 5

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

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

Level 1 (equal to a Clerical Assistant Grade 1)

- Typically a new recruit who has limited, relevant experience
- Works under close direction usually on reception/switchboard
- Maintains basic records, filing, collating, photocopying
- Handles and distributes mail including messenger service
- Recording, batching, checking and batching of accounts, invoices, orders, store requisitions
- Operate general office equipment including keyboard and other allied equipment

Level 2 (equal to a Clerical Officer Grade 2)

- Typically an employee who has had sufficient experience and/or training to carry out their duties under general direction
- In addition to level 1 responding to enquiries as appropriate and use of interpersonal skills
- Word processing skills and the ability to use a word processing software package to create, format, edit, correct, print and save text documents
- Stenographer employed to take shorthand and to transcribe by means of keyboard equipment
- Maintain records and journals relating to reconciliation of accounts, incoming/outgoing cheques, invoices, debit/credit items, payroll data and letters
- Arrange routine travel bookings and itineraries, make appointments
- **Provide general advice and information on the organisation's products and services**

Level 3 (equal to a Clerical Officer Grade 3)

- Typically an employee who has achieved a standard to perform specialised or non-routine and so only requires general guidance or direction
- Is expected to be able to train level 1 or 2 employees
- Prepare cash payment summaries, banking report and bank statements, calculate and maintain wage and salary records, follow credit referral procedures, post journals to ledgers
- **Provide specialised advice and information on the organisation's products and services**
- Arrange travel bookings and itineraries, make appointments, screen telephone calls, respond to invitations, organise internal meetings on behalf of executives
- Application of specialist terminology/processes in professional offices

Level 4 (equal to a Clerical Officer Grade 4, Administration Officer Grade 5)

- Typically an employee who achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. Require only limited guidance or direction and would normally report to more senior staff as required
- Supervision and training of employees in lower levels in terms of responsibility for the allocation of duties, coordinating work flow, checking progress, quality of work and resolving problems
- Exercise initiative, discretion and judgment in the performance of their duties
- Secretarial/executive support services such as maintaining executive diary, attending executive/organisational meetings and taking minutes, establishing and/or maintaining current working and personal filing systems for executives, answering executive correspondence from verbal or handwritten instructions
- Able to prepare financial/tax schedules, calculating costings and/or wage and salary requirements, completing personnel/payroll data for authorization, reconciliation of accounts to balance
- Advice on employment conditions, workers compensation procedures and regulations, superannuation entitlements, procedures and regulations

## SCHEDULE B - ORDINARY HOURLY RATES OF PAY (Electrical Workers)

The following ordinary hourly rates of pay are inclusive of all allowances referred to in Clause 5.1.9, but not those specified in Schedule C of this Agreement.

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

NOTE: No Employee, including apprentices, will suffer a reduction in take home pay as a result of this Agreement being approved.

### Electrical Workers rates of pay from first full pay period of 1 July each year

EW Grade	1 July 2018	1 July 2019	1 July 2020	1 July 2021
EW 1	\$21	\$22	\$23	\$24
EW 2	\$22	\$23	\$24	\$25
EW 3	\$22.50	\$23.50	\$24.50	\$25.50
EW 4	\$23	\$24	\$25	\$26
EW5 B Grade	\$ 25	\$26	\$27	\$28
EW5 A Grade	\$ 33	\$ 34	\$ 35	\$ 36

### Electrical Apprentices rates of pay from first full pay period of 1 July each year

Year of apprenticeship	1 July 2018	1 July 2019	1 July 2020	1 July 2021
1 <sup>st</sup> Year	\$14.50	\$15.50	\$16.00	\$16.50
2 <sup>nd</sup> year	\$16.50	\$17.50	\$18.00	\$18.50
3 <sup>rd</sup> year	\$17.50	\$18.50	\$19.00	\$19.50
4 <sup>th</sup> year	\$21.00	\$22.00	\$22.50	\$22.50

Adult Electrical Apprentices rates of pay from ffpp of 1 July each year (those apprentices that are 21 years of age at commencement of apprenticeship)

Year of apprenticeship	1 July 2018	1 July 2019	1 July 2020	1 July 2021
1 <sup>st</sup> Year	\$20.00	\$21.00	\$22.00	\$23.00
2 <sup>nd</sup> year	\$22.00	\$23.00	\$24.00	\$24.50
3 <sup>rd</sup> year	\$22.00	\$23.00	\$24.00	\$24.50
4 <sup>th</sup> year	\$22.00	\$23.00	\$24.00	\$24.50

## SCHEDULE C – SPECIAL ALLOWANCES

The allowance rates below will vary annually in accordance with Clause 5.1.4 of this Agreement.

<b>SPECIAL (FLAT RATE) ALLOWANCES</b>		
<b>Clause</b>		<b>\$</b>
<b>5.3</b>	<b>Fares Allowance</b>	<b>18.80</b>
<b>5.3.5</b>	<b>Motor Vehicle Per Kilometre Allowance</b>	<b>0.78</b>
<b>5.5</b>	<b>Leading Hands Allowance Per Week</b>	
	<b>In Charge Of:</b>	
	<b>3-10 Employees</b>	<b>33.68</b>
	<b>11-20 Employees</b>	<b>47.00</b>
	<b>More Than 20 Employees</b>	<b>63.45</b>
<b>5.6</b>	<b>Nominee Allowance Per Week</b>	<b>72.06</b>
<b>5.7</b>	<b>Rate For Order Materials Per Week</b>	<b>15.67</b>
<b>5.7</b>	<b>Rate For Order Materials Per Day</b>	<b>3.13</b>
<b>5.8</b>	<b>Meal Allowance</b>	<b>14.87</b>
<b>5.9</b>	<b>Multi-Storey Allowance Per Hour</b>	
	<b>0-15 Floors</b>	<b>0.54</b>
	<b>16-30 Floors</b>	<b>0.66</b>
	<b>31-45 Floors</b>	<b>1.01</b>
	<b>46-60 Floors</b>	<b>1.28</b>
	<b>More Than 60 Floors</b>	<b>1.63</b>
<b>5.10</b>	<b>Towers Allowance Per Hour</b>	<b>0.66</b>
<b>5.11</b>	<b>First Aid Allowance Per Week</b>	<b>16.45</b>
<b>5.12</b>	<b>Compensation For Loss Of Tools</b>	<b>376.00</b>
<b>6.5.3</b>	<b>On-Call or Standing By Allowance Per Week</b>	<b>97.62</b>
<b>6.5.3</b>	<b>On-Call or Standing By Allowance Per Day</b>	<b>13.95</b>

## SCHEDULE D - ORDINARY HOURLY RATES OF PAY (Clerical)

The following ordinary hourly rates of pay apply to Clerical employees.

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

### 2018 Adult Rates

<b>Clerical Classification</b>	<b>Hourly Rate \$</b>
<b>Level 1</b>	
Year 1	21.00
Year 2	22.00
Year 3	23.00
<b>Level 2</b>	
Year 1	23.50
Year 2	24.00
<b>Level 3</b>	25.00
<b>Level 4 (Grade 4/Grade 5)</b>	26.00

### 2019 Adult Rates

<b>Clerical Classification</b>	<b>Hourly Rate \$</b>
<b>Level 1</b>	
Year 1	22.00
Year 2	23.00
Year 3	24.00
<b>Level 2</b>	
Year 1	24.50
Year 2	25.00
<b>Level 3</b>	26.00
<b>Level 4 (Grade 4/Grade 5)</b>	27.00

2020 Adult Rates

<b>Clerical Classification</b>	<b>Hourly Rate \$</b>
<b>Level 1</b>	
Year 1	23.00
Year 2	24.00
Year 3	25.00
<b>Level 2</b>	
Year 1	25.50
Year 2	26.00
<b>Level 3</b>	26.50
<b>Level 4 (Grade 4/Grade 5)</b>	27.50

2021 Adult Rates

<b>Clerical Classification</b>	<b>Hourly Rate \$</b>
<b>Level 1</b>	
Year 1	23.50
Year 2	24.50
Year 3	25.50
<b>Level 2</b>	
Year 1	26.00
Year 2	26.50
<b>Level 3</b>	27.00
<b>Level 4 (Grade 4/Grade 5)</b>	28.00



IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2018/5412

Applicant:  
Bewired Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

I, Brad Ericson, Managing Director for Bewired Pty Ltd give the following undertakings with respect to the Bewired Pty Ltd Enterprise Agreement 2018 – 2022 ("the Agreement"):

1. I have the authority given to me by Bewired Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. Casual and part time clerical employees will be rostered for a minimum of three consecutive hours on any shift.
3. Where employees start and/or finish work on site, as opposed to the Company's registered office or depot, a travel time allowance of \$5.98 per day shall be paid. Apprentices shall receive a proportion of this allowance per day as outlined below. This allowance shall increase as per the requirements of clause 5.1.4 of the Agreement.

	Junior apprentices	Adult apprentices
1 <sup>st</sup> year	\$3.29	\$4.78
2 <sup>nd</sup> year	\$3.89	\$5.20
3 <sup>rd</sup> year	\$4.19	\$5.20
4 <sup>th</sup> year	\$4.90	\$5.20

4. Where an employee works on an afternoon or night shift which does not continue for at least five successive afternoon or nights, the employee shall be paid for such shift at time and a half for the first two hours thereof and double time thereafter.
5. For all time worked in excess of or outside the ordinary working hours prescribed by the Agreement, a continuous shift worker shall be paid at the rate of double time.
6. In the event the Company directs employees to undertake training outside of the ordinary hours prescribed in the Agreement, overtime rates as per clause 6.3.5 are to apply.
7. A casual employee who has been engaged by the Company on a regular basis for a period of six months thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process. If an employee elects to convert their contract of employment to full time or part time employment, the Company must respond to this request within four weeks and must not unreasonably refuse such request.

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

  
\_\_\_\_\_

Signature

  
\_\_\_\_\_

Date