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PART 1: AGREEMENT ADMINISTRATION

This Agreement shall be known as the ICE Engineering & Construction Pty Ltd Employee Collective Agreement 2018 and supersedes the previous ICE Engineering & Construction Pty Ltd Employee Collective Agreement 2015.

1 PARTIES BOUND

This Agreement is between ICE Engineering & Construction Pty Ltd

AND

All employees of the company, not covered by another Agreement, employed in the classifications listed in SCHEDULE 1-
CLASSIFICATIONS AND ORDINARY HOURS BASE RATES OF PAY

2 DEFINITIONS

In this Agreement, unless the contrary appears:

2.1 “Act” means the Fair Work Act 2009 as amended from time to time;

2.2 “Agreement” means this Employee Collective Agreement unless otherwise indicated;

2.3 “FWC” means Fair Work Commission;

2.4 “Parties” means both the employer and employee named in Clause 1 unless otherwise indicated;

2.5 “We”, “Us”, “Our”, “Organisation”, “Employer” or “Company” are terms used interchangeably and means ICE Engineering & Construction Pty Ltd unless otherwise indicated;

2.6 “You”, “Your” or “Employee” are terms used interchangeably and means the employees covered by the classifications in Schedule 1.
3 SCOPE OF AGREEMENT

3.1 All workshop and project specific work in all States and Territories in Australia.

4 EMPLOYMENT

4.1 We have offered, and you have accepted the terms and conditions outlined in this Agreement.

4.2 Your acceptance of this Agreement is voluntary.

4.3 This Agreement is not intended to over-ride or remove any obligations that you may have at common law.

5 PERIOD OF AGREEMENT

5.1 This Agreement will operate 7 days after approval by FWC and will expire four (4) years from that date.

5.2 Your employment with us will continue after the expiry date of this Agreement on the same terms that are provided by this Agreement until either:

a) a replacement Agreement is made; or
b) a variation Agreement is made; or
c) this Agreement is terminated.
6 RELATIONSHIP TO OTHER INSTRUMENTS

6.1 This Agreement replaces the ICE Engineering & Construction Pty Ltd Employee Collective Agreement 2015.

6.2 This Agreement will be read and interpreted in conjunction with the Electrical, Electronic and Communications Contracting Award 2010 (the Award) provided that where there is any inconsistency between this Agreement and the Award the more beneficial provision to an employee will take precedence.

6.3 Wage and allowance rates; and conditions of employment contained in this Agreement shall prevail for the nominal term of the Agreement. Where there is an inconsistency between any provision of the Agreement and any provisions of the National Employment Standards, the provision with the greater employee benefit shall prevail. If there is any disagreement arising over these rates and conditions, the parties shall follow the procedure in Clause 13 of this Agreement (DISPUTE RESOLUTION).
PART 2. EMPLOYER AND EMPLOYEE OBLIGATIONS

7 ABSENCE FROM DUTY OF EMPLOYMENT

7.1 If you are absent from work for any reason you must notify the immediate Supervisor (or their appointed delegate) as early as possible, and preferably no later than two (2) hours from your normal start time on the day of absence.

8 PERSONAL CODE OF CONDUCT

8.1 All persons engaged on the project are required to adhere to the personal code of conduct adopted for the project. Each person is accountable for:

a) Complying with Company policies, legislative and Client site safety and health regulations, procedures and practices and for taking responsibility for personal safety and that of teammates.

b) Abiding by the site work rules and any applicable accommodation rules as specified from time to time.

c) Participating in and abiding by project teamwork and communication processes.

d) Their personal fitness for work.

9 ALCOHOL AND DRUGS

The Company is to provide a workplace that is free from hazards associated with drugs and alcohol.

The Company is committed to the provision of a safe work place and therefore shall take all reasonable steps to ensure that its employees and those of its subcontractors do not endanger themselves or others in the workplace whilst under the influence of performance inhibiting drugs or alcohol.

The possession, consumption, distribution or sale of drugs and alcohol in the workplace is STRICTLY PROHIBITED. If it is proven that an employee is involved in buying, selling, possessing or supplying illicit drugs or substances at site on property or conveyance of the company, that employee shall have their employment terminated as this constitutes serious wilful misconduct.

Every employee has a responsibility to report for work and to be at work in a fit and healthy condition completely free of effects of alcohol and drugs.

Client specific and the Company’s Drug and Alcohol policies shall apply at all sites.

Any employee taking medications prescribed by their doctor must advise their Supervisor or Manager to ensure they are not placed in a dangerous situation.
10 PRODUCTIVITY

In order to enhance productive performance (productivity), employees are committed to the following:

- Accurate, timely completion and submission of payroll timesheets and job sheets.
- Smoking where permitted, only in breaks and allocated locations.
- Where appropriate, employees will undertake suitable tasks within their range of skills and qualifications to promote efficiencies and productivity improvements.
- All employees to be prepared to start work at the prescribed time and be ready to receive their work instructions for the day and participate in the morning prestart.
- All employees to cease work at prescribed time.
- Book out and return all plant and equipment. Return plant and equipment back to the store or your Supervisor as soon as they are no longer required.
- Employees are responsible to ensure all tools, ladders and equipment are locked in gang boxes/sheds/containers or within secure rooms/vehicles or cupboards provided before they leave site and during the day if they are not working in the immediate area.
- The onus is on qualified employees to ensure that their test instruments are operating correctly prior to use.
- Leading Hands and Supervisors to accurately complete site daily diaries on the job.
- Prior to commencing a new job, attend site briefing so as to become familiar with job specification, requirements and the safe system of work.
- Employees complete job cost reports to show materials taken from the workshop and or store stock and used on the job.
- Reduce loss of materials on site; care to be taken when locking up equipment.
- Observe allocated break and start/finish times.
- Return all excess materials to the Supervisor or store as soon as they are not required.
- Employees in charge of projects shall ensure all Q.A. and testing forms are completed accurately and legibly and handed to the Supervisor before practical completion of the project.
- All employees, qualified as electricians, are expected to maintain their competence with AS3000, AS3008, Supply Authority Service Rules, Electricity Act and other standards relevant to their field of employment.
PART 3. FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION

11 FLEXIBILITY

11.1 The Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

d) the Agreement deals with one or more of the following matters:

   (i) arrangements about when work is performed

   (ii) overtime rates

   (iii) penalty rates

   (iv) allowances

   (v) leave loading; and

the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (d); and the arrangement is genuinely agreed to by the Employer and Employee

11.2 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 2009; and

b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

c) result in the Employee being better off overall than the Employee would be if no arrangement was made

11.3 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 the 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

(iv) states the day on which the arrangement commences.

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

11.5 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.

12 CONSULTATION

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

Major change

12.2 For a major change referred to in paragraph 12.1a):
   a) The employer must notify the relevant employees of the decision to introduce the major change; and
   b) Subclauses 12.3 to 12.9 apply.

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

12.4 If:
   a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   b) the employee or employees advise the employer of the identity of the representative;
   the employer must recognise the representative.

12.5 As soon as practicable after making its decision, the employer must:
   a) discuss with the relevant employees:
(i) the introduction of the change; and
(ii) the effect the change is likely to have on the employees; and
(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

b) for the purposes of the discussion — provide, in writing, to the relevant employees:
   (i) all relevant information about the change including the nature of the change proposed; and
   (ii) information about the expected effects of the change on the employees; and
   (iii) any other matters likely to affect the employees.

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

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

12.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (12.2), (12.3) and (12.5) are taken not to apply.

12.9 In this term, a major change is likely to have a significant effect on employees if it results in:
   a) the termination of the employment of employees; or
   b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
   c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
   d) the alteration of hours of work; or
   e) the need to retrain employees; or
   f) the need to relocate employees to another workplace; or
   g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

12.10 For a change referred to in paragraph 12.1b):
   a) the employer must notify the relevant employees of the proposed change; and subclauses 0 to 12.14 apply.
The relevant employees may appoint a representative for the purposes of the procedures in this term.

12.11 If:

a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

b) the employee or employees advise the employer of the identity of the representative; and

the employer must recognise the representative.

12.12 As soon as practicable after proposing to introduce the change, the employer must:

a) discuss with the relevant employees the introduction of the change; and

b) for the purposes of the discussion—provide to the relevant employees:

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

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

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

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

12.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

12.15 In this term, **relevant employees** means the employees who may be affected by a change referred to in subclause 12.1.

13 **DISPUTE RESOLUTION**

13.1 If a dispute relates to:

a) a matter arising under the agreement; or

b) the National Employment Standards; this term sets out procedures to settle the dispute.
13.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

13.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

13.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

13.5 The Fair Work Commission may deal with the dispute in 2 stages:
   a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
   b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
      (i) arbitrate the dispute; and
      (ii) make a determination that is binding on the parties.

Note: if Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

13.6 While the parties are trying to resolve the dispute using the procedures in this term:
   a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
   b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
      (i) the work is not safe; or
      (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
      (iii) the work is not appropriate for the employee to perform; or
      (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

13.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

14 COUNSELLING AND DISCIPLINARY PROCEDURES

Management and Employees will consult on a regular basis to ensure clear understanding by all parties of expected performance outcomes. Regular feedback should be given to Employees by Supervisors regarding such expected performance outcomes.
14.1 In the event that a Full-time or Part-time Employee’s actual performance is less than agreed or expected standards, the Employee will be counselled by his/her Supervisor to assist in meeting the agreed standards.

14.2 Where counselling does not result in performance improving to meet required standards the following disciplinary procedure will apply:

a) **First Instance**

Where an Employee’s performance is in breach of site rules, statutory requirements or employment requirements, the Employee will be issued with verbal warning. The Supervisor will clearly specify the performance which is expected and where the Employee is not reaching such expectations.

The Supervisor will explore all reasons for such poor performance and seek to reach agreement on future performance objectives, the Employee may choose to have an Employee representative present at this discussion.

b) **Second Instance**

Where an Employee’s performance continues to not meet agreed standards the Employee shall be interviewed by their Manager or his/her nominee and the Supervisor, and if requested by the Employee in the presence of an Employee representative.

The Employee shall be asked to explain any reasonable cause including personal difficulties for the below standard performance. If no reasonable explanation is provided the Employee should be issued with a written warning detailing the facts discussed in the interview and the consequences of the unacceptable performance continuing.

c) **Final Warning**

Where an Employee’s performance persists in falling below agreed standards in spite of counselling and warning as detailed above, the Employee will be further interviewed by their Manager and or his/her nominee and the Senior Supervisor, and if requested by the Employee in the presence of an Employee representative.

If the Employee is not able to offer any reasonable explanation for the continuing below standard performance he/she will be issued with a final warning detailing the facts discussed in the interview and advising that the consequences of continued sub-standard performance will be termination of employment without further warning.

d) **Instant Dismissal**

There will be occasions when the warning system is not appropriate, such as serious misconduct or refusal of duty, in which case instant dismissal is the appropriate action. An Employee may be summarily dismissed only on the authority of their Manager and following communication to the relevant party.
15 PROCEDURE FOR DEALING WITH SAFETY ISSUES

15.1 The steps to be taken when dealing with safety issues are as follows:

a) When an Employee becomes aware of an unsafe situation, the Employee is required to rectify it, if it is within the Employee’s range of skills, qualification, training, competencies and authority to do so.

b) If the employee is not able to rectify the unsafe situation, the Employee is required to notify the leading hand or supervisor who will take all necessary steps to rectify the unsafe situation.

c) If there is to be any delay in rectifying the situation, the supervisor responsible for that area will ensure that Employees who are working in the affected area are relocated to work in other areas on the project until the unsafe situation has been rectified.

d) Provided it is safe to do so, all Employees with appropriate skills will be used to restore safe working conditions and normal productive work will progressively resume in the affected area.

e) If there is a disagreement over the existence of an unsafe situation or method of dealing with an unsafe situation, the work process in question shall not be carried out until such time as the matter has been resolved. The matter will then immediately be referred to the employer’s representative, the Company project representative responsible for coordination of project safety and the relevant safety and health representative, who shall meet and inspect the work area in an attempt to resolve the matter.

f) Where no agreement is reached a Workplace Services Inspector will be called to the site to make a determination.

Provided the above safety procedure is complied with, entitlements to pay and other benefits shall continue in accordance with the provisions of the South Australian Work Health and Safety Act 2012.
PART 4. BASIS OF EMPLOYMENT

16 CATEGORIES OF EMPLOYMENT

You may be appointed to one of the following categories of employment which will be recorded on your Letter of Appointment. Any future change in category will require the same.

16.1 Full-Time Employment

This means that you are engaged by the week on a permanent basis for an average of 38 Ordinary Hours per week (averaged over a maximum period of 4 weeks).

16.2 Part-Time Employment

This means that you are engaged by the week to work less than an average of 38 Ordinary Hours per week on a permanent basis.

16.3 Casual Employment

This means that you are not a permanent employee. A casual employee may work up to an average of 38 Ordinary Hours per week. Your hours of work and employment are subject to our need for your services. You are engaged by the hour. You are not entitled to paid leave, public holidays (not worked), notice on termination normally afforded to full time and part time employees, or redundancy. You will receive a loading of 25% on your Ordinary Hours Base Rate of wage, as specified in Schedule 1, to compensate.

16.4 Fixed-Term/Project Employment (Full Time, Part Time or Casual)

This means you are required by us for a fixed period of time or for a specific project, event, or situation of finite duration as determined by the contract of employment between you and us for the nominated project.

16.5 Probationary Period (Full Time, Part Time)

Any new employee will be subject to a three (3) month predetermined probationary period. During this period, employment may be terminated by either party by the giving of one (1) weeks’ notice.

The employee agrees in advance that the employer may extend the period of the probationary period by one (1) calendar month should the employer require a further period to ascertain the suitability of the employee for the position. Such an extension shall be made before the conclusion of the original three (3) month probationary period. The extension of the probationary period is at the sole discretion of the company.

The purpose of the probationary period is to enable the employee and the employer to consider their suitability and capability of working together.
17 CLASSIFICATION

You will be classified into a grade in accordance with your experience and equivalent qualifications based on the Australian Qualifications Framework (AQF) as detailed in SCHEDULE 3 – Classification.

17.1 Any changes in classification will be recorded in your letter of offer.

PART 5. CONDITIONS OF EMPLOYMENT

18 RATE OF PAY

18.1 General

a) Your hourly rate of pay will be based on your relevant classification and the rates in Schedule 1 or the rate of pay in your letter of offer, whichever is the greater.

b) The rate of pay for an adult Casual Employee is inclusive of a 25% Casual Loading. The Casual Loading is shown separately to the Employees Ordinary Hours Base Rate” on their Letter of Offer and is provided in lieu of matters identified in Clause 16.3- Casual Employment. The 25% Casual loading is paid as 25% of the Ordinary Time Rate (inclusive of any All-Purpose Allowances) for every hour worked including hours worked at Penalty Rates.

c) Unless otherwise stated in this Agreement, the rate of pay in clause 18.1 a) above is an all-inclusive rate whereby the rate of pay includes compensation for all allowances for additional skills, responsibility, qualifications, special rates, industry allowance, tool allowance, and any other disability associated with the work.
18.2 Shift work

Should shift work be required, it shall be worked and paid for in accordance with clause 21 of this agreement.

18.3 Overtime

(i) Monday to Friday all time worked beyond Ordinary Hours will be paid at time and one half of the Ordinary Hours Base Rate for the first two hours and double the Ordinary Hours Base Rate thereafter.

(ii) Saturday work shall be paid at the rate of time and one half of the Ordinary Hours Base Rate for the first two hours and double the Ordinary Hours Base Rate thereafter.

(iii) Sunday work shall be paid at double the Ordinary Hours Base Rate.

(iv) Employees agree to work such reasonable overtime as required.

(v) Casual Employees shall be paid 175% of the Ordinary Hours Base Rate for time and one half hours and 225% of the Ordinary Hours Base Rate for double time hours.

(vi) Employees are entitled to a minimum of 10 consecutive hours off duty between rostered shifts. If an employee works such overtime so that there is less than 10 hours between the finish of work and the commencement of the next rostered shift he/she is entitled to be absent, without deduction of ordinary pay, from the next rostered shift until he/she have had 10 consecutive hours off duty.

(vii) If an employee is directed by the company to resume duty without 10 consecutive hours off duty, he/she will be paid at double the Ordinary Hours Base Rate until 10 consecutive hours off duty are taken.

19 PAYMENT OF WAGES

Wages will be paid weekly by Electronic Funds Transfer into an account nominated by you.

20 ALLOWANCES

20.1 Payment

Allowances will be paid as follows:

a) Flat Rate Allowance – Calculated per defined unit (e.g. Hour, Day, km). This allowance is NOT included in the calculation of any entitlements prescribed in this agreement, including overtime and penalty rates and periods of paid leave such as annual leave, sick leave, and public holidays.

b) All Purpose Allowance - Included in the calculation of all entitlements prescribed in this agreement, including overtime and penalty rates and periods of paid leave such as annual leave, sick leave, and public holidays.
20.2 **Site Allowance (FLAT Rate Allowance)**

Site Allowance means an allowance allocated for working on designated sites deemed by the employer to attract the allowance. This allowance will be paid in the form of a flat rate for each hour worked on the designated sites only, in accordance with SCHEDULE 2 – Allowances or as otherwise shown in your Letter of Offer.

20.3 **Cooper Basin Allowance (FLAT Rate Allowance)**

Cooper Basin Allowance means an allowance allocated for working on projects within the Cooper Basin and Mereenie Regions. This allowance will be paid in the form of a flat rate for each hour worked on the designated sites only, in accordance with SCHEDULE 2 – Allowances or as otherwise shown in your Letter of Offer.

20.4 **Supervisory Allowances (All Purpose Allowance)**

In recognition of the increased level of responsibility, supervision and managerial functions performed by supervisors, a three-level allowance structure (contained in SCHEDULE 2 – Allowances) shall apply to employees that the employer deem to be performing either of the following two roles:

20.4.1 **Level 1 & 2 - Leading Hand**

Leading hand shall perform the duties of supervising the work of other employees, liaise with and assist the Supervisor or Project Manager in the organising, planning and, general management of projects. A leading hand shall also perform the associated record keeping, reporting (quality assurance procedure) clerical and logistical (ordering and procuring of materials, Plant and equipment) duties as well as attend site meetings if/when required.

a) All leading hands are directly responsible to ensure the site safety procedures are understood and complied with by the work team

20.4.2 **Level 3 - Supervisor**

The supervisor shall perform (in addition to the leading hand tasks) administrative (record keeping), co-ordinating (quality assurance), clerical, operational (materials, plant and equipment) and project set-up management functions as well as direct liaison with clients and attend site meetings if/when required.

a) All supervisors shall ensure that employees under their direction are aware of the work schedules and time allocations for tasks. In addition, supervisors shall be required to also monitor and report the following to management:

(i) Safety Requirements (Pre starts, Take 5’s and Risk Assessments)

(ii) Work progress on a daily basis in the form of a daily diary

(iii) Work performed by employees under their direction

b) All supervisors shall undertake any training deemed necessary by the employer in order to carry out the duties and functions of their role competently

c) All supervisors are directly responsible to ensure the site safety procedures are understood and complied with by the work team
20.5 Travel Allowance (FLAT Rate Allowance)

20.5.1 Employees required, under the express direction of their Employer, to use their own vehicle in the service of the Employer (travel between sites and/or workshop, to supplier to procure materials etc.) shall be paid a mileage rate in accordance with SCHEDULE 2 – Allowances.

20.5.2 Where the Employer provides or, offers to provide an Employee with Company transport as the means of travel to a place other than the Company premises for work, the Employee shall receive no travel allowance. Such Employees shall be paid reasonable travel time as per SCHEDULE 2 – Allowances, for any travel in excess of 50km radius, from the Company office.

20.5.3 Employees who travel in their own vehicle in order to start and/or finish work at the nominal start and/or finish time/s at a place other than the employee’s place of employment noted in their letter of offer shall be paid a travel allowance as per SCHEDULE 2 – Allowances.

20.5.4 All travel time shall be paid in accordance with SCHEDULE 2 – Allowances.

21 SPECIAL PROVISION FOR SHIFTCWORKERS

21.1 Definitions

- **Rostered shift** means any shift of which the Employee concerned has had at least 48 hours’ notice.
- **Afternoon shift** means any shift finishing after 6.00pm and at or before midnight.
- **Night shift** means any shift finishing subsequent to midnight and at or before 8.00am.
- **Day shift** means a shift of 8 hours inclusive of a rest break, commencing from 6.00am or finishing at 6.00pm, worked by an Employee who is engaged on continuous shift work as defined herein.
- **Continuous shift 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.

21.2 Hours - Continuous Shift Work

This subclause shall only apply to shift workers on continuous work as herein before defined.

a) The weekly ordinary hours of such shift workers shall average 38 hours per week inclusive of a rest break and shall not exceed 152 hours in 28 consecutive days.

b) Subject to the following conditions, such shift workers shall work at such times as the Employer may require:
(i) a shift shall consist of not more than eight (8) hours, inclusive of a rest break. 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 shall not be required to work more than one (1) shift in each 24 hours;

(iii) 20 minutes shall be allowed to shift workers each shift for a rest break which shall be counted as time worked;

(iv) an Employee shall not be required to work for more than six (6) hours without a meal break.

21.3 Hours – Other than Continuous Shift Work

This subclause shall apply to shift workers not upon continuous work as herein before defined.

a) The weekly ordinary hours of work shall be an average of 38 per week, to be worked in one of the following shift cycles;

(i) 38 hours within a period not exceeding 7 consecutive calendar days; or

(ii) 76 hours within a period not exceeding 14 consecutive calendar days; or

(iii) 114 hours within a period not exceeding 21 consecutive calendar days; or

(iv) 152 hours within a period not exceeding 28 consecutive days.

b) Subject to the following conditions, such shift workers shall work at such times as the Employer may require:

(i) A shift shall not exceed eight (8) hours of ordinary time work inclusive of a meal break. 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 shall be worked continuously except for meal breaks at the discretion of the Employer.

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

(iv) An Employee shall not be required to work for more than six (6) hours without a meal break.

21.4 Shift Rosters

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

21.5 Variation of Shift Rosters

a) The method of working shifts may in any case be varied by agreement between the Employer and the affected Employee/s.
b) Times of commencing and finishing shifts once determined may be varied by agreement between the Employer and the affected Employee/s, or, in the absence of agreement, by seven (7) days’ notice of alteration given by the Employer to the Employees.

21.6 Shift Allowances

a) 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.

b) Where an Employee is required to perform continuous weekday afternoon or night shift work the Employee shall be paid a shift loading of 20% for such work.

21.7 Rate for Working on Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in 21.6 hereof.

21.8 Rate for Working on Sunday & Public Holiday Shifts

a) The rate at which continuous shift workers 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.

b) The rate at which shift workers on other than continuous work is to be paid for all time worked on a Sunday or public holiday is as follows:

(i) Sundays - at the rate of double time.

(ii) Public holidays - at the rate of double time and a half.

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

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

e) The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in 21.6 hereof.

21.9 Shift Work Overtime

a) 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 shift worker shall be paid:

(i) if employed on continuous work be paid at the rate of double time.

(ii) if employed on other shift work at the rate of time and a half for the first two hours and double time thereafter.

Except in each case where the time is either worked:
(i) By arrangement between the Employees themselves.

(ii) For the purpose of effecting customary rotation on shifts.

(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. Provided that when not less than eight (8) 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 shall be paid double time.

* These rates are in substitution for, and not cumulative upon the prescribed shift loadings.

21.10 Rest Period After Shift Work

A shift worker, when going on shift, changing shift or returning to day work shall have at least ten (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.

Provided that, if on the instructions of the Employer, such an Employee resumes or continues to work without having had such ten (10) consecutive hours off duty, the Employee shall be paid at double time rates until released from duty and shall then be entitled to ten (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.

21.11 Daylight Saving

If the Employee is employed on shift work during the transition into or, out of daylight saving, the shift shall be worked from the rostered start time until the rostered finish time. However, the Employee shall be paid for the number of hours actually worked at the appropriate rate/s.

22 STAND DOWN

22.1 Permanent and Casual employees will not be entitled to pay for any part day in which you cannot be usefully employed due to any strike, within or outside our business.

22.2 Relocation of Permanent and Casual employees to another work area may be required due to the following:

a) any breakdown of machinery within, or outside our business;

b) any stoppage of work within our business for any cause; that is outside of our control.
22.3 If no alternate work is available, casual employees may be required to end the day’s work. Resumption of work will be advised when work again becomes available. Casual employees will not be paid for this period.

23 SUPERANNUATION

The Company agrees to pay the superannuation guarantee contribution in accordance with the Superannuation Guarantee (Administration) Act 1992 (as amended from time to time) on behalf of the employee to the superannuation fund of the employee’s choice.

Where the employee does not provide details of their chosen fund the employer will make contributions to the Company’s C-Bus default fund.

The notional earnings base for superannuation contributions shall be based on hours worked/paid up to 8 hours per day at the Ordinary Rate of Pay for a maximum of 5 days out of the 7 days in the pay period regardless of whether the hours worked are a combination of ordinary and overtime hours.

24 INCOME PROTECTION

The company shall make contributions, on behalf of the employees covered by this Agreement, to an income protection insurance fund agreed to between the parties, currently the JLT Electrical & Plumbing Discretionary Trust Arrangement – Bronze Package. The company will be responsible for 50% of the weekly scheduled fee for the package with the remaining 50% being the responsibility of each employee which will be deducted by the company from the employee’s weekly pay.

The JLT (Electrical and Plumbing) Discretionary Trust Arrangement has been established exclusively for members of the Electrical and Plumbing Industry and full details of the key features and benefits provided by this coverage can be accessed via their website www.jlta.com.au/jdt/eplsa.

Minimum Insurance Benefits will be maintained during the life of this Agreement as per the Product Disclosure Statement of this nominated fund package, or as otherwise agreed by the parties.

Employees can opt out of the income protection scheme at any time by written request.
25 HOURS OF WORK

25.1 Ordinary Hours

Given the nature of the industry, the Ordinary Hours of work will be an average of 38 per week (averaged over a maximum period of 4 weeks) to be worked Monday to Friday inclusive, between the hours of 6:00am and 6:00pm.

Where agreement is reached between the Company and the employee, Ordinary Hours of work may be arranged in an alternative method (including different days or times).

The Ordinary Hours of work will not exceed 8 hours on any one day.

From time to time, the company may need to introduce a shift work system to meet the specific client needs and expectations. The company reserves the right to introduce a shift work arrangement which may include changes to the spread of Ordinary Hours (hours or days of week) and a possible shift work loading. An employee who signs this agreement acknowledges such a need and will not unreasonably refuse to undertake the shift work.

25.2 Rostered Day Off

The company utilises the flexibility of the average 38 hours per week to operate via a Rostered Day Off (RDO) system whereby an employee may regularly work hours above 38 per week and be eligible for an RDO. The details of the RDO system are set out below:

a) The daily ordinary hours of work, shall be eight (8) hours with 0.4 hours accruing for the scheduled/designated rostered days off (RDO).

b) The 0.4 hours of each day worked during a cycle shall accrue as an entitlement to the scheduled/designated RDO as a paid RDO.

c) The employee may bank additional RDO hours provided their accrued RDO hours does not exceed the maximum detailed in clause d)

d) A maximum of ten such days (80 hours) may be accrued and then taken or banked by mutual agreement and paid out on completion of the Employee’s assignment on the project.

e) RDO payments will be made at the Employees current Ordinary Hours base rate.

f) Work on the scheduled/designated RDO shall be treated and paid for as an ordinary day.

g) Further to meet project work requirements an Employee may be required by the Company to work the scheduled/designated RDO, with such day to be worked without penalty as an ordinary day and the Employee will then take an alternative day off at a mutually agreed date.

h) Employees wishing to take an RDO must apply in writing a minimum of 48 hours prior to the date of the RDO being taken.

i) The company reserves the right to manage RDO accruals in excessive of part d)
25.3 Reasonable Additional Hours

You may also be required to work reasonable additional hours in the form of overtime outside the Ordinary Hours as prescribed in Clause 25.1 or otherwise agreed.

No more than a maximum of 14 hours in any one day will be requested to be worked.

By mutual agreement between the parties, the employee may be compensated for working Reasonable Additional Hours by any of the following as prescribed in subclause 25.3.1 or 25.3.2.

25.3.1 Payable at Penalty rates

Each day’s work shall stand alone.

25.3.2 Taken as Time Off In Lieu (TOIL)

Any Reasonable Additional Hours may be taken as TOIL at a later stage (on a day that would have been otherwise worked).

The time or times of taking TOIL must be agreed between the parties. Reasonable Additional Hours taken as TOIL must be between the span of Ordinary Hours of work, as prescribed in Clause 16.1, and must be taken at the Ordinary Hours Base Rate, that is an hour for each hour worked.

Upon termination, any TOIL hours remaining in the employees TOIL bank will be paid for at the employees’ Ordinary Hours Base Rate of pay.

The employer will maintain the right to direct an employee to take TOIL when their accrued TOIL bank reaches 20 days or greater.

Any agreement for the accrual or taking of TOIL must be recorded in writing.

26 BREAKS

(Reference: Clause 27 of the “Electrical, Electronic and Communications Contracting Award 2010”)

26.1 Definitions

26.1.1 A rest break allows an employee to rest for a short period of time during work hours. Rest breaks are also referred to as ‘crib breaks’, ‘rest pauses’ or ‘tea breaks’. They count as time worked. (Paid)

26.1.2 A meal break is a longer period of uninterrupted rest that allows the employee to eat a meal. These don’t count as time worked and are unpaid with the exception of shift-workers.

26.1.3 A shift-worker is an employee who works shifts and gets an extra payment for working shift hours.
26.2 Meal breaks and rest breaks

a) An employee, other than a shift worker, is entitled to an unpaid meal break of not less than 30 minutes after every six hours worked.

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

c) Meal breaks will be at the discretion of the employer.

d) Provided that an employee must 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.

26.3 Payment for work during meal break

a) Except as provided in clause 26.3b) for all work done 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 26.2, an employee employed on regular maintenance work must work during meal breaks at the Ordinary Hours Base Rate 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.

26.4 Rest breaks during overtime

a) 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 the Ordinary Hours Base Rate.

b) The employer and an employee may agree to any variation of this clause to meet the circumstances of the workplace, provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this clause.

26.5 Minimum break between work on successive days or shifts

a) Employees other than shift workers
(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 work on successive working days.

(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 the relevant overtime rate 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) Shift workers

1. For shift workers, the required period of consecutive hours off work is eight hours. Other arrangements are as per clauses 26.5 a) (i) to (iii) above.
27 PROTECTIVE CLOTHING

27.1 On commencement of employment with the Employer each Full-Time employee will be issued with the following:

- Three (3) shirts and Three (3) pairs of trousers or agreed alternative such as three pairs of overalls
- One (1) pair of approved safety boots to the value of $150 will be supplied by the Employer. Employees that can demonstrate fitting or comfort issues will be provided with alternative or more expensive boots as required.
- One (1) Winter jacket (May to October). Nylon jackets and those with metal zips shall not be acceptable
- One (1) pair of approved safety glasses. Where the employee requires prescription glasses, The Employer will reimburse the employee for the reasonable cost of having the employee’s prescription glasses hardened, provided that such glasses meet appropriate site safety standards.
- Any other safety equipment deemed necessary by the Employer for the safe conduct of work

27.2 The above-mentioned equipment will be maintained by the employee and replaced by the Employer on a fair wear and tear basis.

27.3 The company reserves the right to incorporate its name or logo or both on free issue protective clothing.

27.4 Casual Employees will be provided with adequate Protective Clothing to perform the duties as nominated in their Letter of Offer which may be less than the nominated quantities above.

27.5 All Protective Clothing remains the property of ICE Engineering and Construction PTY LTD and shall be returned to the company upon termination of employment.

28 DISTANT WORK AND LOCAL EMPLOYEES

This Clause shall only apply to Working Away from Home (WAFH) or Living Away from Home (LAFH) Workers.

28.1 The selection of Employees for work at distant sites remains the sole discretion of the Company.

28.2 The Company will inform Employees before commencing work at a work site as to whether they are a Working Away from Home (WAFH) or Living Away from Home (LAFH) Worker.

28.3 Working Away from Home (WAFH)

A WAFH Worker is defined as an Employee who is engaged at a distant work site where they are unable to reasonably return to their home location each day after finishing work for a continuous period of 21 days or less.
The Company, at its sole discretion, will determine whether a distant worker will be provided with:
(a) Suitable Accommodation and meals supplied at no cost to the employee; or
(b) Suitable Accommodation and payment to the employee of $60 per night for meals and incidentals; or
(c) An Overnight Travel Allowance (OTA) of $130 per night to cover accommodation, meals and incidentals.

28.4 Living Away from Home (LAFH) Workers

A LAFH Worker is defined as an Employee who is engaged at a distant work site where they are unable to reasonably return to their home location each day after finishing work for a period of at least 21 days or more working away from home on a regular rotational basis. The definition of a LAFH Worker is determined in accordance with ATO guidelines and publications and is subject to change.

The Company, at its sole discretion, will determine whether a LAFH worker will be provided with:
(a) Suitable accommodation and meals supplied at no cost to the employee; or
(b) Suitable accommodation and payment to the employee of the weekly (or daily pro-rata) reasonable food living away from home allowance amount set by the ATO each FBT year; or
(c) Travel Allowance of $210 (taxable) per night to cover accommodation and meals.

In order for the company to meet ATO requirements you will be expected to submit details when required about how your LAFH payments have been utilised. This will be outlined in your letter of offer.

28.4.1 Definitions

Home: Refers to an Employee’s usual place of private residence, or the place where the Employee resides on a formal and ongoing basis whilst working their assigned rostered shifts. The Company may require an Employee to provide evidence that the address nominated by the Employee is their usual place of residence, or the place where the Employee resides whilst working their assigned rostered shifts. Such evidence may include rent receipts, rates notices, utility bills or any other reasonable evidence required by the Company.

Suitable Accommodation: means single, en suite accommodation.
In the event that this form of lodging cannot be provided, the employee may elect to:
i. Accept an amount offered by the Company, at their discretion, in compensation for lesser accommodation, which will apply until suitable board/lodgings become available; or,

ii. Provide suggestions for alternate accommodation, the final decision to be at the discretion of the employer.

29 Travel Time

29.1 Mobilisation Expenses and Travel Time

(a) Subject to approval of the Company prior to departure to a work site, the Company shall pay all reasonable expenses including fares and meals, if necessary, incurred by an Employee who proceeds to construction work at the Project. Employees will be required to use Company-provided economy air transport when directed.

(b) An Employee shall be paid at the ordinary base rate of payment for the time to travel from the Point of Hire, as determined by the Company from time-to-time, to the Project pursuant to the Company's Direction. Payment will be capped at eight hours.

29.2 Demobilisation Expenses and Travel Time

(a) An Employee shall receive a maximum of eight hours pay at their Ordinary Base Rate to travel from the Project to the Point of Hire as shown in their Letter of Offer in respect of all return journeys.

(b) The return journey payments shall not be paid if the Employee terminates or discontinues their employment before completing 12 weeks on the site (or prior to the job completion if the work is for less than three months).

29.3 R&R Travel Time

The Employee's entitlement to receive payment for R&R Travel Time, when traveling from and to the Project, from their Point of Hire shall be detailed in their Letter of Offer. Where eligible, the Employee will receive a maximum of four hours at their ordinary rate of pay.
30 INCLEMENT WEATHER

The parties to the Agreement will collectively work toward the minimisation of lost time due to inclement weather.

Inclement weather shall mean the existence of abnormal climatic conditions (whether they be those of rain, hail, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or safe for Employees exposed thereto to continue working whilst the same prevail.

Where it is agreed that such conditions exist and the employee is a Permanent employee there shall be no deduction of ordinary time wages for any working time lost due to inclement weather.

Nominally the relevant supervisor in conjunction with the Employees and when appropriate, the safety representative will assess the weather conditions and where necessary Employees may be transferred from one location on the project site where it is unreasonable to work due to inclement weather, to work at another location on the project site which is not affected by inclement weather subject to the following:

30.1 Employees will only be transferred to an area not affected by inclement weather where there is work available in those respective classifications.

30.2 Employees may be transferred from one area of the project site to another area of the project site provided the Company provides transport where necessary.

31 TOOLS

It is expected that employees supply and maintain a complete set of tools as per APPENDIX 1 – Toolkit – Minimum Requirements to enable them to carry out their work safely and efficiently. An allowance has been incorporated into the hourly rate of pay to compensate the employees in this area.

Replacement tools may be provided by the company at the company’s discretion.

32 TRAINING

32.1 The Company shall pay for reasonable costs incurred by an Employee undertaking training or further education subject to the following terms and conditions:

a) Employees may be required by the Company to attend training or further education during working hours and/or outside of normal working hours.

b) Where the Company requires Employees to attend such training during normal working hours and/or in addition to their 38 hour week the Company will pay for all costs incurred for such training or further education in addition to their ordinary time rates for their time spent in attendance.
Notwithstanding any other provision contained in this Agreement, under no circumstances will any Employee receive overtime or travel payments for attendance at any training or further education at any time.

32.2 Where the Company does not request and/or require an Employee to attend industry related training or further education, the payment for costs and attendance at such training or further education shall be at the sole discretion of the Company.

a) It is clearly understood by the parties that for the purposes of this clause:

   (i) **costs** shall mean course fees and required text books

   (ii) **own time** shall mean time outside of ordinary working hours (i.e. night time, weekends, rostered days off and annual leave etc.)

   (iii) **training program** shall mean any industry related training program that may compliment the employee/s’ relevant classification skills

   (iv) **agreed (in writing)** shall mean that the company and the relevant employee/s have reached mutual agreement on the training program to be undertaken

b) Costs associated with an agreed (in writing) training program/s undertaken by employee/s shall be paid by the company upon the satisfactory completion of such training program/s. Where training is attended in the employee’s own time, no claim for payment of wages shall be made against the company by the employee/s for such time. Where training is conducted during normal working hours (by mutual agreement) no underpayment of wages shall be made to the employee/s by the company for such time. Such training program/s shall be, where practicable, conducted with minimal disruption to the company’s operational demands.

32.3 For Training/Qualifications funded by the Company for the employee at tertiary level (e.g. HV or HA Training), reimbursement in full will be required from the employee in the event that the employees’ employment with the company is terminated within one year of the date of completion of the company funded training/qualification. Reimbursement is not applicable where an employee is terminated due to redundancy.
PART 6. LEAVE AND PUBLIC HOLIDAYS

33 ANNUAL LEAVE

33.1 If you are not a casual employee, you will be entitled to paid Annual Leave.

33.2 A Full Time or Part Time employee will accrue 1/13 of the nominal hours worked during each four week period (equivalent to 4 weeks annual leave) each year. Annual leave does not accrue during any period of unpaid leave.

33.3 Annual Leave Loading of 17.5% has not been incorporated into your rate of pay and therefore is payable at the time of taking Annual Leave.

33.4 If a period of Annual Leave is taken, the employee will be paid at a rate that is no less than their basic periodic rate of pay immediately before the period of leave begins. Where an employee has worked under different pay rates over the period, the Annual leave rate will be calculated on an average rate of the period.

33.5 In the case of Annual Leave accrued but not taken, such leave will be paid out on termination.

33.6 You may be directed to take an amount of accrued Annual Leave during a particular period if the company elects to temporarily shut down all or part of the business/services in which you work to properly facilitate a shutdown. Shutdowns generally occur over the Christmas or Easter periods.

33.7 You may agree, subject to mutual agreement with your Manager, to cash out your outstanding annual leave (i.e. receive payment instead of taking time off of work).

The following must apply in all instances in order for this to take place:

a) You must have at least 4 weeks annual leave leftover
b) A written agreement between you and your Manager needs to be made each time annual leave is cashed out
c) You cannot be forced or pressured by your Manager to cash out annual leave
d) Payment for cashed out annual leave has to be the same as what you would have been paid if you took the leave

34 PUBLIC HOLIDAYS

Public Holiday Entitlements are provided in line with Chapter 2-2, "Division 10 - Public Holidays" of the National Employment Standards (NES).

Due to the nature of the industry, some Public Holiday work may be required.

34.1 If you are required to work on a Public Holiday, you will be granted your choice of either:

a) an alternative day off at a mutually agreed time; or
b) an additional day of Annual Leave (there will not be any additional Annual Leave Loading in this circumstance); or

c) be paid at double time and a half (of the Ordinary Hours Base Rate of pay) for any work conducted on the Public Holiday.

For the avoidance of doubt, if an employee is not rostered to work on the day a public holiday occurs they are not entitled to payment for the public holiday.

Public Holidays are declared on the following government website:

http://www.australia.gov.au

35 PERSONAL LEAVE

35.1 You may be entitled to Personal Leave which comprises of ‘Paid Personal (Sick)/Carers Leave’, ‘Unpaid Carers Leave’ and paid ‘Compassionate Leave’ pursuant to the Fair Work Act 2009 as amended from time to time.

35.1.1 The term ‘Immediate family’ includes the following:
   a) a spouse, child, parent, grandparent, grandchild or sibling of the employee;
   b) a child, parent, grandparent, grandchild or sibling of a spouse of the employee.

35.1.2 The term ‘Spouse’ includes the following:
   a) a former spouse
   b) a de facto spouse
   c) a former de facto spouse

35.2 Paid Personal (Sick)/Carers Leave and Unpaid Carers Leave

35.2.1 Casual employees are not entitled to paid Personal (Sick)/Carers Leave but may be entitled to access Unpaid Carers Leave.

35.2.2 Generally, an employee is entitled to accrue an amount of paid Personal (Sick)/Carers leave, for each completed 4 week period of continuous service with an employer, of 1/26 of the number of nominal hours worked by the employee for the company during that 4 week
period. This entitlement is for the purpose of Sick and Carers Leave and is approximately the equivalent to ten (10) days Paid Personal (Sick)/Carers Leave per year of service.

35.2.3 You will also be entitled to up to two (2) days per occasion of Unpaid Carer’s Leave if you have exhausted your entitlement to other Paid Personal (Sick)/Carers Leave entitlements. Casual Employees may also have access to Unpaid Carers Leave.

35.2.4 Paid Personal (Sick)/Carers Leave or Unpaid Carers Leave can be accessed when:
   a) You have personally suffered an illness or injury (Sick); or
   b) When you are required to provide care or support to a member of your immediate family or household because they are sick or injured or when you have an unexpected emergency (Carers).

35.2.5 On each occasion that you require Paid Personal (Sick)/Carers Leave or Unpaid Carers Leave, you must notify your Manager as soon as reasonably practicable of:
   a) your intention to take leave; and
   b) the name of the person requiring care and their relationship to you (if Carers Leave or Unpaid Carers Leave); and
   c) the reasons for taking such leave; and
   d) the estimated length of absence.

35.2.6 You are required to provide evidence to support your absence in accordance with the requirements of the Fair Work Act 2009.

35.2.7 If Unpaid Carers Leave is sought, you may take such leave in a single, unbroken period of up to two days or any separate periods to which the employee and company agree.

35.2.8 If you access Paid Personal (Sick)/Carers Leave, you will be paid what you would reasonably have expected to be paid had you worked during the period. This excludes any expectation that overtime would have been worked.

35.2.9 All Paid Personal (Sick)/Carers Leave counts as service and does not break your continuity of service.

35.2.10 Unpaid Carers Leave will not count as service however it will not result in a break to your continuity of service.

35.2.11 Paid Personal (Sick)/Carers Leave will accrue after each completed four-week period.

35.2.12 Employees must provide a Medical Certificate for Paid Personal (Sick) leave taken for all absences under the following circumstances:
   a) greater than two (2) days
   b) taken on a Monday or Friday
   c) taken immediately following or preceding a public holiday

Failure to provide satisfactory evidence will result in disciplinary action as set out in Clause 14 COUNSELLING AND DISCIPLINARY PROCEDURES of this agreement.
35.3 Compassionate Leave

35.3.1 You will be entitled to take up to two (2) days per occasion of paid Compassionate Leave if a member of your immediate family or household:
   a) contracts or develops a personal illness that poses a serious threat to life; or
   b) sustains a personal injury that poses a serious threat to life; or
   c) dies.

35.3.2 You may take Compassionate Leave in two separate periods of a single day or an unbroken period of two days or any separate periods to which the employee and company agree.

35.3.3 You will be required to provide us with evidence of the illness, injury or death on each occasion that you request Compassionate Leave.

35.4 You will not be entitled to paid personal leave for any period in respect of which you are entitled to workers’ compensation.

35.5 On each occasion that you require Compassionate Leave you must notify your Manager as soon as reasonably practicable of:
   • your intention to take leave; and
   • the name of the person concerned and their relationship to you; and
   • the reasons for taking such leave; and
   • the estimated length of absence.

35.6 Personal leave accrued is not payable upon termination.

36 PARENTAL LEAVE

You will be entitled to Parental Leave in accordance with the National Employment Standards contained in the Fair Work Act 2009.

Generally, you are entitled to unpaid Parental Leave of up to 12 months for the birth or adoption of a child. You must have had 12 months continuous service with the company prior to proceeding on Parental Leave and if eligible you must comply with certain notice requirements specified in the Fair Work Act 2009 as amended from time to time.
37 LONG SERVICE LEAVE

You are entitled to long service leave in accordance with the South Australian Long Service Leave Act, 1987 or applicable state legislation.
PART 7. TERMINATION OF EMPLOYMENT

38 TERMINATION

38.1 We will advise you as soon as is practicable of any impending change which may significantly affect your ongoing employment with us or the performance of your work under this Agreement.

38.2 Employee Period of Notice - Full Time or Part Time Employee

If an employee decides to resign from the company the notice requirements are in accordance with the National Employment Standards.

38.3 Employer or Employee Period of Notice - Casual Employee

For the company to terminate the employment of a Casual employee or the Casual employee wanting to terminate their own employment, the party initiating the termination must give at least one (1) hour to do so.

38.4 Employer Period of Notice - Full Time or Part Time Employee

If the company terminates your employment, the following period of notice as provided in the table below will be given to you unless:

a) you have already given notice of termination; or
b) we have paid you out in lieu of notice; or
c) you have been guilty of serious misconduct; or
d) you have been employed for a specific period of time and that time has elapsed; or
e) you have been engaged for a specific task or tasks and they have been completed.
<table>
<thead>
<tr>
<th>Employee’s period of continuous service with the company</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>At least 1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>At least 4 weeks</td>
</tr>
</tbody>
</table>

You will be entitled to an additional period of notice of one (1) week if you are over 45 years old and have completed at least 2 years of continuous service with the company.

38.5 Return of Property

38.5.1 Upon termination of employment for any reason you must return immediately all property belonging to us.

38.5.2 Any outstanding equipment, costs or moneys owed by you to the company will be deducted from the final payment of moneys made to you.

39 REDUNDANCY

In the event that a fulltime (permanent) employee’s position is made redundant the employees entitlement to redundancy pay will be as per the National Employment Standards (NES).
### PART 8. SIGNATORIES

**Employer**

<table>
<thead>
<tr>
<th>Signed for and on behalf of the &quot;Employer&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature:</strong></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Position:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>Dated:</strong></td>
</tr>
</tbody>
</table>

**Employer Witness**

<table>
<thead>
<tr>
<th>in the presence of</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Signature:</strong></td>
</tr>
<tr>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Dated:</strong></td>
</tr>
</tbody>
</table>

**Signed on behalf of the Employees**

<table>
<thead>
<tr>
<th>Signature: (*</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Gender:</td>
<td></td>
</tr>
<tr>
<td>Dated:</td>
<td></td>
</tr>
</tbody>
</table>

**Employee Witness in the presence of**

<table>
<thead>
<tr>
<th>Signature: (*)</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

(*) = You must not sign or date here before 7 days have elapsed from the time you received the Employee Information Statement; and 7 days have elapsed from the time you received this agreement.
### SCHEDULE 1 – CLASSIFICATIONS AND ORDINARY HOURS BASE RATES OF PAY

<table>
<thead>
<tr>
<th>Grade</th>
<th>Classification</th>
<th>From Commencement</th>
<th>1/7/2019</th>
<th>1/7/2020</th>
<th>1/7/2021</th>
<th>1/7/2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Electrical Worker Grade 10</td>
<td>$43.84</td>
<td>$45.16</td>
<td>$46.52</td>
<td>$47.91</td>
<td>$49.35</td>
</tr>
<tr>
<td></td>
<td>Advanced Electrical Tradesperson Level 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Electrical Worker Grade 9</td>
<td>$42.56</td>
<td>$43.85</td>
<td>$45.16</td>
<td>$46.52</td>
<td>$47.91</td>
</tr>
<tr>
<td></td>
<td>Advanced Electrical Tradesperson Level 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Electrical Worker Grade 8</td>
<td>$41.32</td>
<td>$42.57</td>
<td>$43.84</td>
<td>$45.16</td>
<td>$46.52</td>
</tr>
<tr>
<td></td>
<td>Advanced Electrical Tradesperson Level 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Electrical Worker Grade 7</td>
<td>$40.12</td>
<td>$41.33</td>
<td>$42.57</td>
<td>$43.85</td>
<td>$45.16</td>
</tr>
<tr>
<td></td>
<td>Dual Trade - Electrical/Instrumentation Cert 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Electrical Worker Grade 6</td>
<td>$38.72</td>
<td>$39.89</td>
<td>$41.09</td>
<td>$42.32</td>
<td>$43.59</td>
</tr>
<tr>
<td></td>
<td>Electrical Tradesperson Level 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Instrument Tradesperson Level 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fitter Special Class (pneumatics and hydraulics)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Welder Special Class Coded (3+ applicable tickets)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Electrical Worker Grade 5</td>
<td>$37.42</td>
<td>$38.55</td>
<td>$39.71</td>
<td>$40.90</td>
<td>$42.12</td>
</tr>
<tr>
<td></td>
<td>Electrical Tradesperson Level 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Instrument Tradesperson Level 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crane Operator &gt; 100 tonne</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tower Crane Operator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Registered Plumber</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Electrical Worker Grade 4</td>
<td>$36.05</td>
<td>$37.14</td>
<td>$38.25</td>
<td>$39.40</td>
<td>$40.58</td>
</tr>
<tr>
<td></td>
<td>Fitter (Base Trade)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Boilermaker (Base Trade)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Welder (Base Trade)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pipe Fitter (Base Trade)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sheet Metalworker (Base Trade)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crane Operator &gt; 100 tonne to 200 tonne</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fibre Glass Laminator Grade 1 (as appointed)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Carpenter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Electrical Worker Grade 3</td>
<td>$32.64</td>
<td>$33.63</td>
<td>$34.63</td>
<td>$35.67</td>
<td>$36.74</td>
</tr>
<tr>
<td></td>
<td>Rigger</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Scaffold</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dogperson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Crane Operator &lt; 80 tonne</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Forklift Operator over 4500kg</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cable Joiner</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Industrial Cleaner</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fibre Glass Laminator Grade 2 (as appointed)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Concrete Finisher/Steeffixer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Electrical Worker Grade 2</td>
<td>$24.18</td>
<td>$24.91</td>
<td>$25.66</td>
<td>$26.43</td>
<td>$27.22</td>
</tr>
<tr>
<td></td>
<td>Trades Assistant/Labourer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Peggy/Forklift up to 4500kg</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lagger/Sprayerpainter</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Non-Trades Storeperson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Electrical Worker Grade 1</td>
<td>$21.35</td>
<td>$21.99</td>
<td>$22.65</td>
<td>$23.33</td>
<td>$24.03</td>
</tr>
<tr>
<td></td>
<td>Labourer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
a) Rates for Apprentices are to be calculated by applying the percentage appropriate to the apprentice’s year of indenture (detailed below), to the Grade 5 classification set out above.

<table>
<thead>
<tr>
<th>Year</th>
<th>% of Grade 5 (Electrical Worker Grade 5) or trade equivalent on entry</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>55</td>
</tr>
<tr>
<td>2</td>
<td>65</td>
</tr>
<tr>
<td>3</td>
<td>75</td>
</tr>
<tr>
<td>4</td>
<td>90</td>
</tr>
</tbody>
</table>

b) Adult Apprentices: The rate for an adult apprentice (over 21 years of age at commencement) shall be appropriate to the apprentice’s year of indenture as detailed below, and shall not be lower than the rate of 80% of Grade 5 (Electrical Worker Grade 5) Classification.

<table>
<thead>
<tr>
<th>Year</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>80% of Grade 5 (Electrical Worker Grade 5)</td>
</tr>
<tr>
<td>2</td>
<td>Equivalent to Grade 3 (Electrical Worker Grade 3)</td>
</tr>
<tr>
<td>3</td>
<td>Equivalent to Grade 3 (Electrical Worker Grade 3)</td>
</tr>
<tr>
<td>4</td>
<td>Equivalent to Grade 3 (Electrical Worker Grade 3)</td>
</tr>
</tbody>
</table>
### SCHEDULE 2 – Allowances

<table>
<thead>
<tr>
<th>Allowance Description</th>
<th>Allowance Type</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Allowances (Clause 20.2)</td>
<td>(FLAT Rate Allowance)</td>
<td></td>
</tr>
<tr>
<td>Grade 1~10</td>
<td>$2.50 / hr</td>
<td></td>
</tr>
<tr>
<td>Apprentice 1st Year</td>
<td>$1.37 / hr</td>
<td></td>
</tr>
<tr>
<td>Apprentice 2nd Year</td>
<td>$1.62 / hr</td>
<td></td>
</tr>
<tr>
<td>Apprentice 3rd Year</td>
<td>$1.88 / hr</td>
<td></td>
</tr>
<tr>
<td>Apprentice 4th Year</td>
<td>$2.25 / hr</td>
<td></td>
</tr>
<tr>
<td>Cooper Basin Allowance (Clause 20.3)</td>
<td>(FLAT Rate Allowance)</td>
<td></td>
</tr>
<tr>
<td>Grade 1~10 and Apprentices</td>
<td>$2.50 / hr</td>
<td></td>
</tr>
<tr>
<td>Supervisory Allowances (Clause 20.4)</td>
<td>(All Purpose Allowance)</td>
<td></td>
</tr>
<tr>
<td>Level 1 - Leading Hand (3-10 employees)</td>
<td>$1.00 / hr</td>
<td></td>
</tr>
<tr>
<td>Level 2 - Leading Hand (11-20 employees)</td>
<td>$1.50 / hr</td>
<td></td>
</tr>
<tr>
<td>Level 3 - Supervisor (20+ employees)</td>
<td>$2.00 / hr</td>
<td></td>
</tr>
<tr>
<td>Travel Allowance (Clause 20.5)</td>
<td>(FLAT Rate Allowance)</td>
<td></td>
</tr>
<tr>
<td>Mileage Rate</td>
<td>Cents per kilometre as set by the ATO each financial year</td>
<td></td>
</tr>
<tr>
<td>Payment for Travel Time</td>
<td>Ordinary Hours Base Rate</td>
<td></td>
</tr>
<tr>
<td>Travel Allowance</td>
<td>$25.00 / day</td>
<td></td>
</tr>
<tr>
<td>Distant Worker Allowances (Clause 28)</td>
<td>(FLAT Rate Allowance)</td>
<td></td>
</tr>
<tr>
<td>Meal and incidental Allowance - WAFH Worker</td>
<td>$60.00 / night</td>
<td></td>
</tr>
<tr>
<td>Overnight Travel Allowance (OTA) - WAFH Worker</td>
<td>$130.00 / night</td>
<td></td>
</tr>
<tr>
<td>Travel Allowance (taxed) - LAFH Worker</td>
<td>$210.00 / night</td>
<td></td>
</tr>
<tr>
<td>Meal Allowance - LAFH Worker</td>
<td>Weekly (or daily pro-rata) reasonable food LAFH allowance amount set by the ATO each FBT year</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE 3 – Classification Definitions

**Electrical Worker Grade 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.

**Electrical Worker Grade 2**

a) Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson; and

b) 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 to specified lengths- ducting, unistrut, conduit and other cable and support systems;
- paint cable trays, ducts and conduits;
- directly assists a tradesperson installing cable/conduit, ducting and other cable enclosures or support systems; chase walls as marked by a tradesperson.
- Is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

**Electrical Worker Grade 3**

a) An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an electrical worker Grade 2; and

b) Without limiting the scope of the work, the employee may perform the work described below to the level of the employee's training:

- Is engaged in store work; or
- 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
- Inspects and tests fire alarm or security alarm equipment; or
- Under the supervision of a trades person or electronics serviceperson:
  (i) Installs radio, communications and related equipment including antenna; or
  (ii) Installs fire alarm or security alarm equipment; or
  (iii) Installs data and communication cabling;
- Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

**Electrical Worker Grade 4**

a) 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 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:

(i) Scaffolding or rigging; or

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

• 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:

(i) Installs radio, communications and related equipment including antenna; or

(ii) Installs fire alarm or security alarm equipment; or

(iii) Installs, terminates and tests data and communication cabling; or

(iv) 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

(v) Holds a restricted electrical registration (SA only).

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

c) Included in this grade is the work of Purchasing Clerk/Store person and Electronic Equipment Installer Level 2.

**Electrical Worker Grade 5**

a) An Electrical Worker Grade 5 is 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; or

• An AQF Certificate Level 3 in Electrotechnology in one of the following:
  
  (i) Systems Electrician; or
  
  (ii) Assembly and Servicing; or

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

• An AQF Certificate Level 3 in Electrotechnology in one of the following:
  
  (i) Building Services; or
  
  (ii) Communications; or
  
  (iii) Computer Systems; or
  
  (iv) Data Communications; or
  
  (v) Entertainment and Servicing; or
  
  (vi) Scanning; or

• Has successfully completed an appropriate instrumentation trade course; or an AQF Certificate Level 3 in Electrotechnology Instrumentation; or

• Holds an appropriate electrical/refrigeration/air conditioning trade certificate; or an AQF Certificate Level 3 in Electrotechnology Refrigeration and Air-conditioning; or

• 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.

b) 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
- Electrical Tradesperson Powerline Level 1 (SA only)

**Electrical Worker Grade 6**

a) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition has:

- successfully completed three appropriate training modules or 33% of the qualification specified for grade 7 or its equivalent; or
- equivalent structure in-house training relevant to the employer's business or enterprise as agreed between the parties to the agreement; and
- is employed to use the skills acquired through the training or experience specified.

b) Included in this grade is the work of:

- Electrical Tradesperson Level 2
- Electronic/Communications Serviceperson Level 2
- Instrument Tradesperson Level 2
- Refrigeration/Air Conditioning Tradesperson Level 2
- Linesperson/Cable Jointer Level 2
- Electrical Tradesperson Powerline Level 2

**Electrical Worker Grade 7**

a) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:

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

b) Included in this grade is the work of:
• Electrician Special Class
• Electronic/Communications Serviceperson Special Class
• Instrument Tradesperson Special Class Refrigeration/Air Conditioning Tradesperson Special Class
• Linesperson/Cable Jointer Special Class
• Electrical Tradesperson Powerline Special Class (SA only)

Electrical Worker Grade 8

a) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who has successfully completed:
   • a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate or an AQF Diploma in Electrotechnology or their equivalent, or
   • an AQF Certificate Level IV in Electrotechnology.
   • in addition, has had not less than two years’ experience as an Electrical Worker Grade 7 and is employed to use the skills acquired through the training and/or experience specified.

b) Included in this grade is the work of:
   • Advanced Electrical Tradesperson Level 1
   • Advanced Electronic/Communications Serviceperson Level 1
   • Advanced Instrument Tradesperson Level 1
   • Advanced Electrical Tradesperson Powerline Level 1 (SA only)

Electrical Worker Grade 9

a) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who has successfully completed:
   • an appropriate Advanced Certificate or
   • an AQF Diploma in Electrotechnology, or
   • their formal equivalent; and
   • is employed to use the skills acquired through the training and/or experience specified.

b) Included in this grade is the work of:
• Advanced Electrical Tradesperson Level 2
• Advanced Electronic/Communications Serviceperson Level 2
• Advanced Instrument Tradesperson Level 2
• Advanced Refrigeration/Air Conditioning Tradesperson Level 2
• Advanced Electrical Tradesperson Powerline Level 2 (SA only)

**Electrical Worker Grade 10**

a) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who has successfully completed:

• an appropriate Associate Diploma or
• AQF Advanced Diploma or:
• their formal equivalent and
• is employed to use the skills acquired through the training and/or experience specified.

b) Included in this grade is the work of:

• Advanced Electrical Tradesperson Level 3
• Advanced Electronic Serviceperson Level 3
• Advanced Instrument Tradesperson Level 3
• Advanced Refrigeration/Air Conditioning Tradesperson Level 3
• Advanced Electrical Tradesperson Powerline Level 3 (SA only)
## APPENDIX 1 – Toolkit – Minimum Requirements

<table>
<thead>
<tr>
<th>TOOLS</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Alien Keys (Metric/Imperial)</td>
<td>R</td>
</tr>
<tr>
<td>Cold Chisel</td>
<td>R</td>
</tr>
<tr>
<td>Crimping Tool (Utilux 00 or equivalent)</td>
<td>R</td>
</tr>
<tr>
<td>Battery Drill</td>
<td>O</td>
</tr>
<tr>
<td>Bootlace Crimper</td>
<td>R</td>
</tr>
<tr>
<td>Hacksaw</td>
<td>R</td>
</tr>
<tr>
<td>Junior Hacksaw</td>
<td>R</td>
</tr>
<tr>
<td>Hammer (3lb)</td>
<td>R</td>
</tr>
<tr>
<td>Electrician’s Knife</td>
<td>T</td>
</tr>
<tr>
<td>Multigrips - 250mm</td>
<td>R</td>
</tr>
<tr>
<td>Pliers (Insulated 8’ combination)</td>
<td>R</td>
</tr>
<tr>
<td>8” side cutter</td>
<td>R</td>
</tr>
<tr>
<td>8” cable cutter</td>
<td>R</td>
</tr>
<tr>
<td>Pliers (long nose)</td>
<td>R</td>
</tr>
<tr>
<td>Punch (Centre)</td>
<td>R</td>
</tr>
<tr>
<td>Insulated terminal screw driver 3.0</td>
<td>R</td>
</tr>
<tr>
<td>Screwdrivers 4.0mm, 5.5mm, 6.5mm, PH1, PH2</td>
<td>R</td>
</tr>
<tr>
<td>Spanner (shifting 10” / 250mm)</td>
<td>R</td>
</tr>
<tr>
<td>Spanner (open ended 6mm -19mm)</td>
<td>R</td>
</tr>
<tr>
<td>Spanner (ring 6mm - 19mm)</td>
<td>R</td>
</tr>
<tr>
<td>Spanner (socket 6mm - 25mm)</td>
<td>R</td>
</tr>
<tr>
<td>Insulating lug crimping tool</td>
<td>R</td>
</tr>
<tr>
<td>Steel Square</td>
<td>R</td>
</tr>
<tr>
<td>Stilson Wrench (20mm - 50mm) as required</td>
<td>R</td>
</tr>
<tr>
<td>Spirit level 300mm</td>
<td>R</td>
</tr>
<tr>
<td>File Bastard 1/2 Round - Min 200mm</td>
<td>R</td>
</tr>
<tr>
<td>File 2nd cut 1/2 Round - Min 200mm</td>
<td>R</td>
</tr>
<tr>
<td>File 2nd cut Round - Min 200mm</td>
<td>R</td>
</tr>
<tr>
<td>Tape (8M)</td>
<td>R</td>
</tr>
<tr>
<td>Tin Snips (10&quot;)</td>
<td>O</td>
</tr>
<tr>
<td>AS 3000 - Wiring Rule Book (up to date)</td>
<td>R</td>
</tr>
<tr>
<td>AS 3008 - or equivalent</td>
<td>O</td>
</tr>
<tr>
<td>Wire Strippers (1mm - 6mm)</td>
<td>R</td>
</tr>
<tr>
<td>Multi Meter (Min Fluke 128 specs) 12 B Class III</td>
<td>R</td>
</tr>
<tr>
<td>Holesaw kit (Reload) 16-63mm</td>
<td>R</td>
</tr>
<tr>
<td>Metric Drill Set 1.0 - 13mm</td>
<td>R</td>
</tr>
<tr>
<td>Welders Helmet</td>
<td>T</td>
</tr>
<tr>
<td>Chipping Hammer</td>
<td>T</td>
</tr>
<tr>
<td>Clamps (G, Vice Grips)</td>
<td>T</td>
</tr>
</tbody>
</table>

R: Required  O: Optional  T: Trade Dependant