

**Downer Utilities Australia  
Pty Ltd & ETU Powerline  
Enterprise Agreement  
2023-2026.**

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## 1. TITLE OF AGREEMENT

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- a) This Agreement shall be known as the Downer Utilities Australia Pty Ltd & ETU Powerline Enterprise Agreement 2023-2026

## 2. PARTIES BOUND

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- a) This union collective agreement (“this Agreement”) will apply to and be binding on:
  - Downer Utilities Australia Pty Ltd (ABN 65 075 194 857 / ACN 075 194 857) (“**the Employer**” or “**the Company**”);
  - The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (“**the Union**” or “**the ETU**”);
  - All current and future Employees of the Employer (“**the Employees**”).
- b) Please note that the ETU will only be covered by this Agreement if it elects to be covered by this Agreement in accordance with section 183 of the Fair Work Act 2009 (“the FW Act”) and is noted in the decision of the Fair Work Commission to approve the agreement that covers the ETU. In the event that the ETU is not a party covered by this Agreement, any obligation of the ETU referred to in this Agreement has no effect and is unenforceable under this Agreement.
- c) Any reference in this Agreement to a “party” or “parties” is a reference to the ETU, the Employees and the Employer.
- d) The terms and conditions of this Agreement shall be a condition of employment and explained to all existing employees and all new employees at the time of commencement.
- e) This Agreement does not cover work performed on any Project in respect of which a Project-specific agreement is made between the Parties after this Agreement is made and applies to the Employees.
- f) The operation of this Agreement does not, and cannot be used to remove or vary, in any way, superior or additional terms and conditions not contained within this agreement which an employee is enjoying at the time this Agreement comes into operation.

## 3. TRANSMISSION OF BUSINESS

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- a) Transmission of business occurs where a business is transmitted from an Employer (the transmitter) to another Employer (the transferee) and an employee who was employed by the transmitter at the time of transmission becomes an employee of the transferee.
- b) The continuity of the employment of the employee shall be deemed not to have broken by reason of such transmission; and the period of employment, which the employee has had with the transmitter or any prior

transmitter, shall be deemed to be service of the Employee with the transmittee.

- c) In this sub clause business includes trade, process business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- d) This section shall not apply by reason only of an employer taking over the employees of another employer to complete contract or subcontract works abandoned by that other employer by reason of bankruptcy, liquidation or otherwise.

#### **4. NO EXTRA CLAIMS**

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- a) The parties intend this Agreement to cover all matters pertaining to wages and conditions and claims that could be included in an enterprise agreement, during the term of this Agreement, and further agree that no other claims (whether award or over award) that could be included in an enterprise agreement, shall be made by either party prior to the nominal expiry date of this Agreement. For the avoidance of doubt, it is agreed between the parties that up to the nominal expiry date of this Agreement:
  - I. The parties will not pursue any extra claims, either award or over award, and will not seek any changes whatsoever to conditions of employment of the employees; and
  - II. Neither the employees, nor any party to this Agreement, will engage in or seek to engage in protected action in relation to the performance of any work covered by this Agreement. The parties have agreed that as a result of the negotiation of this Agreement, no employee shall be worse off as a result of this agreement being implemented.
  - III. The parties agree that with this Agreement being drafted and reformatted, some clauses or words may have been inadvertently or mistakenly left out through no fault of any party to this agreement, this includes the classification structure. If it is proven that an existing entitlement has been left out because of this process, the parties agree to vary the EBA to have the issue fixed.

#### **5. RELATIONSHIP TO AWARD AND AGREEMENTS**

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- a) The Agreement is a complete statement of the rights and obligations of the Employer and its employees that are intended to be covered through enterprise bargaining.
- b) Subject to the terms of this Agreement, this Agreement replaces and operates to the exclusion of (to the full extent permitted by law) all other awards, collective agreements and industrial instruments.

## **6. RELATIONSHIP TO NES**

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- a) This Agreement incorporates and operates in conjunction with the NES
- b) Where this Agreement is more beneficial in a particular respect to an employee, then this Agreement shall prevail to the extent of the inconsistency.
- c) Where the NES is more beneficial in a particular respect to an employee, then the NES shall prevail to the extent of the inconsistency.

## **7. DATE AND PERIOD OF OPERATION**

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- a) This Agreement will operate from the date 7 days after it is approved by the Fair Work Commission and shall have a nominal expiry date of 31st August 2026.
- b) This agreement will continue in force after its nominal expiry date until it's replaced in accordance with the Act.

## **8. ANTI-DISCRIMINATION**

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- a) It is the intention to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at work on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family, responsibilities, pregnancy, religion, political opinion, national extraction or social origin and work and family Life.
- b) The Employer is committed to the operation of working hours which will as far as possible allow the balancing of Employees' work responsibilities and their private/family responsibilities and need for a balanced life. Therefore, the Employer will endeavour to ensure that the working hours of Employees are managed to ensure that that balance is maintained and will where appropriate consider alternatives to traditional working arrangements.
- c) The care of children and elderly parents along with the running of the home are no longer the concern only of women but are the responsibilities of both male and female employees. The parties recognise however that these responsibilities often cause concern for Employees who try to juggle work and family commitments, and that much more needs to be done before there is equal opportunity between men and women Employees with family responsibilities, and between these and other Employees.

## 9. DEFINITIONS

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### 9.1. Definitions

- a) **Afternoon Shift** shall mean any shift finishing after 6pm and at or before midnight.
- b) **All-purpose allowance/s** shall mean an allowance that counts for all purposes and are part of the gross weekly rate. This includes overtime, leave (personal leave, annual leave, purchased annual leave, long service leave etc.), superannuation and redundancy payments.
- c) **Associated industry equipment** shall mean equipment such as but not limited to, transformers, HV switches, conductors etc.
- d) **AusNet Agreement** means the AusNet Services – ETU Enterprise Agreement 2017
- e) **AusNet Contract** means the Employer's contract with AusNet Services to provide maintenance and construction services on its electricity distribution network.
- f) **AusNet Services** means AusNet Electricity Services Pty Ltd and AusNet Transmission Group Pty Ltd.
- g) **Continuous service** for the purposes of this Agreement means weekly employment until termination of employment.
  - IV. Service shall be deemed to be continuous notwithstanding: any interruption or termination of the employment by the Employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of absence;
  - V. any absence from work on account of annual leave, personal/carer's leave, work related injury and/or illness or on account of paid leave lawfully granted by the Employer; orfor the purpose of this subclause:
  - I. any absence with reasonable cause for which the onus of proof shall be upon the employee;
  - II. for the employee to become entitled to the benefit of this sub-clause, the Employer must be notified within 24 hours where practicable of the commencement of the absence of the employee's inability to attend for duty;
  - III. For periods of unpaid leave, this shall be in accordance with the FW Act.
  - IV. no entitlements shall accrue during periods of unpaid leave.
- h) **Continuous work** shall mean work carried on with consecutive shifts throughout the twenty-four hours for at least five consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.

- i) **Declared emergency event** shall mean a situation in which a significant number of customers have lost supply in unforeseen circumstances. E.g. unprecedented storms, bushfires, floods etc.
- j) **Double time** shall mean the ordinary rate of pay multiplied by two.
- k) **Double time and a half** shall mean the ordinary rate of pay multiplied by two and a half.
- l) **Employee** shall mean
  - I. An employee of the Employer who performs work in the state of Victoria in the electrical power distribution, generation and/or transmission industry and who is employed within the classifications contained in this Agreement; or
  - II. An employee of the Employer who is ordinarily based in Victoria and/or is employed through the business of the Employer in Victoria, and who is temporarily (i.e. not permanently) required to perform work outside of Victoria in another State of Australia, in the electrical power distribution, generation and/or transmission industry and who is employed within the classifications contained in this Agreement.
- m) **EEO** means Equal employment opportunity.
- n) **ESV** means Energy Safe Victoria
- o) **Extra High Voltage Tower** means anything above 66,000 volts.
- p) **Employee Representative** shall mean an employee elected and appointed by the Union in accordance with its rules as a Shop Steward (“Shop Steward”), or such other representative that may be selected by an Employee to represent the Employee, or a health and safety representative.
- q) **Employer** shall mean the employer bound by this Agreement and any successor, assignee or transferee of the business or part of the business of the Employer.
- r) **FW Act** means the Fair Work Act 2009 or its successors.
- s) **FWC** means Fair Work Commission or its successors.
- t) **Gross weekly rate** shall mean the ordinary rate, plus shift loadings and all-purpose allowances if applicable. It shall be included as appropriate when calculating payments for overtime, leave (personal leave, annual leave, purchased annual leave, long service leave etc.) annual leave loading, public holidays and pro rata payments on termination.
- u) **Immediate Family** shall mean a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner.
- v) **Industrial action** shall mean the refusal or failure by an Employee to perform the whole or any part of normal work; or the imposition of or giving

effect to any ban, limitation or restriction upon the performance of an Employee's normal work; or failure by an Employee to comply with any direction by a supervisor or manager regarding the performance of normal work; but does not include action of the kind referred to hereof where the performance of normal work would place at risk the health or safety of the Employee concerned.

- w) **Matter** means a dispute, grievance, disagreement or issue, other than a demarcation dispute.
- x) **Mentor** shall mean an Employee assigned to provides support & guidance to an apprentice or trainee.
- y) **NES** shall mean the National Employment Standards as defined in the Act including any subsequent employee beneficial variations.
- z) **Night** shift shall mean any shift finishing subsequent to midnight and at or before 8.00am.
- aa) **OHS** shall mean Occupational Health and Safety
- bb) **Ordinary rate / Ordinary Pay** shall mean the sum ascertained by dividing the weekly salary by the number of ordinary weekly working hours specified for that position.
- cc) **Ordinary time** shall mean the Employee's ordinary hours of work.
- dd) **Party or Parties** shall mean the union, the Employer and Employees covered by this agreement.
- ee) **Part Time** shall mean an Employee who works less than full-time ordinary hours and has reasonably predictable hours of work; and receives, on a pro rata basis, equivalent pay and conditions to those specified for full-time Employees who do the same work.
- ff) **Pre-arranged work** shall mean planned or programmed work and includes switching associated with tree clearing, line construction, etc. and switching and supervision associated with planned maintenance.
- gg) **Regional** Shall mean a location (outside metropolitan Melbourne) in which an employee travels to or from to perform their role under this agreement. Regional shall be different depending on individual circumstances & will consider, but not limited to travel time to & from location of role, excessive driving & other contributing factors.
- hh) **Rostered** shift shall mean any shift of which the Employee concerned has had at least 48 hours' notice.
- ii) **The Act** shall mean the Fair Work Act 2009 and its successors.
- jj) **A twelve-hour** shift shall mean any shift roster which requires the manning of a post(s) 24 hours per day, seven days per week and which has as its normal rostered shifts a duration of approximately twelve hours.
- kk) **Unplanned Overtime** shall mean overtime worked without notice prior to the commencement of the shift.



- ll) **Weekend shift** shall mean any shift where the major portion of work is performed on between midnight Friday and Midnight Sunday.
- mm) **Week's** pay shall mean the gross weekly rate of pay as at the date of termination.
- nn) **Work period** shall mean in relation to climatic conditions allowance any continuous period the Employee is at work. The work period finishes when work ceases and the 8 or 10 hour break as appropriate has been completed. The work period is not broken by the completion of ordinary hours, the commencement of overtime penalties or passing into another calendar day. For clarity, where Employees on availability or call back are required to return to work, any remaining part of a previous 8-hour period in the same work period will apply before any further payment is made.
- oo) **Registered office** shall mean any office, workshop or depot of the Employer at which the Employer conducts business, including branch offices and site offices.
- pp) **Site office** shall mean a facility with office equipment such as a telephone, facsimile machine, desks, plan drawers and filing cabinets and staffed to allow the management of the affairs of the Employer relevant to its day-to-day activities on the site.
- qq) **Union or ETU** shall mean the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia. Where this Agreement refers to a decision, agreement or the like being made by the Union, the decision/agreement maker shall be the Victorian Branch of the Electrical Division of the Union.

## 10. COMMITMENTS

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### 10.1. General

- a) The Employer, the employees and the ETU have a common interest in the Electrical Distribution and Transmission industry therefore a stable working environment and harmonious relations are required to improve the relationship between the Employer, its employees, and its customers. Progress in the industry demands a mutuality of confidence between the parties. All will benefit by continuous peace and by adjusting any difference by a rational common-sense method.
- b) The parties acknowledge that management will continue to seek productivity and efficiency improvements over the life of this agreement. The Employer Consultative Committee may have a role in considering these productivity and efficiency improvements.
- c) Upon request from an Employee the Employer, shall provide reasonable access to a copy of this Agreement in full.

## **10.2. Security of Employment Arrangements.**

### **Overview**

- a) The Employer is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. As such, full time direct and ongoing employment is a guiding principle of this Agreement.
- b) The Employer will take all measures to achieve employment security for the direct permanent employees of the Employer. The Parties agree upon the measures in this Clause to protect and enhance the employment security, health and safety, terms and conditions of employment and career development of the employees.
- c) The Employer agrees that it is highly important to ensure that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes OHS and EEO principles and practices in the workplace and appropriate representation of employees should they so request. The Employer will ensure that its employment practices are consistent with the above principles and practices.
- d) The full-time direct Employees of the Employer are the most suitable and capable workers to perform the tasks covered by this Agreement that are directly performed by the Employer, and are required during out of hours, on availability and other overtime situations. Accordingly, they will be given preference when such work is offered or required.

### **Definitions**

For the purposes of this clause the following definitions will apply:

- a) "Direct permanent employees" means the permanent Employees employed by the Employer from time to time.
- b) "Employer" means the employing entity bound by this Agreement and its successors, assignees and transmitters.

## **10.3. Sub-Contracting**

- a) Refer to APPENDIX J – SUB-CONTRACTING for the Sub-Contracting provisions that apply to this Agreement.

## **10.4. Compliance with this Agreement**

- a) The rates and allowances prescribed in this Agreement are the minimum amounts to be paid by the Employer. The Employer must pay each and every rate and allowance in this Agreement as and when they fall due.
- b) Despite any agreement or arrangement to the contrary, the Employer will not pay an employee an "all-in" or lump sum wage in lieu of some or all the rates and allowances in this Agreement.
- c) If, in breach of this Agreement, the Employer pays an "all-in" or lump sum amount without such amount having been described in accordance with the pay slip requirements of this Agreement as being for a particular

purpose of this Agreement, then the entire amount paid for that pay period will be deemed to be attributable to ordinary time wages only and the Employer will be liable to the employee in full for each and every other applicable rate or allowance in this Agreement.

- d) The Parties agree that the practice of paying employees “all-in” rates, including the practice of paying such rates to a corporation nominated by the employee to receive such remuneration on his or her behalf constitutes a breach of this Agreement.

#### **10.5. Labour Resources**

- a) To assist in achieving adequate standards of competence and associated safe work practices, it is agreed between the parties that the Employer will primarily hire employees who have been trained and received their qualification or are recognised under the Australian Licensing and Qualifications Framework. Employees who haven’t been trained and received their qualification or are recognised under the Australian Licensing and Qualifications Framework shall only work under direct supervision of Employees who have been trained and received their qualification or are recognised under the Australian Licensing and Qualifications Framework.
- b) So Occupational Health & Safety Standards are met and safety for employees is not compromised the Employer will ensure that the qualifications and level of competence of workers trained outside Victoria meet Victorian standards.

#### **10.6. Flexibility and Productivity**

- a) The parties agree that this Agreement commits every employee of the Employer to exercise the necessary flexibility and productivity improvements and broadness of approach as contained in this Agreement so that the Employer can remain competitive in the market place.
- b) If the Employer and the employees wish to develop a Consultative Committee, they may do so.

#### **10.7. Workmanship and Quality**

- a) Employees appropriately qualified will sign all required documentation in accordance with the applicable statutes and regulations. The parties will develop and implement guidelines in conjunction with the relevant authorities.
- b) Employees will complete all required documentation, especially time sheets, on time and accurately. Employees commit to taking accountability for completing daily tasks and preparing for tomorrow’s tasks where practicable.
- c) Employees are required to perform their functions and duties in accordance within the generally accepted principles of good quality and safe practices. Provided that all work performed shall be within the limits of the employees’ skill, training, classification and competence. It is also a term and condition of employment that an employee will:

- i. Properly use and maintain all appropriate vehicles, protective clothing, tools and equipment provided by the Employer.
  - ii. Maintain a commitment to implement and observe the best agreed health and safety practices, quality procedures, site cleanliness and waste management practices.
  - iii. Maintain an adequate kit of tools as stated in this agreement.
  - iv. Sign all required documentation in accordance with the accredited Quality Assurance program.
  - v. Conduct minor vehicle maintenance where possible and practicable and where employees are provided with the appropriate tools and it is safe to perform such work.
- d) The ETU will make every endeavour to eliminate any demarcation issue that may arise within the Employer.
  - e) It is understood that Quality Assurance is a key factor to ensure that the Employer becomes a more competitive and efficient enterprise.
  - f) The parties are therefore committed to the introduction and maintenance of accredited Quality Assurance programs where deemed necessary by the Employer and in accordance with Australian Standards.

**10.8. Stand downs**

- a) Nothing in this Agreement shall affect the right of the Employer to deduct payment for any day an employee cannot be usefully employed because of any strike, or stoppage of work by any cause for which the Employer cannot reasonably be held responsible.

**10.9. Discussions about the operation of the Agreement**

- a) The Employer authorises and agrees to an annual meeting of the Employees related to the monitoring of this Agreement and seeking the views of the Employees on this Agreement's operation. The meeting will be at a time and location to be agreed between the parties during normal working hours of approximately two hours duration. The Employer shall not unreasonably withhold agreement, and the date of such meeting should be within 2 weeks of the date nominated by the ETU.

**10.10. Drug and Alcohol Policy**

- a) The Alcohol and Other Drugs Policy is contained in APPENDIX M – ALCOHOL AND DRUGS POLICY of this Agreement. Nothing in this Agreement precludes an Employer or client specific Alcohol and Other Drugs Policy from operating in conjunction with APPENDIX M – ALCOHOL AND DRUGS POLICY.
- b) Where there is an inconsistency between the Employer specific policy and that of APPENDIX M – ALCOHOL AND DRUGS POLICY, the Employer specific policy will apply. Any new policy introduced by the Employer will be put forward to the Employer's consultative committee for consultation and review.

#### **10.11. Productivity Measures and Targets**

- a) In order for all parties to understand benefits gained through improved efficiency and flexibility, performance measures will be mutually developed and then monitored.
- b) The parties also agree that employees will be ready to start productive work at commencement time and work until completion time.

#### **10.12. Display of agreement**

- a) Copies of the Agreement will be displayed in places readily visible, including electronic means and accessible to all parties covered by the Agreement.

#### **10.13. Suicide Prevention**

- a) The parties acknowledge that:
  - i. suicide prevention of Employees in the power industry is an important issue;
  - ii. Mental health on sites is now accepted as an industry safety concern;
  - iii. Employees can find it difficult to discuss feelings and emotions with colleagues at work, especially in the power industry.
- b) Accordingly, to try and reduce the chance of suicide by an Employee, the Employer agrees to provide training to an appropriate number of Employees in consideration of the size and nature of the workforce concerned, to recognise potentially suicidal behaviour and to give them the simple skills needed to intervene and to keep that Employee safe until they can gain professional help. Such training is to be conducted via an agreed training package/methodology, or an agreed provider between the Parties.

#### **10.14. Women in the Industry**

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

#### **10.15. Aboriginal and/or Torres Strait Islander Employment Commitment**

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

## **10.16. Performance reviews**

- a) The parties agree that the Employees are entitled to a clear statement of their job role and performance expectations.
- b) Performance will be reviewed regularly for the purpose of identifying means by which the Employees and their team leader or manager can improve performance including training and expanding job roles.

## **11. TYPES OF EMPLOYMENT**

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### **11.1. General**

- a) An employee may be engaged in writing on a full-time, part-time, casual or fixed term basis.
- b) Except where an employee is engaged on a casual basis, the first three months of employment will be on a probationary period.

### **11.2. Full-time employment**

- a) A full-time employee is an employee who is engaged to work an average of 36 ordinary hours per week.

### **11.3. Part-time employment**

- a) A part-time employee is an employee who is engaged to work on a part-time basis for a constant number of hours for less than 36 hours per week.
- b) An employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays, and personal/carer's leave arising under this Agreement and/or the NES on a proportionate basis.
- c) For each ordinary hour worked, a part-time employee will be paid no less than 1/36th of the all-purpose weekly wage rate for the relevant classification plus any applicable allowances.
- d) An Employer must inform a part-time employee upon engagement of the ordinary hours of work and starting and finishing times.
- e) Where an existing employee requests to go part-time, the employee and the Employer must agree upon the ordinary hours to be worked by the employee, the days upon which they will be worked and the starting and finishing times.
- f) The terms of this agreement or any variation to it shall be in writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the employee by the Employer;
- g) A part-time employee may request to revert to full-time employment by providing the Employer with two weeks' notice. Any request to revert to full-time will consider the Employer's operational requirements, If the Employer rejects an Employees request, then the Employer shall provide in writing to the Employees a detailed reason/s as to why the request hasn't been accepted.

### **Accrual of Entitlements**

- a) All entitlements shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 36.

### **Ordinary Spread of Hours of Work**

- a) The spread of hours in which ordinary hours of work can be worked by part-time employees is equal to the starting and finishing time of permanent full-time employees.
- b) For example, if the starting and finishing times for permanent employees is 7.00am to 3.30pm, then this shall be taken to be the ordinary spread of hours of work for any permanent part-time employees.
- c) A part-time employee shall not be required to work outside of the hours agreed under the contract of employment unless urgent and/or unforeseen circumstances intrude. In such a case the overtime provisions of this Agreement shall apply.

### **Overtime**

- a) A part-time employee who is required by the Employer to work in excess of the hours agreed upon in accordance with this clause or outside the spread of hours for ordinary work as defined within this clause, shall be paid for such work in accordance with the overtime penalties.

### **Public Holidays**

- a) Where the part-time employee's normal ordinary hours fall on a public holiday and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall receive double time and a half.

## **11.4. Casual employment**

- a) A casual employee is one engaged and paid as such. A casual employee's ordinary hours of work are the lesser of an average of 36 hours per week or the hours required to be worked by the Employer.
- b) The minimum engagement of casual employees is 8 hours on Monday to Friday, and 4 hours on weekends.
- c) A casual employment may be terminated by the Employer or the employee at any time by giving one (1) days' notice
- d) For each hour worked, a casual employee will be paid no less than 1/36th of the all-purpose weekly wage rate of pay for their classification in APPENDIX A – CLASSIFICATION STRUCTURE, plus a casual loading of 25 percent. The casual loading applies for all-purposes of this Agreement.
- e) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- f) The overtime provisions in this Agreement apply to casual employees where the employee works:

- i. more than the agreed hours to be worked on any day; or
  - ii. outside of the normal rostered starting and finishing hours for full-time employees; or
  - iii. more than 36 hours per week.
- g) For clarity, casual employees are entitled to the Protect severance pay provisions as set out at 25.1 (d) this Agreement.

#### **Casual conversion to full-time or part-time employment**

- a) An employee can only be engaged as a casual employee for a maximum cumulative period of eight weeks in a six-month period. If he or she is re-hired within this period such that the cumulative engagement exceeds 8 weeks' duration they shall then be employed as a full-time employee, or part-time employee by agreement with the Employee.

#### **11.5. Fixed Term Employees**

- a) Employees may be initially engaged for a fixed term, subject to all of the following conditions being satisfied:
- i. The fixed term employee is not an existing employee.
  - ii. The work the fixed term employee is being engaged to do is unique work. Unique work shall be determined by agreement between the parties. Agreement will not be unreasonably withheld.
  - iii. The exact starting date and finishing date and whether the fixed term employee is a full-time or part time employee, is provided to the employee prior to commencing employment.
  - iv. The length of the fixed term does not exceed 12 months duration or longer by agreement.
  - v. The fixed term employee has not previously been engaged on a fixed term in the past 12 months.
- b) For clarity, fixed term employees are entitled to notice of termination and Protect severance pay as set out within this agreement and all other entitlements of permanent ongoing employees. However, they shall not be set out to the redundancy process at clause 28.3 of this agreement.

#### **11.6. Transition to retirement**

- a) The parties acknowledge the physically demanding aspect of performing work in a labour-intensive industry for an extended duration. The parties also acknowledge that long term Employees of the industry possess an extensive amount of knowledge and experience that can be beneficial for the Employer to maintain.
- b) For Employees over the age of 55, the Employer may allow an Employee to transition to retirement as the employee requests it. This may be through a transition to part-time employment as per the provision set out at clause 11.3. Any request to transition to retirement will consider the Employer's operational requirements, If the Employer rejects an Employee's request,



then the Employer shall provide in writing to the Employees a detailed reason/s as to why the request hasn't been accepted.

- c) Other similar arrangements may be entered into by agreement between the parties.

## **12. HOURS OF WORK AND RELATED MATTERS**

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### **12.1. Application**

- a) This clause applies to all Employees other than shiftworkers.

### **12.2. Ordinary Hours**

- a) The ordinary hours of work are an average of 36 hours per week to be worked between 6.00am to 6.00pm Monday to Friday on a nine-day fortnight basis.
- b) Normal start and finish times as they stand at the commencement date of this agreement will be documented in writing and verified as correct by all employees.
- c) The starting time may be varied by agreement between the Employer and the majority and/or affected employees concerned to accommodate the hours of work required for the most efficient and safe operation of the Employer. Proposed variations must be submitted in writing to the Union 14 days prior to the proposed variation.

### **12.3. The Maximum daily hours**

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

### **12.4. Span of Hours**

- a) The ordinary hours of work can be worked any time between the span of 6.00 am to 6.00 pm, Monday to Friday.

### **12.5. Cycle of Ordinary hours of work**

- a) The ordinary working hours shall be worked in a 10 day/2-week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the RDO.

### **12.6. Rostered days off**

- a) An Employee shall be paid wages on the basis of an average of 36 ordinary hours per week in each pay cycle so as to avoid fluctuations in the employee's fortnightly pay.
- b) Employees work an ordinary eight-hour day, on a nine-day fortnight basis.

- c) Under the averaging system, the Employee accrues a 'credit' each day the Employee works actual ordinary hours in excess of the daily average, which would otherwise be 7.2 hours.
- d) When an Employee takes paid leave the employee's leave balance may be reduced in order to allow for an average working week of 36 hours. E.g. an Employee leave may be reduced by 8 hours but a payment of 7.2 hours shall be paid to the employee and .8 hours will be transferred to the employees RDO balance in order to maintain a 9 day fortnight.
- e) RDO's should be taken at a mutually convenient time to maximise productivity and to ensure that there are sufficient personnel resources available on any working day to meet operational requirements, to this end, an RDO that has been moved where possible should be taken ideally, within the current pay cycle.
- f) Where an Employee is required to have a rest break prior to or after working and such rest break begins or continues into their normal RDO, then they shall bank the affected RDO. The banked RDO shall be taken at another time within that current RDO cycle. When a 10 hour rest break period or part thereof extends into normal working hours on an RDO, the employee can elect to have the full RDO recredited and attend work at the conclusion of the 10 hour rest break to work the remaining time, or take the remaining time as RDO hours. Only RDO hours taken will be debited from the employee's RDO balance.
- g) RDO's can only be taken on either Monday or a Friday unless the Employee and Employer elects otherwise by agreement.
- h) Where an RDO falls whilst an Employee is working away from home, the RDO can be taken at an alternate time. The Employer will consult with the employee to decide a suitable time. This may include an RDO being paid out at double time.
- i) An employee shall not offer their services to any other Employer while an Employee is on an RDO.

#### **12.7. Pro-rata Application**

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

#### **12.8. R.D.O Flexibility**

- a) Flexibility in taking RDO's may be achieved by the Employer and an employee agreeing to change their RDOs to another mutually convenient date.
- b) In order to preserve a workable 9-day fortnight for all concerned, the parties need to have flexibility in changing RDOs, so the Employer is able

to service the needs of its clients. RDOs can only be taken on a Monday or Friday unless the employee elects otherwise.

- c) Advantages of a flexible RDO system include:
  - i. Banking of no more than 5 RDOs to be used at a mutually convenient date;
  - ii. Flexibility for employees to change RDOs to suit their needs;
  - iii. Meeting client requirements.

**12.9. Rostered day off not to coincide with public holiday.**

- a) The weekday or part of the weekday taken as a rostered day off must not coincide with a public holiday as prescribed in the NES.

**12.10. Substitution of rostered day off.**

- a) By agreement, the Employer may substitute the day an employee is to take off in accordance with clause 12.6 for another day and require the employee to work on that day off if such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.
- b) For single day substitutions where required by the Employer in unique circumstances agreement between the Employee & Employer is required. This shall be capped at a maximum of 3 days per annum. For more than 3 days per annum there shall be agreement between the Parties.
- c) An individual employee, with the agreement of the Employer, may substitute the day the employee is to take off for another day.
- d) Any substitute day off must be taken either in the current RDO cycle or in the next succeeding RDO cycle. Where any employee, is entitled to a rostered day off during the employee's work cycle and that day off falls on a public holiday, as prescribed in the NES, the next working day will be substituted as the day off unless an alternate day in that RDO cycle or the next succeeding RDO cycle is adopted by agreement between the Employer and the employee.
- e) In this subclause reference to a day or working day may also be taken as reference to a part day or part working day as the case may be and is appropriate.

**12.11. Varying Cycle and Start and Finish Times**

- a) The following matters may be varied by agreement between the Employer, the Union and the majority of the employees concerned:
  - i. How the hours are to be averaged in a work cycle;
  - ii. The duration of the work cycle;
  - iii. Rosters which specify start and finishing times;

- iv. Arrangements allowing flexibility in taking of rostered days off (RDOs);
  - v. Daily maximum ordinary hours
- b) Where agreement is reached to work alternate hours, occupational health and safety principles will prevail. Proper health monitoring procedures will be introduced and suitable rosters clearly agreed prior to commencing work. Adequate supervision must always be provided.
- c) The parties to this Agreement note that this sub-clause provides for the introduction of alternative hours of work arrangements by agreement between the Employer, Union and majority of effected employees which could include the introduction of the 4-day working week or other flexible working arrangements.

***Illustrative example:***

- d) Without limiting the operation of this sub-clause, the types of working arrangements that may be implemented under these provisions include, by way of example:
- i. a nine-day fortnight (e.g. 9 x 8 hour days)
  - ii. a four-day week (e.g. 2 x 10 hour days and 2 x 8 hour days)
  - iii. a four-day week (e.g. 4 x 9 hour days)
  - iv. 4 Day Week and Other Flexible Working Arrangements
- e) Each day of paid leave taken and any holiday occurring during any cycle shall be regarded as a day worked for accrual purposes.

**12.12. Staggered Start and Finishing times.**

- a) It is recognised that operational difficulties may exist with all employees commencing work at the same time. Accordingly, the Employer after having consulted with and reached agreement with the majority of employees concerned may establish staggered start and finish times. Once introduced, these times may be varied by agreement between the Employer and the majority of employees concerned or, for a short period of time only (maximum 1 week), an individual employee concerned, to assist overcoming these operational difficulties. As a consequence, the time for taking breaks during the course of the day will also be varied.

**12.13. Timeliness**

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

#### **12.14. Hourly Rate Divisor**

- a) The hourly rate for the purposes of the calculation of overtime is the weekly all-purpose rate contained in Appendix B – WAGE RATES for the relevant classification, divided by 36.

#### **12.15. Late comers**

- a) An Employer may select and utilise for time-keeping purposes, any fractional or decimal proportion of an hour (not exceeding quarter of an hour) and may apply such proportion in the calculation of the working time of employees who, without reasonable cause, which is promptly communicated to the Employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.
- b) If the Employer adopts a proportion for the aforesaid purpose may apply the same proportion for the calculation of overtime.

#### **12.16. Calculation of weekly wage rates — Rostered day off (RDO) system**

- a) Where an employee's ordinary hours in a week are greater or less than 36 hours and that employee's pay is averaged to avoid fluctuating wage payments, the following is to apply:
  - i. the employee will accrue a credit for each day they work ordinary hours in excess of the daily average;
  - ii. the employee will not accrue a credit for each day of absence from duty, other than on annual leave, purchased annual leave, Employer funded long service leave, TOIL hours, public holidays, paid personal/carer's leave, paid compassionate leave, paid training leave or jury service; and
  - iii. an employee absent for part of a day, other than on annual leave, Employer funded long service leave, TOIL hours, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance.

#### **12.17. Rest break**

- a) Employees must be allowed a rest break of 15 minutes on each day between the time of commencing work and the usual meal break. The rest break must be counted as part of time worked.
- b) The timing of meal, rest and crib time on any particular job will be discussed between the Employer and the majority of employees at a particular site and varied by agreement. OH&S considerations will prevail. The meal break should be as close as possible to the middle of the working day.

## **12.18. Meal & Crib breaks**

### **Duration and maximum time without a meal break**

- a) An employee shall not be compelled to work for more than five 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. A meal break shall not be less than 30 minutes.

### **Payment for work during meal break**

- b) For all work done during the normal meal break and thereafter until a meal break is allowed, double time shall be paid.

### **Meal Breaks on overtime/weekends/public holidays**

- c) Where an employee works overtime/weekends/public holidays they shall be afforded a meal break as set out above. In these circumstances such meal breaks will be treated as time worked and paid at the applicable rate. Eg. Double time or Double time and a half.

### **Crib break.**

- a) If an Employee works 2 hour or more of overtime, after working ordinary hours the Employee shall be allowed a crib break of 20 minutes at their normal finish time which shall be paid for at overtime rates. Where work continues for a further 4 hours, they shall be allowed another paid crib break of 20 minutes. It is the intention that Employees take applicable crib breaks when they are due.
- b) In respect to non-continuous overtime, Employees shall be allowed a paid crib break of 20 minutes for every 4 hours worked. This is not applicable to planned work.
- c) The Employee and the Employer may agree, where due to unforeseen emergency situations, in lieu of a 20-minute crib break that the finishing time will be reduced by 20 minutes with the Employee still to be paid as though they took the crib break at overtime rates and no loss of overtime. Such an arrangement must be authorised by the Employee's manager on each instance.

## **13. OVERTIME**

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### **13.1. Payment for working overtime**

- a) All work done outside ordinary hours, will have overtime penalty rates paid at double time
- b) With the exception of the provisions of clause 13.8 (c) in computing overtime each day's work shall stand alone.
- c) An Employee who performs call-in or fault/emergency response work and who commences work on overtime rates prior to 5am, shall remain on overtime rates until the completion of their work. For example, if an

employee commences work at 3am & finishes at 9am, they shall be paid overtime rates until he/she returns to their place of residence.

- d) If an employee who performs call-in or fault/emergency response work and commences on overtime rates after 5am, the employee will be paid at overtime rates until the usual commencement time. In this case, at the employee's usual commencement time, the ordinary hourly rate will apply. This is providing that prior to the commencement of the overtime, the employee has had a ten-hour break in accordance with clause 13.8 & 13.9.

### **13.2. Reasonable overtime**

- a) Subject to the following sub-clause, an Employer may require an employee to work reasonable overtime at overtime rates, other than part time employees, unless done in compliance with the provisions in this Agreement applicable to part-time employees.
- b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - i. any risk to employee health and safety;
  - ii. the employee's personal circumstances including any family responsibilities;
  - iii. the needs of the workplace or enterprise.
  - iv. the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
  - v. any other relevant matter.
- c) On jobs where overtime is necessary, the work crew may be rostered so that each employee is not disadvantaged as to the amount of overtime they can work. On any day that overtime is worked there will be no necessity for all employees on that particular job to work subject to the above.
- d) Overtime, if agreed between the Employer and the employee, can be worked on a rostered day off weekend.
- e) It is also acknowledged that employees required to first attend at the depot or registered office prior to starting time and then make their way to the work site will be paid as time worked. The return journey after ceasing work will also be paid as time worked.
- f) The full-time direct Employees of the Employer are the most suitable and capable workers to perform the tasks covered by this Agreement that are directly performed by the Employer, and are required during out of hours, on availability and other overtime situations. Accordingly, they will be given preference when such work is offered or required.
- g) In the event the Employer wishes to engage part time, casual or fixed term Employees to work outside ordinary hours which will or is likely to impact on the overtime earnings or job security of permanent full time Employees,

the Employer will consult with the affected Employees prior to engaging those part time, casual or fixed term Employees. Engagement of part time, casual or fixed term Employees shall not occur without agreement between the parties.

### **13.3. Time Off In Lieu Of Overtime**

- a) Time-off-in-lieu (TOIL) will be, in respect of overtime worked, available on a voluntary basis. The TOIL provisions are as follows:
  - i. Overtime hours may be converted to TOIL in two-hour blocks from the actual overtime hours paid each week. For Example, if an employee is paid 2 hours of overtime they shall be entitled to 4 hours of TOIL. If an employee is paid 8 hours of overtime they shall be entitled to 16 hours of TOIL.
  - ii. TOIL hours shall be taken in full day periods unless otherwise agreed. Agreement will not be unreasonably withheld.
  - iii. A maximum of twelve TOIL days may be taken in any year (July 1 to June 30). Any extra days will be subject to agreement with management.
  - iv. A maximum of twelve TOIL days may be in the TOIL bank at any one time.
  - v. A consideration in agreeing to the taking of TOIL days is the number of days of accumulated annual leave and RDO's.
- b) The parties will monitor the size of accumulated leave (AL, TOIL, RDO's) occurring as a result of this agreement. If it appears that high levels of leave are being accumulated the matter can be further discussed by the parties.
- c) This clause shall not affect an Employee's entitlement to meal allowances.

### **13.4. Minimum payment**

- a) An employee required to work overtime on a Saturday, Sunday, Rostered Day Off or Public Holiday prescribed in this Agreement must be paid a minimum of four hours at the appropriate overtime penalty rate.

### **13.5. Saturday, Sunday and Public Holiday work**

- a) Double time shall be paid for work done on Saturdays & Sundays and double time and a half shall be paid for work on any of the Public Holidays prescribed in this Agreement. Employees who work unplanned overtime on a Public Holiday shall receive a day in lieu.

### **13.6. Cancellation of overtime**

- a) An Employee who is rostered to work overtime outside of their ordinary hours & such work is cancelled without notice of 24 hours or by the completion of ordinary hours on a Friday afternoon for Sunday & Monday work shall receive a minimum payment as prescribed in this agreement (e.g. double time or double time and a half)



### **13.7. Call back**

- a) An employee recalled to work overtime after leaving the Employer's business premises or the jobs at which the employee is engaged (whether notified before or after leaving) shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled.
- b) This shall not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

### **13.8. Rest period after overtime**

- a) An employee, other than a casual employee, who works overtime from the time the employee would have ordinarily ceased work, shall have at least 10 consecutive hours off duty on completion of such overtime and shall not suffer loss of pay for any ordinary working time occurring during such off-duty period. For the avoidance of doubt, a rest break as defined above shall be taken at home.
- b) An Employee who is called out to work overtime shall have at least 10 consecutive hours off duty on completion of such overtime and shall not suffer loss of pay for any ordinary working time occurring during such off-duty period.
- c) Provided that, if on the instructions of the Employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at the applicable overtime rate until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence
- d) No work (which includes travel that is treated as time worked) beyond 16 hours in any 24-hour period shall be worked. The Employer will be responsible to ensure this is adhered to.
- e) When the work duration is approaching 16 hours, the Employee and their Supervisor are to consider the Employee's return journey to their home or place of sleep to ensure that the 16-hour limit is observed. The Employee may request provision of transport if they feel unable to safely complete the journey. Such request will be automatically approved if the duration of the travel will take the Employee over the 16-hour limit. In other circumstances, if the Supervisor considers that the situation creates an unacceptable level of risk, they will approve suitable transport arrangements.

### **13.9. Rest break after call back/overtime on availability.**

- a) An employee who has been recalled shall have at least ten consecutive hours off duty after completing such recall (or, in the case of more than one recall between the Employer's normal finishing time on one day and the normal starting time on the next succeeding day, the completion of the last recall in that time) and shall not suffer loss of any pay for any ordinary working time occurring during such off-duty period.

- b) Provided that, if on the instructions of the Employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at the applicable overtime rate until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- c) The above will apply equally to employees called in to perform work whilst on availability.
- d) For the avoidance of doubt, a rest break as defined above shall be taken at home.

#### **13.10. Interrupted outside of ordinary hours or on rest break**

- a) If an employee is contacted directly by a manager regarding an operational matter by phone or SMS outside of their ordinary hours of work (excluding a request for additional resources for unforeseen reasons) and is required to interact with the employer, the employee shall receive a payment of 2 hours at the appropriate overtime rate i.e. double time or double time and a half.
- b) Where an employee is on a 10-hour rest break, if the employee is contacted directly by a manager regarding an operational matter by phone or SMS and is required to interact with the employer, the employee shall receive a payment of 2 hours at the appropriate rate i.e. double time or double time and a half.

### **14. SHOP STEWARDS & EMPLOYEE REPRESENTATIVES**

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#### **14.1. Representation**

- a) For the purposes of this Agreement “employee representative” means an employee elected/appointed by the ETU in accordance with its rules as a Shop Steward (“Shop Steward”) and selected by an employee to represent the employee, or such other representative that may be selected by an employee to represent the employee.
- b) Shop Stewards and other employee representatives and Health and Safety Representatives shall be allowed all reasonable time necessary during working hours to attend to their roles as on-site representatives under this Agreement

#### **14.2. Appointment of Shop Stewards / Election of Employee Representatives**

- a) The parties recognise that employees have the right and expectation of representation in relation to employment issues including explaining the Agreement from genuine Shop Stewards or other employee representatives. The Employer must not interfere in the selection by employees of their Shop Stewards or other employee representatives
- b) The Employer recognises that ETU members employed by the Employer have a right to be represented by the ETU, in the consultation and dispute resolution arrangements in this Agreement.

#### **14.3. Shop Stewards/Employee Representatives and Health and Safety Representatives**

- a) The parties recognise the important role of Shop Stewards and other employee representatives and Health and Safety Representatives. The Shop Stewards and other employee representatives and Health and Safety Representatives have a key role in the early intervention in industrial disputes and Health and Safety issues under this Agreement.
- b) Shop Stewards and other employee representatives shall have no role in determining which employees work overtime or otherwise, however they may have a role in ensuring agreed overtime rosters are fairly and properly implemented.
- c) Shop Stewards and other employee representatives and Health and Safety Representatives shall be engaged as employees and perform normal work when not representing their fellow workers in accordance with this Agreement.
- d) Nothing in this clause requires or permits the provision of information about employees to the ETU or to a member of the ETU acting in a representative capacity, officer, or employee of the ETU.

#### **14.4. Shop Stewards'/Employee Representatives' Rights**

- a) The Employer will recognise the following rights of Shop Stewards and other employee representatives in carrying out their roles as on-site representatives under this Agreement:
  - i. The right to be treated fairly and to perform, their role as a Shop Steward/employee representative without any discrimination in their employment
  - ii. The right to all paid time necessary during working hours to attend to their roles as on-site representatives under this Agreement.
  - iii. The right to paid time to attend accredited industrial and dispute resolution education during normal working hours. Additional training can be undertaken by agreement. Sufficient notice shall be given to the Employer to enable agreement for employees to attend these courses or seminars.
  - iv. The right of access to private telephone, facsimile, post, photocopying, Internet and email facilities for the purpose of carrying out their role as on-site representatives under this Agreement.
  - v. The right to place information on a notice board in a prominent location in the workplace for the purpose only of carrying out their role under this Agreement.
  - vi. The right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an employee (which may include themselves) who is involved in a particular dispute in the workplace. The right to paid time to assist and represent employees

who have requested them to do so in respect of disputes arising in the workplace.

- vii. The right to reasonable paid time to participate in the operations, conferences and/or meetings of the Union during normal working hours. For regional Shop Stewards/Employee Representatives, they shall be paid the relevant TAH allowance where it is not reasonable (this includes extended periods of travel) for them to travel to & from the operations, conferences and/or meetings of the Union on the same day they take place.
- viii. Paid time referred to above shall consist of the applicable rate including all allowances.
- ix. Whilst exercising the above rights, they will be allowed to use a suitable company vehicle assigned for transport purposes where available.
- x. Prior to a Shop Steward or other employee representative being terminated from employment or being transferred from a site or project, the Employer shall notify the Shop Steward/employee representative two weeks in advance of such termination or transfer. The Employer cannot give payment in lieu of notice unless otherwise agreed by the parties.

#### **14.5. Training for employee representatives**

- a) Employees appointed as Shop Stewards or Employee representatives by the Employees will be given a maximum of five days training per annum (cumulative to a maximum of 15 days) at a training program or seminars chosen by the Employee representatives which is for the purpose of assisting them to effectively undertake their respective roles. Employees who perform both the role of Shop Steward & Health & Safety Representative shall be given all time defined under the OH&S act in addition to the days set out above for a Shop Steward. Release for such training will be with the agreement of the employer, which will not be unreasonably withheld.
- b) Shop Stewards / Employee representatives will be paid their normal rate including all allowances while attending these courses. Additional training can be undertaken by agreement. Sufficient notice shall be given to the Employer to enable agreement for Employees to attend these courses or seminars.
- c) Employee representatives will be paid their applicable rate including all allowances while attending these courses and will be allowed to use suitable company vehicle assigned for transport purposes.

## **15. TRAINING**

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### **15.1. Training**

- a) To ensure that apprenticeships and all other training initiatives provide maximum advantage to all parties the following shall apply to the training of any employee employed under this agreement.

### **15.2. Employees undertaking Vocational Qualification Training**

- a) Training shall be aligned with relevant National Training Packages or equivalent. Where a National Training Package does not exist, training shall be by agreement between the parties.

### **15.3. Agreement to Train**

- a) A contract of training agreement detailing the qualification shall be entered into in accordance with the respective Training Package and State and Territory Training Authority requirements.

### **15.4. Apprentices/Trainees**

- a) The parties acknowledge the importance of employing apprentices to ensure that the industry continues to maintain an adequate level of workers whilst also committing to training the future workforce. The Employer shall engage a minimum 5% first year apprentices each year (with a minimum of 1 apprentice) based on their current manning levels. For example, if the Employer employs 20 Line Workers, they shall engage 1 Line Worker apprentices that year. If the Employer employs 40 Line Workers & 20 Cable Jointers, they shall engage 2 Line Worker and 1 Cable Jointer apprentices that year. This number shall be revised in the case of changes in workload and/or contracts held by the Employer.
- b) To ensure that apprentices receive on the job training by experienced trades people and apprentices receive the support they require, the Employer shall ensure that each apprentice is assigned a personal mentor.
- c) The parties will investigate the proposal to establish a Power Industry Apprentice Training Scheme.
- d) Apprentices and Trainees shall be required to complete the off-the-job component of their training without loss of pay and during ordinary working hours, including attendance at an RTO premises as required.

### **15.5. Apprentice Development Training**

- a) During the life of this Agreement, each Apprentice shall be released without loss of pay to attend an Apprentice Drug and Alcohol Education / Family Violence / Suicide Prevention Training/Awareness Course.
- b) The course will be a one-day course, conducted by instructors with lived experiences.
- c) Any training undertaken in accordance with this clause will be at no cost to the Employer.

#### **15.6. Apprentice Ratio to Trades people**

- a) The Employer and the Union shall discuss and implement agreed strategies to maximise apprentice intake for the Employer.
- b) Provided that the application of this Clause shall not be used to displace existing employees.
- c) There shall be no more apprentices engaged than tradespeople maintaining a 1:1 ratio on any site, project or job except where it is agreed with the relevant shop steward that for the purposes of a specific training exercise that the ratio can be waived (agreement will not be unreasonably withheld); and
  - i. There is a Certificate IV trainer on the relevant site supervising the apprentices; and
  - ii. The work being performed is not on network apparatus; and
  - iii. There is no more than two such training exercises per depot per calendar year.
  - iv. Work performed in a depot, holding yard, storage yard or pole yard, or for the preparation of poles prior to standing of poles provided at least one tradesperson is supervising no more than 3 apprentices and all appropriate controls are in place.
- d) In the scheduling of apprentices in work crews, consideration shall be given to the Employers Apprentice Supervision Guidelines. The Employer will consult with HSRs in the development/review of such guidelines.

#### **15.7. Training Providers**

- a) All approved training programs for apprentices and trainees shall be provided by an RTO. The training program/plan developed by the RTO for the apprentices and/or trainees shall be in accordance with clause 15.3 of this Agreement.
- b) The parties acknowledge the importance of all training being of the highest standard. The Employer shall adequately consult with the Union prior to engaging training providers to provide any relevant training to Employees covered by this agreement.

#### **15.8. Post (AQF3) Training**

- a) Post trade training shall be undertaken in accordance with EEQSBA Training Packages where relevant.

#### **15.9. Dual (AQF) Training**

- a) All employees shall have their existing skills and knowledge recognised against national qualifications or unit(s) of competence contained within the EEQSBA Training Packages. The Employer shall provide assistance in the collection of relevant evidence about the employee's skills to a preferred RTO.

- b) Employees who start and train or already have modules in another AQF 3 training program (dual Trade) will agree to finish all of the remaining training to receive a certificate qualification.
- c) Employees who have completed modules from a different training package but are not going to complete the entire package to have certified qualification will not have those modules acknowledged and therefore will not be able to carry out any work associated with the knowledge gained from that training.
- d) All wages, allowances and other benefits provided by this Agreement will be continued to be paid by the Employer for all time spent training.

**15.10. Glove & Barrier training**

- a) It is agreed between the parties that all employees, after completing the off the job component in the Glove and Barrier training and undertaking field Glove and Barrier work will from then on be paid at the relevant pay point.

**15.11. Asset Inspectors – Training**

- a) Training of Asset Inspectors is vital to the future of the industry. During the life of this agreement, the parties will review the role & qualifications of Asset Inspectors.

**15.12. Training Whilst on Availability & Authorised Absences**

- a) The employer when organising training for employees shall consider when an employee is on Authorized absence or Availability.
- b) The employee will have no obligation to make themselves available for training whilst the employee is on an Authorized absence or Availability.
- c) If the employee is scheduled for training whilst on availability or as a result of the employee not making themselves available for the training for the above reasons, and therefore, the employee suffers a disadvantage because they have not completed the training (e.g. Not being able to work on the network), the employee shall be compensated for any financial loss of income caused by that disadvantage. Compensation shall be that equal to what an employee would have received if they had completed such training. E.g. an average of what other Employees earned for similar work the affected Employee would have normally performed.
- d) The above payment will not be provided in the case that an employee has been informed of scheduled training in accordance with clause 15.12 (e) and takes leave, resulting in the employee not attending scheduled training.
- e) Employees will be provided with detail of their scheduled training prior to the commencement of each calendar year.

**15.13. Employer's failure to schedule an Employee's training by due date**

- a) If the Employer fails to ensure Employees are trained in line with industry requirements & such Employee is unable to perform their duties, then the affected Employee shall be compensated for any financial loss of income

caused. Compensation shall be that equal to what an employee would have received if they had completed such training. E.g. an average of what other Employees earned for similar work the affected Employee would have normally performed.

#### **15.14. Construction Wiring Training**

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

#### **15.15. Electricians to Linesman Training**

- a) During the life of this agreement, the Company anticipates that the workforce may incorporate qualified 'A' Grade Electricians being trained in the duties required of an Electrical Line worker. Hereafter known as the 'E2L program'.
- b) By agreement between the parties, employees with the appropriate skills may be utilised in this program, having regard to the individual's predominant experience, skills and prior training.
- c) Any employee who is engaged in the E2L program must be trained as a minimum against the UET12 - Transmission, Distribution and Rail Sector Training Package as defined at 14 March 2013.
- d) Prior to any employee being engaged in this program, agreement between the parties must be resolved in relation to;
  - i. Evidence of the new employees prior skills and competencies,
  - ii. The number of new E2L employees being engaged,
  - iii. The rates of pay, including the terms and conditions of the engagement,
  - iv. The length of the engagement,
  - v. The impact of other existing apprenticeship and staff numbers and;
  - vi. Any other issues that arise at the workplace.
- e) Any employee who is engaged as an E2L must have their previous skills and qualification recognised for both classification and pay if they are required to utilise those skills as part of the E2L program.

#### **15.16. Professional Development**

- a) The parties recognise that professional development training may be required for the renewal or retention of an electrical licence.
- b) Where a regulatory authority determines that an Employee is required to attend training for the purposes of licence retention or renewal, and such training takes place within the spread of ordinary hours, an Employee will



be entitled to attend the training without loss of pay. For the avoidance of doubt, the costs of the training will be paid by the Employer.

#### **15.17. Pre-certificate III Recognised Prior Learning process**

- a) Employees who have completed an apprenticeship but have not completed the corresponding Certificate III qualification, can voluntarily request that the Employer arrange for them to undertake an RPL process in order to achieve that qualification.
- b) All employees making such request shall be enrolled to undertake the RPL process within 3 months of this agreement coming into operation, subject to the following:
  - i. The Employer shall not be required to have more than 15 employees trained in any one year.
  - ii. Priority will be given to employees who have no evidence of completing an apprenticeship.

### **16. OCCUPATIONAL HEALTH & SAFETY**

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#### **16.1. Fatigue Management**

- a) The Employer acknowledges that a common feature of an employee's duties is significant travelling time, in conjunction with labour intensive work. As a result, fatigue is a potential hazard that needs to be carefully monitored and managed by the Employer to ensure that employees do not place themselves at an unacceptable level of risk.
- b) Where, considering the time between the Employee's depot and/or home and the worksite and the required daily working hours and it is unreasonable for an employee to travel home each night, the Employer shall allow the Employee to choose to remain away from home, staying near the relevant work site rather than drive back to their home or work depot. In such an instance, the employee will be paid the relevant allowances related to travel away from home contained in this Agreement.

#### **16.2. First Aid**

- a) It is agreed between the parties that each work group, e.g. Overhead, Underground, Substations & Testers etc. at each depot will have a nominated first aider appropriately trained to a Level 2 or above. All other employees will be trained to a minimum Level 1.

#### **16.3. Safety Observer**

- a) It is agreed between the parties that the Employer will only utilise a person to act as Safety Observer if they have the skill to carry out the task that they are observing.
- b) The parties agree that a Safety Observer will be posted where required.

#### **16.4. Single Person Work**

- a) Single person work shall only be undertaken as a minimum, in strict accordance with the Victorian Occupational Health and Safety Act 2004.
  - i. Single person work is not allowable in remote areas.
  - ii. Single person work is not allowable in the vicinity of live apparatus, subject to the below:
    - *Vicinity of live apparatus shall mean a situation where there is a reasonable possibility of a person, either directly or through any conducting medium, coming in contact with live apparatus.*
  - iii. Single person work shall not be conducted in any situation requiring that person to work at height.
    - *Working at height shall mean work at a height of two meters or more measured from the ground to foot position on ladder/rung/work platform and/or excavation work with depths of one and a half meters or more.*
- b) Any employee who undertakes single person work, in accordance with the provisions above, shall only do so when they are satisfied that the task can be undertaken, in accordance with the respective applicable works practices and at no time should any employee undertake single person work if, after the task has been site risk assessed and documented, it is concluded that the task would be an occupational health and safety risk to them self, others or public and company property. Or if two forms of verbal communication are not available.
- c) Before any employee is required to undertake single person work, they shall be appropriately trained and qualified prior to commencing the task.
- d) The above shall apply to all 3rd party labor that the Employer engage to perform any work.

#### **16.5. SF6 Gas**

- a) It is agreed by the parties that SF6 gas may have an impact on health, safety and environment. Therefore, it is agreed that Employees completing work that involves SF6 gas shall receive appropriate training. Such training shall include relevant training relating to the use of equipment, health impacts, handling, storing, disposal & impacts on the environment.

#### **16.6. Safety Management Schemes**

- a) Where the Employer plans to introduce a Safety Management Scheme, under the Electricity Safety (Management) Regulations 2009 (Vic) or its successor, it shall do so with consultation of the ETU or other employee representative and the involvement of the employees.

#### **16.7. Protective Clothing (PPE)**

- a) On commencement of employment with the Employer, each employee will be issued with

- i. two pairs of coveralls or,
  - ii. four shirts and four pair of pants or,
  - iii. two pairs of sleeveless overalls and four shirts and
  - iv. one pair of approved safety boots to the value of \$300. Where an employee requests a second pair of approved safety boots, The Employer shall provide an Employee a second pair.
  - v. Polarised Safety glasses (where an employee requires prescription safety glasses, the Employer shall reimburse the employee the full cost to purchase such glasses from a preferred supplier agreed between parties)
  - vi. one Bluey jacket or agreed equivalent.
  - vii. one set of appropriate wet weather gear.
  - viii. two sets of thermal clothing will be provided upon request.
  - ix. any other safety equipment deemed necessary for the safe conduct of work.
- b) The above-mentioned equipment will be in accordance with the relevant Australian Standards and maintained by the employee and replaced by the Employer on a fair wear and tear basis. Nylon jackets and those with metal zips will not be acceptable.
  - c) The Parties acknowledge that the requirements differ between all Employees requirements for the abovementioned PPE, the Employer will provide appropriate PPE to all employee's individual requirements.
  - d) If an Employer fails to provide all or part of the required safety equipment, then those employees will not have to work, until all the safety equipment is supplied. All time spent waiting for protective clothing (due to the Employer's failure to provide it) will be paid at the appropriate rate

#### **16.8. Local labour**

- a) The parties acknowledge that:
  - i. The training of apprentices is paramount;
  - ii. In addition, the Parties note the importance of the available supply of locally trained and capable workers available for employment opportunities with the Employer;
  - iii. It is not the intention of the Employer to impact the overtime or job security of the permanent full time Employees through the use of non-local labour.
- b) Accordingly, the Parties commit to the following:
  - i. The Employer will consult with the Union and Employee Representatives prior to commencing the employment of non-local labour, regarding matters such as, but not limited to the qualifications

and skills, safety, induction and on-boarding requirements, to perform work under this Agreement.

- ii. During the regular consultation meetings or on a quarterly basis, the Employer will notify the Union and Employee Representatives of the number of non-local labour being employed to perform work under this Agreement and the job role they are performing.

#### **16.9. Environment**

- a) The parties acknowledge that the duties and responsibilities of Employees are to be carried out in a way that is not only safe, but also protective of the environment and directed to improving the Employer's environmental performance.
- b) This includes the requirement for Employees to keep/leave all work areas clean and tidy at all times. The Employer will ensure that appropriate training and resources are provided to Employees to enable Employees to discharge their duties and responsibilities in this way.

#### **16.10. Adequate Supervision**

- a) The parties acknowledge the importance of having the most experienced & trained employees performing the role of a Responsible Person, Worksite Leader or Crew Leader. The Employer shall use in the first instance permanent Responsible Persons, Worksite Leaders or Crew Leaders. The Employer shall ensure there are adequate numbers of employees within each workgroup at each workplace location who are trained as permanent Responsible Persons, Worksite Leaders and Crew Leaders.
- b) The Employer will develop the training which is to be undertaken by employees who will be engaged as Responsible Persons, Worksite Leaders or Crew Leaders. The development of such training will be conducted with a representative group of employees. This training shall be developed and implemented with all existing Responsible Person, Worksite Leader or Crew Leader having completed the training within 6 months of this agreement coming into effect. Any new employees engaged and required to perform the role of Responsible Person, Worksite Leader or Crew Leader after the implementation of this agreement will complete the training within 6 months of engagement. The Employer agrees to evaluate the training with the representative employee group following its development and implementation.
- c) It is agreed between the parties that every job site of up to two employees (direct employees of the Employer or any 3rd party labour engaged by the Employer) shall have a nominated person who performs the role of a Responsible Person. Any employee appointed to the role of Responsible Person shall have had adequate training in accordance with this clause.
- d) For any site of 3 and up to 10 employees (direct employees of the Employer or any 3rd party labour engaged by the Employer), shall have a nominated person who performs the role of Worksite Leader. Any employee appointed to the role of Worksite Leader shall have had adequate training in accordance with this clause. An Employee performing

the role of Worksite Leader as set out within this clause shall be paid the relevant all-purpose allowance specified in APPENDIX C – ALLOWANCES.

- e) For any site of 11 or more Employees (direct employees of the Employer or any 3rd party labour engaged by the Employer), shall have a nominated person who performs the role of Crew Leader. In addition to a Crew Leader, each worksite/location shall have a Worksite Leader (e.g. where multiple worksites/location form part of one job, then each worksite/location shall have a Worksite Leader on that site at all times). Any employee appointed to the role of Crew Leader shall have had adequate training in accordance with this clause. An Employee performing the role of Crew Leader as set out within this clause shall be paid the relevant all-purpose allowance specified in APPENDIX C – ALLOWANCES.
- f) In the event the Employer requires an Employee to perform the role of a Responsible Person, Worksite Leader or Crew Leader on a temporary basis (for when Permanent Responsible Persons, Worksite Leaders or Crew Leaders are on leave), only Employees who have completed training in accordance with this clause will be appointed to perform the role of a Temporary Responsible Person, Worksite Leader or Crew Leader.
- g) The Employer shall ensure that there are adequate numbers of employees within each workgroup at each workplace location who have completed adequate training in accordance with this clause for occasions on which a Temporary Responsible person, Worksite Leader or Crew Leader is required.
- h) An employee who is engaged as a Temporary Worksite Leader or Crew Leader shall be paid the all-purpose allowance set out in APPENDIX C - ALLOWANCES. Further, the all-purpose allowance shall be paid to the Employee for a minimum of 7 days regardless of whether or not they are utilised for the full 7 days.
- i) An Employee shall only perform the role of a Temporary Responsible Person, Worksite Leader or Crew Leader for a total of 10 days in a 6-month period. If there is a requirement to exceed this, then the Employer shall appoint more permanent Responsible Persons, Worksite Leaders or Crew Leaders in the affected work group.
- j) The parties will monitor the use of Temporary Responsible Persons, Worksite Leaders or Crew Leaders throughout the life of the agreement.

## **17. FARES & TRAVEL**

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### **17.1. Excess Travel**

- a) This clause is designed to compensate employees who are disadvantaged by the operational need to commence work at a place other than their home base.
- b) Employees who are required for operational reasons to commence or finish work at a place other than their nominated home base i.e. at an

alternative work place, will receive payment for Excess travel time as if worked.

- c) Excess travel time is the time taken to reach the alternative workplace additional to the time taken to reach the nominated home base, reaching any job site E.g. If time to reach nominated home base is 15 minutes and time taken to reach alternative workplace is 30 minutes, then 15 minutes excess travel time applies.
- d) Employees who qualify for excess travel time will receive an additional allowance as set out within in APPENDIX C - ALLOWANCES per kilometre per day where they use their own vehicle for travel. This allowance is not payable where a company vehicle is supplied.

## **17.2. Location of home base**

- a) Upon the commencement of employment, the Employer must notify the employee of the location of the employee's nominated home base.
- b) For existing employees at the time this Agreement comes into operation, the location of the employee's nominated home base shall be their office, workshop or depot used for travel allowance purposes immediately prior to this Agreement coming into operation and such location will be recorded in the employee's service record. If this clause operates unfairly or unreasonably to an employee, the employee may raise a dispute via the dispute resolution procedure and have the employee's nominated home base determined via such procedure based on fairness and reasonableness, taking into account where the employee was originally and predominantly employed.
- c) The nominated home base may not be changed for an employee once determined pursuant to this subclause, unless genuinely agreed without undue pressure, by the Employer and relevant employee. Employees will not be discriminated against by reason of the location of their home base. The change must be confirmed in writing.
- d) If the Employer has made a decision to close a home base permanently, and thereby, seeks to change the nominated home base for an employee, then the employee will receive a relocation allowance set out in APPENDIX G - WORKPLACE RELOCATION.

## **17.3. Travelling Expenses**

- a) Without limiting the generality of the clause, travelling expenses shall be:
- b) Where an employee incurs any toll, fare or similar fee in the course of travelling at the employer's direction, during working hours or associated with working hours, an amount equivalent to the sum incurred by the employee will be reimbursed by the employer upon proof of such expenditure by the employee in the next pay period.
- c) Employees who in the service of their employer use their own vehicles at the request of their employer shall be paid the allowance in APPENDIX C – ALLOWANCES per kilometre per day.

## 18. TRACKING DEVICES

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### 18.1. Tracking Devices

- a) This clause shall apply where the Employer doesn't have a specific clause that has been previously negotiated & agreed to by the parties. If this has occurred, this can be found in APPENDIX N – EMPLOYER SPECIFIC TERMS
- b) “**tracking device**” means equipment that records the location of Employees, by the use of equipment that uses Global Positioning System (GPS) or by another similar system e.g. In Vehicle management systems, mobile device applications etc.
- c) The Employer shall not use or implement a tracking device without prior agreement with the majority of Employees.
- d) Before the Employer seeks agreement from the majority of Employees, the Employer shall inform the Employee representatives of their intentions. A working group made up of the Employer, Employee Representatives & the Union will meet to discuss all factors relating to the use of a tracking device.
- e) In the event of such an agreement being made and a tracking device being introduced, the following will apply as a minimum:

In respect of the information derived from tracking devices:

- I. The information cannot and will not be used for intrusive monitoring of Employees.
- II. Employees will be provided, on written request, with access to all available information relevant to them. An Employee can authorise his or her nominated representative in writing to access this information on his or her behalf.
- III. The Employer must not, and cannot use, the information as, indirectly or directly, and/or in connection with:
  - performance monitoring;
  - to set or assess individual performance benchmarks, or the like, for an Employee;
  - disciplinary action; and/or
  - evidence against an Employee in applying disciplinary action to that Employee or in any legal action for unfair dismissal or the like.
- f) Any disputes regarding this clause or any matter relating to the use of a tracking device shall be dealt with via the disputes procedure in this Agreement.

## 19. INCLEMENT WEATHER

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### 19.1. Inclement Weather

- a) Inclement Weather will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, smoke, severe dust storm, extreme high temperature or the like) by virtue of which it is either unsafe and/or unreasonable for employees to continue working when exposed to this weather.
- b) It is agreed that in the event of inclement weather consultation will be held between the Shop Steward or Health & Safety Representative & appropriate manager within a reasonable period of time which shall not exceed 60 minutes with a view to reaching agreement to continue work. On reaching agreement, steps will be taken to ensure that work can continue in a safe and secure manner.
- c) In all cases, consideration will be given to ensuring that a safe workplace is provided and safe systems of work are employed.
- d) The parties agree that all necessary steps will be taken to ensure that a full working understanding of the inclement weather procedures is achieved and maintained throughout the workforce.
- e) The issue of inclement weather will be discussed with all employees so that they understand the following requirements:
  - I. Should a portion of work be affected by inclement weather, all other employees not so affected will continue working even if some employees may be entitled to cease work due to the inclement conditions.
  - II. If a portion of work is affected by inclement weather, employees may be transferred to another work location under cover on the site or to another site not affected by the inclement weather.
  - III. The Employer will not require employees to work in the open in inclement weather conditions except where the need arises to maintain safety or in emergency situations. In those circumstances the Employer will provide appropriate clothing.
- f) For those employees who are required to continue to work in the open during the period of inclement weather, work will only continue after reaching agreement with the affected employees.
  - I. If employees have ceased work due to inclement weather and it continues to prevent work at the site, employees will remain on site or they may be transferred to another suitable location.
  - II. The parties agree there will be no unilateral automatic cessation of work in hot weather. Dependant on circumstances and the job in hand, employees may be relocated to an alternative work area on that site or may request a short break for respite from their immediate supervisor if the need arises.



III. Unilateral cessation of work without prior discussion with Employer or supervisor or reasonable attempts made to contact the supervisor for a period of not more than 30 minutes, will lead to a loss of pay for the period concerned. Any decision or agreement or cessation of work due to inclement weather will be made as soon as possible and within one hour.

g) At workplaces, where extremes of temperature are encountered the employees will follow the procedures outlined in APPENDIX L – INCLEMENT WEATHER POLICY

## **20. WAGES**

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### **20.1. Weekly wage rate**

a) An employee is entitled to be paid the gross weekly rate of pay per week as defined below.

### **20.2. Gross weekly rate of pay**

a) To calculate the gross weekly rate of pay the following shall be added together:

- I. The gross weekly ordinary all-purpose rate of pay: and
- II. Applicable Allowances set out in the relevant Tables of this Agreement.

### **20.3. Gross weekly ordinary all-purpose rate of pay**

a) To calculate an employee's gross weekly ordinary all-purpose rate of pay, the following shall be added together

- I. The minimum weekly wage rate set out in the relevant Table of this Agreement for the classification in which the employee is ordinarily employed, or that rate which the employee is currently receiving, whichever is the higher; plus
- II. Shift loadings if applicable; and
- III. Applicable all-purpose allowances set out in the relevant Table of this Agreement.

b) The gross weekly ordinary all-purpose rate of pay is payable for all purposes of the agreement and shall be included as appropriate when calculating payments for overtime, annual leave, sick and personal leave, public holidays and pro rata payments on termination.

### **20.4. Ordinary hourly rate**

a) The ordinary hourly rate is calculated by dividing the gross weekly ordinary all-purpose rate of pay by 36.

b) The ordinary hourly wage rate shall be paid for all purposes of this Award.

### **20.5. Calculation of weekly wage rates (RDO System)**

- a) An employee in any particular week of a work cycle shall be paid wages on the basis of an average of 36 ordinary hours per week in each work cycle so as to avoid fluctuations in the employees weekly pay.
- b) Under the averaging system, the employee accrues a 'credit' each day the employee works actual ordinary hours in excess of the daily average, which would otherwise be 7 hours and 12 minutes (7.2 hours).
- c) An employee will not accrue a credit for each day the employee is absent from duty other than on any form of approved leave (annual leave, purchased annual leave, Employer provided long service leave, public holidays, TOIL days, paid sick leave and personal leave etc.), bereavement leave or jury service.
- d) An employee who is absent from duty for part of a day shall lose average pay for each hour or part thereof the employee is absent from duty at an hourly rate calculated by dividing the employee's average daily pay rate by 8.
- e) Provided that when such an employee is absent from duty for a whole day the employee will not accrue a 'credit' as the employee would not have worked ordinary hours that day in excess of 7 hours 12 minutes for which the employee would otherwise have been paid. The amount by which an employee's average gross weekly rate of pay will be reduced when the employee is absent from duty (on other than an authorised absence) is to be calculated as follows: total of credits not accrued during cycle multiplied by the average weekly pay and divided by 36 hours.

## **21. PAYMENT OF WAGES & PAY SLIPS**

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### **21.1. Payment of wages**

- a) Wages will be paid by electronic funds transfer into the employee's nominated bank account on a weekly basis.

### **21.2. Pay slips**

- a) Pay slips will be provided which will include the following information:
  - I. Name of employee
  - II. Classification of employee
  - III. Period to which pay relates
  - IV. Ordinary hourly rate
  - V. Number of hours worked
  - VI. Gross payment
  - VII. Net payment
  - VIII. Amount of Superannuation contribution and the name of the fund or scheme

- IX. Applicable allowances
  - X. Site allowance (in detail)
  - XI. Overtime rates (in detail)
  - XII. Balance of accrued RDO hours
  - XIII. Accrued annual leave hours
  - XIV. Long Service leave where applicable
  - XV. TOIL hours
  - XVI. Public Holiday credit (DIL) hours
  - XVII. Accrued sick leave entitlements
  - XVIII. Severance Payments
- b) Where the Employer's payroll system is able, the following information will be provided on pay slips;
- I. Salary sacrifice arrangements
  - II. Accrued Late payments monies
  - III. Living Away From Home Payments
  - IV. TOIL Hours
- c) Where the Employer is unable to provide the above information in (a) and/or (b) on employee pay slips, alternate arrangements must be made to ensure that the above-mentioned items are accurately recorded and accessible to the employee.
- d) If through the fault of the Employer, an employee who is paid by EFT is not paid their normal wages, by the end of the normal pay day and providing the employee has notified the Employer that their pay is not correct (and the employee proves that the pay is incorrect), the employee shall be paid monies at overtime rates for all hours until their pay is available. These accrued monies will be paid by no later than the same time as the outstanding entitlements are made available on the next normal payday. The above does not apply when there are agreed arrangements between the Employer and employee provided that the employee is not disadvantaged.
- e) The following provisions shall apply if through the fault of the Employer, an employee is not paid all their overtime claimed, allowances & other entitlements by the end of the normal pay day and providing the employee has notified the Employer that their pay is not correct (and the employee proves that the pay is incorrect).
- i. After the fifth day or next payday (whichever is sooner), if the error has not been corrected, the employee shall be paid for all ordinary time at double time until all allowances, overtime and other payments to which the employee is entitled have been paid.

- ii. These provisions will not apply if the employee did not submit their timesheet by the due date.
- iii. The above does not apply when there are agreed arrangements between the Employer and Employee provided that the employee is not disadvantaged.
- f) Where a Public Holiday occurs on the normal pay day, payment will be made a day early.
- g) Where an Employee makes a payroll enquiry, they shall receive an adequate response in writing within 7 business days.
- h) Pay slips will be sent by electronic means or on an employee's request hand delivered on the day they are processed.

## **22. EMPLOYEE ENTITLEMENTS & COMPLIANCE**

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### **22.1. Superannuation, Severance, WorkCover and Insurances**

- a) On commencement, and in accordance with fund procedures, the Employer shall register the employee/s with the relevant industry funds. These are C+Bus or other Industry funds for superannuation, "Protect" for severance pay and income protection insurance and Co-INVEST for long service entitlements.
- b) It is a specific requirement that the Employer shall ensure that all payments to the abovementioned funds and schemes are up to date and made in full.
- c) When an employee or their representative raises a concern in respect of the employee/s entitlements and/or the Employer's compliance with payments and/or registration with the abovementioned funds or schemes, the Employer shall provide to the employee, or their representative in compliance with the Fair Work Act, all relevant information to assist in resolving any concerns.

#### **Failure to make payments to industry funds etc**

- a) If a person covered by this Agreement has a genuine and reasonable belief that the Employer has failed to comply with this Clause, the following process will apply:
  - I. the employee or their representative must notify the Employer in writing of the alleged non-compliance and what must be done to remedy it;
  - II. the parties must consult in good faith in an effort to resolve the matter;
- b) if after 14 working days following the notification to the Employer (or such longer period as may be agreed to permit consultation to occur), the person still has a genuine and reasonable belief that the Employer has failed to comply this clause then the following will apply:

- c) In addition to rectifying any amount that is owing, the Employer will make a payment of \$20.00 per week for each week an amount is owing in respect of each particular entitlement:
  - I. Into the severance fund if an amount owing is to the severance fund;
  - II. Into the severance fund, if an amount owing/not paid was in respect of income protection insurance;
  - III. Into the relevant superannuation fund, if an amount owing is in respect of superannuation; and/or
  - IV. Into the severance fund if an amount owing is to coinvest.
- d) If income protection insurance premiums are not paid and are not able to be back paid to the insurer, the Employer must also pay the equivalent amount of the premiums into the severance fund. For example, If the Employer has failed to pay income protection and superannuation and has failed to rectify it for 5 weeks, in addition to rectifying the amounts owed, the Employer will have to pay \$100 (plus the amount of income protection insurance premiums not paid) into the severance fund for the income protection insurance not paid and \$100 into the superannuation fund.
- e) This shall not apply where:
  - I. there is a genuine and reasonable disagreement about whether any amount is owing or outstanding and the Employer has provided to the parties in writing why it considers it has complied; or
  - II. the Employer provides evidence that the non-compliance is due to matters beyond control of the Employer.
- f) Any disputes related to this clause shall be dealt with via the disputes procedure. The parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding as quickly as practicable.

## **23. SUPERANNUATION (EMPLOYER CONTRIBUTIONS)**

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### **23.1. Superannuation**

- a) The *Superannuation Guarantee (Administration) Act 1992* (SGAA) and the **Superannuation Guarantee Charge Act 1992** (SGCA) determines the payment. It is agreed between the parties that the Employer will pay employees their weekly superannuation contributions on a monthly basis, into C+ Bus or other industry funds that employees currently contribute to. For Employee who salary sacrifice additional super in addition to that set out below the Employer will pay employees their weekly superannuation contributions on a weekly basis.

#### **All employees:**

- a) The minimum contribution into an employee's superannuation fund will be:

I. For Employees who are not members of a Defined Benefit fund, 12% of the employees' ordinary time earnings. If the legislated minimum Superannuation Guarantee Charge increases, the Employer shall contribute at least 1% of ordinary time earnings above such minimum.

II. \$250 per week.

whichever is greater.

b) For Apprentices option (a) will apply.

**Ordinary Time Earnings includes:**

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

II. Fares Allowance (only where the employee is provided with a vehicle etc.).

III. All 'site allowances' paid during ordinary time

IV. E class licence allowances

V. Service increments

VI. Worksite Leader & Crew Leader allowances

VII. Shift Allowances

VIII. any other components defined in the Superannuation Guarantee Legislation and/or the ATO;

IX. Casual Loading

X. all availability and weekend penalty allowances

Superannuation contributions are to be made for periods when employees are on:

I. pay;

II. any form of paid leave including TOIL;

III. WorkCover payments;

IV. Long Service Leave and/or Co-invest Long Service Leave;

V. Income protection insurance payments (unless superannuation contributions are made by a 3rd party, e.g. Insurer); or

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

VII. Contributions are not required for periods when employees are on unpaid leave for personal recreation reasons or the like, unless otherwise agreed.

- c) For the purposes of this subclause “ordinary hours of work” includes the ordinary hours of a shift work where applicable.

### **23.2. Salary sacrifices into superannuation**

- a) Where it is agreed between the Employer and the employee that an employee wishes to have their pay salary sacrificed for additional superannuation, the Employer will comply with the employee’s request within two weeks. Details of any salary sacrifice arrangements shall be reflected on the employees pay slip.
- b) Employees who elect to sacrifice a proportion of their wages to the C+BUS or other industry superannuation fund or may request that the Employer make deductions from gross income. These arrangements shall be altered only twice a year if requested.
- c) In order to gain the benefit from making superannuation contributions from gross earnings salary sacrifice to superannuation may be agreed between the parties and must legally fulfil SGAA and Australian Taxation Office (ATO) requirements.
- d) Any salary sacrifice arrangements entered into between the parties shall:
  - I. not disadvantage the employee or the Employer in any way,
  - II. be effective only on the written authority of the employee,
  - III. immediately be stopped at the written request of the employee
  - IV. have a statement provided to the employee detailing the salary sacrifice at the end of each financial year,
  - V. not reduce or alter the Employer’s superannuation contribution calculation or obligation to pay superannuation under SGAA or SGCA when compared to the obligation on the Employer if the salary sacrifice arrangement had not been entered into,
  - VI. not reduce the employee’s hourly all-purpose rate of pay for the purposes of Award entitlements (including accrued entitlements and the application of penalty rates),
  - VII. immediately be reviewed in the event of any change to any relevant Act(s) or ATO rulings.
- e) Where an employee elects to salary sacrifice, the employee may receive less actual pay than their classification rate specified in this Agreement (ie. the classification rate less the salary sacrifice amount).

## **24. INCOME PROTECTION**

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- a) The Employer will continue to provide income protection insurance for all employees through the Protect insurance scheme. It is agreed that the premium will be collected by the Protect severance scheme at the same time as severance payments. It is agreed payments will be made for periods of all authorised absences. It is agreed that if the Employer has

not made a valid or current insurance payment to “Protect”, the Employer shall be liable for any loss of earnings or benefits that would have otherwise been given to the employee. It is agreed that payments are applicable for all periods of authorised absence. The Employer may continue payments if requested at the employee’s expense.

- b) The level of coverage of income protection for employees and the premiums which must be paid by the Employer are as follows:

	Upon approval	31/8/2025
<b>Employees excluding junior apprentices Premium</b>	\$ 48.00 per week	\$51.50 per week
<b>For Cover</b>	\$2,200	\$2,400
<b>Junior apprentice Premium</b>	\$41.00 per week	\$42.50 per week
<b>For Cover</b>	\$1,800	\$1,900

- c) The above rates are inclusive of GST and stamp duty.
- d) If the premium rates increase higher than those stated above during the life of this Agreement, then the Employer reserves the right to source an alternative insurance provider.

## 25. SEVERANCE

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### 25.1. Contributions to a Severance Fund

- a) It is agreed that the Employer will make weekly Severance payments (payable on a monthly basis as determined by PROTECT) to the PROTECT Severance Fund for all Employees, except directors and apprentices, covered by this Agreement.
- b) The Employer severance contribution provided for in this clause will be set off against the redundancy entitlements that would otherwise apply under the NES provided that where the Employer has not made sufficient contributions into the employee’s Severance fund to satisfy these obligations, the Employer shall make up the difference and pay the said employee at the time of termination. This clause applies regardless of whether the employee is actually paid a benefit from the fund at the time of the redundancy or elects not to claim a severance payment at the time of redundancy.
- I. Severance Payments are to be made for periods when employees are on:
  - II. pay;



- III. any form of paid leave including TOIL;
  - IV. WorkCover payments;
  - V. Co-invest Long Service Leave;
  - VI. Income protection insurance payments (unless severance payments are made by a 3rd party, e.g. Insurer); or
  - VII. Unpaid leave due to injury/illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES.
- c) Payments are not required for periods when employees are on unpaid leave for personal recreation reasons or the like, unless otherwise agreed.
  - d) For employees (other than apprentices), contributions will be at the following rates:
    - I. \$125.00 per week on approval of the Agreement by FWC;
    - II. \$130.00 per week from 31 August 2024.
    - III. \$135.00 per week from 31 August 2025.
    - IV. \$140.00 per week from 31 August 2026.

**25.2. Salary sacrifice of severance contributions into superannuation**

- a) An employee may, as an alternative to the benefit set out above, elect in writing to sacrifice \$20 per week from the 31 August 2015 from the Protect payment and instead have this amount paid into their CBUS or other industry superannuation fund. An employee may only make or alter an election under this clause once in any 12-month period, unless otherwise agreed.

**26. ACCIDENT PAY (WORKCOVER)**

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**26.1. Make up payments**

- a) Where an Employee sustains an injury/illness/condition, where appropriate the claim will be taken through the natural process of the Workcover legislation that's current at the time of injury/illness/condition.
- b) Where Employees have no current capacity for any work and have an approved claim the Employee will be paid make up payments up to the Employee's pre-injury average earnings (which includes shift premiums, weekend penalty payments, regular overtime – average over the last 12 months, availability officer allowance and all other allowances normally received by an Employee) for the first 52 weeks of an Employee's absence. From week 53 to week 104, as a benefit of the income protection policy through Protect, the employees will receive the make-up payments in the amount of the difference between what they have received from the Workcover insurer and their previous pre-injury earnings, up to the appropriate maximum cover level in the table above

(e.g. \$2,200.00, \$2,400.00, etc.) This will only apply where the amount from the Workcover insurer is less than the cover level in the table above (e.g. \$2,200.00 or \$2,400.00)

- c) Where an Employee has returned to work on partial capacity of hours, they will receive make up payments as above for the usual hours that they are not working (which includes shift premiums, weekend penalty payments, regular overtime – average over the last 12 months, availability officer allowance and all other allowances normally received by an Employee). This will be paid by the company for the first 52 weeks of absence. From week 53 to week 104, as a benefit of the income protection policy through Protect, the employees will receive the make-up payments in the amount of the difference between what they have received from the Workcover insurer and their previous pre-injury earnings, up to the appropriate maximum cover level in the table above (e.g. \$2,200.00, \$2,400.00, etc.) This will only apply where the amount from the Workcover insurer is less than the cover level in the table above (e.g. \$2,200.00 or \$2,400.00)
- d) Any persons injured and on Workcover weekly payments and is absent from their workplace will have no reduction in years of service. All payments of superannuation will be paid into their fund as normal.
- e) An Employee with an active Workcover claim shall be entitled to receive any required treatment within their ordinary hours without loss of pay.

## **27. LEAVE**

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### **27.1. Annual Leave**

- a) An employee is entitled to a total of four weeks paid annual leave per annum, which accrues progressively.
- b) Annual leave loading is not paid under this agreement as it now forms part of the gross all-purpose weekly wage rate.

### **27.2. Accrual**

- a) Full-time employees will be entitled to four weeks paid annual leave per annum, provided that “shift workers” as defined below, shall be entitled up to one additional week’s paid annual leave.
- b) For the purposes of this clause and the NES only, ‘shift worker’ means a shift worker who is regularly rostered to work ordinary hours on Sundays and public holidays.
- c) An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work and accumulates from year to year.
- d) Annual Leave shall accrue during service with the Employer, including any successor assignee or transmittee (where there has been no termination of employment). Such service includes:
  - I. Any period of paid leave;

- II. Any period of approved leave without pay on account of medically-certified incapacity arising out of personal illness/injury of up to six months;
  - III. Any period of absence as a result of an injury by accident arising out of and in the course of employment up to twelve months;
  - IV. Any other approved leave without pay, up to 4 weeks; and
  - V. Any period which the Employer may declare, in respect of any Employee, to be additional service.
- e) For the avoidance of doubt, annual leave shall accrue during long service leave.
  - f) Part-time employees shall accrue annual leave on a pro rata basis.

**27.3. Payment for Annual Leave shall include**

- a) the all-purpose rate of pay applicable at the time that an employee takes annual leave;
- b) For shift workers, they shall also receive any extra rates that they receive for shift work in ordinary time, according to the employee's roster or projected roster including Saturday and Sunday shifts.

**27.4. Taking of Annual Leave**

- a) An employee shall give at least two (2) weeks' notice to the Employer or less by agreement when taking annual leave. For occasions of less than two (2) weeks, approval by the Employer will not be unreasonably withheld.

**27.5. Annual Leave upon termination**

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

**27.6. Excessive Leave**

- a) While the preference is always for employees to take their annual leave during the year in which it accrues, where an employee has more than 8 weeks annual leave entitlement accrued to them, the Employer may, after genuinely trying to reach agreement with the Employee about an annual leave reduction plan, direct the employee to take annual leave by providing 28 days' notice, or such longer or shorter period as is agreed, prior to the date the employee is required to commence the leave, provided that the employee cannot be directed to take more than 25% of their accrued annual leave.

**27.7. Annual Close Down**

- a) The Employer may by two months' notice in writing declare that the depot, project or business shall observe a Christmas - New Year close down. Employees are entitled to leave on a pro rata basis and may be stood down for the duration of the close-down period, provided that any such

employee shall be paid for all public holidays occurring during the close-down period.

- b) Close-down shall be deemed to mean a period of not less than 10 consecutive working days, exclusive of public holidays, commencing not earlier nor later than one clear working day before Christmas Day. Provided that, where the employees agree with the Employer that annual leave may be taken in two periods.
- c) An Employee may request a temporary transfer to an alternative depot during the annual close down. Where work is available to be undertaken, such a transfer will be permitted.

**27.8. Public holidays falling within annual leave**

- a) If a public holiday falls within an employee's annual leave, as prescribed in this Agreement, and is on a day which would have been an ordinary working day, then the public holiday does not constitute part of the employee's annual leave.

**27.9. Employee not taken to be on paid annual leave at certain times**

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

**27.10. Working whilst on annual leave**

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

**27.11. Annual leave allowed before due time**

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

**27.12. Purchase of additional annual leave**

- a) An employee, subject to the provisions in this clause, may purchase additional annual leave. Eligible employees may purchase up to four weeks additional annual leave each year.

## **Eligibility**

- a) To be eligible to purchase additional annual leave, an employee must:
  - I. Have an annual leave balance of less than six weeks at the time that the application to purchase annual leave is made;
  - II. If the employee has an RDO balance of more than ten days, have a plan in place to utilise the available RDO balance.

## **Application**

- a) An employee must make application using a prescribed form, for the purchase of additional annual leave at one of the following dates:
  - I. Prior to 30 June for the 12 month period commencing 1 July;
  - II. Prior to 30 September for the 9 month period commencing 1 October;
  - III. Prior to 31 December for the 6 month period commencing 1 January;  
or
  - IV. Prior to 31 March for the 3 month period commencing 1 April.

## **Accrual and taking of leave**

- a) Purchased annual leave will be deducted from an employee's pay in equal instalments over the relevant period on a weekly basis. The deduction and payment for purchased annual leave will be made at the rate of pay that the employee was being paid at the time of the application for purchased annual leave.
- b) Leave must be taken within the financial year in which it is accrued and will be paid at the rate at which it was accrued. If purchased annual leave is not taken, it will be paid out at the rate at which it was accrued in the last pay of the financial year.
- c) In the case that an employee's employment is terminated, the balance of any leave purchased will be paid to the employee at the rate at which it was purchased.
- d) An employee who has entered into an arrangement to purchase additional annual leave may take purchased leave in advance (i.e. prior to accrual). Such leave can only be taken within the period in which the leave is being purchased. If the employee has a negative balance at the time that the employment is terminated, the employee authorises the deduction of the negative balance from his/her final pay.
- e) The employee will be paid during periods that the purchased annual leave is taken, at the rate at which the leave was purchased.

### **27.13. Public holidays**

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

- b) Employees (other than casual employees) shall be entitled to be absent from work on the following public holidays without loss of pay:
- I. New Year's Day
  - II. Australia Day
  - III. Good Friday
  - IV. Easter Saturday
  - V. Easter Sunday
  - VI. Easter Monday
  - VII. King's Birthday
  - VIII. Labour Day
  - IX. Anzac Day
  - X. Christmas Day
  - XI. Friday before Grand Final Day
  - XII. Melbourne Cup Day (or alternate days in regional areas)
  - XIII. Boxing Day; and
  - XIV. Any other day which is declared by, or under a law of Victoria to be observed generally within Victoria or a region of Victoria, as a public holiday.

**Public Holidays falling on Weekends**

- I. When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.
  - II. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
  - III. When Christmas Day and Boxing Day fall on Saturday and Sunday respectively, a holiday in lieu thereof shall be observed on 27 and 28 December.
  - IV. When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
  - V. When Anzac Day falls on a weekend, an extra public holiday will be observed on the next Monday.
- c) Part-time employees shall only be entitled to payment for those public holidays they are normally rostered to work.
- d) Casual employees shall have no entitlement to payment for public holidays they do not work.
- e) The rate of pay for public holidays not worked will be the all-purpose rate of pay.

## 27.14. Personal leave

- a) Personal/carer's (sick) leave shall be in accordance with the NES subject to the following.

### Accrual:

- a) Full time employees will accrue paid personal/carer's leave as follows:

<b>First 12 months employment</b>	12 days accrue progressively
<b>Second and subsequent years</b>	15 days accrue progressively

- b) Part Time employees shall accrue personal/carer's (sick) leave on a pro rata basis.
- c) An employee's entitlement to paid personal/carer's (sick) leave accumulates from year to year.
- d) Existing employees with less than 6 months employment at the time this agreement comes into operation, shall be deemed to have accrued 5 days personal/carers (sick) leave less any personal/carers (sick) leave already taken by them.

### Payment:

- a) Personal/Carer's (sick) leave shall be paid at the all-purpose rate of pay applicable under this Agreement at the time that an employee takes such leave.
- b) An employee may take paid personal/carer's (sick) leave if the leave is taken:
- I. because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - II. to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - a personal illness, or personal injury, affecting the member; or
    - an unexpected emergency affecting the member.
- c) For the purposes of this clause 'immediate family' means:
- I. a spouse (which includes a former spouse), de facto partner (which includes a former de facto partner), child (including an adult child, adopted child or stepchild), parent, grandparent, grandchild or sibling of the employee; or
  - II. a child (including an adult child, adopted child or stepchild), parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

## **Notice of Proof of Sickness**

- a) An employee must give their Employer notice of the taking of leave under this Division by the employee.
  - I. The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - II. must advise the Employer of the period, or expected period, of the leave.
- b) Proof of the need to take personal/carer's (sick) leave is required where during:
  - I. the first six months of employment an employee has more than 2 (Two) day's personal/carer's (sick) leave without proof; or
  - II. after the first six months of employment an employee has had more than 5 (five) days' personal/carer's (sick) leave without proof during the calendar year.
- c) Where proof is required in accordance with the above the employee must, if required by the Employer, give the Employer evidence (certificate from a registered medical practitioner or statutory declaration) that would satisfy a reasonable person that the personal/carer's (sick) leave was taken for the relevant reasons as set out above. The employee shall not be entitled to payment for the period claimed unless the employee complies with this requirement.
- d) Where an employee is sick or injured on an RDO and the employee provides evidence in line with the requirements of this clause, The Employee shall move their RDO to another day within that RDO cycle. If due to operational requirements of the Employer this is not possible then the Employee shall receive a credit to their RDO balance in line with clause 12.8.
- e) An employee suffering injury through an accident arising out of work in the course of the employment (not being an injury in respect of which the employee is entitled to workers compensation) necessitating attendance during working hours of a doctor, chemist or trained nurse or attendance at hospital, shall not suffer any deduction from pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the Employer all expenses reasonably incurred in connection with such attendance.

## **27.15. Compassionate Leave**

- a) An employee is entitled to 3 days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
  - I. contracts or develops a personal illness that poses a serious threat to his or her life; or
  - II. sustains a personal injury that poses a serious threat to his or her life; or



- III. dies. (Permissible occasions).
- b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - I. to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to above; or
  - II. after the death of the member of the employee's immediate family or household referred to above.
- c) An employee may take compassionate leave for a particular permissible occasion as:
  - I. a single continuous 3-day period; or
  - II. any separate periods to which the employee and the Employer agree.
- d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- e) If an employee, other than a casual employee, takes a period of compassionate leave, the Employer must pay the employee at the employee's all-purpose rate for the employee's ordinary hours of work in the period.
- f) For casual employees, compassionate leave is unpaid leave.
- g) The employee shall give notice of such leave as soon as practicable, and if required, give appropriate proof of the reason for taking such leave.

#### **27.16. Domestic violence leave**

##### **a) Definition**

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

##### **b) Confidentiality**

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

##### **c) Leave**

An Employee claiming to be a victim of family and domestic violence shall receive 10 days additional paid leave to attend legal proceedings,

counselling, appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the alleged family and domestic violence.

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

Upon exhaustion of the above leave entitlements, Employees may request unpaid leave for periods of up to 5 days for the purposes outlined in sub-clause (c)(i) above or access paid leave of up to 5 days where accrued paid leave becomes available.

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

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

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

**d) Individual Support**

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

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

- I. changes to their span of hours or pattern of hours and/or shift patterns;
- II. job redesign or changes to duties;
- III. changes to the location of work;
- IV. a change to their telephone number or email address to avoid harassing contact;
- V. any other appropriate measure including those available under s.65 of the FWA.

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

**27.17. Unpaid Parental leave**

- a) Unpaid Parental leave will be provided in accordance with the NES including any subsequent employee beneficial variation to the NES parental leave provisions.

- b) An Employee returning to work after the expiration of unpaid parental leave shall be entitled to the job, which they held immediately before proceeding on parental leave. Where the job no longer exists, the Employee shall be placed in a job for which they have the appropriate skill, in the same band and at the same pay to that of the former job.
- c) Once unpaid parental leave has commenced, the Employee may shorten the period of leave by giving written notice at least 14 days in advance.
- d) During unpaid parental leave of up to and including 4 weeks, personal, annual and long service leave entitlements continue to accrue.
- e) Notice of intention to take parental leave should be given in accordance with NES.

**27.18. Paid parental leave**

- a) This clause shall apply where the Employer doesn't have a specific more beneficial clause that has been previously negotiated & agreed to by the parties. If this has occurred, this can be found in APPENDIX N – EMPLOYER SPECIFIC TERMS

***Primary Carer's Leave***

- a) If an Employee will be the primary carer of the child, the Employer will provide the Employee 14 weeks of Primary Carer's Leave on full pay for a portion of the unpaid parental leave period.
- b) An Employee may take half the entitlement to Primary Carer's Leave over double the time, i.e., 28 weeks of Primary Carer's Leave at half pay.
- c) An Employee will be the "primary carer" of a child if:
  - I. the child is in the Employee's care at the relevant time.
  - II. the Employee meets the child's physical needs (such as feeding, dressing and bathing) more than anyone else in that period; and
  - III. care arrangements for the child do not involve regular provision of care for a substantial part of the time by someone other than the Employee.
- d) To be eligible for Primary Carer's Leave, the Employee must:
  - I. take the leave within the first 12 months from the date of birth or placement of child.
  - II. be a permanent Employee.
- e) An Employee may take Primary Carer's Leave concurrently with any period of unpaid parental leave and the taking of paid parental leave will not break the continuity of that period of unpaid parental leave. The period of Primary Carer's Leave (i.e. paid leave) will not extend a period of unpaid parental leave beyond 12 months.

### ***Special maternity leave***

- a) A pregnant employee will be entitled to a period of 4 weeks special maternity leave if:
  - I. the pregnancy ends after a period of gestation of at least 12 weeks, otherwise than by the birth of a living child, and the child is not stillborn.
- b) The Employee is required to notify the Employer, as soon as practicable, that they need to access this leave and the expected period of leave.
- c) If the Employee has an entitlement to paid personal/carer's leave, they may take that leave after the taking of special maternity leave.

### ***Transfer to a safe job***

- a) If a pregnant Employee provides medical evidence that shows she is fit to work, but it is inadvisable for her to continue in her present position during a period due to illness or risks arising from pregnancy or hazards connected with the position, the Company will transfer the Employee to an appropriate safe job if one is available for the relevant period.
- b) The appropriate safe job will have the same ordinary hours of work as the Employee's present position, or different ordinary hours agreed to by the Employee, and the Employee will be paid their usual rate of pay.

### ***Secondary Carer's Leave***

- a) Following the birth or adoption of their child, if an Employee does not meet the test for a "primary carer" as outlined above, the Employer will provide one (1) weeks of Secondary Carer's Leave at full pay.
- b) An Employee may take half the entitlement to Secondary Carer's Leave over double the time, e.g. two (2) weeks of Secondary Carer's Leave at half pay.
- c) Secondary Carer's Leave must commence no later than:
  - I. one week prior to the expected date of birth of the child; or
  - II. five weeks after the birth of the child; or
  - III. six weeks after placement of the child.
- d) If an Employee takes Secondary Carer's Leave and subsequently becomes the primary carer, the Employee can take Primary Carer's Leave provided that any Secondary Carer's Leave taken will be deducted from the entitlement to Primary Carer's Leave.
- e) Additional leave without pay to a maximum continuous absence of 12 months shall be granted to this Employee.
- f) Any period of paid parental leave (i.e. Primary Carer's Leave and Secondary Carer's Leave) will count as service for the purposes of accruing all leave entitlements, including annual leave, personal leave and long service leave.

### ***Surrogacy arrangements***

- a) If an Employee has a child by means of a surrogacy arrangement, this clause will apply to them in the same manner as it does in respect of any other form of pregnancy or delivery.

### ***Stillborn or death of a child***

- a) If a child is stillborn and the Employee would have been entitled to take parental leave had the child been born alive, the Employee will still be entitled to parental leave under this clause, despite the stillbirth of the child.
- b) If a child is stillborn or dies during the 24-month period after birth, an Employee entitled to parental leave may cancel the leave or advise the Company of the date they wish to return to work (which must be at least four (4) weeks after the notice).
- c) A stillborn child is a child:
  - I. who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks;
  - II. who has not breathed since delivery; and
  - III. whose heart has not beaten since delivery.

### **27.19. Pandemic Related Isolation Leave**

- a) From the commencement of this Agreement, an employee covered by this Agreement is entitled to Pandemic Related Isolation Leave to cover an absence from work due to a Pandemic Related Isolation Requirement.
- b) For the purpose of this clause, "Pandemic Related Isolation Requirement" arises in circumstances where an employee is required to self-isolate or quarantine in accordance with any order and/or direction issued by the Employer, a State Government or the Commonwealth Government.
- c) As soon as practicable, the affected employee is to provide the Employer with evidence that would satisfy a reasonable person as to the reason why they are required to self-isolate or quarantine.
- d) Where an employee is required to self-isolate as a consequence of the employee being ill, the first 2.5 days of the isolation period will be treated as personal leave and the remainder of the isolation period will be treated as Pandemic Related Isolation Leave.
- e) An Employee will be entitled to five days of paid Pandemic Related Isolation Leave per annum.
- f) For the avoidance of doubt;
  - i. An employee is not taken to be on personal leave when on Pandemic Related Isolation Leave;
  - ii. Paid Pandemic Related Isolation Leave is to be paid on the ordinary hours of work at an employee's hourly rate of pay, the same as taking personal leave; and

- iii. Paid Pandemic Related Isolation Leave is not accumulative and will not be paid out on Termination.

**27.20. Community service leave**

- a) Community service leave is to be provided in accordance with the NES subject to clause 27.21

**27.21. Emergency services leave**

- a) The company is an essential service and release of employees has to have regard to the company operational requirement to meet its customer and community demands during times of emergency. Employees will be provided with paid leave to attend to emergency service issues that relate to threats such as bush fires & floods where practicable in their local community. No limit shall apply to this leave, however proof will be required of participation/attendance and each case will be examined on its merits, having regard to the company's operational requirements.
- b) Other Local needs relating to emergency services close to the employee's home and community will continue to get company support.

**27.22. Jury service leave**

- a) An Employee required to attend for jury service during ordinary working hours shall be paid the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service. Where such attendance for jury service prevents an Employee from performing overtime in which they are regularly rostered on, then the Employer shall pay them an average of what other Employees performing similar work earned during the time they attended jury service.
- b) An Employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service.
- c) Further the Employee shall give the employer proof of attendance in the form of a Sheriff's Certificate showing the duration of such attendance and the amount received in respect of such jury service.

**27.23. Defence force leave**

- a) On production of evidence of attendance leave of absence with pay may be granted for 72 hours in any year to any employees who are voluntary members of the Defense Reserve Schemes.
- b) Employees may elect to be granted any annual leave due to them in lieu of an equivalent period of leave granted in the above clause.
- c) Application for leave shall be submitted for approval through normal channels and satisfactory evidence of attendance at the annual training camp, etc, shall be forwarded on resumption of duty.
- d) Leave granted under this clause shall be included as service for the purpose of annual, sick and long service leave.

- e) If they receive compensation and the amount is less than the amount of pay which they would have received had they been granted personal leave, they may be paid an amount equal to the difference and their personal leave credit will be reduced by the amount of such payment this is at the discretion of the Employer.

**27.24. War disability leave**

- a) An ex-member of the armed forces who is absent from duty because of a disability which has been accepted by the Department of Veterans' Affairs as due to war service may be granted subject to company approval special sick leave on the following basis:
- b) An Employee shall receive a leave credit of 108 hours after six months service and a further 108 hours on each anniversary of engagement, subject to a maximum available accumulation at any time of 720 hours
- c) Payment during leave shall be at the Employee's ordinary rate of pay, subject to the production of a medical certificate stating that the absence is due to a disability which has been accepted by the Department of Veteran's Affairs as due to war service.
- d) If the war disability leave credit has been exhausted, an Employee may use normal sick leave credits.

**27.25. OH&S leave**

- a) OH&S representatives are allowed 5 days paid leave per year to undertake training that will assist them in their role as defined in the Occupational Health and Safety Act. The Employer will pay all expenses associated with the OH&S training.

**27.26. Attendance at court leave**

- a) Employees subpoenaed to attend Court as Crown witnesses will be granted leave without loss of pay. Employees subpoenaed to attend Court other than Crown witnesses will be granted leave without pay or, at their option and provided they have sufficient leave credit, be granted recreation leave for the period involved.
- b) Employees subpoenaed to attend Court, other than as Crown witnesses, will be granted leave without loss of pay where such employees are required to give evidence because of their expertise in connection with their employment.

**27.27. Blood/Plasma donors leave**

- a) On production of evidence of attendance, leave without loss of pay will be granted to Employees who are registered blood/plasma donors for the time lost when they are required to donate blood/plasma during work hours.
- b) Employees who are registered with the Bone Marrow Registry will also be granted leave without loss of pay upon production of evidence of attendance, for the purposes of undergoing bone marrow donation procedures during working hours.

**27.28. Infectious disease leave**

- a) Where Employees are compulsorily isolated because of contact with a person suffering from a notifiable infectious disease, they may be granted at the discretion of the employer leave with pay for the period of compulsory isolation, subject to the production of a certificate from the Medical Officer of Health certifying to the period that compulsory isolation is necessary. Only the certificate of the Medical Officer of Health will be accepted for this purpose.

**27.29. Transfer leave**

- a) Employees who are appointed to advertised positions or transferred at the company's request may be granted up to 2 days leave to assist employees in finding a home in the new locality. It is expected that this leave would normally be taken prior to the Employee commencing in the new position.
- b) To assist Employees in moving their home, up to 2 days leave may be taken for packing and unpacking of furniture and household effects and for travel to the new work locality.

**27.30. Citizenship ceremony leave**

- a) Leave without loss of pay may be granted to employees for the purpose of attending ceremonies to receive naturalisation papers.

**27.31. Long service leave**

- a) Long Service Leave shall be in accordance with and provided by Co-INVEST (or its successor).
- b) When an employee has accrued an entitlement to long service leave, and after giving four (4) weeks' notice to the Employer, the employee will be entitled to take such leave, subject to agreement with the Employer. Agreement for leave will not be unreasonably withheld by the Employer.
- c) Co-INVEST is the recognised portable long service leave fund for the Employees. The Employees shall be registered with Co-INVEST on commencement of employment. An employee and/or the employee's representative shall have full access to all information supplied by the Employer to Co-INVEST about the employee for compliance purposes and the Employer shall authorise Co-INVEST to release this information to the employee, and/or the employee's representative in compliance with the Fair Work Act.
- d) The parties acknowledge that some employees covered by this agreement are in a situation whereby contributions have been made to COINVEST for a portion of their period of employment. Therefore, the obligation to pay for LSL arises partially on the Employer and CoINVEST. For these employees the provisions set out in APPENDIX N - EMPLOYER SPECIFIC TERMS shall apply.



## **28. REDUNDANCY**

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### **28.1. Redundancy**

- a) This clause shall apply to all employees not listed in APPENDIX N - EMPLOYER SPECIFIC TERMS.
- b) Redundancy shall apply where
  - I. the Employer has made a definite decision that the Employer no longer requires the job an employee has been doing to continue to be done by anyone and this is not due to the normal and customary turnover of labour and that decision leads to the termination of employment of the Employee.
  - II. Because of the bankruptcy or insolvency of the Employer.
- c) No employee or third party can undertake the duties that the employee has performed or has the certification/skills to perform within 3 months of a redundancy being made.
- d) This clause shall not apply:
  - I. Where termination of employment is as a result of conduct that justifies summary dismissal;
  - II. To apprentices and trainees;
  - III. To Employees employed on a casual basis, provided that an Employer shall not employ a casual worker for the purpose of avoiding redundancy pay;
  - IV. Where termination is at the initiative of the Employee.
- e) An Employee is not redundant in the case of transmission of business as defined in clause 3 – Transmission of Business.

### **28.2. Employee leaving during the notice period**

- a) An employee whose employment is terminated due to redundancy may leave the employment during the period of notice and, if so, shall be entitled to the same redundancy benefits and payments under this clause had the employee remained with the Employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

### **28.3. Redundancy Process**

- a) The Employer seeks to maintain the current skills mix and manning levels. The Employer seeks to expand these levels through the growth of the Employer's business.
- b) In event that an Employee's position is made redundant and his/her employment is terminated as a result, the Employee shall be afforded reasonable time required to organize their departure. This includes the collection of all personal belongings, training records etc.

- c) Prior to any termination of employment by reason of redundancy, the Employer shall ensure, so far as practicable, that training records of affected employees are current and up to date and in line with the relevant industry requirements.
- d) When the Employer decides to make redundant an Employee or Employees, the Employer will consult with the Employee and their selected representatives about the number and classification of Employees who will be affected by such decision.
- e) In applying this clause, the Employer shall not discriminate against Employees on the basis of their redundancy option/entitlement.
- f) Subject to APPENDIX N – EMPLOYER SPECIFIC TERMS, the Employer seeks to and will determine the order of selection of employees for redundancy in accordance with the following:
  - I. Voluntary terminations redundancies will be encouraged and sought as a first step, and wherever possible, such redundancies will be made using the volunteers.
  - II. Should there not be enough volunteers, the selection of Employees for retrenchment will be based on following selection criteria:
    - Skills (25%)
    - Qualifications (25%)
    - Experience (25%)
    - Years of service (25%)
  - III. Once the process of assessment has been done, the Employer shall disclose the assessment to each of the potentially affected Employees and advise those who are likely to be selected for retrenchment.
- g) An Employee of the effected work group who does not accept voluntary redundancy and does not accept a suitable alternative position shall not be entitled to any payment associated with redundancy. Whether or not a position is a “suitable alternative position” will be determined on a case by case basis having regard to individual circumstances including additional travel time and family responsibilities. If agreement cannot be reached regarding a “suitable alternative position” the matter may be referred to the Disputes Board or FWC who will determine whether the position is a suitable one in accordance with the disputes procedure in this Agreement.

#### **28.4. Redundancy Pay**

- a) For Transferring Employees, redundancy pay entitlements are set out in APPENDIX N – EMPLOYER SPECIFIC TERMS. For Employees other than Transferring Employee, in addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated by reason of redundancy, shall be entitled to the following amount of redundancy pay in respect of a continuous period of service: Further, where an employee is currently on an availability roster and the employee

is terminated by reason of redundancy, the employee shall be entitled to 6.5 weekly payments of the availability allowance as set out in APPENDIX C - ALLOWANCES.

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

- b) The minimum redundancy that will be paid to Employees for whom Protect severance payments are being made shall be in accordance with the table above. Provided that where an Employee who is terminated receives a benefit from a severance pay scheme, he or she shall only receive the difference between the redundancy pay specified above and the amount of the severance benefit he or she receives which is attributable to Employer contributions. If the severance benefit is greater than the amount under this clause, he or she shall receive no payment pursuant to the table below under this clause.
- c) Week's pay means the gross weekly ordinary all purpose rate of pay, as defined, at the date of termination.
- d) Provided that an employee shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.

### **28.5. Apprentices**

- a) If an apprentice is made redundant by the Employer during their apprenticeship the apprentice will be entitled to redundancy pay in accordance with the following table:

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

- b) Week's pay means the gross weekly ordinary all purpose rate of pay, as defined, at the date of termination.
- c) Provided that an employee shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.
- d) No redundancy pay is payable where the Employer has obtained agreed alternative employment for the apprentice.
- e) No redundancy pay is payable where the Employer terminates the apprentice upon completion of the term of apprenticeship.
- f) The parties agree to actively pursue alternative placements for apprentices who may be made redundant.

## 29. TERMINATION OF EMPLOYMENT

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- a) To terminate the employment of a full time or part time employee (other than an apprentice) the Employer shall give to the employee the period of notice specified in the table below, or payment in lieu thereof.

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

- b) In addition to this notice, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, are entitled to an additional week's notice.
- c) Where an employee is paid under the RDO system and has accrued a credit towards an RDO, such credit shall be taken into account in calculating wages due on termination.
- d) Prior to a Shop Steward or other employee representative being terminated from employment or being transferred from a site or project, the Employer shall notify the Shop Steward/Employee Representative two weeks in advance of such termination or transfer.
- e) Where notice has been given an employee shall continue in employment until such notice expires or where payment is made in lieu of notice calculations shall be made as if the Employee continued in employment until the end of the notice period.
- f) Where the Employee has a period of untaken paid annual leave, the employer will pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave in their final pay.
- g) Upon termination of employment the wages and entitlements that are due to an employee shall be paid within 3 days from the day of termination.
- h) Prior to any termination of employment, the Employer shall ensure that training records of affected employees are current and up to date & in line with the relevant industry requirements.
- i) If the Employer has not made full and final payment of entitlements owed to the employee as set out at (g), then the Employer will be required to make additional payments to the terminated employee, equal to the daily amount of the employee's ordinary time wages, for each day thereafter until the full final termination payment is made.
- j) The employee shall terminate employment at a week's notice, at any time during the week, or by payment, or forfeiture as the case may be, of a week's wages for ordinary time worked.
- k) If the employee fails to give notice the Employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice
- l) Employees will return all Employer property prior to payment.

**Termination without notice (summary dismissal)**

- a) The Employer may terminate an employee's employment summarily if the employee engages in serious misconduct as described in the Fair Work Act.

### **Time off during notice period**

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

### **Termination prior to a public holiday**

- a) If the Employer terminates the employment of an employee, the Employer shall pay the employee a day's ordinary wages for each public holiday prescribed in this Agreement which falls within 10 consecutive calendar days after the date the employee is given notice of termination of employment.
- b) Where any 2 or more of the holidays prescribed in this Agreement occur within a 7 day span, such holidays shall be a 'group' of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after the date the employee is given notice of termination, the whole group shall be deemed to fall within the 10 consecutive days, and the employee will be paid a day's ordinary wages for each such day. For example, Christmas Day, Boxing Day and New Years Day (or days in lieu thereof) shall be regarded as a group.
- c) To avoid doubt, if the public holiday falls within the notice period (whether the employee works the notice period or receives a payment in lieu), the employee will only be paid once in respect of that day (i.e. the payment will not be added to the end of the notice period).
- d) The above sub-clauses do not apply where the Employer terminates the employment where an Employee is terminated for serious misconduct.

## **30. LICENCE REIMBURSEMENT**

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### **30.1. Vehicle Licence's**

- a) When employees are required to hold and utilise an endorsed license (vehicle, truck license, crane license, high risk etc.) the Employer will reimburse all costs associated with the obtaining and renewing of that license. An employee is required to provide to the Employer proof of payment to be eligible for reimbursement. Eligibility for license reimbursement will only apply to those payments made on or after the date of approval of this Agreement.

### **30.2. Electrical licence**

- a) Where the Employer requires an Employee to hold a valid electrical licence, including Lineworker (distribution & transmission) & Cable Jointing licences, the Employer shall reimburse the cost of renewing the licence.

## **31. FRINGE BENEFITS TAX**

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- a) All FBT costs associated with vehicle use will be borne by the Employer, provided the employee is using the vehicle only to the extent authorised by the Employer.

## 32. SALARY SACRIFICE

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- a) By agreement between the relevant Employee and Employer, flexible remuneration packaging schemes may be introduced.
- b) Salary sacrifice of additional benefits will be available in accordance with ATO guidelines. This currently includes superannuation, novated leases of cars, personal computers etc.
- c) Where it is agreed between the Employer and the employee that an employee wishes to have their pay salary sacrificed for additional superannuation, the Employer will comply with the employee's request within two weeks. Details of any salary sacrifice arrangements shall be reflected on the employees pay slip.
- d) Employees who elect to sacrifice a proportion of their wages to the C+BUS or other industry superannuation funds or may request that the Employer make deductions from gross income. These arrangements shall be altered only twice a year if requested.
- e) In order to gain the benefit from making superannuation contributions from gross earnings salary sacrifice to superannuation may be agreed between the parties and must legally fulfil SGAA and Australian Taxation Office (ATO) requirements.
- f) Any salary sacrifice arrangements entered into between the parties shall:
  - I. not disadvantage the employee or the Employer in any way,
  - II. be effective only on the written authority of the employee,
  - III. immediately be stopped at the written request of the employee
  - IV. have a statement provided to the employee detailing the salary sacrifice at the end of each financial year,
  - V. not reduce or alter the Employer's superannuation contribution calculation or obligation to pay superannuation under SGAA or SGCA,
  - VI. not reduce the employee's hourly all-purpose rate of pay for the purposes of Agreement entitlements (including accrued entitlements and the application of penalty rates),
  - VII. Immediately be reviewed in the event of any change to any relevant Act(s) or ATO rulings.
- g) Where an employee elects to salary sacrifice, the employee may receive less actual pay than their classification rate specified in this Agreement (i.e. the classification rate less the salary sacrifice amount).

### 33. TOLLS

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- a) Where an employee incurs any toll or similar fee in the course of travelling at the Employer's direction, during working hours, an amount equivalent to the sum incurred by the employee will be reimbursed by the Employer upon proof of such expenditure by the employee at the next pay day.

### 34. WORKPLACE FLEXIBILITY

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- a) The clauses referred to in this clause may be varied by an individual flexibility arrangement ("IFA").
- b) The Employer will not make an IFA unless the following conditions are satisfied:
  - I. The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
  - II. The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
  - III. The IFA must be genuinely agreed to by the Employer and the employee;
  - IV. The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to;
  - V. The IFA must be able to be terminated:
    - *by either the employee, or the Employer, giving written notice of not more than 28 days; or*
    - *by the employee and the Employer at any time if they agree, in writing, to the termination.*
- c) The IFA must be in writing and signed:
  - I. in all cases—by the employee and the Employer; and
  - II. if the employee is under 18—by a parent or guardian of the employee; and
- d) The IFA must be given to the employee within 14 days after it is agreed to.
- e) It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.
- f) The terms that may be subject to an IFA are:
  - I. Service Increments at APPENDIX C – ALLOWANCES



## 35. DISPUTES SETTLEMENT PROCEDURE

### 35.1. Resolving issues

- a) Where another clause in the Agreement expressly provides for the resolution of a particular dispute the provision in that clause shall prevail over this clause.
- b) In all other cases of disputes arising over the application of the Agreement, matters pertaining to the employment relationship and/or the NES, this clause shall apply.

Step 1:	Any dispute will, in the first instance, be discussed between the Employee(s) concerned and the immediate team leader / supervisor involved. The team leader / supervisor must make a genuine attempt to resolve the matter speedily.
Step 2:	If the matter cannot be resolved in Step 1, the matter will be referred to the appropriate line manager who will attempt to resolve the matter speedily. The line manager shall first consult with the affected Employee(s) and then, if requested by the Employee(s), consult with the relevant employee representative(s) when endeavouring to resolve the matter. Where agreed between the Employee(s) or their representative and the Employer, steps 1 and 2 can be disregarded in the interest of relevance and from step 3 onwards pursued.
Step 3:	If not resolved in Step 2, the matter shall be immediately referred, for discussion, jointly to a manager with industrial relations responsibility and the employee, who shall be informed that they are allowed to have a representative of their choice at such discussions.
Step 4:	If the matter is still not resolved it will be referred to the Electrical and Communications Industry Disputes Board ("The Board") or the Fair Work Commission (FWC). The parties subject to a dispute agree that the Board has the power to both conciliate and arbitrate on any matter if agreed by the parties at that time and the employees, the employee representative (if any) and the parties must abide by any decision arising out of the Board. The FWC may conciliate the matter and if the matter remains unresolved, then arbitrate
Step 5:	If the Employee(s), Employer or the employee representatives (if any) wish to appeal any decision from the Board they must do so within 21 days from the Boards decision, by appealing to the FWC. FWC may then conciliate and/or arbitrate the matter.

- c) While these procedures are being followed, both the Employer and Employee(s) agree that on a "without prejudice" basis there will be no change to existing work practices or procedures. The status quo that existed immediately prior to the events that gave rise to the dispute will remain until the matter is resolved in accordance with these procedures.

- d) During the entire period of the dispute, from the time when the matter first arises until the time of its resolution (at whatever stage the resolution occurs) normal work shall continue, unless the performance of normal work would place at risk the health or safety of the Employees concerned.
- e) If a dispute arises due to a change in work practices, then for the duration of the settlement period, the Employee(s) will revert to the work practices in place prior to the dispute arising, and the Union will not undertake any industrial action in relation to the dispute.

### **35.2. Resolving Health and Safety Issues**

- a) When an occupational health and safety issue arises, the matter should be referred to the Employer's safety representative or supervisor. The supervisor shall discuss the matter with the person and the elected employee OHS representative with a view to agreeing on a safe working procedure to minimise and eliminate where possible the risk of injury or disease.
- b) Where the supervisor or the employee OHS representative consider there is likely to be an immediate risk to the health and safety of any person they may, jointly or singularly, direct that work in that particular area, or by that particular method, cease (immediate risk means that there is a degree of danger which is likely to cause injury or disease before the risk can be eliminated).
- c) Work in the affected area(s) shall cease and employees shall be relocated to work in alternative safe areas where work is available in their classification.
- d) Employees may be relocated to other job sites where there is safe work available in their classification.
- e) Where there is no work available for the particular employees, they shall remain on site and make themselves readily available for resumption of work without loss of pay. Failure to do so shall negate any claim for payment. Provided that the Employer will not unreasonably require employees to remain for an unreasonable time period where there is no reasonable prospect of a resumption of work that day.
- f) At all times, the elected employee OHS Representative may seek the assistance of a representative of the Union or a person who is suitably qualified in OHS, and the supervisor may also seek advice or assistance.
- g) Where the supervisor and the employee OHS Representative cannot agree on a procedure, either party may call in a WorkSafe Inspector, who may provide advice on the proposed procedure.
- h) The supervisor and the employee OHS representative shall agree on the best method of rectifying the problem. Where it cannot be resolved through the dispute's resolution procedures it will be dealt with under the OH&S Act.
- i) At all times, employees must not work in situations where there is a genuine risk to their health and safety.

## **36. CONSULTATION**

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### **36.1. Quarterly Consultative Meetings**

- a) The parties recognise the need for a consultative and participative approach into the future.
- b) The parties agree to the following consultative process to resolve any issue that may arise.
- c) There will be a Consultative Committee comprising representatives of Employees and appropriate Employer representation.
- d) The Consultative Committee will meet on a quarterly basis and aims to:
  - I. Enable the Employer and employees to continuously improve their performance.
  - II. Ensure that local working conditions are adequate;
  - III. Develop & foster effective communication, team building and participation within the work location and with other parts of the Employer; and
  - IV. To consult regarding major change in the business.
  - V. Contribute to improved productivity including development of employees' skills and career opportunities.
  - VI. To consult regarding changes or implementation of company policies.

### **36.2. Introduction of Change**

#### **Company's duty to notify**

- a) Where the company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the company shall notify the employees who may be affected by the proposed changes and the employee representatives. No change will be implemented unless there is agreement between the parties and majority of the affected employees. In the event that agreement cannot be reached, the matter may be referred to the Fair Work Commission pursuant to the dispute clause in this Agreement.
- b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

**Company's duty to discuss change:**

- a) The company shall discuss with the employees affected and their representatives, inter alia, the introduction of the changes referred to in this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- b) The discussions with employees affected and their representatives shall commence as early as practicable.
- c) For the purposes of such discussion, the company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected effects of the changes on employees and any other matters likely to affect employees provided that the company shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.
- d) The company shall provide information in languages other than English for employees of non-English speaking background.

**Company's duty to be reasonable.**


- a) The company shall take reasonable steps to mitigate the adverse effects of change upon employees.
- b) This clause shall not derogate from any other obligations the Employer has under this Agreement.

# SINGATURE PAGE

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## SIGNATURES:

For and on behalf of the CEPU, CEPU Members and the Employees, by an authorised officer of the CEPU:

  
.....  
Signed

Troy Gray  
**STATE SECRETARY, ETU**  
Level 1, 200 Arden Street  
North Melbourne VIC 3051


  
.....  
Witnessed

Chelsea Hill  
.....  
Print Name


Dated: ..... 20 May ..... 2024



For and on Behalf of Downer Utilities Australia Pty Ltd (ABN 65 075 194 857 / ACN 075 194 857) by its authorised officer:

  
.....  
Signed

[Name] Damien North  
[Position] Group Head, Industrial Relations  
[Address Line 1] 39 Delhi Rd  
[Address Line 2] North Ryde, NSW, 2113

  
.....  
Witnessed

BENJAMIN MORRISH  
.....  
Print Name

Dated: .. 20/05 / ..... 2024



## APPENDIX A – CLASSIFICATION STRUCTURE

### 1.1. Classification structure review process

- a) The parties to this agreement agree that there will be ongoing discussions in relation to the classification structure that has been consolidated because of the previous merger of multiple agreements. The Parties agree that because of the merger of multiple agreements, no Employee shall be worse off as a result.
- b) If the parties both agree where required, an independent assessor such as EPIC Industry Training can be engaged to assist in the process of reclassification and / or assessment if needed. In the event of any disputes on the application of this clause the matter can be referred to the disputes procedure as contained in this agreement.

### 1.2. Dual trade employees

- a) Where an employee is required to hold & utilise the competencies attained from the dual trades, then they shall be classified as per the applicable classification structure contained within this Appendix.

### 1.3. Reclassification of an Employee

- a) Where an Employee requests a review of their current classification & seeks to be reclassified to a higher level within the structure, the Employer shall provide an response in writing with an outcome within 14 days of such request being made by the Employee.

### Definitions

Skill	Definition / Description
Trades Assistant	Means a person who does not hold a trades certificate or equivalent and under takes tasks ancillary to electrical work in accordance with his or her skills and training. Persons not qualified as a Tradesperson shall not perform the following work: <ul style="list-style-type: none"> <li>• Installing pits unless under direct supervision of a tradesperson,</li> <li>• Installing conduits unless under direct supervision of a tradesperson,</li> <li>• Pulling cables unless under direct supervision of a tradesperson,</li> <li>• Rigger duties (including basic, intermediate and advanced Rigger duties),</li> <li>• Cutting to length and/or installing ducting or other cable unless under direct supervision of a tradesperson,</li> <li>• Low voltage jointing of pre-commissioned assets,</li> <li>• Duties that require a Trade qualification &amp; Perform any work on an electrical apparatus.</li> </ul>
Tradesperson	Means a person who has served the requisite apprenticeship or holds a Certificate of recognition as a tradesperson issued by an Australian apprenticeship authority or a Tradesman's Certificate issued by the Local Electrical Trades Committee constituted under the Tradesman's Rights Regulations Act 1946-1966
Lines Worker	Means an employee who holds a relevant qualification and who is engaged in installing, maintaining, repairing, operating and patrolling electrical sub-transmission, and distribution systems
Lines Worker (Transmission)	Means an employee who holds a relevant qualification and who is engaged in construction and maintenance activities on electrical transmission systems

Asset Inspector	Means a person who holds a Cert II – Asset Inspection (or equivalent) qualification. The Employer will facilitate the process of recognition of prior learning (RPL) where required.
Electrical Fitter	Means an employee who holds an Electrical Fitting certificate of proficiency / relevant qualification and who is mainly engaged in making, fitting, or repairing electrical equipment, and who in the course of their work applies electrical knowledge, including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work. Means a person who supervises or performs the actual electrical trade work, whether in a workshop or on site, of constructing, manufacturing, fitting, assembling, erecting, operating or repairing electrical articles
Electrician 'A Class'	Means an employee who holds a valid Electrical 'A' class (electricians license) qualification (Cert III) to carry out all electrical installation work in Victoria without supervision.
Special Class	Means an employee who holds an Electrical Fitting certificate of proficiency / relevant qualification or holds a valid Electrical 'A' class (electricians license or equivalent) qualification (Cert III)
Cable Jointer	Means a person performs the actual electrical work of installing, jointing and terminating electricity distribution cables.
Cable Jointer Certificate III	Means an employee who holds a relevant Cert III (or equivalent) qualification in ESI cable jointing who performs the actual electrical work of installing, jointing and terminating electricity distribution cables.
Responsible Person	Means an employee who is in charge of a job site with two employees (direct employees of the Employer or any 3rd party labour engaged by the Employer)
Worksite Leader	Means an employee who is in charge of a job site of 3 and up to 10 employees (direct employees of the Employer or any 3rd party labour engaged by the Employer)
Crew leader	Means an employee who is in charge of a job site of 11+ employees (direct employees of the Employer or any 3rd party labour engaged by the Employer)
Project Leader	Means a person who leads a specific project & provides guidance and support to one or more teams working on a specific project.
Team Leader	Means a person who provides technical guidance and support to one or more teams under minimal supervision. Directs aspects of work for a defined group/s.
Competency	The specification of knowledge and skill and the application of that knowledge and skill to the standard of performance required in the workplace.
Glove & Barrier	Means a person who maintains energised high voltage distribution overhead electrical apparatus using high voltage live line glove and barrier methods
Mains Cable Jointing	Additional skillset - Means a person who has all required pre-requisites and been trained and assessed to Nationally accredited competencies including (field log book evidence) as competent in "Install & maintain de-energised LV Polymeric cables" and "Install and maintain de-energised HV underground polymeric cables" and "Joint and maintain energised LV underground polymeric cables" – or equivalent.
Multiple Occupancies / Group metering	means more than one Occupancy connected to the same electrical installation
Dual Trade	The holder of more than one Certificate III (or equivalent) qualification, required by the Business.



Competency Standard Unit, (or Unit of Competency)	Competency standards are made up of a number of Competency Standard Units. These units describe a key function or role in a particular job function or occupation. Each unit identifies a discrete workplace requirement and includes the knowledge and skills that underpin competency, as well as language, literacy and numeracy and Occupational Health and Safety requirements. A competency standard unit is usually linked to one or more AQF qualifications.
Established Procedures	Formal arrangements of an organisation, enterprise or statutory authority of how work and safe systems of work are to be done.
RSO Operator	Authorised to carry out high voltage switching, earthing and issue electrical access authorities on: All distribution overhead and ground type substations, spur and SWER lines and associated apparatus excluding metal enclosed switchgear and underground cables
DSO Operator	Authorised to carry out high voltage switching, earthing and issue electrical access authorities on: All distribution overhead and field apparatus excluding metal enclosed switchgear and underground cables
DS Operator	Authorised to carry out high voltage switching, earthing and issue electrical access authorities on all distribution field apparatus including metal enclosed switchgear and underground cables
ZSS Operator with restrictions	Authorised to carry out high voltage switching, earthing and issue electrical access authorities on distribution feeder CB's <u>OR</u> other limited apparatus as per the network authority issuer:
ZSS Operator	Authorised to carry out high voltage switching, earthing and issue electrical access authorities on all distribution and sub-transmission apparatus within zone substations
TSF Operator	Authorised to carry out high voltage switching, earthing and issue electrical access authorities on all distribution controlled feeder apparatus in Terminal Stations
TS Operator	Authorised to carry out high voltage switching, earthing and issue electrical access authorities on all Transmission and Sub Transmission apparatus in Terminal Stations

## Distribution Lineworker

<p><b>TRADES ASSISTANT – L1 (Labourer)</b></p>	<p>Indicative tasks may include or be comparable to:</p> <ul style="list-style-type: none"> <li>• Cleaning &amp; Painting</li> <li>• Basic pick &amp; shovel civil operations</li> <li>• Rubbish removal &amp; Yard duties</li> <li>• Pulling cable under direct supervision of a tradesperson and/or,</li> <li>• Basic labouring</li> </ul>
<p><b>TRADES ASSISTANT – L2</b></p>	<p>In addition to those tasks outlined in Level 1, indicative tasks performed may include or be comparable to:</p> <ul style="list-style-type: none"> <li>• Cutting to length and/or installing ducting or other cable under the direction supervision of a tradesperson</li> <li>• Oil sample collecting</li> <li>• Exercising basic workshop or handy man skills <ul style="list-style-type: none"> <li>▪ Small concreting and form work jobs.</li> </ul> </li> </ul>
<p><b>TRADES ASSISTANT – L3</b></p>	<p>In addition to those tasks outlined in Level 2, indicative tasks may include or be comparable to:</p> <ul style="list-style-type: none"> <li>• Dogman duties</li> <li>• Heavy vehicle usage</li> <li>• Operation of lifting equipment</li> <li>• Meter reader</li> <li>• Store person.</li> </ul>
<p><b>4</b></p>	<ul style="list-style-type: none"> <li>• Store person (Crew Leader) who manages the operation of a store without supervision.</li> </ul>
<p><b>5</b></p>	<ul style="list-style-type: none"> <li>▪ ESI Distribution Lineworker (Cert. III) or equivalent.</li> </ul>
<p><b>6</b></p>	<ul style="list-style-type: none"> <li>▪ Group metering/multiple occupancy and/or,</li> <li>▪ Limited Inspector.</li> </ul>
<p><b>7</b></p>	<ul style="list-style-type: none"> <li>▪ RSO Operator</li> </ul>
<p><b>7.5</b></p>	<ul style="list-style-type: none"> <li>▪ Maintain live High Voltage distribution lines up to 33kv (Glove &amp; Barrier) and/or Hot stick.</li> </ul>
<p><b>8</b></p>	<ul style="list-style-type: none"> <li>▪ DSO Operator and/or DS Operator and/or</li> <li>▪ RSO Operator &amp; Maintain live High Voltage distribution lines up to 33kv (Glove &amp; Barrier) and/or,</li> <li>▪ Electrical Inspectors and/or,</li> <li>▪ Dual Trade.</li> </ul>
<p><b>9</b></p>	<ul style="list-style-type: none"> <li>▪ ZSS Operator and/or,</li> <li>▪ DSO and/or DS Operator &amp; Maintain live High Voltage distribution lines up to 33kv (Glove &amp; Barrier)</li> </ul>
<p><b>10</b></p>	<ul style="list-style-type: none"> <li>▪ ZSS Operator &amp; Maintain live High Voltage distribution lines up to 33kv (Glove &amp; Barrier) and/or,</li> <li>▪ TSF/TS Operator,</li> </ul>
<p><b>11</b></p>	<ul style="list-style-type: none"> <li>▪ TSF/TS Operator &amp; Maintain live High Voltage distribution lines up to 33kv (Glove &amp; Barrier) and/or,</li> <li>▪ Team Leader and/or,</li> <li>▪ Project Leader.</li> </ul>

## TRANSMISSION LINeworkERS

<p><b>TRADES ASSISTANT – L1 (Labourer)</b></p>	<p>Indicative tasks may include or be comparable to:</p> <ul style="list-style-type: none"> <li>▪ Cleaning &amp; Painting</li> <li>▪ Basic pick &amp; shovel civil operations</li> <li>▪ Rubbish removal &amp; Yard duties</li> <li>▪ Pulling cable under direct supervision of a tradesperson</li> <li>▪ Basic labouring</li> </ul>
<p><b>TRADES ASSISTANT – L2</b></p>	<p>In addition to those tasks outlined in Level 1, indicative tasks performed may include or be comparable to:</p> <ul style="list-style-type: none"> <li>▪ Cutting to length and/or installing ducting or other cable under the direction supervision of a tradesperson</li> <li>▪ Oil sample collecting</li> <li>▪ Exercising basic workshop or handy man skills</li> <li>▪ Small concreting and form work jobs.</li> </ul>
<p><b>TRADES ASSISTANT – L3</b></p>	<p>In addition to those tasks outlined in Level 2, indicative tasks may include or be comparable to:</p> <ul style="list-style-type: none"> <li>▪ Dogman duties</li> <li>▪ Heavy vehicle usage</li> <li>▪ Operation of lifting equipment</li> <li>▪ Store person.</li> </ul>
<p>4</p>	<ul style="list-style-type: none"> <li>▪ Store person (Crew Leader) who manages the operation of a store without supervision.</li> </ul>
<p>5</p>	<ul style="list-style-type: none"> <li>▪ Electrical Transmission Lineworker (Cert. III) or equivalent.</li> </ul>
<p>6</p>	<ul style="list-style-type: none"> <li>▪ An Employee with the ability to undertake lines maintenance &amp; construction work at a <b>Competent</b> level with a minimum of 12 months industry experience. This may include; <ul style="list-style-type: none"> <li>○ Condition assessment or General inspections of towers/structures/easements including the use of cameras to record &amp; complete defects &amp; plan corrective plans and/or,</li> <li>○ Assist with the repair &amp; return to service of lines &amp; hardware and/or,</li> <li>○ Ability to perform 2<sup>nd</sup> response availability to identify possible faults and/or,</li> <li>○ Ability to receive EAP's as an authorised Recipient.</li> </ul> </li> </ul>
<p>7</p>	<ul style="list-style-type: none"> <li>▪ An Employee with the ability to undertake lines maintenance &amp; construction work at an <b>Experienced</b> level with a minimum of 3 years industry experience. This may include; <ul style="list-style-type: none"> <li>○ Provide technical support &amp; advice to assist &amp; support the maintenance &amp; construction &amp; augmentation of lines &amp; easements including towers &amp; line hardware, overhead conductor, fibre optic cables &amp; easement maintenance and/or,</li> <li>○ Provide experienced skills in both condition assessment or general inspections of towers/structures/easements including the use of cameras to record &amp; complete defects &amp; plan corrective plans and/or,</li> <li>○ Maintenance &amp; construction of lines under outage conditions including repair &amp; hardware replacement in accordance with correct maintenance practises &amp; procedures.</li> </ul> </li> <li>▪ Issue/cancel work authorities. This may include; <ul style="list-style-type: none"> <li>○ Contractors' authority and/or,</li> <li>○ Live Line authority and/or,</li> <li>○ Permit to work.</li> </ul> </li> <li>▪ Ability to act as a Recipient in Charge and/or,</li> <li>▪ Slewing crane endorsement. (C6) upto 60T. This may include; <ul style="list-style-type: none"> <li>○ Understanding load charts and/or,</li> <li>○ Franna crane and/or,</li> <li>○ Vehicle loading cranes.</li> </ul> </li> <li>▪ TESMIC stringing &amp; winch machine.</li> </ul>
<p>7.5</p>	<ul style="list-style-type: none"> <li>▪ Limited Operator (apply/remove earths on behalf of operational authority under direct control of authorised on-site operator)</li> </ul>
<p>8</p>	<ul style="list-style-type: none"> <li>▪ An Employee with the ability to undertake lines maintenance &amp; construction work at a <b>Senior</b> level with a minimum of 5 years industry experience. This may include; <ul style="list-style-type: none"> <li>○ Provide technical expertise to other lines personnel &amp; other functional groups in supporting &amp; assisting the maintenance, construction &amp; augmentation of lines &amp; easements including towers &amp; line hardware, overhead conductor, fibre optic cables &amp; easement maintenance and/or,</li> <li>○ Provide Senior skills in both condition assessment or general inspections of towers/structures/easements including the use of cameras to record &amp; complete defects &amp; plan corrective plans and/or,</li> </ul> </li> <li>▪ Lines Operator (EAP) permit issue to work party.</li> <li>▪ Authority to apply for applications and/or,</li> <li>▪ Authority to issue &amp; cancel live-line authority (barehand) and/or,</li> <li>▪ Breakdown &amp; fault repair of lines including coordinating repair &amp; return to service of all lines following breakdowns or faults.</li> </ul>
<p>9</p>	<ul style="list-style-type: none"> <li>▪ Maintenance of lines under live line conditions. <ul style="list-style-type: none"> <li>○ Live Line Hot-stick methods and/or,</li> <li>○ Live Line Insulator washing (circuits &amp; stations) and/or,</li> <li>○ Live Line foreign object removal.</li> </ul> </li> </ul>
<p>10</p>	<ul style="list-style-type: none"> <li>▪ Maintenance of lines under live conditions - Bare Hand up to 500kv</li> </ul>
<p>11</p>	<ul style="list-style-type: none"> <li>▪ Team Leader</li> <li>▪ Project Leader</li> </ul>

## CABLE JOINTER

<p><b><u>TRADES ASSISTANT – L1 (Labourer)</u></b></p>	<p>Indicative tasks may include or be comparable to:</p> <ul style="list-style-type: none"> <li>▪ Cleaning &amp; Painting</li> <li>▪ Basic pick &amp; shovel civil operations</li> <li>▪ Rubbish removal &amp; Yard duties</li> <li>▪ Pulling cable under direct supervision of a tradesperson</li> <li>▪ Basic labouring</li> </ul>
<p><b><u>TRADES ASSISTANT – L2</u></b></p>	<p>In addition to those tasks outlined at Level 1, indicative tasks may include or be comparable to:</p> <ul style="list-style-type: none"> <li>▪ Oil sample collecting and/or,</li> <li>▪ Exercising basic workshop or handy man skills and/or,</li> <li>▪ Small concreting and form work jobs.</li> </ul>
<p><b><u>TRADES ASSISTANT – L3</u></b></p>	<p>In addition to those tasks outlined at Level 2, indicative tasks may include or be comparable to:</p> <ul style="list-style-type: none"> <li>▪ Heavy vehicle usage and/or,</li> <li>▪ Operation of lifting equipment and/or,</li> <li>▪ Store person.</li> </ul>
<p><b>4</b></p>	<ul style="list-style-type: none"> <li>▪ Store person who manages the operation of a store without supervision.</li> </ul>
<p><b>5</b></p>	<ul style="list-style-type: none"> <li>▪ Cable Jointer (Cert. III) or equivalent.</li> </ul>
<p><b>6</b></p>	
<p><b>7</b></p>	<ul style="list-style-type: none"> <li>▪ RSO Operator and/or,</li> <li>▪ Basic Underground cable testing &amp; fault finding and/or,</li> <li>▪ Paper Lead jointing.</li> </ul>
<p><b>8</b></p>	<ul style="list-style-type: none"> <li>▪ DSO Operator and/or DS Operator and/or,</li> <li>▪ Dual Trade and/or,</li> <li>▪ Specialist Primary Plant Jointing – Transformer breakdowns, Pit work in substations, HV Paper lead Jointing (Non-transition) and/or,</li> <li>▪ 66kV High Tension Cable Jointing additional training and/or,</li> <li>▪ Extra High Voltage jointing.</li> </ul>
<p><b>9</b></p>	<ul style="list-style-type: none"> <li>▪ ZSS operating and/or,</li> <li>▪ Oil filled Cable Jointing and repair and/or,</li> <li>▪ ZSS Operating with HV paper lead jointing and/or 66kV jointing and/or,</li> <li>▪ DSO and/or DS with HV paper lead jointing and/or 66kV jointing.</li> </ul>
<p><b>10</b></p>	<ul style="list-style-type: none"> <li>▪ TSF/TS Operator and/or,</li> <li>▪ Liaise with varying work groups to scope and plan works and/or,</li> </ul>
<p><b>11</b></p>	<ul style="list-style-type: none"> <li>▪ Team Leader and/or,</li> <li>▪ Project Leader and/or,</li> <li>▪ Onsite Project Supervisor</li> </ul>

## ELECTRICIAN / ELECTRICAL FITTER

<p><b>TRADES ASSISTANT – L1 (Labourer)</b></p>	<p>Indicative tasks may include or be comparable to:</p> <ul style="list-style-type: none"> <li>▪ Cleaning &amp; Painting</li> <li>▪ Basic pick &amp; shovel civil operations</li> <li>▪ Rubbish removal &amp; Yard duties</li> <li>▪ Pulling cable under direct supervision of a tradesperson a</li> <li>▪ Basic labouring</li> </ul>
<p><b>TRADES ASSISTANT – L2</b></p>	<p>In addition to those tasks outlined in Level 1, indicative tasks performed may include or be comparable to:</p> <ul style="list-style-type: none"> <li>▪ Cutting to length and/or installing ducting or other cable under the direction supervision of a tradesperson</li> <li>▪ Oil sample collecting</li> <li>▪ Exercising basic workshop or handy man skills</li> <li>▪ Small concreting and form work jobs.</li> </ul>
<p><b>TRADES ASSISTANT – L3</b></p>	<p>In addition to those tasks outlined in Level 2, indicative tasks may include or be comparable to:</p> <ul style="list-style-type: none"> <li>▪ Heavy vehicle usage and/or,</li> <li>▪ Operation of lifting equipment and/or,</li> <li>▪ Store person.</li> </ul>
<p><b>4</b></p>	<ul style="list-style-type: none"> <li>▪ Store person (Crew Leader) who manages the operation of a store without supervision.</li> </ul>
<p><b>5</b></p>	<ul style="list-style-type: none"> <li>▪ Electrician/Electrical fitter (Cert. III) or equivalent.</li> </ul>
<p><b>6</b></p>	<ul style="list-style-type: none"> <li>▪ <b>Part 1</b> - An employee shall have a minimum of 12 months industry experience, and be competent a combination of any three (3) of the below listed criteria:             <ul style="list-style-type: none"> <li>○ Maintenance and/or installation of SF6 circuit breakers, CTs, etc.</li> <li>○ Maintenance and/or installation of isolators and earth switches</li> <li>○ Maintenance and/or installation of batteries</li> <li>○ Network Authority with restrictions</li> <li>○ Fabrication of earthing systems</li> <li>○ Completion of apprenticeship in the industry</li> <li>○ Combination of any two HRW activities:                 <ul style="list-style-type: none"> <li>– Dogging, Forklift operations, EWP operations, Heavy Rigid Vehicle operations</li> </ul> </li> </ul> </li> </ul>
<p><b>7</b></p>	<ul style="list-style-type: none"> <li>▪ <b>Part 1</b> - RSO Operator, and/or,</li> <li>▪ LV Switching Authority and/or,</li> <li>▪ <b>Part 2</b> - An employee shall satisfy the criteria outlined for Level 6 - <b>Part 1</b>, &amp; have a minimum of three (3) years industry experience, and be competent in a combination of any three (3) of the below listed criteria:             <ul style="list-style-type: none"> <li>○ Work in a LIVE AC or DC environment (e.g., work done in control panels, circuit breaker cubicles, etc.)</li> <li>○ Preparing drawings and cable schedules</li> <li>○ Performing breakdown and fault repair of primary plant</li> <li>○ Network Authority without restrictions</li> <li>○ Performing oil sampling/testing</li> <li>○ Performing SF6 sampling/testing</li> <li>○ Rigging</li> </ul> </li> </ul>
<p><b>8</b></p>	<ul style="list-style-type: none"> <li>▪ <b>Part 1</b> - DSO Operator and/or DS Operator and/or,</li> <li>▪ <b>Part 2</b> - An employee shall satisfy the criteria outlined in Level 7 – <b>Part 2</b>, &amp; have a minimum of 5 years (5) industry experience, and be competent in a combination of any three (3) of the below listed criteria:             <ul style="list-style-type: none"> <li>○ Submit work reports</li> <li>○ Operating oil processing equipment</li> <li>○ Operating SF6 processing equipment</li> <li>○ Applying for access authorities/notifications</li> <li>○ Contractor supervision</li> <li>○ CV, CN, C2 or C6 operations inside a switchyard</li> <li>○ Organising and preparing for cutovers</li> <li>○ Performing station inspections</li> </ul> </li> </ul>
<p><b>9</b></p>	<ul style="list-style-type: none"> <li>▪ ZSS Operating, and/or;</li> <li>▪ An employee shall satisfy the criteria outlined in Level 8 - <b>Part 2</b> &amp; have a minimum of seven years (7) industry experience, and be competent in:             <ul style="list-style-type: none"> <li>○ Intermediate Rigging in relation to the dismantling of primary plant and equipment, and/or;</li> <li>○ Demonstrating a comprehensive knowledge and understanding of the operating principles of the systems and equipment on which the Employee is required to carry out the task.</li> </ul> </li> </ul>
<p><b>10</b></p>	<ul style="list-style-type: none"> <li>▪ TSF/TS Operator</li> </ul>
<p><b>11</b></p>	<ul style="list-style-type: none"> <li>▪ Team Leader and/or,</li> <li>▪ Project Leader.</li> </ul>

## TECHNICAL OFFICER (TESTERS)

<b>Technical Officer 1</b>	An employee who has successfully completed a Technical Officer traineeship and “Diploma of Electrical Power Systems” or equivalent. Additionally, a level TO1 employee is expected to be able to assume the responsibilities as outlined in Technical Officer Classification structure document.
<b>Technical Officer 2</b>	In addition to undertaking work at a Technical Officer Grade 1, a Technical Officer 2 employee is expected to provide undertake the following responsibilities as outlined in Technical Officer Classification structure document.
<b>Technical Officer 3</b>	In addition to undertaking work at a Technical Officer Grade 2, a Technical Officer 3 employee is expected to provide undertake the following responsibilities as outlined in Technical Officer Classification structure document.
<b>Technical Officer 4</b>	In addition to undertaking work at a Technical Officer Grade 3, a Technical Officer 4 employee is expected to provide undertake the following responsibilities as outlined in Technical Officer Classification structure document.
<b>Technical Officer 5</b>	In addition to undertaking work at a Technical Officer Grade 4, a Technical Officer 5 employee is expected to provide undertake the following responsibilities as outlined in Technical Officer Classification structure document.
<b>Senior Technical Officer 1</b>	In addition to undertaking work at a Technical Officer Grade 5, an STO 1 employee is expected to provide undertake the following responsibilities as outlined in Technical Officer Classification structure document.
<b>Senior Technical Officer 2</b>	In addition to undertaking work at a STO 1, an STO 2 employee is expected to provide undertake the following responsibilities as outlined in Technical Officer Classification structure document.
<b>Senior Technical Officer 3</b>	In addition to undertaking work at a STO 2, an STO 3 employee is expected to provide undertake the following responsibilities as outlined in Technical Officer Classification structure document.
<b>Senior Technical Officer 4</b>	In addition to undertaking work at a STO 3, an STO 4 employee is expected to provide undertake the following responsibilities as outlined in Technical Officer Classification structure document.
<b>Senior Technical Officer 5</b>	In addition to undertaking work at a STO 4 and Level 10 Team Leader, an STO 5 employee is expected to provide undertake the following responsibilities as outlined in Technical Officer Classification structure document.

Technical Officer Classification structure can be amended from time to time by agreement from both employer and the majority affected employee’s.

## ASSET INSPECTORS.

Level 1	Trainee Asset Inspector (during three-month probation period)
Level 2	Trainee Asset Inspector (post three-month probation period)
Level 3	Asset Inspector
Level 4	Senior Asset Inspector – At the appointment by the employer, an Asset Inspector who is required to undertake supervisory and/or planning functions of a more complex nature including the management of projects.

## PERU / CRANE OPERATORS

Level 1	<ul style="list-style-type: none"> <li>Basic Labouring – New entrant with NO experience or required industry skills to perform the role including C2 Licence, Heavy Combination Licence, VESI Training.</li> </ul>
Level 2	<ul style="list-style-type: none"> <li>Trainee Multiskilled Operator under FULL supervision – Holds all licences including Heavy Combination Licence, C2 Licence, Excavator Licence, PIW Licence, VESI Trained, yet not deemed competent to complete jobs without being under the direction of a competent person.</li> </ul>
Level 3	<ul style="list-style-type: none"> <li>Trainee Multiskilled Operator under PARTIAL supervision – Holds all licences, and is deemed competent enough to complete certain jobs within their capabilities i.e. holding poles with PERU, Pole changes under supervision, operating Hydro Unit in conjunction with Rockdrill and vice versa.</li> </ul>
Level 4	<ul style="list-style-type: none"> <li>Multiskilled Operator – Deemed competent to operate equipment including PERU, Rock Drill, Hydro Unit, and/or Excavator without supervision (Except Live HV conditions)</li> </ul>
Level 5	<ul style="list-style-type: none"> <li>Multiskilled Operator – Deemed competent to operate equipment including PERU, Rock Drill, Hydro Unit, and/or Excavator without supervision (Including Live HV conditions)</li> </ul>
Level 6	<ul style="list-style-type: none"> <li>Multiskilled Operator / Manager of Plant Maintenance / Leading Hand – Deemed competent to operate equipment including PERU, Rock Drill, Hydro Unit, and/or Excavator without supervision (Including Live HV conditions). Also manages and directs employees on plant maintenance requirements.</li> </ul>

## APPENDIX B – WAGE RATES

- a) As some of the increases below are stated to apply prior to the date of operation of this Agreement, in the first pay period after this Agreement comes into operation, employees shall receive a payment equivalent to the difference between what they did receive and what they would have received for wages if this Agreement had come into operation immediately prior to the date of the first wage increase set out below.
- b) Employees covered by this Agreement will be paid at the wage rates which are set out below and will increase from the first pay period after the dates set out below (The wage rates set out below will apply as a minimum). The Parties agree that the wage rates below incorporate the following all-purpose allowances:
- I. travel allowance;
  - II. attendance pay;
  - III. annual leave loading;
  - IV. Electrical Distribution and Transmission Industry Allowance; and
  - V. Tool Allowance.

### Distribution & Transmission Lineworker / Cable Jointers / Electrician & Electrical fitter rates

Level	1/9/23	1/3/24	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Level 1	\$48.39	\$49.48	\$50.59	\$51.73	\$52.89	\$53.95	\$55.03
Level 2	\$49.76	\$50.88	\$52.02	\$53.19	\$54.39	\$55.48	\$56.59
Level 3	\$53.13	\$54.33	\$55.55	\$56.80	\$58.08	\$59.24	\$60.42
Level 4	\$55.49	\$56.74	\$58.02	\$59.32	\$60.66	\$61.87	\$63.11
Level 5	\$57.77	\$59.07	\$60.40	\$61.76	\$63.15	\$64.41	\$65.70
Level 6	\$61.15	\$62.53	\$63.93	\$65.37	\$66.84	\$68.18	\$69.54
Level 7	\$62.19	\$63.59	\$65.02	\$66.48	\$67.97	\$69.34	\$70.73
Level 7.5	\$64.21	\$65.65	\$67.13	\$68.64	\$70.19	\$71.59	\$73.02
Level 8	\$66.92	\$68.43	\$69.97	\$71.54	\$73.15	\$74.61	\$76.10
Level 9	\$68.72	\$70.27	\$71.85	\$73.46	\$75.12	\$76.62	\$78.15
Level 10	\$70.81	\$72.40	\$74.03	\$75.70	\$77.40	\$78.95	\$80.53
Level 11	\$71.93	\$73.55	\$75.20	\$76.90	\$78.63	\$80.20	\$81.80



**DISTRIBUTION & TRANSMISSION LINeworker / Cable Jointers /  
Electrician & Electrical Fitter Apprentices Rates.**

Level	1/9/23	1/3/24	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Apprentice Year 1	\$31.03	\$31.73	\$32.44	\$33.17	\$33.92	\$34.60	\$35.29
Apprentice Year 2	\$35.58	\$36.38	\$37.20	\$38.04	\$38.89	\$39.67	\$40.46
Apprentice Year 3	\$43.56	\$44.54	\$45.54	\$46.57	\$47.61	\$48.57	\$49.54
Apprentice Year 4	\$51.82	\$52.99	\$54.18	\$55.40	\$56.64	\$57.78	\$58.93

Level	1/9/23	1/3/24	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Adult Apprentice Year 1	\$48.18	\$49.26	\$50.37	\$51.51	\$52.66	\$53.72	\$54.79
Adult Apprentice Year 2	\$49.76	\$50.88	\$52.02	\$53.19	\$54.39	\$55.47	\$56.59
Adult Apprentice Year 3	\$53.13	\$54.33	\$55.55	\$56.80	\$58.08	\$59.24	\$60.42
Adult Apprentice Year 4	\$54.63	\$55.86	\$57.12	\$58.40	\$59.72	\$60.91	\$62.13

**TECHNICAL OFFICER (TESTER) RATES**

Tester Level	1/9/23	1/3/24	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Technical Officer Level 1	\$59.38	\$60.72	\$62.08	\$63.48	\$64.91	\$66.21	\$67.53
Technical Officer Level 2	\$63.44	\$64.87	\$66.33	\$67.82	\$69.35	\$70.73	\$72.15
Technical Officer Level 3	\$67.48	\$69.00	\$70.55	\$72.14	\$73.76	\$75.24	\$76.74
Technical Officer Level 4	\$69.20	\$70.76	\$72.35	\$73.98	\$75.64	\$77.15	\$78.70
Technical Officer Level 5	\$70.09	\$71.67	\$73.28	\$74.93	\$76.61	\$78.15	\$79.71
Senior Technical Officer Level 1	\$73.67	\$75.33	\$77.02	\$78.76	\$80.53	\$82.14	\$83.78
Senior Technical Officer Level 2	\$75.33	\$77.02	\$78.76	\$80.53	\$82.34	\$83.99	\$85.67
Senior Technical Officer Level 3	\$76.95	\$78.68	\$80.45	\$82.26	\$84.11	\$85.79	\$87.51
Senior Technical Officer Level 4	\$78.63	\$80.40	\$82.21	\$84.06	\$85.95	\$87.67	\$89.42
Senior Technical Officer Level 5	\$84.33	\$86.23	\$88.17	\$90.15	\$92.18	\$94.03	\$95.91

**TRAINEE TECHNICAL OFFICER (TESTER) RATES.**

Level	1/9/23	1/3/24	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Trainee tester 1 <sup>st</sup> year	\$35.08	\$35.87	\$36.68	\$37.50	\$38.35	\$39.11	\$39.89
Trainee tester 2 <sup>nd</sup> year	\$39.90	\$40.80	\$41.72	\$42.65	\$43.61	\$44.49	\$45.38
Trainee tester 3 <sup>rd</sup> year	\$44.67	\$45.67	\$46.70	\$47.75	\$48.83	\$49.80	\$50.80
Trainee tester 4 <sup>th</sup> year	\$51.63	\$52.79	\$53.98	\$55.19	\$56.44	\$57.56	\$58.72

**ASSET INSPECTOR RATES.**

Level	1/9/23	1/3/24	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Level 1	\$49.18	\$50.29	\$51.42	\$52.57	\$53.76	\$54.83	\$55.93
Level 2	\$52.90	\$54.09	\$55.31	\$56.55	\$57.82	\$58.98	\$60.16
Level 3	\$55.49	\$56.74	\$58.02	\$59.32	\$60.66	\$61.87	\$63.11
Level 4	\$55.89	\$57.15	\$58.43	\$59.75	\$61.09	\$62.31	\$63.56

**PERU / CRANE OPERATOR RATES.**

Level	1/9/23	1/3/24	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Level 1	\$47.44	\$48.51	\$49.60	\$50.71	\$51.86	\$52.89	\$53.96
Level 2	\$47.75	\$48.82	\$49.92	\$51.05	\$52.19	\$53.24	\$54.30
Level 3	\$48.73	\$49.83	\$50.94	\$52.09	\$53.27	\$54.33	\$55.42
Level 4	\$50.41	\$51.54	\$52.70	\$53.89	\$55.10	\$56.20	\$57.33
Level 5	\$53.81	\$55.02	\$56.26	\$57.52	\$58.82	\$60.00	\$61.19
Level 6	\$55.19	\$56.43	\$57.70	\$59.00	\$60.33	\$61.53	\$62.76

## APPENDIX C – ALLOWANCES

### 1.1. URGENT EVENT ALLOWANCE

- a) The Company's OHS policies continue to apply to working in adverse weather, being situations where work is required either in heat in excess of 36 degrees, or in rain that wets an employee's clothes through their PPE wet weather gear
- b) For the purposes of this clause an urgent event shall include circumstances such as loss of supply, or risk to public health and safety and/or returning the network to system normal. The following examples below shall be observed as "urgent events".

URGENT EVENTS	
Car Into Pole	Underground Fault
Electric Shock	Wire Down
Pole Down	All Supply Failure
Broken Hardware	Dim Lights
Pole Fire	Intermittent Supply
Other Fire (House)	Part Supply Failure
Emergency Services Call	Returning System back to normal (faults & planned)

- c) An emergency work roster may be arranged locally whereby available labour is rostered as far as possible on an equal basis and additional labour will be sought as necessary.
- d) An allowance will be paid in recognition of the requirement to restore supply in such urgent events where adverse weather conditions impact work.
- e) The allowance will be paid in an event:
  - I. When the work is in an urgent event as defined in the table above and the Manager (or their delegate) confirms that work should proceed; and
  - II. Where work crews are/have been directed by their supervisor or manager (or their delegate) to work, without respite from the conditions set out below,
  - III. in heat in excess of 36 degrees; and/or
  - IV. where work is performed for 45 minutes in rain that wets an employee's clothes through their PPE; and/or
- f) Employees who have worked in adverse weather and have had their clothes wet through as a result, continue to be considered to be working in adverse weather until they change into dry clothes, Employees are expected to utilise their PPE and as soon as practicable to change into dry clothes.

g) The weather conditions in operating areas will be verified using observation by the relevant employees, Site Manager/Supervisor of the adverse conditions and supplemented by external verifications such as the local BOM reports

h) The Allowance will be paid as per table below:

	Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Up to the first 8 hours	\$232.92	\$238.17	\$243.53	\$249.00	\$253.98	\$259.06
For any time after the first 8 hours	\$116.45	\$119.07	\$121.75	\$124.49	\$126.98	\$129.53

i) The allowance applies to any continuous period the employee is at work and is compensation for the total time during that period at work that the employee works in adverse conditions. The period of time the allowance applies to is not broken by the completion of ordinary hours, the commencement of overtime penalties or passing into another calendar day. Provided that where employees on availability or call back are required to return to work, any remaining part of a previous 8-hour period will apply before any further payment is made.

j) In the event of wet weather should an employee change into dry clothes during the 8-hour period, the balance of that 8 hour payment will carry over to any further instance of adverse weather in that work period.

### 1.2. Electrician’s Licence allowance (A Grade)

a) Employees who are required to utilise the ‘E’ Class License (formerly ‘UN’ or ‘A’ Grade License) shall receive an ‘all purpose’ weekly allowance as set out in the below table.

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$83.71	\$85.60	\$87.52	\$89.49	\$91.28	\$93.11

### 1.3. Nominee Allowance

a) An “A” Grade Licensed Electrical Mechanic who acts as a nominee for an Electrical Contractor shall receive an ‘all-purpose’ weekly allowance as set out in the below table.

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$108.93	\$111.38	\$113.88	\$116.45	\$118.77	\$121.15

#### 1.4. High Voltage Tower allowance

- a) Employees while working on High Voltage Towers shall be paid a flat rate weekly allowance as set out in the table below.

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$56.96	\$58.25	\$59.56	\$60.90	\$62.11	\$63.36

#### 1.5. Towers allowance

- a) Employees while working on Towers shall be paid a flat rate hourly allowance as set out in the table below.

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$0.96	\$0.98	\$1.00	\$1.03	\$1.05	\$1.07

#### 1.6. Crane Driver operating under High Voltage (HV) live line technique

- a) An Employee who does not hold authorisation to work on HV live lines by virtue of their trade and who works as crane driver under HV live line technique trained and authorised will receive a daily allowance as set out in the table below

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$32.08	\$32.80	\$33.54	\$34.29	\$34.98	\$35.68

#### 1.7. First aid allowance

- a) 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 will be paid the weekly allowance as set out in the table below if the employee is appointed by the Employer to perform first aid duty.

	Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Level 2	\$36.78	\$37.61	\$38.45	\$39.32	\$40.10	\$40.91
Level 3	\$49.02	\$50.12	\$51.25	\$52.40	\$53.45	\$54.52

**1.8. Responsible Persons, Worksite & Crew Leader Allowance.**

- a) Every job site of up to two employees (direct employees of the Employer or any 3rd party labour engaged by the Employer) shall have a nominated person who performs the role of Responsible Person.
- b) For any site of 3 and up to 10 employees (direct employees of the Employer or any 3rd party labour engaged by the Employer), shall have a nominated person who performs the role of Worksite Leader. An Employee performing the role of Worksite Leader as set out within this agreement shall be paid the relevant all-purpose hourly allowance as set out in the table below.
- c) For any site of 11 or more Employees (direct employees of the Employer or any 3rd party labour engaged by the Employer), shall have a nominated person who performs the role of Crew Leader. In addition to a Permanent Crew Leader, each worksite/location shall have a Permanent Worksite Leader (e.g. where multiple worksites/location form part of one job, then each worksite/location shall have a Permanent Worksite Leader on that site at all times). An Employee performing the role of Crew Leader as set out within this agreement shall be paid the relevant all-purpose hourly allowance as set out in the table below.
- d) An Employee who is appointed to the role of a Permanent Worksite & Crew Leader but at times performs the role requiring a Responsible Person shall receive the higher allowance for times performing such role e.g. when on faults, metering & servicing etc. An Employee who is appointed to the role of a responsible person who steps into the role of Worksite & Crew Leader for a temporary period of time shall receive the higher allowance.
- e) As some of the increases below are stated to apply prior to the date of operation of this Agreement, in the first pay period after this Agreement comes into operation, employees shall receive a payment equivalent to the difference between what they did receive and what they would have received if this Agreement had come into operation immediately prior to the date of the first wage increase set out below.

	1/9/23	1/3/24	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Worksite Leaders	\$5.80	\$5.93	\$6.06	\$6.20	\$6.34	\$6.47	\$6.60
Crew Leaders	\$8.90	\$9.10	\$9.30	\$9.51	\$9.73	\$9.92	\$10.12

**1.9. Temporary Worksite & Crew Leader Allowance.**

- a) For employees who meet the requirements of clause 16.10 within this agreement and are required to perform the role of a Temporary Worksite Leader or Crew Leader shall be paid the relevant all-purpose hourly allowance as set out in the table below.

	Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Worksite Leaders	\$5.93	\$6.06	\$6.20	\$6.34	\$6.47	\$6.60
Crew Leaders	\$9.10	\$9.30	\$9.51	\$9.73	\$9.92	\$10.12

**1.10. Service Increment allowance**

- a) After one year’s continuous service with the same Employer, an employee may be granted (\*) an all-purpose allowance per week as set out in the below table.
- b) After three years’ continuous service with the same Employer, an employee may be granted (\*) an all-purpose allowance per week as set out in the below table.
- c) After five years’ continuous service with the same Employer, an employee may be granted (\*) an all-purpose allowance per week as set out in the below table.
- d) After seven years’ continuous service with the same Employer, an employee may be granted (\*) an all-purpose allowance per week as set out in the below table.
- e) After ten years’ continuous service with the same Employer, an employee may be granted (\*) an all-purpose allowance per week as set out in the below table.
- f) The allowance amounts are as set out in the table below

	Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
After 1 year	\$2.46	\$2.52	\$2.58	\$2.63	\$2.69	\$2.74
After 3 years	\$5.17	\$5.29	\$5.41	\$5.53	\$5.64	\$5.75
After 5 years	\$10.31	\$10.54	\$10.78	\$11.02	\$11.24	\$11.46
After 7 years	\$15.76	\$16.11	\$16.47	\$16.84	\$17.18	\$17.52
After 10 years	\$21.19	\$21.66	\$22.15	\$22.65	\$23.10	\$23.56

**1.11. Meal Allowance**

- a) An employee required to work overtime for two or more hours without being notified on the previous day or earlier that the employee will be required to work shall be paid the amount set out within this clause for the first meal and for each subsequent meal (due once 4 hours is worked and every 4 hours after previous meal).
- b) An Employee who is required to work overtime for at least two hours before or after working ordinary working hours shall receive a meal allowance. At a further 2 hours of overtime a further meal allowance will be paid. At a further 4 hours (and after each subsequent four hours) the Employee shall receive a further meal allowance.
- c) Where an Employee who is required to return to work outside ordinary hours, on a Saturday, Sunday, Public Holiday, rostered day off and is to continue at the fourth hour (and at each subsequent four hours) shall receive a meal allowance.
- d) The Meal Allowance amount is \$35.65 & will be adjusted each year in line with the ATO determinations.

**1.12. Motor Vehicle**

- a) Employees who in the service of their Employer use their own vehicles at the request of their Employer shall be paid the amount per kilometre per day as set out in the table below.

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$1.45	\$1.48	\$1.52	\$1.55	\$1.58	\$1.61

**1.13. Loss of Tools allowance**

- a) An employee shall be reimbursed by the Employer to a value as set out in the table below, for loss of tools by fire or theft whilst the tools are securely stored at the Employer’s direction in a room, vehicle or building on the Employer’s premises, job or workshop or in a lock-up as provided or if the tools are stolen whilst being transported by the employee at the Employer’s direction in an Employer supplied vehicle or if the tools are lost or stolen during an employee’s absence after leaving the job because of injury or illness. This shall not apply if the Employer provides Employees tools inline with this agreement. This shall not apply if the correct police reports and Statutory Declarations relating to the tools that were actually stolen and the details of the incident are not completed or if proper care and attention is not shown with respect to secure storage and maintenance of tools.

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$3,026.88	\$3,094.98	\$3,164.62	\$3,235.82	\$3,300.54	\$3,366.55



**1.14. 66KV sticks allowance**

- a) An employee who holds their 66KV sticking qualification will receive a flat daily allowance as set out in the table below.

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$57.25	\$58.54	\$59.85	\$61.20	\$62.43	\$63.67

**1.15. Limited inspection allowance**

- a) Employees who carry out limited inspections will receive a flat daily allowance as set out in the table below.

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$16.03	\$16.39	\$16.76	\$17.14	\$17.48	\$17.83

**1.16. Pick & Carry Crane (Franna or similar) allowance**

- a) An Employee who is required by the Employer to have responsibility for the operation of a Pick & Carry Crane (Franna or similar) on a particular day will be paid a flat daily allowance as set out in the below table for each day he/she is required to have such responsibility.

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$21.64	\$22.12	\$22.62	\$23.13	\$23.59	\$24.06

**1.17. Altitude allowance**

- a) An Employee engaged on any work 1500 meters above sea level shall be paid the hourly flat allowance as set out in the table below where mutually agreed between the Employer and the Employee. However, if no agreement is reached work shall continue as directed.

Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
\$0.22	\$0.23	\$0.24	\$0.24	\$0.25	\$0.25

## APPENDIX D – SITE ALLOWANCE

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### 1.1. APPLICATION:

- a) This Appendix will apply throughout the State of Victoria (unless otherwise stated) to all On-Site Work on Building and Construction Projects, excluding projects in the Cottage/Housing Industry.

### 1.2. Building and Construction Project means:

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

#### but does not include:

- I. any of the following activities in an existing building/structure at an establishment where products are being manufactured or services rendered:
  - general installations of plant and equipment, unless in conjunction with a construction project); and/or
  - maintenance of plant and equipment; and/or
  - capital project work within existing plant facilities, maintenance and/or revamp work, plant modifications and/or shutdown work;
- II. work performed in the Cottage Sector;
- III. work performed in the Employer's Workshop which is not on a construction site.
- IV. Construction projects where the sole purpose of that construction project is the creation or refurbishment of electrical power industry infrastructure (e.g. substations, Overhead & underground).

In order to be paid any site allowance:

- I. the Employee must have been required to and has completed the relevant site induction in respect of which the allowance is claimed; and/or
- II. the Employee must have been required to perform On-Site Work on a Building and Construction Project, as those terms are defined.

### 1.3. On-Site Work means:

- a) Work performed by an Employee on a Building and Construction Project site (excluding maintenance work); or
- b) Work performed by an Employee outside the site boundary but at or within the first connection point, which work is performed as a consequence of a Building and Construction Project.

#### 1.4. Building and Construction Project Site Allowance Procedure

- a) This procedure shall apply to building and construction projects, excluding any Building and Construction Project where the total project value is below \$5 million.
- b) The applicable Site Allowance shall be determined either by:
  - I. if the project is contained within the City of Melbourne as defined in this clause; or
  - II. the amount contained in sub clause 1.5
- c) A Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project. The Site Allowances in this clause are to be adjusted annually in line with CPI movements.
- d) City of Melbourne (as defined in this clause):
  - I. New Projects.**
    - 5.7m to \$289.1m - \$5.00 per hour worked
    - Over \$289.1m - as per New Projects Victoria (sub clause 1.5)
  - II. Renovations, Restoration &/or Refurbishment work.**
    - \$ 3.75 per hour worked.
- e) The Site Allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all Employees on the project.

#### 1.5. New Projects Victoria

Project Value \$ Million	Site Allowance \$ per Hour
\$5.7 – 34.7 million	\$2.85
\$34.7 – 58 million	\$3.50
\$58 – 115.6 million	\$4.00
\$115.6 – 289.1 million	\$4.60
\$289.1 – 462.5 million	\$5.20
\$462.5 million – 1,156 million	\$5.75
For projects above \$1,156 million, there shall be an increment in site allowance of 10 cents per additional \$100m or part thereof.	

- f) All new Docklands projects are to be in accordance with the new scale of Site Allowances
- g) The Rates shall be reviewed no later than 30 September of each year, and thereafter for each subsequent year of the Agreement taking account of the CPI movement and the economic circumstances prevailing in the industry at that time.

- h) The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000,
- i) In all cases where the parties fail to reach agreement on the project value for the purpose of determining the Project Site Allowance to apply to a particular site or project, then such disagreement shall be referred to the Disputes Board for determination in accordance with the disputes procedure of this Agreement. If necessary to ensure National Code compliance, the parties will vary this Agreement to give effect to the determination of the Disputes Board.
- j) In determining the project value, the Disputes Board Chairperson shall have regard to the Site Allowance Guidelines and shall not deviate from these Guidelines unless there are special and exceptional circumstances. Where the procedures prescribed by this Clause are being followed, work shall continue normally. In the event of Employees taking Industrial action in pursuance of a claim the date of operation of the Project Site Allowance shall not commence before the date on which the Employees cease industrial action.
- k) This Clause shall not apply to projects which qualify under the Shopping Centre Agreement.
- l) City of Melbourne Boundaries: For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the "City of Melbourne" are defined as follows:
  - I. Commencing at the point where CityLink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, MacArthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade, In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevard and following the water line to Lorimer Street, and then east along Lorimer Street as far as CityLink (Western Link). Follow CityLink north to Racecourse Road to complete the boundary.
  - II. The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street and Alexandra Parade.
  - III. Where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

#### **1.6. Melbourne Airport**

- a) All new construction and extension / refurbishment work at Melbourne Airport having a project value in excess of \$2.9 million will attract, for each and every hour worked on-site the current City of Melbourne Site Allowance as provided in this clause above plus an additional 15c per hour.

#### **1.7. Civil Road Construction**

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

## 1.8. Shopping Centres

- a) The provisions that apply to construction shall apply to “Shopping Centres” (as defined) with the following variations.
- b) All new construction and extension/refurbishment work of shopping centres, retail strip shops and stand-alone retail facilities having a project value in excess of \$3 million will attract the then current City of Melbourne Site Allowance.
- c) This subclause applies only to projects where the retail component is at least \$3 million and occupies at least 51% of the area of the project

## 1.9. Fast Food Allowance:

- a) A site allowance as set out in the table below per hour will be paid on all fast food construction and on refurbishment with a building permit value in excess of the amounts set out in the table below, provided that a site allowance in accordance with sub-clauses 1.5 will be paid on projects with a project value in excess of \$3 million.

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

## 1.10. Major Infrastructure Projects:

- a) For employees performing work on or associated with the following projects Shall receive the allowances below
  - I. North East Link
  - II. Westgate Tunnel
  - III. Airport Rail Link
  - IV. Suburban Rail Loop

### Site Allowance

- a) Site allowance will be paid to employees at a flat hourly rate for all hours worked on site, including RDOs, at the following rate in lieu of the amount that would otherwise be provided by clause 1.5 of this Appendix:
  - I. From the first pay period commencing on or after 1 March 2024 \$10.75 per hour

### Special Project Productivity Allowance

- a) An all-purpose special project productivity allowance will be paid to employees per hour at the following rate:
  - I. From the first pay period commencing on or after 1 March 2023 \$4.00 per hour

## APPENDIX E – TOOLS

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- a) Upon commencing with the Employer, the Employer shall provide Employees with the applicable tools within this Appendix. The Employer shall replace them on a fair wear & tear basis.
- b) All tools outside of the lists within this Appendix shall be provided by the Employer. Further any Industry specific tools required to perform the work covered by this agreement shall be provided by the Employer.
- c) Where an Employee has provided tools required to perform the work covered by this agreement & such tools are lost/damaged by fire or theft whilst the tools are securely stored at the Employer's direction in a room, vehicle or building on the Employer's premises, job or workshop or in a lock-up as provided or if the tools are stolen whilst being transported by the employee at the Employer's direction in an Employer supplied vehicle or if the tools are lost or stolen during an employee's absence after leaving the job because of injury or illness, then the affected Employee/s shall be reimbursed the amount set out in clause APPENDIX C – ALLOWANCES.

### LINESMAN TOOL KIT

ITEM #	ITEM
1	Linesman's Dilly Bag (Pouch Style)
2	Fold up Knife
3	Hammer, Carpenters Claw
4	Pointy Nose Pliers
5	Side Cutters
6	Pliers Combination
7	Klein Cutters
8	Rule, folding plastic linesman's (imperial/metric)
9	Red Handle Screwdriver 150 + 5mm
10	Screwdriver, general purpose 150 + 8mm
11	Screwdriver, general purpose 100 + 5mm
12	Phillips head screwdriver 150 + 8mm
13	Phillips head screwdriver 100 + 5mm
14	Screwdriver, general purpose 200 + 10mm
15	200mm Shifting Spanner
16	300mm Shifting Spanner
17	375mm Shifting Spanner
18	Ring spanner 13/10mm
19	Ring spanner 19/17mm
20	Connector spanner & Backing plate
21	Tool Box (Metal)
22	Hacksaw
23	Engineers Hammer
24	Allen Keys
25	Service Tap Clamp screwdriver
26	Wood Chisel

## JOINTER TOOL KIT

ITEM #	ITEM
1	Shifting spanner 100mm, 200mm, 300mm
2	Ring/open end spanners: 8,10,12,13,14,15,16, 17,18,19,20,21 metric
3	Screwdrivers: 120mm, 200mm, Phillips Head
4	Screwdrivers: 100mm, 150mm, 200mm Flat
5	Engineers Hammer Med
6	Claw hammer
7	Knife
8	Hacksaw: 300mm
9	Foldable rule: plastic, 1 m
10	Electricians pliers
11	Side cutters
12	Multigrips
13	Rasp 1/2 round or rat tail file

## ELECTRICAL FITTERS / ELECTRICIANS TOOL KIT

ITEM #	ITEM
1	Shifting spanner 100mm, 200mm, 300mm
2	Ring spanners: 8/9,10/11,12/13,14/15,16/17, 18/19 metric 3/16-1/4, 5/16-3/8, 1/2-9/16, 5/8-11/16, 3/4-13/16 imp
3	Claw hammer
4	Engineer's hammer, medium
5	Foldable rule: plastic, Imp
6	Tape measure: 8m steel
7	Hacksaw: 300mm
8	Square engineers: 300mm
9	Scriber
10	Centre punch
11	Electrician's pliers
12	Side cutters
13	Long nose pliers
14	Multigrips
15	Cold chisel: medium
16	Screwdrivers: 100mm, 150mm, 200mm, 250mm Phillips
17	Screwdrivers: 100mm, 150mm, 200mm, 250mm, 300mm Flat

## TECHNICAL OFFICER'S (TESTERS) TOOL LIST

ITEM #	ITEM
1	Rugged Laptop with backpack (cordless mouse & Headset)
2	Drill (Milwaukee or similar) with ½ "Impact driver & ¼" impact driver with ¼ inch Hex impact driver set
3	Vacuum Cleaner
4	Reciprocating Saw
5	125mm Grinder
6	LED area light
7	Rechargeable Hard Hat Headlamp kit
8	Cable locating probe/spike – Gas industry unit (Insulated handles)
9	Fluke Multimeter -with flexible Current lead
10	Fluke with Current clamp
11	IR Tester (Megger 10KV)
12	FLIRT – Fault Location Insulation resistance tester
13	Stanley Screwdriver set with jeweller's screwdrivers
14	Deep socket set (Metric) – 10mm to 24 mm
15	52-piece Socket set
16	Shifting spanner 100mm, 200mm 300mm
17	Ring / open spanners 8, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20,
18	Claw hammer
19	Knife - foldable
20	Hacksaw
21	Foldable ruler: plastic, 1 metre
22	Electricians' pliers
23	Side cutters
24	Electricians screwdriver
25	Long nose pliers
26	Drill bits
27	Ratchet cutters
28	Klein cutters
29	Allen keys – metric and Whitworth
30	Torque wrench
31	Blue / Red spanner
32	Leather dilly bag



## **APPENDIX F – TRAVELLING AWAY FROM HOME**

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### **1.1. Travelling away from home.**

- a) This Appendix applies to employees who are required to remain away from home for the purposes of work, training or any other work-related purpose (herein referred to as “TAH”).
- b) An employee will receive TAH allowance in instances that the Employer & OH&S Representative determines work to warrant TAH arrangements and/or when considering the time between the Employee’s depot and/or home and the worksite and the required daily working hours, it is unreasonable for an employee to travel home each night.
- c) The Employer is committed to provide an agreed standard of support, workplace amenities and living conditions for those personnel who are TAH.

### **1.2. TAH allowance.**

- a) Employees who are TAH shall be entitled to a daily allowance, relevant to the actual location of the TAH and in accordance with the applicable tables contained in the Australian Taxation Office determination TD2023/3. The Employer will adjust the allowances in accordance with any subsequent ATO determinations in relation to the same subject matter. If the ATO ceases making such determinations, either party may refer the matter to FWC to arbitrate any future adjustments taking into account relevant matters. An Employee shall receive the relevant meals & incidentals in accordance with the Australian Taxation Office determination TD2023/3 for travel days to and/or from the location of TAH.
- b) A copy of the tables/adjusted amounts shall be made accessible to the employees upon request and also at each time there is a change.
- c) In the event of any inconsistency between this Appendix and the Agreement the provisions of this appendix will apply.
- d) An employee may elect for the employer to provide accommodation & the relevant daily meal & incidentals contained in the Australian Taxation Office determination TD2023/3.

### **1.3. Allowances**

- a) If requested, all allowances will be paid to employees in their pay prior to them leaving their depot to work away so as not to be out of pocket.
- b) The Employer will notify the Union in writing about any Site Agreements that will apply to those employees on specific projects and will ensure that those employees will receive all entitlements under those agreements, in addition to those in this Agreement.

### **1.4. Laundry**

- a) For employees required to work away for continuous periods greater than seven days and are working six out of the seven days without return travel home, laundry services will be arranged or provided for the work team.

### **1.5. Hours of work**

- a) RDO's must be accrued during these periods of TAH.

### **1.6. Distance travel**

- a) Travel to and from home and TAH accommodation for the purposes of TAH work
  - I. All time spent travelling to and from TAH work areas shall be paid as time worked and paid at the appropriate hourly rate e.g. single time, double time.
- b) Travel whilst working on TAH
  - I. Subject to the following conditions, Employees shall also be paid excess travel time for time travelling from where the employee resides whilst TAH and the work site. e.g. To/from the Motel and site location.
  - II. Excess travel shall be paid in the following circumstances:
    - Suitable accommodation does not exist within 30 minutes; or
    - Suitable accommodation exists within 30 minutes, but is unavailable (for example, due to no vacancy) meaning the employee must stay outside 30 minutes.
- c) In this situation, the closest suitable accommodation must be obtained and the excess travel time is defined as the extra time taken to travel in excess of 30 minutes from the accommodation to the workplace.
  - I. Excess travel will not be paid where:
    - The above conditions are met but the employee chooses to stay in accommodation outside 30 minutes from the designated job site starting point (unless the employee wasn't given at least 14 days notice of the designated job site and it is impractical to change).
- d) The excess travel time will be paid at the appropriate rate (which may include overtime penalties).

### **1.7. Period away from home**

- a) For Interstate Travel
  - I. Employees must not TAH for more than 21 days without returning home.
- b) Intrastate Travel Home Arrangements
  - I. Employees must not LAH in respect of work intrastate for more than 14 days without returning home. The employees returning home after their one week period will be paid in accordance with the EBA for their travel time home.

### **1.8. Interstate travel**

- a) The Employer shall arrange and pay for economy air fare.

### **1.9. Resource requirements**

- a) The Employer will call for volunteers first to fill any position required for any TAH.
- b) If not enough volunteers come forward the Employer will then nominate persons to fill those positions.
- c) If any employee cannot work away due to hardship then they will first raise it with their immediate supervisor.
- d) If no resolution is reached then the matter may be dealt with and arbitrated via the dispute resolution procedure.

### **1.10. Inclement weather**

- a) The Employer will ensure that employees have adequate facilities when working on sites, and that all inclement weather entitlements will be observed while working away. This includes air-conditioned areas for employees to rest during periods of extreme heat.

## APPENDIX G – WORKPLACE RELOCATION

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### 1.1. CONDITIONS

- a) This clause shall apply where the Employer doesn't have a specific clause that has been previously negotiated & agreed to by the parties. If this has occurred, this can be found in APPENDIX N – EMPLOYER SPECIFIC TERMS
- b) Employees required by the Employer to undertake a permanent relocation from one Employer site to another (existing or new) Employer worksite, are compensated for the various factors relating to the move to the new work location.
- c) A once only Relocation Allowance shall be paid in lieu of excess fares and traveling time and in compensation for all other relocation factors. The allowance shall be calculated as follows:
  - I. Defining, by agreement between the Employer and Union, the excess time taken to travel by motor vehicle, via the shortest route (excluding tolls) between home and the new worksite and return. This shall determine the agreed daily travel time, rounded up to the next full minute. The time will be measured at the normal times for commuting to and from work.
  - II. Calculation of Daily Entitlement: Multiply the agreed daily travel time in minutes by the rate per minute for salary Level 7 of the Agreement.
  - III. Calculation of Relocation Allowance Entitlement: Multiplying the Daily Entitlement by 203, i.e. the agreed number of working days in a year (203 days shall be used for all Employees, including shift workers).
- d) In any relocation under the terms of this policy, the minimum allowance payable shall be equal to that applying to ten minutes daily travel time. The maximum allowance payable shall be equal to that applying to two hours daily travel time.
- e) Where an Employee is relocated in excess of 45 minutes, an Employee may elect to be made redundant in line with their redundancy entitlement within this agreement.
- f) The allowance shall be paid through the payroll as a lump sum payment when the permanent relocation of the Employee is effected.
- g) An Employee's eligibility to receive the Relocation Allowance is based in the following conditions:
  - I. complying with the agreed definition of "Relocation" for the purposes of this policy.
  - II. the provisions apply only to Employees who start and finish at the nominated base location
- h) The provisions of this policy shall not apply to any relocation:
  - I. initiated by an Employee's request;
  - II. resulting from an appointment to an advertised position;

- III. Where an Employee is offered the opportunity to remain at the existing work location or relocate to a new Employer nominated worksite, and actually relocates to a new worksite of his/her choice, the minimum allowance as prescribed in this appendix shall apply. In these situations the Union shall be advised.
- i) Upon payment of the Relocation Allowance, the Employer shall provide to each Employee who receives a Relocation Allowance, a letter stating the amount that the Employee has been paid as compensation for being required to travel to a new work location.
  - j) Where an Employee suffers a disadvantage due to relocation and does not receive a benefit under this clause, the Union shall negotiate with the Employer and may utilise the Dispute Settling Procedure in the Agreement. Disadvantage will include Employees who are required to move twice within a 12-month period.

## APPENDIX H – AVAILABILITY

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### 1.1. Availability options

- a) An availability roster has been established to ensure that Employees with the required skills are available to meet out of hours operational and customer requirements. This roster may be supplemented in circumstances where additional support is required.
- b) Minimum manning levels at any fault or call out will be no less than 2
- c) All suitably skilled Employees will be given the opportunity to apply to perform availability duty.
- d) An Employee will be available to the Employer by means of telephone or other communication tools at any time the Employee is receiving the availability for duty allowance.
- e) A mobile telephone will be provided by the Employer to an employee while on “rostered availability” for direct communication purposes.
- f) The relevant availability allowance:

Allowance	Upon Approval	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Availability for Duty - Daily	\$112.48	\$115.01	\$117.59	\$120.24	\$122.64	\$125.10

- g) Minimum Callout Rates will be in accordance with clause 1.5 of this Appendix.
- h) Where an Employee is required to perform Availability Duty as a Plant / Crane Operator or Store person they shall be provided with a work vehicle. If there are no work vehicles available and is required to utilise their personal vehicle for travel from their home to the relevant depot, they shall be entitled to make a claim for payment of kilometres travelled as set out in APPENDIX C – ALLOWANCES.

### 1.2. Payout of availability

- a) The Employer acknowledges that in most cases, Employees rely upon availability payments and allowance to support their financial obligations, and if removed, can suffer significantly. The Employer therefore will pay, where an Employee is removed from availability duty at the initiative of the Employer, compensation of two years of availability allowance.
- b) That is, two years payment will be made excepting that if an Employee has been in receipt of the allowance for less than two years, a pro rata amount of lump sum compensation is to be paid.
- c) This amount is also payable where there is a company relocation, redundancy or restructure initiated by the Employer.

### 1.3. Availability options

- a) At the initiative of the Employer an employee may be required to undertake Availability duties. The Employer will clearly specify which of the following

options will apply prior to the Employee undertaking Availability duties. One or more of the following options may apply:

- I. Rostered Availability – The Employer in consultation with the affected employees will when required by the Employer develop and or review a roster to perform availability duties. Based on the relevant roster cycle the availability allowance may be divided and paid in equally weekly payments. Employees on Rostered Availability will be given first option to perform fault rectification.
- II. Additional Availability – Where the current availability roster requires additional support, an Employee may be requested by the Employer to provide additional availability response/support either for a daily or weekly cycle. The Employee will be paid the relevant daily / weekly availability allowance. An Employee receiving this payment will assume Availability duties, responsibilities, and obligations. Employees will receive the Availability allowance as set out in the table above.
- III. Emergency Availability - In the event of a network emergency the Employer may choose to establish a list of employees who may be willing to take a call and to provide assistance should the need arise. In this situation there is no obligation on the Employee to be available and no payment will be received. Should an Employee be called into work, the minimum callout as set out in this Appendix (1.5) shall apply. Employees will receive the Availability allowance as set out in the table above.

#### **1.4. Availability on Public Holiday**

- a) Where an employee is required to work availability option as set out in 1.3 of this Appendix on a gazetted Public Holiday the Employee is entitled to the following:
  - I. That day's pay.
  - II. One day in lieu (DIL) An employee who is rostered on availability on a public holiday will be entitled to one day in lieu regardless of whether the employee has been required to work.
  - III. Double time and one half for all time worked outside normal working hours and time and one half for all work done during normal working hours.
- b) Where availability crew's changeover on a public holiday, both crews shall be entitled to claim the day in lieu. Both crews shall also be paid the minimum payments set out within this agreement.
- c) An Employee on call on the Saturday or Sunday will receive a day in lieu for this day. No day in lieu will be allowed for the substitute day.
- d) An employee rostered on for duty on Christmas day will receive an additional DIL (2 in total)

**1.5. Called Back to Work Employees**

- a) An Employee recalled to work overtime for unplanned/emergency work, and who returns home on completion of such overtime work, or an Employee who performs pre-arranged overtime shall be paid a minimum as shown in the table below.

Unplanned		Pre-Arranged	
Public Holiday	Days other than a Public Holiday	Public Holiday	Days other than a Public Holiday
3 hours	2 hours	4 hours	4 hours

- b) The minimum call out rate to apply to each time, an "Availability" Employee performs after hours emergency work, will be at the rate of two hours at double time rate.
- c) Only one minimum payment will be paid if the Employee receives subsequent calls within the first two hours of the initial call.

**1.6. Work Performed at Home.**

- a) Duty Officers who perform work including making arrangements for other Employees to attend to or deal with the problem, or to give advice, guidance and/or instructions to other employees who are at work while at home or at any place away from their normal workplace, will be regarded as being on overtime for the period they are working.
- b) The overtime payment will be a minimum of two hour for each occasion the work is performed during each 24-hour period from midnight to midnight. Only one minimum payment will be paid if the Employee receives subsequent calls within one hour of the initial call.
- c) Should the Employee perform work under these provisions and are recalled to work overtime in accordance with the Call Back provisions within the space of one hour, then only one minimum payment is payable.

**1.7. Change of Existing Availability Roster.**

- a) An existing Availability roster will not be changed unless:
  - I. Agreement is reached between the majority of employees affected;
  - II. The employer loses the work that is performed by those employees on the availability roster.
- b) The dispute procedure may be used where agreement cannot be reached. Agreement will not be unreasonably withheld.

**1.8. Introduction of Availability Roster.**

- a) An employee shall not be placed on to an Availability Roster unless agreement is reached between the Employer and employee/s concerned.
- b) The dispute procedure may be used where agreement cannot be reached. Agreement will not be unreasonably withheld.



### **1.9. Fatigue associated with working on availability**

- a) If at the end of or during an availability roster period an employee feels that they are unfit for work due to fatigue arising from excessive hours worked on-call and/or interrupted sleep patterns as a result, they will consult with their supervisor. Where it is agreed that the employee requires additional time off to ensure that they become fit for work, they will be granted the necessary additional hours required without loss of ordinary hours pay. Agreement will not be unreasonably withheld.

## APPENDIX I – SHIFTWORK

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### 1.1. Definitions:

- a) **Continuous shift worker** means a shift worker on continuous work.
- b) **Continuous work** means work carried on with consecutive shifts throughout the twenty-four hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.
- c) **Rostered shift** means any shift of which the employee concerned has had at least 48 hours' notice.
- d) **Afternoon shift** means any shift finishing after 6.00pm and at or before midnight.
- e) **Night shift** means any shift finishing subsequent to midnight and at or before 8.00am

### 1.2. Introduction of Shift Work

- a) An employee shall not be placed on to a shift unless agreement is reached between the Employer and majority of employees affected. It shall not be compulsory for an employee to work shift. Agreement will not be sought from the employees unless the Union has been notified in writing of the shift proposal at least 7 actual working days prior. This clause does not prevent the Employer from discussing the shift proposal with affected employees.

### 1.3. Ordinary hours of work — continuous shiftwork

- a) This subclause will only apply to continuous shiftworkers.
- b) The ordinary hours of continuous shiftworkers must average 36 hours per week inclusive of crib time and must not exceed 144 hours in 28 consecutive days.
- c) Subject to the following conditions, continuous shift workers must work at such times as the Employer may require:
  - I. A shift consisting of not more than eight hours, inclusive of crib time, provided that by mutual agreement between the Employer and an employee or majority of employees concerned, a shift can consist of up to 12 hours.
  - II. Except at the regular changeover of shifts an employee must not be required to work more than one shift in each 24 hours.
  - III. 30 minutes must be allowed to continuous shift workers each shift for crib time, which must be counted as time worked; and
  - IV. An employee must not be required to work for more than five hours without a break for a meal.

### 1.4. Ordinary hours of work — other than continuous shift work

- a) This subclause will apply to shift workers not on continuous work.

- b) The weekly ordinary hours of work must be an average of 36 per week, to be worked in one of the following shift cycles;
  - I. 36 hours within a period not exceeding seven consecutive calendar days; or
  - II. 72 hours within a period not exceeding 14 consecutive calendar days; or
  - III. 108 hours within a period not exceeding 21 consecutive calendar days; or
  - IV. 144 hours within a period not exceeding 28 consecutive days.
- c) Subject to the following conditions, such shift workers must work at such times as the Employer may require:
- d) A shift must not exceed 8 hours of ordinary time work inclusive of crib time. Provided that by mutual agreement between the Employer and an employee or majority of employees concerned, a shift can consist of up to 12 hours.
- e) Such ordinary hours must be worked continuously except for crib time at the discretion of the Employer.
- f) Except at the regular change-over of shifts, an employee must not be required to work more than one shift in each 24 hours.
- g) An employee must not be required to work for more than five hours without a break for crib time.

### **1.5. Rosters**

- a) A shift roster must specify the commencing and finishing times of ordinary working hours of the respective shifts.
- b) The method of working shifts may in any case be varied by agreement between the Employer, majority of employees affected and the accredited representative of the Union to suit the circumstances of the establishment.
- c) The time of commencing and finishing shifts once determined may be varied by agreement between the Employer and the accredited representative of the Union and the majority of employees affected.

### **1.6. Shift allowances**

- a) An employee whilst on afternoon or night shift must be paid for such shift 25% more than the employee's ordinary rate.
- b) An employee who works on a shift but is not a continuous shiftworker, shall be paid a minimum 8 hours at a minimum of double time.
- c) An Employee who works on a shift roster that does not continue at least 5 consecutive nights shall be paid a minimum 8 hours at a minimum of double time.
- d) An employee who:
  - I. during a period of engagement on shift, works night shift only;
  - II. remains on night shift for a longer period than four consecutive weeks; or

- III. works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle; must, during such engagement, period or cycle, be paid 50% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

#### **1.7. Rate for working on Saturday shifts and Sunday and Public Holiday Shifts**

- a) The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday is double time. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 1.6 of this appendix.
- b) 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.
- c) The rate at which shift workers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:
  - I. Sunday—double time.
  - II. Public holidays—double time and a half.
- d) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.
- e) Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift.
- f) The extra rates in this subclause are in substitution for (where greater) and not cumulative upon the shift premiums prescribed in clause 1.6 of this appendix.

#### **1.8. Overtime on shift work**

- 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 must be paid:
  - I. if employed on continuous shift work—at the rate of double time; or
  - II. if employed on other than continuous shift work—at the rate of double time.
- b) The above does not apply in each case where the time is worked:
  - I. by arrangement between the employees themselves;
  - II. for the purpose of effecting customary rotation on shifts; or
  - III. on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the Employer to deduct payment for a day in accordance with the stand down provisions in the Act. Provided that when less than eight

hours' notice has been given to the Employer by a relief worker that the employee will be absent from work and the employee whom the employee should relieve is not relieved and is required to continue to work on the employee's rostered day off the unrelieved employee must be paid double time.

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

### **1.9. Daylight saving**

- a) Notwithstanding anything contained elsewhere in this Agreement, in any area where by reason of the Legislation of a State summer time is prescribed as being in advance of the Standard time of that State the length of any shift:
  - I. commencing on or before the time prescribed by the relevant legislation for the commencement of a summer time period; and
  - II. commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock and each case to be set to the time fixed pursuant to the relevant State legislation.
- b) In this subclause the expression standard time and summer time shall bear the same meanings as are prescribed by the relevant State legislation.

### **1.10. Rest period after shift work**

- a) A shift worker, when going on shift, changing shift or returning to day work must have at least 12 consecutive hours off duty on completion of day work, shiftwork and any overtime and must 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.
- b) Provided that, if on the instructions of the Employer, such an employee resumes or continues to work without having had such 12 consecutive hours off duty, the employee must be paid at double time rates until released from duty and then be entitled to 12 hours off duty and must 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.

## APPENDIX J – SUB-CONTRACTING

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### 1.1. Purpose

- a) The purpose of this clause is to prevent the undermining of Employees' security of employment through the use of Third Party Labour.
- b) This clause does not prevent the engagement by the Employer of a Third Party to perform work.

### 1.2. Definitions

- a) For the purpose of this clause:
  - I. **'Third Party'** means:
    - a labour hire agency;
    - a contractor;
    - an employee of a contractor;
    - or any other person or entity who/which is not a direct employee of the Company.
  - II. **'Work'** means any duties and/or tasks which would be covered by this Agreement if performed by an Employee.

### 1.3. Contractors

- a) Before the Employer engages a Third Party to do work the Employer must inform the employee representative. As a part of this process the Employer must inform the employee representative of:
  - I. the name of the Third Party;
  - II. the type of work proposed to be performed by the Third Party;
  - III. the likely duration for which the Third Party will perform work;
- b) The Employer will only engage, and continue to engage/utilise, a Third Party to:
  - I. perform Work; and/or
  - II. provide labour to perform Work; and/or
  - III. source labour to perform Work,
- c) If they have satisfied all of the following:
  - I. the Third Party applies all wages and all conditions that are no less favorable than that provided for in this Agreement; and
  - II. the Employer is paying the Third Party no less than the total monetary cost the Employer would incur if it had employed persons under this Agreement to do the Third Party's work.
- d) This clause does not apply in respect of:
  - I. specialist contractors engaged by the Employer to do specialist work; or

- II. any work not covered by the classifications contained within this Agreement
- e) No permanent employee shall be made redundant whilst a 3rd Party is performing the same or similar type of work as that permanent employee. If the permanent employee is suitably qualified and capable to perform a different type of work, and a 3rd Party is performing that different type of work, then that permanent employee shall not be made redundant whilst these circumstances exist, unless that Employee elects not to do that type of work.
  - f) The Employer shall not engage any third party to undertake the duties of an employee that has performed or has the qualifications/skills to perform within 3 months of a redundancy being made.

## APPENDIX K – APPRENTICES & TRAINEES

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### 1.1. Apprentices

- a) Subject to the terms of this Agreement, the laws applicable to apprentices in Victoria will apply. Where it is consistent with Victorian legislation, an apprentice may be engaged under a training agreement approved by the relevant Victorian apprenticeship authority, provided the qualification outcome specified in the training agreement is consistent with that established for apprenticeship in the trade training package determined from time to time by the EE-0Z Industry Skills Council (ElectroComms and EnergyUtilities Industry Skills Council) and endorsed by the National Training Framework Committee.
- b) In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State legislation. The Employer must provide training and/or provide access to training consistent with the contract or training agreement without loss of pay.
- c) An apprentice shall be indentured in any of the following trades:
  - I. Electrical
  - II. Instrument
  - III. Electronic/Communications
  - IV. Refrigeration Air-conditioning
  - V. Power Lines Work and Cable Jointing
  - VI. Security
- d) An apprenticeship may be cancelled or suspended in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the relevant apprenticeship authority.
- e) The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with the Victorian legislation but must not exceed three months.
- f) The Employer shall reimburse the apprentice annually for the cost of the TAFE/RTO fees upon production of evidence of successful completion of the modules, less any amount paid, if any, to the apprentice by a government exclusively and specifically for those TAFE/RTO fees.
- g) Except as provided in this clause or where otherwise stated all conditions of employment specified in the Agreement will apply to apprentices. The ordinary hours of employment of apprentices must not in each enterprise exceed those of the relevant tradesperson.
- h) No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract of apprenticeship or training agreement.



- i) An apprentice working in an establishment under a particular work cycle in accordance with this Agreement who attends technical college on a rostered day off, shall be afforded another ordinary working day off as substitution for the rostered day off. Any substituted day must be taken in the current or next succeeding work cycle.
- j) Employment of minors
  - I. The Employer shall not employ minors in any trade covered by the classification of this Agreement where the relevant state apprenticeship authority has prescribed such classifications as an apprenticeship trade.
  - II. A minor may be taken on as a probationary apprentice for three months, and if apprenticed, such three months shall count as part of their period of apprenticeship.
- k) Apprentices are the future of the industry and the persons covered by this Agreement reaffirm their commitment to the training of apprentices. The Employer shall make every endeavor to make full time apprenticeships available with the Employer.
- l) All apprentices engaged by the Employer must be directly employed by the Employer.
- m) All persons covered by this Agreement shall ensure that the appropriate support is provided to enable women to successfully complete apprenticeships.
- n) All persons covered by this Agreement agree that all apprentices/trainees covered by this Agreement will continue to be paid for all time required to be spent at trade school and not be disadvantaged by any changes to any government policy on training, trainees or apprenticeships.
- o) The persons covered by this Agreement recognise the importance of a 4-year apprenticeship and the outcome of a fully qualified and well-trained tradesperson.
- p) The persons covered by this Agreement believe that it is critical to maintain the integrity and duration of the current apprenticeship system and reject any deregulation of electrical apprenticeship or training. The Employer commits to ensure all electrical apprentices undertake the applicable Certificate III through a 4-year apprenticeship.
- q) Far too many apprentices are failing the current examination system in spite of being very proficient at their trade. The persons covered by this Agreement shall work together to ensure that the testing system for apprentices will ensure a quality outcome that is realistic and fair to the apprentice.
- r) Concerns have been expressed in the industry over the number of apprentices who are not successfully completing their trade modules during their apprenticeship. While it is appreciated that in many instances factors beyond the apprentices' control can sometimes cause the apprentice to miss significant time at trade school and affect their ability to learn, it is important that the Employer provide all possible support to ensure that apprentices are assisted in completing their formal training. However, apprentices must recognise that they have an obligation to the Employer, themselves and the industry to do all they can to successfully complete their trade.

## **1.2. Effect on period of apprenticeship of lost time**

- a) If during the period of apprenticeship an apprentice has served less than the ordinary working days prescribed by this Agreement or has been unlawfully absent from work, for every day short or absent the apprentice will serve an additional day in the apprenticeship period.
- b) Provided that in calculating the extra time to be so served, the apprentice will be credited with time which the apprentice has worked during the relevant year in excess of the apprentice's ordinary hours.

## **1.3. Trainees**

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

## **1.4. Apprentice Wages**

- a) Where an apprentice begins their apprenticeship on junior rates & through the life of their apprenticeship become an adult apprentice (21), their rate of pay shall adjust to the adult apprentice rate of pay.

## **1.5. Apprenticeship Supervision**

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

## **1.6. Adult Apprentices & Trainees**

- a) People who are 21 years of age or over at the time of entering into an apprenticeship/traineeship with the Employer, and who commence(d) their apprenticeship/traineeship with the Employer on or after the date this Agreement comes into force, will be paid as per the adult apprentice rates set out in APPENDIX B – WAGE RATES to this agreement.

## APPENDIX L – INCLEMENT WEATHER

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### 1.1. Overview

- a) This Agreement is intended to cover the work of outdoor electrical construction and maintenance workers. It is recognised that their work requires concentration, and becomes more difficult to carry out, as weather conditions become inclement.
- b) Inclement weather shall mean the existence of abnormal climatic conditions (that is rain, hail, cold, wind, dust storm, high temperature or the like of any combination thereof) by virtue of which it is neither reasonable, nor safe for outdoor electrical construction and maintenance workers to be exposed to or continue working whilst such conditions prevail.
- c) Decisions about whether it is safe to work shall be taken at the local level through consultation and agreement with the supervisor (or employee representative).
- d) On any day where work is hindered by inclement conditions the supervisor shall confer with the health and safety representative (or employee representative) when requested and it is reasonable to do so and if the supervisor refuses to confer, outdoor electrical construction and maintenance workers shall be entitled to cease work for the rest of the day.
- e) Where prevailing conditions require, normal work shall be modified as agreed between the supervisor and health and safety representative (or employee representative).
- f) When work has ceased due to inclement conditions, outdoor electrical construction and maintenance workers shall have access to shelter from the prevailing inclemency.
- g) Outdoor electrical construction and maintenance workers may be transferred from one location where it is unreasonable to work due to inclement conditions to work at another location which is not so affected, subject to the following:
  - I. No outdoor electrical construction and maintenance workers shall be transferred unless there is useful work available for them to perform.
  - II. Transfers take place in accordance with a mutually agreed procedure and having regard to:
    - The distance to be travelled;
    - The climatic conditions under which travel takes place; and,
    - The normal work time remaining.
- h) In emergency situations such as public health and safety, safety of Employer employees and equipment etc, work shall continue even though inclement weather prevails. An emergency work roster shall be worked out locally whereby available labour is rostered on an agreed basis. When undertaking any work the health & safety of Employees shall be given the highest of priority.

## 1.2. Working In Heat Agreement

### Introduction

- a) This Introduction outlines the procedure that will be adopted where work has to be performed in temperatures that are so hot that employees could suffer thermal stress, that is, health could be affected.
- b) The Employer's policy shall be that, to maintain a safe and efficient work place, employees should work in a thermally acceptable environment. However, it should be realized that it may not always be technically nor economically possible. Under these circumstances, the procedures noted in this section will have to be applied to achieve an acceptable level of safety.
- c) The Employer shall provide Employee's with access to fridges, drinking containers & ice making facilities.

### Work Procedures

- a) Supervisors shall plan and organise work such that the exposure to the risk of thermal stress to employees is minimised.
- b) Through planning, such as organising work in the early morning or late evening, extended or more frequent work breaks, providing shade awnings, etc, the risk of thermal stress can be reduced. Penalty rates shall apply for work performed outside of normal hours.
- c) Supervisors should assess and give due consideration to local and special circumstances to assess conditions likely to induce thermal stress.
- d) During periods such as heat waves in summer, work practices should be reviewed to ensure that the workload is compatible with physical capabilities of the employees and environmental limits set in this Appendix.
- e) In anticipation of hot days, local supervisors/managers should consider implementation of the following;
- f) Rescheduling of heavier work to other days or to cooler periods of the day in order to avoid prolonged spells in the open under the sun.
  - I. Where practicable, rotation of the employees engaged in the heavier tasks.
  - II. Change in the rate of work (eg. taking longer to do the work).
  - III. Provision of shaded rest areas.
  - IV. Provision of lighter alternative work.
  - V. Consideration of individual's physical capabilities in planning work.
  - VI. Change of location in work.
  - VII. Use of heat barriers, including shade cloths.
  - VIII. Use of air-circulating fans.
  - IX. Use of cooling equipment.
  - X. Modifying clothing within limits imposed by the safety considerations.

## Protective Measures

- a) Additionally, employees should protect themselves to the greatest extent possible from heat stress by:
  - I. Wearing loose fitting cotton or cotton blend protective clothing as appropriate for the safe working requirements of the job to promote good air circulation around the body,
  - II. Wearing a minimum of loose fitting clothing under protective clothing,
  - III. Wearing a hat,
  - IV. Reducing the consumption of cigarettes,
  - V. Use of sunburn creams and skin protectors supplied.

## Monitoring of Temperatures

- a) Where modifications of environmental conditions are insufficient to lower temperatures to a satisfactory level so that the possibility of thermal stress is completely avoided, regular monitoring of the environment shall continue.
- b) The weather conditions in operating areas will be verified using observation by the relevant employees, Site Manager/Supervisor of the adverse conditions and supplemented by external verifications such as the local Bureau Of Meteorology reports (Excluding Frankston) & onsite temperature monitoring.

## Precautions to be Taken

### Cool Drinks

- a) During the hot season, cool drinking water will be made available to the workers in such a way that they are encouraged to frequently drink small amounts, ie. one cup every 15-20 minutes (about 150ml). Alcoholic and aerated beverages are to be avoided.

### Rest Breaks

- a) The following table will be used as a guideline to determine the frequency and temperatures of rest breaks, to be taken when it is possible that the employees' health could be affected:

<b>Duration of Paid Rest Breaks in each hour when the temperature reaches and/or exceeds.</b>	<b>WORK (degrees Celsius)</b>
15 minutes	30
30 minutes	32
45 minutes	34
60 minutes	36

- b) Rest breaks should be taken in shaded cooled or air-conditioned rest areas where available. The intent of the above temperatures does not preclude any employee from ceasing work earlier than indicated above if they are distressed by the extreme heat.

## **Acclimatisation**

- a) All employees moving into an area where there may be a potential danger to health due to high temperatures should be given time to acclimatise. This normally is one week.
- b) Employees who have returned to work after an absence of two weeks or more away from a hot environment should also be encouraged to work at a comfortable pace in the week they return to duty.
- c) Variations to the temperatures listed contained within this appendix, Rest Breaks, are applicable if the employee is obese or elderly, or if the employee has other medical conditions that mitigate against working in hot conditions.
- d) Supervisors should seek advice from Occupational Health Nurses or Health and Safety Advisors if any of the above special circumstances are involved.

## **1.3. Working in temperatures of extreme cold conditions**

### **Introduction**

- a) This Introduction outlines the procedure that will be adopted where work has to be performed in temperatures of extreme colds employees could suffer thermal stress, that is, health could be affected.
- b) The Employer's policy shall be that, to maintain a safe and efficient work place, employees should work in a thermally acceptable environment. Under these circumstances, the procedures noted in this section will have to be applied to achieve an acceptable level of safety.
- c) The Employer shall provide Employee's with access to adequate thermal PPE.

### **Work Procedures**

- a) Supervisors shall plan and organise work such that the exposure to the risk of thermal stress to employees is minimised.
- b) Through planning, such as organising work during the day when extreme colds are minimised, extended or more frequent work breaks, providing thermal clothing, access to heated facilities etc, the risk of thermal stress can be reduced. Penalty rates shall apply for work performed outside of normal hours.
- c) Supervisors should assess and give due consideration to local and special circumstances to assess conditions likely to induce thermal stress.
- d) During periods of extreme colds work practices should be reviewed to ensure that the workload is compatible with physical capabilities of the employees and environmental limits set in this Appendix.
- e) In anticipation of extreme colds, local supervisors/managers should consider implementation of the following;
  - I. Rescheduling of work to other parts of the day to minimize exposure to extreme colds.
  - II. Where practicable, rotation of the employees engaged in the heavier tasks.

- III. Change in the rate of work (eg. taking longer to do the work).
- IV. Provision of lighter alternative work.
- V. Consideration of individual's physical capabilities in planning work.
- VI. Change of location in work.
- VII. Use of thermal clothing,
- VIII. Use of heating equipment.
- IX. Modifying clothing within limits imposed by the safety considerations.

**Protective Measures**

- a) Additionally, employees should protect themselves to the greatest extent possible from extreme colds by:
  - I. Wearing adequate thermal clothing as appropriate for the safe working requirements of the job to promote good warmth around the body,
  - II. Wearing a beanie etc,
  - III. Use of sunburn creams and skin protectors supplied.

**Monitoring of Temperatures**

- a) Where modifications of environmental conditions are insufficient to lower temperatures to a satisfactory level so that the possibility of thermal stress is completely avoided, regular monitoring of the environment shall continue.
- b) The weather conditions in operating areas will be verified using observation by the relevant employees, Site Manager/Supervisor of the adverse conditions and supplemented by external verifications such as the local Bureau Of Meteorology reports & onsite temperature monitoring.

**Rest Breaks**

- a) The following table will be used as a guideline to determine the frequency and temperatures of rest breaks, to be taken when it is possible that the employees' health could be affected:

<b>Duration of Paid Rest Breaks in each hour when the temperature reaches</b>	<b>WORK (degrees Celsius)</b>
30 minutes	2
60 minutes	0

**Acclimatisation**

- a) All employees moving into an area where there may be a potential danger to health due to extreme cold temperatures should be given time to acclimatise. This normally is one week.
- b) Employees who have returned to work after an absence of two weeks or more away from an extreme cold environment should also be encouraged to work at a comfortable pace in the week they return to duty.

- c) Variations to the temperatures listed in this clause, Rest Breaks, are applicable if the employee is obese or elderly, or if the employee has other medical conditions that mitigate against working in extreme cold conditions.
- d) Supervisors should seek advice from Occupational Health Nurses or Health and Safety Advisors if any of the above special circumstances are involved.

#### **1.4. Working in the Heat for Glove & Barrier and Bare Hand**

- a) Where Glove & Barrier or Bare Hand work is to be carried out in the heat of the day the following precautions will be adhered to;
- b) When the temperature reaches 30 degrees Celsius, Live Lineworkers will work for no more than 30 minutes at a time rotating to reduce fatigue.
- c) When the temperature reaches 32 degrees, all Live Line work will cease.
- d) The intent of the above temperatures does not preclude any employee from ceasing work earlier than indicated above if they are distressed by the heat.



## **APPENDIX M – ALCOHOL & DRUGS POLICY**

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### **1.1. Preamble**

- a) All parties in the industry are committed to the provision of safe and healthy workplaces.
- b) The attainment of this objective can be undermined by the hazardous use of alcohol and other drugs by some individuals on occasions.
- c) There are many factors which determine alcohol and other drug usage patterns. Some relate to personal and social matters. Others may relate to work culture and conditions.
- d) Research has highlighted that industry has a high level of alcohol use. This may affect Occupational Health and Safety.
- e) This policy aims to facilitate the implementation of practical ways in which workers themselves can address the alcohol and other drug issues which affect them, their families and co-workers. It provides guidelines which may be adapted to meet the specific conditions of different workplaces.

### **1.2. Principles**

- a) Safety is paramount
- b) Prevention of Safety and Health problems is the primary goal of alcohol and drug policy formulation.
- c) Policy implementation and program management is best founded on consultation and collaboration between Employees and management.
- d) Employees with alcohol and / or other drug problems will be provided with appropriate assistance, support and access to intervention programs without jeopardising their employment.

### **1.3. Objectives**

- a) To establish a program run by and for workers, which enables alcohol and other drug issues to be addressed at the workplace.
- b) To expand awareness of alcohol and other drug use as an Occupational Health and Safety issue.
- c) To enable industry factors likely to influence alcohol and other drug use (eg. extended working hours, peer group pressure) to be recognised and addressed.
- d) To provide a basis for health promotion in the industry.
- e) To enable a consistent approach to alcohol and other drug issues across the industry in Victoria.
- f) To set out collaborative procedures for dealing with alcohol and drug issues on building and other sites.

- g) To provide a structure to assist workers to get any help they need for alcohol and / or other drug problems, confidentially and without jeopardising their employment.
- h) To enable the development of a network of people, resources and programs managed by and sensitive to the needs of workers with alcohol and drug problems.

#### **1.4. Goals**

- a) To have this alcohol and other drugs policy adopted for implementation in workplaces by meetings of Employees.
- b) To increase knowledge amongst workers about health and safety risks associated with alcohol and other drug use.
- c) To maintain optimum safety on site and to reduce the harmful impact of alcohol and other drug use.
- d) To provide education about the safe use of alcohol and other drugs.
- e) To train and resource health and safety representatives and other relevant personnel (where appropriate) to assist co-workers who are affected by alcohol and/or other drugs.

#### **1.5. Policy**

##### **Implementation and Management**

- a) Properly constituted Occupational Health and Safety (OH&S) Committees or, where there is no OH&S Committee, Site Safety Supervisors / Safety Officers in conjunction with worker representatives, are the appropriate bodies to implement and administer alcohol and drug policy / programs.
- a) For the objectives of this policy to be achieved, the full cooperation of the Employer and Employees is required.

#### **1.6. Application of Policy**

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

#### **1.7. Persons Affected by Alcohol and/or Other Drugs**

- a) A person who is under the influence of alcohol and/or any other drug will not be allowed to work on site whilst he/she is incapable of performing safe work practices.
- b) Any person who believes another person is a risk to his/her own or another's safety should advise an Occupational Health and Safety representative in confidence. The OH&S representative shall take appropriate action, based on his/her assessment of the situation.
- c) If the matter remains unresolved, the OH&S Committee and management in consultation with the person concerned and the person's representative will decide whether that person is capable of performing safe work practices.
- d) Disciplinary action may be taken by management following consultation with the OH&S Committee and the person's representative.

- e) If disciplinary action is to be taken, one verbal warning, one written warning shall apply.
- f) The OH&S Committee will, as a matter of course, follow up to ensure that the person is aware of the policy and resources available to people with alcohol and/or other drug problems, or other problems which may underlie them.
- g) (Where "OH&S Committee" is referred to hereafter, read "body nominated to implement policy on site").

### **1.8. Rehabilitation / Counselling**

- a) If a person is undertaking rehabilitation or counselling, he/she is entitled to sick leave, negotiated leave without pay and other benefits provided for by the Agreement.
- b) An affected person will not be disadvantaged as a result of undertaking rehabilitation or counselling.
- c) The Employer will liaise with the person's representative to enable appropriate assistance and support to be made available to him/her during and on completion of rehabilitation (with his/her permission).
- d) Confidentiality is to be maintained in all matters relating to the rehabilitation and counselling, employment arrangements etc. of individuals.

### **1.9. Employees At-Risk Through Medication Use**

- a) Employees who are taking medication which might affect their ability to undertake any kind of work safely, should advise an OH&S representative or the First Aid Officer, who will act immediately to eliminate the risks.
- b) No Employee will be disadvantaged by his/her actions in this matter.

### **1.10. Education and Prevention**

- a) The policy will be discussed and put forward for adoption on site at a meeting of all workers.
- b) It is the on-going responsibility of Unions and the Employer to ensure that all Employees continue to be aware of the policy and program. The OH&S Committee will assist in this process.
- c) All relevant information shall be available on site and displayed as appropriate.
- d) From time to time the OH&S Committee, in consultation with management, may initiate relevant health and safety promotional activities in relation to alcohol and other drug use issues.

### **1.11. Provision of Alcohol at Social Events**

- a) Where social functions are held they will be located in a hazard-free area where responsible serving of alcoholic beverages will apply. This includes provision of non-alcoholic and low-alcoholic beverages.

**1.12. Role of Occupational Health and Safety Committee on Site**

- a) To encourage knowledge of policy and program by all workers on site.
- b) To ensure information about the policy and program is displayed.
- c) To ensure information relevant to alcohol and other drugs is circulated amongst workers.
- d) To initiate and coordinate relevant health promotional activities to relation to alcohol and other drugs, in consultation with management.
- e) To provide information and referral options to workers as requested.
- f) To be available for informal discussion with and follow-up of site Employees when appropriate.
- g) To undertake intervention and follow-up of affected persons.
- h) To be available for discussion in regard to disciplinary action taken as a result of a person being under the influence of alcohol and/or any other drugs on site.
- i) To follow-up persons undertaking rehabilitation to ensure that appropriate resources and supports are made available when requested.
- j) To encourage a peer support network on site.

## **APPENDIX N – EMPLOYER SPECIFIC TERMS**

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### **1.1. INTRODUCTION**

- a) The Agreement operates subject to the terms contained in this Appendix.

### **1.2. ALLOWANCES/CLASSIFICATIONS RETENTION**

- a) An employee who is a Worksite or Crew Leader will also be paid the relevant allowance as stipulated in Appendix B in recognition of their leadership responsibilities. A person permanently appointed as a worksite or crew leader shall not be removed from this position other than for unsatisfactory performance or conduct. The employee shall not be removed prior to the Fair Treatment Procedure (as at 1 May 2014) being complied with Substation employees who are required to act as a supervisor on a temporary basis will go up a classification level and continue to be paid any applicable allowances for the duration of the period they are required to act in the position.
- b) Subject to 1.2 c) of this Appendix, where an employee is receiving an allowance that he/she has not satisfied the preconditions to receive (“Agreed Allowance”) and that employee is re-classified to a higher level, the employee shall only move to that higher level if the particular employee agrees, and they are better off overall at the new level without the Agreed Allowances. If they are not, they shall remain at their current level and continue to receive such Agreed Allowances. This would include, for example Employees classified as AA Operators (Level 8) under the previous agreement who received Crew Leader Allowance.
- c) If at the time this Agreement commences operation, the hourly rate applicable to the classification level for the Employee’s position (“Classification Rate”) is higher than the hourly rate received by the Employee (inclusive of base rate and any Agreed Allowance) immediately prior to the Agreement commencing operation (“Previous Agreement Rate”), the Employee will receive the Classification Rate. If the Classification Rate is lower than the Previous Agreement Rate, the Employee will receive an amount per hour in addition to the Classification Rate that is equivalent to the difference between the Classification Rate and the Previous Agreement Rate. For clarity, in this event any Agreed Allowance will cease to apply.

### **1.3. COOL DRINKS**

- a) During the hot season, cool drinking water provided in an esky or fridge (1 per vehicle) will be made available to the workers in such a way that they are encouraged to frequently drink small amounts, i.e. one cup every 15-20 minutes (about 150mls). Alcoholic and aerated beverages are to be avoided.

#### **1.4. SPECIFIC TERMS - TRANSFERRING EMPLOYEES**

- a) The below terms apply to Transferring Employees. Where a term of this clause is inconsistent with a term of this Agreement, the term in this clause will prevail to the extent of the inconsistency.

##### **Application**

- a) This Clause applies to Transferring Employees.
- b) Where a term of this clause is inconsistent with a term of the Agreement, the term contained in this clause shall prevail to the extent of the inconsistency.

##### **Recognition of Service with AusNet Services**

- a) The Employer will recognise Transferring Employees' continuous service with AusNet Services.

##### **Schedulers**

- a) By operation of the order of Deputy President Masson dated 2 October 2019 pursuant to section 318 of the Fair Work Act, those Transferring Employees formerly employed by AusNet Services in the position of Scheduler as at the Transfer Date who are covered by the Agreement and with whom on 7 January 2021 the Company agreed to pay as level 8 and receive the Crew Leader Allowance will continue to be paid as such. This will not apply to any other Employees.
- b) Schedulers that are currently part of an availability roster will continue to participate on their availability roster and all other current work activities will remain in place.

##### **Long Service Leave**

- a) Provided they satisfy the relevant eligibility criteria under the Rules of the Construction Industry Long Service Leave Fund as at 4 July 2017 (or any replacement versions) (CoINVEST Rules), Transferring Employees will be enrolled in the CoINVEST Portable Long Service Leave Scheme.
- b) Transferring Employees who, as at immediately prior to the Transfer Date, accrued long service leave at the rate of 1.3 weeks per year, will continue to accrue long service leave at that rate.

##### **Reduction in Workforce Size**

- a) In the event that it is necessary to reduce workforce size, expressions of interest for voluntary redundancies will be sought in the first instance. Subject to the Employer retaining the necessary skill mix by location, expressions of interest from Transferring Employees will not be refused (for example, if there is a need to remove three Lineworker positions from a particular depot, if three Lineworkers volunteer for redundancy from that depot, the Employer will agree to provide those Transferring Employees with voluntary redundancy packages). In the event there are fewer

volunteers than redundant positions, the Employer will follow its usual redundancy process.

- b) Where it is necessary to reduce workforce size in any depot outside the central region by way of involuntary redundancy, employees who are Transferring Employees at those depots will only be selected for retrenchment after all employees of the same trade who are not Transferring Employees at that depot have been retrenched.

### **Severance Payments**

- a) The Employer will make contributions to the Protect Redundancy Fund on behalf of Transferring Employees in accordance with clause 25 of the Agreement.
- b) Transferring Employees who are provided with a voluntary redundancy package will receive a payment of three weeks' pay per year of service (applied pro-rata for part years), capped at 78 weeks.
- c) Transferring Employees who are involuntarily retrenched will receive:
  - I. in respect of their period of employment with AusNet Services, 4 weeks' payment for the first two years of employment and 3 weeks' payment for each subsequent year of employment, capped at 78 weeks' payment; and
  - II. in respect of their period of employment with Downer (exclusive of their period of employment with AusNet Services), 3 weeks' payment for each year of service uncapped.
- d) The amount of the redundancy payment payable to any Transferring Employee under this clause other than the payment referred to in (a) will be offset by the amount of any contributions made by the Employer on behalf of that Transferring Employee into the Protect Redundancy Fund.

### **Single Day Absence – Annual Leave**

- a) Transferring Employees can take a maximum of 10 single day annual leave absences in a 12-month period.

### **Sick Leave**

- a) Transferring Employees are entitled to 15 days of sick leave per year. Unused sick leave will accrue from year to year.

### **Recognition of Prior Learning – Certificate III Qualification**

- a) The Employer will provide support to Transferring Employees to achieve recognition of prior learning (RPL) to obtain their Certificate III qualification where requested by Transferring Employees who perform trade work, up to a maximum of 10 employees per year. This is in addition to any employees who are not Transferring Employees.

- b) In the event that a Transferring Employee who performs trade work and is to be involuntarily retrenched by the Employer does not have a Certificate III qualification at the time they are retrenched, Downer will:
  - i. provide that employee with a payment equivalent to the cost of the educational component required to achieve a Certificate III; and provide the necessary support to supply documentary evidence to the registered training organisation for the purpose of RPL.

#### **Time Off In Lieu of Overtime (TOIL)**

- a) An employee may work in excess of normal hours a day or work on weekends and elect to accrue “time off” (TOIL) to be taken at a later date. Time off shall accrue, only in 2 hour blocks, at the appropriate payment rate.
- b) Employees can accrue a combination of up to 15 days TOIL and Days in Lieu, provided that no more than 10 days are accrued in either category.

#### **Dual Trade Training**

- a) Transferring Employees who start and train or already have modules in another AQF 3 training program (dual Trade) will agree to finish all of the remaining training to receive a certificate qualification by 6 September 2024.
- b) In each year from the Transfer Date until 6 September 2024, Downer will ensure that 20% of the total number of Transferring Employees who are to complete dual trade training, complete the remaining training required to achieve their AQF 3 qualification.
- c) Employees who are not going to complete the entire package will not have those modules acknowledged and therefore will not be able to carry out any work associated with the knowledge gained from that training.

### **1.5. CONTINUATION OF DEFINED BENEFITS -TRANSFERRING EMPLOYEES**

#### **Transferring Employees**

- a) This Appendix applies, and overrides clause 23 of the Agreement, in respect of superannuation for Transferring Employees who are DB Employees.

#### **Definitions**

- a) “**Adjusted FAR Employee**” means a DB Employee in respect of whom, immediately before the Transfer Date, AusNet had determined that their Remuneration includes an allowance payable for availability.
- b) “**AusNet**” means AusNet Electricity Services Pty Ltd ABN 91 064 651 118) or AusNet Transmission Group Pty Ltd (ABN 78 079 798 173), as applicable.



- c) **“DB Employee”** means an employee who immediately before the Transfer Date was employed by AusNet and was a member of the Defined Benefit Plan.
- d) **“Defined Benefit Plan”** means the section of Equisuper superannuation fund that provides superannuation benefits calculated as defined benefits.
- e) **“FAR”** has the meaning given to Final Average Remuneration in the Participation Agreement as applicable to members of the Defined Benefit Plan (designated Category C). FAR is sometimes referred to as FAS.
- f) **“Participation Agreement”** means the Participation Agreement between Equisuper Pty Ltd and Downer Utilities Australia Pty Ltd (formerly Tenix Australia Pty Ltd) dated 24 February 2014 as amended from time to time.
- g) **“Remuneration”** has the meaning given in the Participation Agreement as applicable to members of the Defined Benefit Plan (designated Category C).
- h) **“Transfer Date”** means 6 September 2019
- i) **“Transfer FAR”** means an Adjusted FAR Employee’s FAR calculated as at the Transfer Date. To avoid doubt, the Transfer FAR is calculated on Remuneration as determined by AusNet (including an allowance for availability).

#### **Continuation of defined benefits for DB Employees**

- a) A DB Employee is entitled to remain a member of the Defined Benefit Plan (or a successor superannuation plan that provides defined benefits on similar terms), until that DB Employee:
  - I. becomes entitled to receive a defined benefit under the terms and conditions of the Defined Benefit Plan (or a successor superannuation plan that provides defined benefits on similar terms); or
  - II. agrees with the Employer that this Appendix no longer applies to that DB Employee.

#### **FAR definition for Affected Employees**

- a) For the purposes of calculating defined benefits for Adjusted FAR Employees from the Transfer Date:
  - I. An Adjusted FAR Employee’s Remuneration does not include any allowance payable for availability.
- b) The amount of an Adjusted FAR Employee’s FAR must not be less than:
  - I. their Transfer FAR;
  - II. plus an indexation amount (or cumulative amounts) calculated at the rate of the wage increase provided under APPENDIX B – WAGE RATES of this Agreement and of any subsequent wage increases under this Agreement, applied as at the date of each wage increase up to the date of calculation.

- c) This clause applies to Transferring Employees. This clause overrides clause 23 of the Agreement in respect of superannuation for Transferring Employees who are DB Employees (as that term is defined in this clause).

## 1.6. ORDERING MATERIALS

- a) An Employee who received an allowance for the ordering of materials prior to the commencement of the Agreement shall be paid the flat allowance as set out in the table below.

	Upon Approval	1/3/24	1/9/24	1/3/25	1/9/25	1/3/26	31/8/26
Weekly	\$22.53	\$23.04	\$23.56	\$24.09	\$24.63	\$25.12	\$25.62
Daily	\$4.49	\$4.59	\$4.69	\$4.80	\$4.91	\$5.01	\$5.11

## 1.7. TRACKING DEVICES and IN-VEHICLE MONITORING SYSTEMS

### Introduction

- a) Without in anyway conceding the need for the introduction of tracking devices and an IVMS, it is agreed that the Employer can introduce a Tracking Device and an IVMS for Employees covered by this Agreement, subject to the requirements of this clause.
- b) The reasons for the Employer seeking to implement the Tracking Device and/or an IVMS are:
- I. Safety of its Employees;
  - II. Co-ordination of effort in emergency situations;
  - III. Efficient arrangement and operation of its business, personnel and fleet; and
  - IV. Substantiation of fault response and customer appointment times.

### Definitions

- a) "Cloud" means the practice of using a network of remote servers hosted on the Internet to store, manage, and process data, rather than the Employer's local server.
- b) "Anonymous Data" means data consisting of anonymous coordinates of the Tracking Device
- c) "Personal Data" means data that allows the identification of both the location and identity of an Employee, whether directly or indirectly, at a particular point of time
- d) "Disciplinary action" means any form of discipline.
- e) "IVMS" means an electronic system installed for the purpose of monitoring the performance and operation of a vehicle.

- f) "Real Time Data" means Anonymous Data or Personal Data that identifies the current location of the Tracking Device
- g) "Tracking Device" means equipment that records the location, whether directly or indirectly, of Employees, whether by the use of equipment that uses Global Positioning System (GPS) or by another like means
- h) "Historical Data" means Anonymous Data or Personal Data other than Real Time Data

**Consultation prior to implementation**

- a) Prior to the implementation/use of a new Tracking Device or IVMS, the Employer will consult with Employees and their representatives. Consultation prior to the implementation/use of a Tracking Device or IVMS will include consultation in respect to :
  - I. Personnel of the Employer/Client with authority to access Real-Time Data;
  - II. Personnel of the Employer/Client with authority to access Historical Data;
  - III. When a tracking device or IVMS may be used
  - IV. Use of Tracking Devices or IVMS held during declared events;
  - V. Data usage;
  - VI. Data retention; and
  - VII. IT Auditors for Penetration Tests
- b) The Employer will not implement the following functionality if available on any IVMS system:
  - I. In-vehicle video monitoring of Employees; or
  - II. In-vehicle audio monitoring of Employees.

For clarity, the use of outwardly facing dashcams and reversing cameras is not prevented by this clause.

- c) The period of consultation will be no less than twelve (12) weeks from the date employees are informed by the employer of an intention to introduce a Tracking Device or IVMS ("Notification Date") The consultation shall be conducted in person and include all delegates and the ETU. Prior to any implementation of a Tracking Device and/or an IVMS, agreement shall be reached between the Parties. Where agreement cannot be reached between the parties regarding the implementation of a Tracking Device or IVMS by a date after twelve (12) weeks from the Notification Date, either party may refer the matter to the Fair Work Commission who will determine the outcome in accordance with the Disputes Settlement Procedure contained within this agreement. Any concerns will be logged formally and explained.

## Requirements

- a) The Employer must comply with the following requirements in order to utilise and continue to utilise a Tracking Device:
  - I. Employees will be provided on written request access to available Anonymous Data or Personal Data relevant to them. The request must be in the circumstances, with the reason(s) for requiring the data set out in writing. The Employer will not refuse any request. An Employee can provide this Anonymous Data or Personal Data to their nominated representative.
  - II. Where a reasonable concern exists regarding any potential unauthorised access to Personal Data within the Employer or by a third party:
    - The Employer will have; or
    - Where it is a third party, the Employer agrees to take all reasonable steps to require the relevant third party to allow an IT auditor, to perform external penetration tests relating to the Anonymous Data and/or Personal Data. A copy of the report will be provided to the Employees.
- b) Tracking Devices and/or IVMS will have the function of being able to be switched off when not travelling in respect of, or performing, work. Furthermore, an Employee is allowed to switch off the tracking device and/or IVMS when not travelling in respect of, or performing work.
- c) The Tracking Devices and/or IVMS must no longer record and/or send any Anonymous Data or Personal Data if turned off. For clarity, this does not prevent the IVMS recording data other than Anonymous Data and Personal Data such as odometer and fuel levels.
- d) An Employee may request access to any available report detailing who had accessed the Real Time Data at a particular point in time. The Employer will not refuse any request and this will be provided to an Employee or their nominated representative within 7 business days.
- e) All Employees must be advised in writing about any Tracking Device and/or IVMS relating to them, how it operates, what Anonymous Data or Personal Data it records, who receives the Anonymous Data or Personal Data, how and if the Anonymous Data is linked to Personal Data and or what periods the Tracking Device and/or IVMS creates the Anonymous Data or Personal Data.
- f) Personal Data will not be stored on any third party's server, including any cloud, unless the relevant server is in a secure place within Australia and the data stored by the third party is solely for the purposes of access by the Employer and their authorised representatives or by legal authorities. The Employer shall provide the location of such server upon request. In the event that it is not possible to domicile the server in Australia in the circumstances, the parties will consult and seek to agree on alternative safeguards. Any difficulty or disagreement may ultimately be resolved by the FWC under the terms of the disputes settlement procedure.
- g) Provided an Employee has taken steps to switch off the device in accordance with (b) the Tracking Device and/or IVMS must not create any

Anonymous Data or Personal Data relating to Employees who are on any form of authorised annual or long service leave. (annual leave, personal leave, RDO's, long service leave etc).

- h) The Employer must not, and cannot use, Anonymous Data or Personal Data:
- as evidence, indirectly or directly, against an Employee in applying disciplinary action to that Employee or in any legal action for unfair dismissal or the like.
  - to set or assess individual performance benchmarks, or the like, for an Employee.
- i) The Employer will bear the cost of replacement or repairs in any case that a Tracking Device and/or IVMS is damaged unintentionally in the course of its ordinary use.

### **Disputes Settlement Procedure**

- a) Any dispute regarding this clause or any matter relating to the use of a Tracking Devices or IVMS may be dealt with in accordance with the disputes settlement procedure in this Agreement.
- b) In the event that the Employer has been found to have not complied with any of the requirements set out in this clause by FWC/Court, the Employer must rectify the issue within 24 hours. If the matter is not rectified within this time period, the affected employee(s) can turn off the Tracking Device (other than during a declared event) until compliance with the clause is rectified and substantiated.
- c) If a major breach of this clause has been found to have occurred by FWC/Court, the Employer must immediately cease using the Mobility Solution to which the breach relates until agreement is reached with the Parties to allow the use of the Mobility Solution. Agreement will not be unreasonably withheld. If agreement cannot be reached either party may refer the matter to the Fair Work Commission who will determine the outcome in accordance with the Disputes Settlement Procedure contained within this agreement.
- d) For clarity, a major breach includes:
- A breach that results in the unauthorised access, deletion or modification of Personal Data; or
  - Being found by FWC/Court to have breached the same requirement on a second occasion.