

# SE RESOURCES (ACT) PTY LIMITED SINGLE ENTERPRISE AGREEMENT 2024

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**1. TITLE OF AGREEMENT**

This Agreement shall be known as the SE Resources (ACT) Pty Ltd Single Enterprise Agreement 2024.

**2. DEFINITIONS**

For the purpose of this Agreement:

- The **Act** means the Fair Work Act 2009 (as amended).
- **Australian qualifications framework** or **AQF** refers to the system of competency based training and certification.
- **Afternoon shift** means any shift starting after 4.00pm and finishing at or before midnight.
- The **Agreement** means the SE Resources (ACT) Pty Ltd Single Enterprise Agreement 2024.
- The **Company** means SE Resources (ACT) Pty Ltd (ABN 61 128 068 324).
- **Continuous Shift Work** means work where an Employee is regularly engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption excluding normal weekend days off (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company) and who is regularly rostered to work those shifts.
- **Distant work** is that in respect of which the distance or the travelling facilities to and from such place of work make it reasonably necessary that the Employee should live and sleep at some place other than their usual place of residence at the time of commencing such work.
- The Company **Depots** are located at 5 Huddart Court, Mitchell, ACT 2911 and 132 Forster Drive, Bawley Point, NSW 2539. The Company may, by notice in writing, notify and record a changed depot. Where the Company has no recognised registered office or depot within 50 kilometres of a construction site and labour is being engaged locally, or where the Company does not have a registered office or depot in the State or Territory in which work is being performed, the distance (for the purpose of calculating an Employee's entitlement for travel and expenses) shall be calculated from the Post Office of the nearest town.
- **Employee** means any persons employed by the Company, performing work within Australia and who performs work in accordance with the classifications covered by this Agreement.
- **FWC** means the Fair Work Commission.
- **Immediate Family** means:
  - a. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or
  - b. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of an Employee.
- **Inclement weather** means the existence of abnormal and extreme climatic conditions (including heavy rain, hail, extreme heat or cold, high winds, bush fires, high concentrations of particulate matter in the atmosphere or a combination of more than one condition) by virtue of which it is either not reasonable or not safe for Employees exposed to continue working for the duration of such conditions.
- The **NES** means the National Employment Standards, which represent the minimum standards applying to the Employment of each Employee.
- **Night Shift** means any shift finishing after midnight and at or before 8.00am.
- The **Parties** to this agreement shall mean the Company and all of its Employees engaged in any of the classifications specified in Schedule A of this Agreement.
- **Standard of board and lodging** means lodging in a well kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room (for one Employee) if a single room is not available, with hot and cold running water.

**3. APPLICATION OF AGREEMENT**

**3.1. Date and Period of Operation**

- 3.1.1. This Agreement will commence operation 7 days after it is approved by the FWC and will nominally expire 31<sup>st</sup> March 2027.
- 3.1.2. This Agreement will provide for back payment of any applicable increases to base rates of pay and overtime to the day after the nominal expiry date of the previous (2020) Agreement, providing that the Employee remains employed on the date this Agreement commences operation.
- 3.1.3. This Agreement will continue to operate beyond its nominal expiry date until it is replaced or terminated by law.

**3.2. Scope of Agreement**

- 3.2.1. This Agreement applies to the Company in respect of its Employees performing work in accordance with the classifications in Schedule A when they perform that work in Australia.

**3.3. No Extra Claims**

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

**3.4. Relationship to Awards**

- 3.4.1. For the purposes of this clause, the terms 'award' or 'awards' include any applicable award.
- 3.4.2. This Agreement represents a complete statement of the mutual rights and obligations between the Company and its Employee(s) to the exclusion, to the extent permitted by law, of any awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.
- 3.4.3. This Agreement regulates all terms and conditions of employment including any conditions of employment that are made in accordance with this agreement and thus expressly excludes and displaces the operation of any and all other matters and conditions of employment (including those howsoever described or identified as a preserved entitlement, preserved notional term, preserved notional entitlement, protected notional condition, preserved award term or protected award condition) in any award.
- 3.4.4. Without in any way limiting the foregoing and to remove any doubt, this Agreement expressly excludes and completely displaces the Electrical, Electronic and Communications Contracting Award 2020 (MA000025).

**3.5. Deductions**

- 3.5.1. The parties agree that the Company may deduct from an amount payable to an Employee, pursuant to s.324 (1)(b) of the Act, the cost incurred by the Company in any of the following instances:
  - 3.5.1.1. Where the Company pays the course fees for training or further education requested by the Employee and an Employee resigns from or abandons their employment, the Company may deduct the costs of training or further education incurred in the period six months prior to the cessation of employment. This does not include the value of the hours spent by an Employee in such training;
  - 3.5.1.2. Where the Employee incurs and is responsible for any traffic infringement or is involved in a motor vehicle accident and the Employee is proven to be at fault by the insurer, the Employee will be responsible for the payment of any fines or non-recoverable insurance excess payments up to \$500.00 for each and every occurrence; and
  - 3.5.1.3. Where the Employee is the recipient of an overpayment of wages paid to the Employee in error.
- 3.5.2. Upon written notification of an amount owing by an Employee to the Company in accordance with 3.5.1, the parties agree to a reasonable payback period, which shall be confirmed in writing.

3.5.3. Where the parties cannot agree on a repayment schedule, the Employee shall be required to make minimum weekly instalments of \$80.00.

3.5.4. The Company may deduct from any termination payments the balance of outstanding monies owed by the Employee, by virtue of this section.

#### **4. EMPLOYEE ENGAGEMENT**

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

4.1.1. Full time and part time Employees shall be initially engaged upon a three month probationary period. Either party may terminate this probationary period with one week's notice;

4.1.2. A full time Employee is one engaged as such to work an average of 36 or 38 hours per week plus reasonable additional hours;

4.1.3. A part-time Employee is an Employee engaged on a regular basis to work less than 38 hours per week but may work up to 38 hours per week plus reasonable additional hours. The Company will inform the part-time Employee of the ordinary hours of work and the starting and finishing times. A part-time Employee is entitled to all the benefits of this agreement on a pro rata basis;

4.1.4. A casual Employee is one who is engaged and paid as such. A casual Employee shall receive a casual loading of 25% in addition to their base hourly rate of pay, as specified in Schedule B of this Agreement. A casual Employee shall have no entitlement to paid personal/carer's leave, payment for public holidays not worked or annual leave;

4.1.5. A temporary fixed term/project Employee is an Employee engaged for a specific period, task or project. A fixed term engagement cannot be for longer than 2 years and cannot be extended or renewed more than once. Employees engaged for a fixed term shall be advised of their fixed period of engagement upon commencement of employment; and

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

#### **5. REMUNERATION**

##### **5.1. Payment of Wages**

5.1.1. The Company warrants that no Employee shall suffer a reduction in take home pay as a result of this Agreement being approved.

5.1.2. Employees (current and future) shall be graded in accordance with Schedule A of the Agreement and be entitled, as a minimum, to the corresponding base rate of pay specified in Schedule B.

5.1.3. Wages shall be paid weekly on a weekday nominated by the Company. Wages due to an Employee upon termination shall be paid on the normal weekday pay day. The Company may change the weekday on which pay day will fall, provided Employees are provided with at least 30 days notice.

5.1.4. The rates of pay set out in Schedule B will be adjusted on the anniversary of the commencement of the Agreement in accordance with Schedule B of this Agreement.

5.1.5. The wage rates in Schedule B are inclusive of tool allowance, electrical licence margin, industry allowance, first aid allowance and multi-storey allowances.

##### **5.2. Multi-Trade Allowance**

5.2.1. Employees shall be entitled to a Multi-Trade Allowance for periods of work when they are performing work duties that require a trade qualification and those tasks are considered not the core business of the Company and therefore not performed in the normal course of site works.

5.2.2. Such work will require an applicable AQF Certificate III or higher qualification to complete the work and/or licence issued by a legislative authority. The allowance shall be paid on an hourly basis and must be approved by an authorised Supervisor. The Company, at its sole discretion, will approve the qualifications that fall into this category, which includes but is not limited to the following:

5.2.2.1. Certificate III ESI – Power Systems – Distribution Overhead.

5.2.2.2. Certificate III Instrumentation and Control.

5.2.2.3. Certificate III Electrotechnology Systems – Refrigeration and Air Conditioning

### **5.3. Distant Work Travel Allowance**

- 5.3.1. The Company will provide an adequate standard of support, workplace amenities, and living conditions for Employees who are, by their work location, temporarily required to remain away from home.
- 5.3.2. Where an Employee is required to remain away from home overnight, the Company and Employee will mutually agree to do one of the following:
- 5.3.2.1. The Company may elect to pay Employees the amount specified in Schedule C in compensation for reasonable board and lodging, meals and incidental expenses; or
  - 5.3.2.2. The Company may supply reasonable board and lodging and pay each Employee the amounts specified in Schedule C to compensate for meals and incidental expenses; or
  - 5.3.2.3. The Company may supply suitable accommodation, provide three adequate meals each day and pay the amount specified in Schedule C for incidental expenses.
  - 5.3.2.4. In addition to the above, fair and reasonable travel costs will be reimbursed at cost by submission of an expense claim for approval.
- 5.3.3. Allowances paid in respect of clause 5.3.2, will be paid in accordance with requirements of the Taxation Determination applicable at the time and will be reviewed annually in line with the published Tax Determination.

### **5.4. Travel Allowances**

- 5.4.1. Where an Employee commences work on a site or a project, as opposed to the Company Depot, and is not provided with transport to the site or project by the Company, the Employee shall receive a Daily Travel Allowance as detailed in Schedule C. The Daily Travel Allowance shall cover all costs associated with travel to and from the site and specifically includes all parking fees associated with attendance at work sites. Daily Travel Allowance is not paid when Employees are allocated a Company vehicle or Motor Vehicle Allowance.
- 5.4.2. Where an Employee is required to travel to any other work site, company office or a supplier using their own personal vehicle during working hours, the Employee will be entitled to claim an additional Travel Allowance as detailed in Schedule C. For the claim to be approved, it will need to be validated using an approved method or application. For avoidance of doubt, only Employees entitled to claim Daily Travel Allowance will be eligible for an additional Travel Allowance.
- 5.4.3. Motor Vehicle Allowance shall be paid in accordance the Motor Vehicle Allowance Policy.
- 5.4.4. Where an Employee is provided with a Company vehicle, they must at all times comply with the Motor Vehicle Policy.
- 5.4.5. Clause 5.4.1 does not apply to Employees who start and finish work at their normal time at the Company Depot or when temporarily required to stay away from home and receiving an allowance in accordance with clause 5.3.2 of this Agreement.
- 5.4.6. Where an Employee is on-call and is required to travel to a site in response to a call out, they will be entitled to an additional travel allowance for each occasion they travel to site from home.
- 5.4.7. Where an Employee is required to travel to Distant Work, such an Employee will be entitled to be paid at their base rate for all hours travelled Monday to Friday. The penalty rates listed in clause 6.3.4 will apply for travel on Saturdays, Sundays and Public Holidays.

### **5.5. Superannuation**

- 5.5.1. The Company will pay superannuation contributions in respect of an Employee's ordinary time earnings into a complying Superannuation Fund nominated by the Employee in accordance with Superannuation Guarantee Legislation.
- 5.5.2. Should an Employee fail to nominate a fund, CBus Super will be used as the default fund under this Agreement.
- 5.5.3. The superannuation contribution rate shall be 11.0% of Ordinary Time Earnings or at least at a rate amended by Superannuation Guarantee Legislation.

5.5.4. Employees are entitled to superannuation contributions for any period taken as paid leave, except paid parental leave in accordance with the Paid Parental Leave Act 2010.

**5.6. Accident and Illness Insurance**

5.6.1. The Company will provide 24 hour accident and illness insurance for Employees covered by this agreement (to a maximum of \$20.00 per Employee per week) under the Group Salary Continuance Plan that can be found at Schedule C.

**5.7. Employee Assistance Program**

5.7.1. The Company will maintain an Employee Assistance Program for Employees and their Immediate Family. The program will provide free access to counselling and mediations services in a private and confidential environment.

**5.8. Uniform Allowance**

5.8.1. The Company will provide a Uniform Allowance as set out in Schedule C to cover the Employee's provision of approved Safety Footwear, long blue work pants and shorts.

5.8.2. The Company may at its discretion, adjust the Uniform Allowance if for legislative or operational reasons the Company makes a decision to issue to Employees either Safety Footwear or long blue work pants.

**5.9. NES Minimum Standards**

5.9.1. The National Employment Standards (NES) apply at all times to Employee(s) covered by this Agreement.

5.9.2. Where the NES provides, or is varied to provide, a benefit or condition or entitlement more favourable in a particular respect than that contained in this Agreement, the benefit or condition or entitlement contained in this Agreement shall be overridden to the extent of any less favourable inconsistency with the NES.

**5.10. Annualised Salaries**

5.10.1. By mutual agreement, the Company may pay an Employee an annual salary in satisfaction of any or all of the following provisions of the Agreement:

5.10.1.1. Clause 5.1 — Payment of Wages;

5.10.1.2. Clause 5.4 — Travel Allowances; and

5.10.1.3. Clause 6.3 — Reasonable Additional Hours.

5.10.2. Where an annual salary is paid the Company must advise the Employee in writing of the annual salary that is payable and which of the provisions of this agreement will be satisfied by payment of the annual salary.

5.10.3. The annual salary must be no less than the amount the Employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).

5.10.4. At the request of the Employee, the annual salary of the Employee must be reviewed by the Company to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary. Notwithstanding any request for a review from an Employee, the Company shall review the annual salary of each Employee on an annualised salary arrangement at the end of each quarter of a year.

**6. HOURS OF WORK**

**6.1. Ordinary Hours**

6.1.1. Ordinary hours of work for full time Employees shall be an average of 38 hours per week, Monday to Friday. Ordinary hours may be averaged over a 4 week period.

6.1.2. Employees can elect to work an average 36 hours per week but can only make any change to their selection once in each financial year 1st July and 30th June.

6.1.3. By agreement, Employees may be required to work up to 12 ordinary hours on any given day, Monday to Friday.

6.1.4. The ordinary hours of work are defined as 6.00am to 6.00pm Monday to Friday. Start and finish times shall be as determined from time to time by the Company. If for operational reasons, the Company requires an Employee to commence work prior to 6.00am, they will be paid at the applicable penalty rate for any hours worked before 6.00am. Hours worked after 6.00am will be paid at the base rate of pay until a total of 8 hours have been worked and any additional hours will be paid at the applicable penalty rates. On an ad-hoc basis, it may be mutually agreed between the Company and Employee that the normal working day shall commence prior to 6.00am, in which case, the base rate of pay will apply to those hours worked prior to 6.00am.

6.1.5. The normal pattern of hours will consist of 8 hours per day, Monday to Friday. Where the nature of work requires an alteration of the normal pattern of hours, the Company will consult with Employees in accordance with clause 13.

## **6.2. Rostered Days Off**

6.2.1. Employees shall be required to work a minimum of 8 hours per day, 5 days per week, of which 0.4 hours or 0.8 hours each day shall accrue toward a paid day off, to be known as a Rostered Day Off (RDO). Employees also have the option to elect to be paid 36 ordinary hours per week with 8 hours worked and 0.8 hours accrued towards an RDO.

6.2.2. Rostered Days Off may be accumulated to a maximum of 5 days. Should an Employee accrue more than 5 days of RDO hours, the Company may request the Employee take any RDO hours in excess of 5 days, by providing a minimum of 2 weeks' notice.

6.2.3. Employees are required to provide at least 2 weeks' notice of an intention to use accrued Rostered Days Off, or less by agreement with the Company.

6.2.4. The Company, subject to the operational requirements of the Company, may require an Employee to use accrued Rostered Days Off in accordance with the Company's published Public Holiday and RDO Calendar. The Company may also require an Employee to observe Designated Long Weekends as listed in the Company's published Public Holiday and RDO Calendar.

6.2.5. Employees who are on 36 ordinary hours per week are ordinarily required to take the designated 36 hours RDO as part of a three-day weekend (RDO weekend). A 36 hours RDO can be taken either on the Friday immediately prior to the weekend or on the Monday as listed in the Company's published Public Holiday and RDO Calendar. The Company may vary the day that can be taken as an RDO based on the operational requirements at the time. In the event operational requirements require the 36 hours RDO to be taken on an alternative day that is not adjacent to the weekend, the Company, with the agreement of the Employee, may substitute the day the Employee is to take off for another day. Employees will not be permitted to work on the RDO weekend unless approved by the Company prior to that weekend and is necessary in order to meet the operational requirements of the Company.

6.2.6. Employees will not accrue any entitlement toward Rostered Days Off for any day that they are absent from work for any reason.

6.2.7. Employees may request to cash out any accumulated Rostered Days Off at the Employee's base rate of pay that applies at the time such RDO hours are cashed out. Rostered Days Off will be paid at the Employee's base rate upon termination of employment.

6.2.8. Where an Employee has accumulated Rostered Days Off before the commencement of the Christmas shutdown, the Company may direct the employee to take RDOs during the period of shutdown.

## **6.3. Reasonable Additional Hours**

6.3.1. Employees may be requested to work reasonable additional hours beyond 38 hours per week to meet the operational requirements of the Company and the manning and productivity requirements of each job, project and/or client.

6.3.2. An Employee may decline to work additional hours in circumstances where the working of such additional hours would be unreasonable, having regard to:

6.3.2.1. Any risk to the Employee's health and safety;

6.3.2.2. The Employee's personal circumstances including family responsibilities;

6.3.2.3. The needs of the workplace or enterprise;

6.3.2.4. The notice (if any) given by the Company of the additional hours and by the Employee or his/her intention to refuse it; and

6.3.2.5. Any other relevant matters.

6.3.3. It is acknowledged by Employees that the nature of the Company's operational, business and client requirements necessitates reasonable additional hours being worked by Employees. Examples of such requirements include:

6.3.3.1. Client expectations and time pressures to complete jobs on time and within budget;

6.3.3.2. Increases and decreases to work volumes and work flows;

6.3.3.3. Breakdowns;

6.3.3.4. Power failures;

6.3.3.5. Emergency; and

6.3.3.6. Out of hours shutdowns.

6.3.4. All hours worked by Employees on Saturdays, Sundays, Public Holidays and for hours in excess of 8 hours per day, Monday to Friday, shall be classed as reasonable additional hours and shall be paid by applying the following penalty rates:

Monday-Friday:	Double time
Saturday:	Double time
Sunday:	Double time
Public Holidays:	Double time and a half
Public Holiday Call-Out	Triple time

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

#### **6.4. Shift Work**

6.4.1. The following loadings shall be paid in addition to an Employees base rate of pay for the duration of this Agreement.

6.4.2. An Employee whilst on a rostered afternoon or night shift must be paid for such shift 50% more than the Employee's base rate. A rostered shift is defined as a shift that continues for at least five successive afternoons or nights.

6.4.3. An Employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights must be paid for such shift hours outside of ordinary hours at the applicable penalty rate in accordance with clause 6.3.4.

6.4.4. An Employee required to work a rostered night shift will be given at least 7 days written notice that shall include hours of work, starting and finishing times, days to be worked, the applicable shift loading and allowances to be paid.

6.4.5. Where a shift falls partly on a Public Holiday, the provisions of clause 6.3.4 shall apply where the major portion of the shift falls on the Public Holiday.

**Example:** It is noted that a combination of shift and Public Holiday penalties cannot apply to a particular shift, eg an 8 hour shift commencing at 9pm on a given day and finishing at 5am on a Public Holiday would be considered a Public Holiday shift and would attract penalty payments of 8 hours at double time and a half.

6.4.6. Under no circumstances shall an Employee be entitled to a shift penalty under this clause and penalty rates for working reasonable additional hours under clause 6.3.4 of this Agreement at the same time, i.e. the Employee shall only be entitled to one or the other.

6.4.7. An Employee's weekly hours of work can consist of a mixture of both non-shift work and shift-work. An Employee(s) can be required to work both non-shift work and shift work within a 24 hour period by agreement or provided that the Employee(s) has received a minimum of 24 hours notice. Clauses 6.6.4, 6.6.5 and 6.6.6 shall apply to breaks between periods of work.



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

#### **6.5. Availability, Standing-By and Recall to Work**

6.5.1. An Employee recalled to work overtime after leaving the work premises or site shall be paid a minimum of 4 hours' work at the appropriate penalty rate in clause 6.3.4 of the Agreement for each time he/she is so recalled.

6.5.2. An Employee requested to be on-call or standing-by for a possible recall to work shall be paid an allowance as set out in Schedule C. Special arrangements apply to major holiday periods and are detailed in Schedule C.

6.5.3. Where an Employee has agreed to be on-call and/or standing-by, they will be included in an On-Call Roster and they shall:

6.5.3.1. Make themselves contactable via telephone and/or mobile telephone (as specified by the Company) for the whole time they are on-call or standing-by; and

6.5.3.2. Be at all times ready, willing and able to attend to any and all call-outs they may receive or be directed by the Company to attend.

6.5.4. An Employee on-call or standing-by shall at all times be ready, willing and able to drive a motor vehicle and hence shall not be over the legal driving limit for alcohol or under the influence of any other driving impairing drugs or substances.

6.5.5. An Employee shall not be entitled to any payment under this section where the Employee has not complied with section 6.5.3. In addition, such failure may be subject to disciplinary action.

#### **6.6. Meal and Rest Breaks**

6.6.1. Employees are entitled to a paid rest break of 10 minutes on each day between the time of commencing work and the usual meal break.

6.6.2. Employees are entitled to an unpaid meal break of 30 minutes no later than after six hours of work on any day and each subsequent 6 hours worked where applicable.

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

6.6.4. An Employee will be provided a minimum of 10 hours mandatory rest period between shifts. In the event that this rest period overlaps with the Employee's next shift, the Employee shall not be required to commence work until 10 hours has elapsed and such an Employee shall be entitled to payment for the usual rostered hours not worked.

6.6.5. An Employee who is recalled to work while on-call will be entitled to a minimum of 10 hours mandatory rest period after any call-out period over 6 hours' duration or that is completed after midnight.

6.6.6. If on the instruction of the Company, an Employee resumes or continues work without having had the 10 hours off work in accordance with clause 6.6.4 or 6.6.5; such an Employee will be paid at the relevant overtime rates in accordance with clause 6.3.4 until released from work for such a 10 hour period.

### **7. LEAVE ENTITLEMENTS**

#### **7.1. Annual Leave**

7.1.1. An Employee(s) entitlement to annual leave shall be in accordance with the NES. Casual Employees shall have no entitlement to annual leave. Annual leave will accrue progressively during a year of service according to the Employee's ordinary hours of work. Employees will be entitled to four weeks paid annual leave per annum. Where an Employee is engaged in Continuous Shift Work such an Employee shall be entitled to five weeks paid annual leave per annum.

- 7.1.2. For the purpose of the additional week of annual leave provided for in the NES, a shift worker is a seven day shift worker who is regularly rostered to work on Sundays and public holidays. Where an Employee with 12 months' continuous service is engaged for part of the 12 monthly period as a seven day shift worker, that Employee must have their annual leave increased by half a day for each month the Employee is continuously engaged as a seven day shift worker.
- 7.1.3. Annual leave shall be paid at the base rate of pay applicable under this Agreement at the time that an Employee takes annual leave, on the basis of 8 hours per day.
- 7.1.4. Annual leave shall be taken at a time which is approved by the Company as being convenient having regard to overall operational and manning requirements of the Company. Employees shall be required to provide at least one month's notice of a request to take annual leave; or less where agreed. The final approval for any annual leave application shall lie with the Company.
- 7.1.5. An Employee may take annual leave prior to completing 12 months of service provided it does not exceed the Employee's pro-rata accrued annual leave entitlement
- 7.1.6. On termination of employment, the value of any accrued but untaken annual leave shall be paid to an Employee.
- 7.1.7. Where an Employee has more than 8 weeks annual leave entitlement accrued to them, the parties agree that it is reasonable for the Company to direct an Employee to take annual leave by providing a minimum of 4 weeks' notice to such an Employee. The Company may only direct an Employee to take a maximum of one quarter of the leave credits owing to the Employee.
- 7.1.8. The Company may observe a temporary shutdown during the Christmas and New Year period. The Company will notify, in writing, the Employees of the shutdown 2 months prior to the commencement of the shutdown. The Company may direct, in writing, an Employee to take a period of paid annual leave during the shutdown period if the Employee has accrued annual leave. If an employee has not accrued enough annual leave for the period of shutdown, the Company and the Employee may agree, in writing, for the employee to take leave without pay for the entire or a part of the shutdown period.
- 7.1.9. Annual leave may be cashed out by agreement between the Company and Employee, subject to the following conditions:
- 7.1.9.1. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee;
  - 7.1.9.2. An Employee must not cash out so much annual leave so as to leave the Employee with less than 4 weeks of accumulated annual leave;
  - 7.1.9.3. The Company must agree to the Employee cashing out their annual leave; and
  - 7.1.9.4. The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

## **7.2. Personal/Carer's Leave**

- 7.2.1. An Employee(s) entitlement to personal/carer's leave shall be in accordance with the NES. Casual Employees shall have no entitlement to paid personal/carer's leave. Casual Employees have an entitlement to unpaid carer's leave in accordance with the NES. Personal/carer's leave will accrue progressively during a year of service according to the Employee's ordinary hours of work. Personal/Carer's Leave is cumulative from year to year.
- 7.2.2. Payment for personal/carer's leave is conditional upon an Employee:
- 7.2.2.1. Notifying the Company, as soon as is reasonably practicable, of the inability to attend work due to a personal illness or injury and the estimated duration of the absence; and
  - 7.2.2.2. Providing to the Company proof of illness or injury that would satisfy a reasonable person, in accordance with s.107(3) of the Act, for any absence due to illness where the absence:
    - 7.2.2.2.1. Occurs during the first six months of employment; or
    - 7.2.2.2.2. Is of three or more consecutive days duration; or
    - 7.2.2.2.3. Occurs after the first three single sick days in a 12 month period; or
    - 7.2.2.2.4. Occurs on a rostered shift immediately before or after the public holiday; or

7.2.2.2.5. As specifically requested by the Company.

7.2.3. In the event that an Employee is absent from work other than on approved personal/carer's leave and does not produce proof of illness or injury in accordance with s.107(3) of the Act, the Employee will be deemed to have been absent from work without authorisation and will not be paid for any scheduled hours not worked.

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

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

7.2.5.1. A personal illness or injury of the member; or

7.2.5.2. An unexpected emergency affecting the member.

7.2.6. To qualify for paid Carer's Leave, the Employee must provide:

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

7.2.6.2. For an unexpected emergency, a statutory declaration stating the nature of the emergency and the requirement for care or support.

7.2.7. An Employee is entitled to a further two days unpaid carer's leave on each occasion where care is required beyond the maximum paid carer's leave. To qualify for unpaid carer's leave the Employee must have already used all of their paid carer's leave entitlements and satisfy any requirements of s.107 of the Act.

### **7.3. Compassionate Leave**

7.3.1. An Employee is entitled to a period of 2 days of Compassionate Leave for each occasion, for the purposes of spending time with a person who:

7.3.1.1. Is a member of the Employee's immediate family or a member of the Employee's household; and

7.3.1.2. Contracts or develops a personal illness that poses a serious threat to his or her life; or

7.3.1.3. Sustains a personal injury that poses a serious threat to his or her life; or

7.3.1.4. Dies.

7.3.2. In order to qualify for payment for Compassionate leave, the Employee must provide the Company with evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in accordance with s.105(1) of the Act.

### **7.4. Parental Leave**

7.4.1. All Employees shall be entitled to Parental Leave in accordance with Part 2-2, Division 5 of the Act as varied from time to time.

### **7.5. Domestic and Family Violence Leave**

7.5.1. For the purposes of this clause, family violence is:

7.5.1.1. Behaviour by a person towards a family member of that person if that behaviour:

7.5.1.1.1. Is physically or sexually abusive;

7.5.1.1.2. Is emotionally or psychologically abusive;

7.5.1.1.3. Is economically abusive; or

7.5.1.1.4. Is threatening; or

7.5.1.1.5. Is coercive; or

7.5.1.1.6. In any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

7.5.1.2. Behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to in clause 7.5.1.1.

7.5.2. For the purposes of this clause, family member and immediate family have the same meaning.

7.5.3. A relationship may be an intimate personal relationship whether or not it is sexual in nature.

7.5.4. The Company must take all reasonable measures to ensure personal information in relation to an Employee's experience of family violence is kept confidential at all times.

7.5.5. An Employee (other than a casual Employee) who is experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's base rate of pay prescribed by this agreement to attend legal proceedings, counselling and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience with domestic and family violence.

7.5.6. Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of one day.

7.5.7. The Company may require the Employee to provide evidence that would satisfy a reasonable person of the need for family violence leave such as a document issued by Law Enforcement agencies, a court, a medical practitioner (including a medical certificate), a family violence support service or a statutory declaration.

7.5.8. For avoidance of doubt, family violence leave does not accrue from year to year and is not paid out on termination of employment.

## **7.6. Long Service Leave**

7.6.1. An Employee is entitled to long service leave in accordance with the NES.

## **7.7. Public Holidays**

7.7.1. Full Time Employees shall be entitled to payment for those public holidays referred to in s.115(1) of the Act.

7.7.2. Part time Employees shall only be entitled to payment for those public holidays that fall on days that they are normally rostered to work.

7.7.3. Casual Employees shall have no entitlement to payment for public holidays not worked.

7.7.4. It is expected that Employees be available to work on public holidays as requested, provided such a request is reasonable in accordance with s.62(3) and s.114 of the Act.

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

## **7.8. Community Service Leave**

7.8.1. Each of the following is a community service activity:

7.8.1.1. Jury Service (including attendance for the purposes of jury selection) that is required by or under a law of the Commonwealth or a State or Territory; or

7.8.1.2. Carrying out voluntary emergency management activity referred to in s.109(2) of the Act.

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

7.8.2.1. Time when the Employee engages in the activity;

7.8.2.2. Reasonable travelling time associated with the activity;

7.8.2.3. Reasonable rest time immediately following the activity; and

7.8.2.4. Unless the activity is jury service – the Employee's absence is reasonable in all the circumstances.

7.8.3. An Employee who wants an absence for Community Service Leave must provide the Company with a notice of absence, which must:

7.8.3.1. Be given to the Company as soon as reasonably practicable (which may be a time after the absence has started); and

- 7.8.3.2. Advise the Company of the period, or expected period of such leave.
- 7.8.4. An Employee who has given the Company notice of an absence under this clause must, if required by the Company, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity as defined in clause 7.8.1.
- 7.8.5. An Employee's absence from their employment is not covered by this clause unless the Employee complies with this clause.
- 7.8.6. Where an Employee (with the exception of casual Employees) is absent from their employment because of jury service, the Company must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work for a period of 10 days only.
- 7.8.7. The Company may request an Employee to provide evidence that would satisfy a reasonable person:
  - 7.8.7.1. That the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and
  - 7.8.7.2. Of the total amount (even if the amount is nil) of jury service pay that has been paid, or is payable to the Employee for the period.
- 7.8.8. If an Employee fails to provide the evidence referred to in clause 7.8.7, the Employee shall not be entitled to payment under clause 7.8.6.
- 7.8.9. Where the Employee provides such evidence, the amount payable to the Employee under this clause is reduced by the total amount of jury service pay that has been paid, or is payable to the Employee.
- 7.8.10. With the exception of Jury Service, all other forms of Community Service Leave shall be without pay.

## **8. DISCIPLINE PROCEDURES**

- 8.1. Each Employee's performance will be regularly assessed by the Company. Employees that are performing well will have this noted and career opportunities will be enhanced. However, if an Employee's performance or behaviour does not meet required standards, the Employee will be made aware of their deficiencies and given the opportunity to correct these deficiencies.
- 8.2. Serious breaches of discipline by an Employee may lead to summary dismissal. These include illegal acts (eg. theft), reckless behaviour that may cause injury to persons or damage to property, being under the influence of drugs or alcohol while at work, discrimination on the basis of race, colour, religion or ethnic background, harassment of any form – and other serious matters.
- 8.3. Theft includes not only the taking of useable materials or property belonging to the Company, its customers or other Employees, but also scrap cable, used cable drums or other materials. The scrap value of these materials remains the property of the Company which also has the duty to ensure their environmentally sound disposal.
- 8.4. The Company will ensure that it provides all Employees with procedural fairness in relation to all disciplinary and termination situations. In summary, this will involve the following:
  - 8.4.1. In circumstances that do not constitute serious misconduct, Employees will initially receive a verbal warning from their supervisor;
  - 8.4.2. If the Employee's performance remains unsatisfactory their supervisor will instigate a disciplinary interview;
  - 8.4.3. Employees will be provided with a notice to attend an interview identifying the issues/allegations of concern. (An Employee must not be ambushed);
  - 8.4.4. Employees shall be provided the opportunity to have a witness or representative of their choice present with them during any disciplinary interviews, which will occur at a Company Depot;
  - 8.4.5. During the interview if an Employee is not able to provide adequate reasons for their conduct, such an Employee shall be issued with a written warning. A review period should be set over which time the Employee's behaviour should be monitored;
  - 8.4.6. If the problems continue, a subsequent disciplinary interview will be held (which shall also incorporate steps in clauses 8.4.3 and 8.4.4) and similarly if the Employee is not able to provide

adequate reasons for their conduct or performance, such an Employee shall be issued with a final written warning, which shall identify that their employment is in jeopardy;

8.4.7.If the problems continue a further disciplinary interview will be held and similarly if the Employee is not able to provide adequate reasons for their conduct or performance, such an Employee shall be issued with a letter of termination; and

8.4.8.Where an Employee is believed to have engaged in serious misconduct or in cases of redundancy, the Company may commence action from clause 8.4.6.

## **9. TERMINATION OF EMPLOYMENT**

### **9.1. Notice of Termination**

9.1.1.Notice of termination shall be in accordance with the NES.

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

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

9.1.3.Where an Employee is over 45 years of age at the time of termination and has a period of continuous service with the Company in excess of two years, the Employee shall be entitled to one week's notice in addition to that prescribed in clause 9.1.2.

9.1.4.Payment in lieu of the notice prescribed in clause 9.1.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The Company may pay an employee in lieu of notice prescribed in clause 9.1.2. The Company may terminate an Employee's employment by providing part of the prescribed notice period and pay in lieu of the balance of the notice period.

9.1.5.An Employee will not be entitled to notice in the case of dismissal for conduct that justifies serious misconduct.

9.1.6.The notice of termination required to be given by Employees shall be the same as that required of the Company in clause 9.1.2. If an Employee fails to give the requisite notice, the Company may deduct from wages due to the Employee an amount that is no more than one week's wages for the employee.

9.1.7.Where an Employee has given or been given notice of termination of employment he or she shall continue in employment until the date of the expiration of such notice. Any Employee who, having given or been given such notice is absent from work without reasonable cause during such period will not be paid for the period of the absence.

9.1.8.Notice of Termination by the Company must be in writing and may be affected in any one of the following ways:

9.1.8.1. Delivering it personally; or

9.1.8.2. Leaving it at the Employee's last known address; or

9.1.8.3. Sending it by pre-paid post to the Employee's last known address; or

9.1.8.4. Sending it to an email address nominated by the employee.

### **9.2. Redundancy Payments and Severance Funds**

9.2.1.An Employee's position will be considered redundant when the Company no longer requires the job done by the Employee due to business or operational reasons. Business or operational reasons are reasons including economic, technological, structural or similar nature relating to the Company's undertaking, establishment, service or business, or to a part of the Company's undertaking, establishment, service or business.

9.2.2.The selection of those Employees to be made redundant shall be made by the Company based on such factors as greatest cost benefit, efforts, skills, abilities and length of service, either on

their own or a combination of the above. This clause shall in no way limit the right of the Company to make decisions concerning redundancy based on operational requirements.

9.2.3. At its sole discretion, the Company may offer voluntary redundancy. Any offer will be structured for and may be limited to specific groups of Employees.

9.2.4. Redundancy does not occur where the job the Employee has been doing is terminated due to the ordinary and customary turnover of labour or where an alternate position is accepted by an Employee within the Company or a successor.

9.2.5. Where an Employee whose position is made redundant shall be paid redundancy pay in accordance with the following table:

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

9.2.6. The reference to a period of continuous service with the Company does not include periods of employment as a casual Employee with the Company.

9.2.7. In accordance with s.123(4)(a) of the Act, Apprentices shall not be entitled to redundancy payments.

9.2.8. The Company will contribute to the MERT fund as the default fund on behalf of Employees (except Apprentices and Casual Employees). Employees have the option to request contributions are made to the PROTECT fund in place of the MERT fund by applying in writing to the Company.

9.2.9. The amount of contributions paid by the Company into the MERT or PROTECT funds shall be as follows:

- 9.2.9.1. 1<sup>st</sup> April 2024 – 31<sup>st</sup> March 2025: \$85.00 per week;
- 9.2.9.2. 1<sup>st</sup> April 2025 – 31<sup>st</sup> March 2026: \$90.00 per week; and
- 9.2.9.3. 1<sup>st</sup> April 2026 – 31<sup>st</sup> March 2027: \$95.00 per week.

9.2.10. Where an Employee accrues and maintains the equivalent of eight (8) weeks' pay at their current rate of pay in their MERT or PROTECT fund or funds, the Employee may elect by notice in writing, on the form provided by the Company, to have ongoing redundancy contributions redirected to their approved superannuation fund. Employees are advised to obtain independent professional advice before requesting such a change. For avoidance of doubt, an Employee must have accrued eight (8) weeks' pay during their current employment term with the Company.

9.2.11. If the Employee chooses to pay into their superannuation fund after meeting the requirements of clause 9.2.10 and there is a shortfall in payment from their MERT or PROTECT funds, the gross amount paid into superannuation (i.e. including any tax paid) will be taken into account as the top up from the fund shortfall.

9.2.12. Where the Company contributes to a redundancy/severance fund such as the MERT or PROTECT funds, the Company shall be entitled to offset all amounts contributed to the Employee's MERT or PROTECT Funds in accordance with clause 9.2.9 or otherwise paid into a nominated superannuation fund in accordance with clause 9.2.10, against an entitlement under

clause 9.2.5. For avoidance of doubt, all contributions paid by the Company into a redundancy fund or a nominated superannuation fund will be used to offset all entitlements under clause 9.2.5.

## **10. AGREED COMPANY POLICIES**

All Employees shall comply with all Company policies and procedures as amended from time to time. All Company policies and procedures will be available to Employees.

### **10.1. Inclement Weather Procedure**

- 10.1.1. In the event of inclement weather affecting a workplace or worksite, work will continue until the particular work in hand can no longer be done safely and efficiently.
- 10.1.2. In the event of extreme heat or cold conditions, work activities on sites will be managed in accordance with the Thermal Comfort Policy.
- 10.1.3. Whilst there is inclement weather, Employees will be required to:
  - 10.1.3.1. Continue to work or relocate to alternative work (including undercover work on site);  
or
  - 10.1.3.2. When required, perform emergency and safety work; or
  - 10.1.3.3. Work on unexpected breakdowns which can be corrected in limited time duration.
- 10.1.4. Should only a portion of the site/project or workplace be affected by inclement weather, all other Employees not so affected shall continue working, regardless that some Employees may be entitled to cease work due to inclement weather.
- 10.1.5. Where the above steps are not possible, affected Employees may be transferred to an alternative work site in accordance with clause 10.2 or be required to attend tool box meetings, work planning sessions or skills development activities. If these options are not available, the Company and Employee may, by mutual agreement, agree the use of banked Rostered Days Off (RDO) to take time off.
- 10.1.6. In the event that exceptional circumstances require the work site to be closed for an extended period of time, by mutual agreement with the Company, Employees may elect to take Leave Without Pay for the period of the site shutdown.

### **10.2. Transfer of Labour Procedure**

- 10.2.1. If a halt to productive work occurs which is not the fault or the responsibility of the Company, the parties agree that Employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. As a result of the transfer, any additional expenses incurred by Employees, will be reimbursed by the Company by submission of an expense claim for approval.

### **10.3. Minimum Tool Lists**

- 10.3.1. The Minimum Tool List Policy sets out the contents of each Minimum Tool List and the responsibilities of both the Company and Employees with regard to tools and equipment that all Employees are required to be in possession of while working on all work sites. Three tool lists have been developed based on the differing requirements of Employee classifications as per Schedule A and can be found at Schedule E.

## **11. DISPUTE SETTLEMENT PROCEDURE**

- 11.1. If a dispute relates to:
  - 11.1.1. A matter arising under this Agreement; or
  - 11.1.2. The National Employment Standards;this term sets out procedures to settle the dispute.
- 11.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 11.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.



- 11.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 11.5. The Fair Work Commission may deal with the dispute in two stages:
- 11.5.1. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 11.5.2. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
- 11.5.2.1. Arbitrate the dispute; and
- 11.5.2.2. Make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*
- A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 11.6. While the parties are trying to resolve the dispute using the procedures in this term:
- 11.6.1. An Employee must continue to perform his or her work as he or she would normally, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 11.6.2. An Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
- 11.6.2.1. The work is not safe; or
- 11.6.2.2. Applicable work health and safety legislation would not permit the work to be performed; or
- 11.6.2.3. The work is not appropriate for the Employee to perform; or
- 11.6.2.4. There are other reasonable grounds for the Employee to refuse to comply with the direction.
- 11.7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

## **12. FLEXIBILITY ARRANGEMENTS**

- 12.1. The Parties covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 12.1.1. The agreement deals with 1 or more of the following matters:
- 12.1.1.1. Arrangements about when work is performed;
- 12.1.1.2. Overtime rates;
- 12.1.1.3. Penalty rates;
- 12.1.1.4. Allowances; and
- 12.1.2. The arrangement meets the genuine needs of the Parties in relation to 1 or more of the matters mentioned in clause 12.1.1; and
- 12.1.3. The arrangement is genuinely agreed to by the Parties.
- 12.2. The Company must ensure that the terms of the individual flexibility arrangement:
- 12.2.1. Are about permitted matters under section 172 of the Fair Work Act 2009; and
- 12.2.2. Are not unlawful terms under section 172 of the Fair Work Act 2009; and
- 12.2.3. Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 12.3. The Company must ensure that the individual flexibility arrangement:
- 12.3.1. Is in writing; and
- 12.3.2. Includes the names of the Parties; and

12.3.3. Is signed by the Parties and if the Employee is under 18 years of age, is also signed by a parent or guardian of the Employee; and

12.3.4. Includes details of:

12.3.4.1. The terms of the enterprise agreement that will be varied by the arrangement; and

12.3.4.2. How the arrangement will vary the effect of the terms; and

12.3.4.3. How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

12.3.5. States the day on which the arrangement commences.

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

12.5. The Parties may terminate the individual flexibility arrangement:

12.5.1. By giving no more than 28 days written notice to the other party to the arrangement; or

12.5.2. If the Parties agree in writing – at any time.

### **13. CONSULTATION TERM**

13.1. This term applies if the Company:

13.1.1. Has made a definite decision to introduce a major change to Company policies and procedures, production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

13.1.2. Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

#### ***Major change***

13.2. For a major change referred to in clause 13.1.1:

13.2.1. The Company must notify the relevant Employees of the decision to introduce the major change; and

13.2.2. Clauses 13.3 to 13.9 apply.

13.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

13.4. If:

13.4.1. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

13.4.2. The Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.

13.5. As soon as practicable after making its decision, the Company must:

13.5.1. Discuss with the relevant Employees:

13.5.1.1. The introduction of the change; and

13.5.1.2. The effect the change is likely to have on the Employees; and

13.5.1.3. Measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and

13.5.2. for the purposes of the discussion — provide, in writing, to the relevant Employees:

13.5.2.1. All relevant information about the change including the nature of the change proposed; and

13.5.2.2. Information about the expected effects of the change on the Employees; and

13.5.2.3. Any other matters likely to affect the Employees.

13.6. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 13.7. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 13.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clauses 13.2.1, 13.3 and 13.5 are taken not to apply.
- 13.9. In this term, a major change is likely to have a significant effect on Employees if it results in:
- 13.9.1. The termination of the employment of Employees; or
  - 13.9.2. Major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
  - 13.9.3. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 13.9.4. The alteration of hours of work; or
  - 13.9.5. The need to retrain Employees; or
  - 13.9.6. The need to relocate Employees to another workplace; or
  - 13.9.7. The restructuring of jobs.
- Provided that nothing in this clause limits or has the effect of limiting the right of the Company to make decisions about redundancy, demobilisation or re-deployment of Employees.

***Change to regular roster or ordinary hours of work***

- 13.10. For a change referred to in paragraph 13.1.2:
- 13.10.1. The Company must notify the relevant Employees of the proposed change; and
  - 13.10.2. Clauses 13.11 to 13.15 apply.
- 13.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 13.12. If:
- 13.12.1. A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - 13.12.2. The Employee or Employees advise the Company of the identity of the representative; the Company must recognise the representative.
- 13.13. As soon as practicable after proposing to introduce the change; the Company must:
- 13.13.1. Discuss with the relevant Employees the introduction of the change; and
  - 13.13.2. For the purposes of the discussion – provide to the relevant Employees:
    - 13.13.2.1. All relevant information about the change, including the nature of the change; and
    - 13.13.2.2. Information about what the Company reasonably believes will be the effects of the change on the Employees; and
    - 13.13.2.3. Information about any other matters that the Company reasonably believes are likely to affect the Employees; and
  - 13.13.3. Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 13.14. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 13.15. The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 13.16. In this term, relevant Employees means the Employees who may be affected by a change referred to in clause 13.1.

**14. SUPPLEMENTARY LABOUR**

- 14.1. The Company may require to supplement labour resources from time to time to meet short term requirements. A decision to engage labour hire is at the sole discretion of the Company.
- 14.2. The Company will ensure it will only engage labour hire contractors who fully comply with all legal obligations as required by Commonwealth, State and Territory legislation. The Company will require labour hire contractors to provide documentary evidence of compliance.
- 14.3. The legal obligations that will be complied with include the “same job, same pay” framework introduced by the Fair Work Legislation Amendment (Closing Loopholes) Act 2023 (Cth) that requires all labour hire workers engaged by the Company to receive the same pay as Employees performing the same work as per the classifications in Schedule A.
- 14.4. The requirements of clause 14 specifically exclude specialist contractors engaged to perform work not ordinarily undertaken by the Company’s Employees.

**15. TRAINING**

- 15.1. Employees may be directed by the Company to attend training or further education during working hours and/or outside of working hours and/or in addition to working hours.
- 15.2. Where the Company directs Employees to attend training or further education, Employees will attend such training or further education either during working time or in addition to their 38 ordinary hour week. The Company will pay all the costs of this training or further education and pay Employees at their base rate of pay for their time spent in attendance. For training where a stay away from home overnight will be required, the allowances at clause 5.3 will apply.
- 15.3. Where the Company does not direct an Employee to attend training or further education, the decision to pay the Employee for attendance at such training or further education, is at the sole discretion of the Company.
- 15.4. Where an Employee requests the Company to pay course fees for training or further education which the Company considers is not relevant to its needs, the Company may still agree to pay the course fees for such training or further education, however the Employee shall attend the training or further education outside of normal working hours and the Employee will not be paid any wages or other monies by the Company for their attendance at such training or further education.
- 15.5. The Company shall only be required to pay for courses that are satisfactorily completed (eg. where an Employee fails a unit, he/she will not be reimbursed by the Company for the cost of the failed unit).
- 15.6. Where the Company invests significant amounts in training Employees to aid their development and expand their capabilities and if within 12 months of completing that training, the Employee terminates their employment with the Company, the Employee will be required to reimburse the full training costs back to the Company. This clause will not apply to training in relation to core competencies required by the Employee to perform their trade specific role.

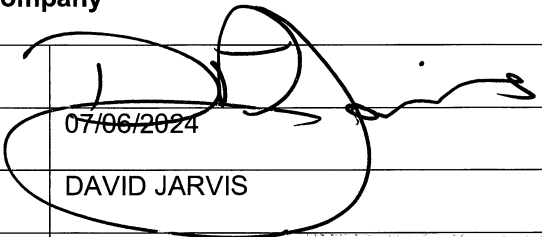
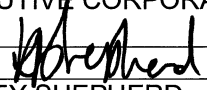
**16. APPRENTICES**

- 16.1. Employees engaged on apprenticeships or traineeships are engaged as fixed term Employees for the duration of those apprenticeships or traineeships. During that time, they are entitled to all the benefits of full time employment, except redundancy benefits contained in clause 9.2 of this Agreement.
- 16.2. Notwithstanding any provisions of this Agreement, should the Apprenticeship or Trainee Training Agreement and/or Training Contract be cancelled, either by expiry or for other reason, the Employee will also be terminated.
- 16.3. Training for the Apprentice or Trainee shall be in accordance with the Employee’s applicable apprentice or traineeship training schedule.
- 16.4. Apprentices attending technical colleges, schools, registered training organisations or CIT shall be reimbursed by the Company, upon provision of evidence of satisfactory progress, all fees paid by the Apprentice less any amount paid to the Apprentice for reimbursement of these fees by a government and any costs associated with prescribed textbooks (excluding those textbooks which are available in the Company’s technical library) incurred by an Employee in connection with training specified in, or associated with, the training contract.



- 16.5. If an Apprentice is unable to pay course fees at the time of enrolment, they may apply to the Company for financial assistance to pay the fees. Each application will be considered on a case-by-case basis and will be subject to clause 3.4.1.1.
- 16.6. Where an Apprentice or Trainee absents himself or herself from work on unauthorised leave, the period of the Apprenticeship or Traineeship shall be extended by such period of unauthorised leave.
- 16.7. In the event that the parties are in dispute over any matter relating to an Apprentice or Trainee, the parties deal with the dispute in accordance with clause 11.

**ENDORSEMENT OF AGREEMENT**

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

Signed:	
Date:	07/06/2024
Name in full (printed):	DAVID JARVIS
Address:	5 HUDDART COURT MITCHELL, ACT 2911
Position title:	EXECUTIVE CORPORATE MANAGER
Witnessed by:	
Witness name in full:	KELSEY SHEPHERD
Witness address:	5 HUDDART COURT MITCHELL, ACT 2911

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

Signed:	
Date:	07/06/2024
Name in full (printed):	CRAIG DWYER
Address:	5 HUDDART COURT MITCHELL, ACT 2911
Position title:	ELECTRICAL TRADESPERSON
Witnessed by:	
Witness name in full:	KELSEY SHEPHERD
Witness address:	5 HUDDART COURT MITCHELL, ACT 2911

**Signed for and on behalf of the CEPU**

Signed:	
Date:	
Name in full (printed):	
Address:	<hr/> <hr/>
Position title:	
Witnessed by:	
Witness name in full:	
Witness address:	<hr/> <hr/>

## **SCHEDULE A - CLASSIFICATION STRUCTURE**

This classification structure sets out the pay grades for Employees employed by the Company under the Agreement. The individual grading of Employees is based on experience, skills, responsibilities and works undertaken. Changes to grading will be considered after annual performance reviews are completed prior to the anniversary of the Agreement. All changes to grading will be at the sole discretion of the Company.

### **1. Electrical Worker Grade 1C**

- 1.1. An Electrical Worker Grade 1C is an Employee who is a labourer or engaged in assisting a tradesperson, provided that such assistance must not include the work of a tradesperson.

### **2. Electrical Worker Grade 1B**

- 2.1. An Electrical Worker Grade 1B is an Employee who is a labourer or engaged in assisting a tradesperson, provided that such assistance must not include the work of a tradesperson.

### **3. Electrical Worker Grade 1A**

- 3.1. An Electrical Worker Grade 1A is an Employee who is a labourer or engaged in assisting a tradesperson, provided that such assistance must not include the work of a tradesperson.

### **4. Electrical Worker Grade 2C**

- 4.1. An Electrical Worker Grade 2C is an Employee who is in training for an Electrical Worker Grade 2B position.

### **5. Electrical Worker Grade 2B**

- 5.1. An Electrical Worker Grade 2B is an Employee who is in training for an Electrical Worker Grade 2A position.

### **6. Electrical Worker Grade 2A**

- 6.1. An Electrical Worker Grade 2A is an Employee who is in training for an Electrical Worker Grade 3C position.

### **7. Electrical Worker Grade 3C**

- 7.1. An Electrical Worker Grade 3C is an Employee who holds a AQF Certificate Level 3 in Telecommunications; and
- 7.2. Without limiting the scope of work, has suitable experience, skills and knowledge to perform the work described below:
  - 7.2.1. Installs radio, communications and related equipment including antenna; or
  - 7.2.2. Installs fire alarm or security alarm equipment; or
  - 7.2.3. Install data and communications cabling.

### **8. Electrical Worker Grade 3B**

- 8.1. An Electrical Worker Grade 3B is an Employee who holds a AQF Certificate Level 3 in Telecommunications; and
- 8.2. Without limiting the scope of work, has suitable experience, skills and knowledge to perform the work described below:
  - 8.2.1. Installs radio, communications and related equipment including antenna; or
  - 8.2.2. Installs fire alarm or security alarm equipment; or
  - 8.2.3. Install data and communications cabling.

### **9. Electrical Worker Grade 3A**

- 9.1. An Electrical Worker Grade 3A is an Employee who holds a AQF Certificate Level 3 in Telecommunications; and
- 9.2. Without limiting the scope of work, has suitable experience, skills and knowledge to perform the work described below and provides direction, assistance and supervision to Electrical Worker Grades 1, 2, 3C and 3B:
  - 9.2.1. Installs radio, communications and related equipment including antenna; or



9.2.2. Installs fire alarm or security alarm equipment; or

9.2.3. Install data and communications cabling.

#### **10. Electrical Worker Grade 4C**

10.1. An Electrical Worker Grade 4C is an Employee who holds the trade qualifications described below:

10.1.1. An AQF Certificate Level 3 in Electrotechnology; and

10.1.2. Unrestricted Electrical Construction Occupation Licence; or

10.1.3. An AQF Certificate Level 4 in Telecommunications; and

10.2. Without limiting the scope of work, has suitable experience, skills and knowledge to perform the work of an electrical tradesperson and provides direction, assistance and supervision to Electrical Worker Grades 1, 2 and 3.

#### **11. Electrical Worker Grade 4B**

11.1. An Electrical Worker Grade 4B is an Employee who holds the trade qualifications described below:

11.1.1. An AQF Certificate Level 3 in Electrotechnology; and

11.1.2. Unrestricted Electrical Construction Occupation Licence; and

11.2. Without limiting the scope of work, has suitable experience, skills and knowledge to perform the work of an electrical tradesperson and provides direction, assistance and supervision to Electrical Worker Grades 1, 2 and 3.

#### **12. Electrical Worker Grade 4A**

12.1. An Electrical Worker Grade 4A is an Employee who holds the trade qualifications described below:

12.1.1. An AQF Certificate Level 3 in Electrotechnology; and

12.1.2. Unrestricted Electrical Construction Occupation Licence; and

12.2. Without limiting the scope of work, has suitable experience, skills and knowledge to perform the work of an electrical tradesperson and provides direction, assistance and supervision to Electrical Worker Grades 1, 2, 3, 4C and 4B.

#### **13. Electrical Worker Grade 5C**

13.1. An Electrical Worker Grade 5C is an Employee who holds the trade qualifications described below:

13.1.1. An AQF Certificate Level 3 in Electrotechnology; and

13.1.2. Unrestricted Electrical Construction Occupation Licence; and

13.2. Without limiting the scope of work, has suitable experience, skills and knowledge to perform the work of an electrical tradesperson and provides direction, assistance and supervision to Electrical Worker Grades 1, 2, 3, and 4.

#### **14. Electrical Worker Grade 5B**

14.1. An Electrical Worker Grade 5B is an Employee who holds the trade qualifications described below:

14.1.1. an AQF Certificate Level 3 in Electrotechnology; and

14.1.2. Unrestricted Electrical Construction Occupation Licence; and

14.2. Without limiting the scope of work, has suitable experience, skills and knowledge to perform the work of an electrical tradesperson and provides direction, assistance and supervision to Electrical Worker Grades 1, 2, 3, 4 and 5C.

#### **15. Electrical Worker Grade 5A**

15.1. An Electrical Worker Grade 5A is an Employee who holds the trade qualifications described below:

15.1.1. an AQF Certificate Level 3 in Electrotechnology; and

15.1.2. Unrestricted Electrical Construction Occupation Licence; and

15.2. Without limiting the scope of work, has suitable experience, skills and knowledge to perform the work of an electrical tradesperson and provides direction, assistance and supervision to Electrical Worker Grades 1, 2, 3, 4, 5C and 5B.

**16. Electrical Worker Grade 6C**

- 16.1. An Electrical Worker Grade 6C is an Employee who holds the trade qualifications described below:
  - 16.1.1. an AQF Certificate Level 3 in Electrotechnology; and
  - 16.1.2. Unrestricted Electrical Construction Occupation Licence; and
  - 16.1.3. Without limiting the scope of work, has a minimum of 10 years' experience as a licenced Electrician with the skills and knowledge to perform the work of an electrical tradesperson and provides direction, assistance and supervision to Electrical Worker Grades 1, 2, 3, 4 and 5; or
- 16.2. An Electrical Worker Grade 6C is an Employee who holds the qualifications and training requirements that meet the criterion for Level 1 Accredited Service Provider to perform contestable network services.

**17. Electrical Worker Grade 6B**

- 17.1. An Electrical Worker Grade 6B is an Employee who holds the trade qualifications described below:
  - 17.1.1. an AQF Certificate Level 3 in Electrotechnology; and
  - 17.1.2. Unrestricted Electrical Construction Occupation Licence; and
  - 17.1.3. Without limiting the scope of work, has a minimum of 10 years' experience as a licenced Electrician with the skills and knowledge to perform the work of an electrical tradesperson and provides direction, assistance and supervision to Electrical Worker Grades 1, 2, 3, 4 and 5; or
- 17.2. An Electrical Worker Grade 6B is an Employee who holds the qualifications and training requirements that meet the criterion for Level 1 Accredited Service Provider to perform contestable network services.

**18. Electrical Worker Grade 6A**

- 18.1. An Electrical Worker Grade 6A is an Employee who holds the trade qualifications described below:
  - 18.1.1. an AQF Certificate Level 3 in Electrotechnology; and
  - 18.1.2. Unrestricted Electrical Construction Occupation Licence; and
  - 18.1.3. Without limiting the scope of work, has a minimum of 10 years' experience as a licenced Electrician with the skills and knowledge to perform the work of an electrical tradesperson and provides direction, assistance and supervision to Electrical Worker Grades 1, 2, 3, 4 and 5; or
- 18.2. An Electrical Worker Grade 6A is an Employee who holds the qualifications and training requirements that meet the criterion for Level 1 Accredited Service Provider to perform contestable network services.

**19. Electrical Worker Grade 7**

- 19.1. An Electrical Worker Grade 7 is an Employee who holds the trade qualifications described below:
  - 19.1.1. an AQF Certificate Level 3 in Electrotechnology; and
  - 19.1.2. a Diploma or higher in Electrical or Electronic Engineering; and
  - 19.1.3. Unrestricted Electrical Construction Occupation Licence; and
  - 19.1.4. Without limiting the scope of work, has a minimum of 10 years' experience as a licenced Electrician with the skills and knowledge to perform the work of an electrical tradesperson and provides direction, assistance and supervision to Electrical Worker Grades 1, 2, 3, 4 and 5; or
- 19.2. An Electrical Worker Grade 7 is an Employee who holds the qualifications and training requirements that meet the criterion for Level 1 Accredited Service Provider to perform contestable network services and has a minimum of 5 years' experience performing such services.

**20. Plant Operator Grade 1C**

- 20.1. A Plant Operator Grade 1C is an Employee who holds appropriate licences or certificates of competency to operate company plant and equipment with limited supervision; and

- 20.2. Possesses or is in the process of obtaining a worker authorisation to work on or near an Electricity Network in accordance with the Electrical Safety Rules applicable to that network.

**21. Plant Operator Grade 1B**

- 21.1. A Plant Operator Grade 1B is an Employee who holds appropriate licences or certificates of competency to operate company plant and equipment with limited supervision; and
- 21.2. Possesses or is in the process of obtaining a worker authorisation to work on or near an Electricity Network in accordance with the Electrical Safety Rules applicable to that network.

**22. Plant Operator Grade 1A**

- 22.1. A Plant Operator Grade 1A is an Employee who holds appropriate licences or certificates of competency to operate company plant and equipment with limited supervision; and
- 22.2. Possesses or is in the process of obtaining a worker authorisation to work on or near an Electricity Network in accordance with the Electrical Safety Rules applicable to that network.

**23. Plant Operator Grade 2C**

- 23.1. A Plant Operator Grade 2C is an Employee who holds appropriate licences or certificates of competency to operate company plant; and
- 23.2. Without limiting the scope of work, has a minimum of 5 years' experience as a Plant Operator with the skills and knowledge to perform the work with limited supervision;
- 23.3. Possesses or is in the process of obtaining a worker authorisation to work on or near an Electricity Network in accordance with the Electrical Safety Rules applicable to that network.

**24. Plant Operator Grade 2B**

- 24.1. A Plant Operator Grade 2B is an Employee who holds appropriate licences or certificates of competency to operate company plant; and
- 24.2. Without limiting the scope of work, has a minimum of 5 years' experience as a Plant Operator with the skills and knowledge to perform the work with limited supervision; and
- 24.3. Possesses or is in the process of obtaining a worker authorisation to work on or near an Electricity Network in accordance with the Electrical Safety Rules applicable to that network.

**25. Plant Operator Grade 2A**

- 25.1. A Plant Operator Grade 2A is an Employee who holds appropriate licences or certificates of competency to operate company plant; and
- 25.2. Without limiting the scope of work, has a minimum of 5 years' experience as a Plant Operator with the skills and knowledge to perform the work with limited supervision; and
- 25.3. Possesses or is in the process of obtaining a worker authorisation to work on or near an Electricity Network in accordance with the Electrical Safety Rules applicable to that network.

**26. Plant Operator Grade 3C**

- 26.1. A Plant Operator Grade 3C is an Employee who holds appropriate licences or certificates of competency to operate company plant; and
- 26.2. Without limiting the scope of work, has a minimum of 5 years' experience as a Plant Operator with the skills and knowledge to perform the work without supervision and provides direction, assistance and supervision to Electrical Worker Grade 1 and Plant Operator Grade Employees; and
- 26.3. Possesses or is in the process of obtaining a worker authorisation to work on or near an Electricity Network in accordance with the Electrical Safety Rules applicable to that network.
- 26.4. This classification also provides for Employees not classified above that carry out duties as required and directed by the Company Directors.

**27. Plant Operator Grade 3B**

- 27.1. A Plant Operator Grade 3B is an Employee who holds appropriate licences or certificates of competency to operate company plant; and

- 27.2. Without limiting the scope of work, has a minimum of 5 years' experience as a Plant Operator with the skills and knowledge to perform the work without supervision and provides direction, assistance and supervision to Electrical Worker Grade 1 and Plant Operator Grade Employees; and
- 27.3. Possesses or is in the process of obtaining a worker authorisation to work on or near an Electricity Network in accordance with the Electrical Safety Rules applicable to that network.
- 27.4. This classification also provides for Employees not classified above that carry out duties as required and directed by the Company Directors.

### **28. Plant Operator Grade 3A**

- 28.1. A Plant Operator Grade 3A is an Employee who holds appropriate licences or certificates of competency to operate company plant; and
- 28.2. Without limiting the scope of work, has a minimum of 5 years' experience as a Plant Operator with the skills and knowledge to perform the work without supervision and provides direction, assistance and supervision to Electrical Worker Grade 1 and Plant Operator Grade Employees; and
- 28.3. Possesses or is in the process of obtaining a worker authorisation to work on or near an Electricity Network in accordance with the Electrical Safety Rules applicable to that network.
- 28.4. This classification also provides for Employees not classified above that carry out duties as required and directed by the Company Directors.

### **29. Apprentice**

- 29.1. An Apprentice is an Employee who has entered into a training contract for an apprenticeship in accordance with clause 16 of this Agreement.

### **30. Adult Apprentice**

- 30.1. An Adult Apprentice is an Employee of 21 years of age or over at the time of entering into a training contract for an apprenticeship in accordance with clause 16 of this Agreement.

### **31. Supervisor Roles**

- 31.1. There are three levels of supervisor required to deliver projects and works that are assigned to suitably qualified and experienced tradespersons.
- 31.2. Without limiting the project or job specific scope of works, supervisors are responsible for:
  - 31.2.1. Planning of works;
  - 31.2.2. The supervision of Employees on site;
  - 31.2.3. Material purchasing and installation;
  - 31.2.4. Coordination of plant and equipment;
  - 31.2.5. Customer liaison;
  - 31.2.6. Contract reporting;
  - 31.2.7. Health Safety Environment and Quality system compliance; and
  - 31.2.8. Responsibility includes ensuring all applicable Australian Standards and Codes of Practice are fully complied with and Certificates of Electrical Safety are submitted for all electrical works where required in legislation.
- 31.3. The classification of Supervisors is as follows:
  - 31.3.1. **Supervisor 1:** Responsibility of projects or works with a contract value of less than \$1,000,000 or responsible for an element of a larger project under the supervision of a Supervisor 2 or Supervisor 3;
  - 31.3.2. **Supervisor 2:** Responsibility of projects or works with a contract value of \$1,000,000 to less than \$5,000,000 or responsible for an element of a larger project under the supervision of a Supervisor 3; and
  - 31.3.3. **Supervisor 3:** Responsibility of projects or works with a contract value of \$5,000,000 or more.

- 31.4. Contract value is defined as the “ex GST amount” stated in the contract or subcontract upon execution of that contract or subcontract.
- 31.5. All Supervisors will be appointed by the Company after consultation with and the agreement of Project Managers and senior Supervisors.
- 31.6. All Employees fulfilling the role of a Supervisor, will be paid an allowance as detailed in Schedule C. When determining which allowance will apply to a particular Supervisor, the contract value of the project or works will not be the only determining factor. Other factors will include the complexity of the scope of works, works duration and the specific responsibilities assigned to the individual Supervisor, as determined by the Company.

**SCHEDULE B – BASE RATES OF PAY**

The following rates are the base rates of pay, inclusive of tool allowance, electrical licence margin, industry allowance, special allowances, site allowance and multi-storey allowance excluding a casual loading as per clause 4.1 (for casual Employees only). They shall apply as a minimum for the life of the agreement for the calculation of Employee remuneration, and for any calculation of Employee redundancy pay and paid leave entitlements.

Pay Grade	Effective 01/04/2024	Effective 01/04/2025	Effective 01/04/2026
<b>1. Apprentices</b>			
a. 1st Year Apprentice	\$23.74	\$24.93	\$25.68
b. 2nd Year Apprentice	\$31.65	\$33.23	\$34.23
c. 3rd Year Apprentice	\$39.21	\$41.17	\$42.40
d. 4th Year Apprentice	\$45.61	\$47.89	\$49.33
e. Adult Apprentice	\$40.62	\$42.66	\$43.94
<b>2. Electrical Workers</b>			
a. Electrical Worker Grade 1C	\$42.77	\$44.90	\$46.25
b. Electrical Worker Grade 1B	\$43.47	\$45.64	\$47.01
c. Electrical Worker Grade 1A	\$44.19	\$46.40	\$47.80
d. Electrical Worker Grade 2C	\$39.20	\$41.16	\$42.39
e. Electrical Worker Grade 2B	\$39.90	\$41.90	\$43.15
f. Electrical Worker Grade 2A	\$40.62	\$42.66	\$43.94
g. Electrical Worker Grade 3C	\$44.00	\$46.19	\$47.58
h. Electrical Worker Grade 3B	\$46.76	\$49.09	\$50.57
i. Electrical Worker Grade 3A	\$51.14	\$53.69	\$55.30
j. Electrical Worker Grade 4C	\$52.73	\$55.37	\$57.03
k. Electrical Worker Grade 4B	\$53.46	\$56.13	\$57.81
l. Electrical Worker Grade 4A	\$54.17	\$56.88	\$58.58
m. Electrical Worker Grade 5C	\$54.87	\$57.62	\$59.35
n. Electrical Worker Grade 5B	\$55.59	\$58.37	\$60.12
o. Electrical Worker Grade 5A	\$56.30	\$59.12	\$60.89
p. Electrical Worker Grade 6C	\$57.00	\$59.85	\$61.65
q. Electrical Worker Grade 6B	\$57.73	\$60.62	\$62.43
r. Electrical Worker Grade 6A	\$58.44	\$61.37	\$63.21
s. Electrical Worker Grade 7	\$59.86	\$62.85	\$64.74
<b>3. Plant Operators</b>			
a. Plant Operator Grade 1C	\$44.05	\$46.25	\$47.64
b. Plant Operator Grade 1B	\$44.90	\$47.14	\$48.56
c. Plant Operator Grade 1A	\$45.61	\$47.89	\$49.33
d. Plant Operator Grade 2C	\$47.74	\$50.13	\$51.63
e. Plant Operator Grade 2B	\$48.47	\$50.89	\$52.42
f. Plant Operator Grade 2A	\$49.17	\$51.63	\$53.18
g. Plant Operator Grade 3C	\$54.17	\$56.88	\$58.58
h. Plant Operator Grade 3B	\$54.87	\$57.62	\$59.35
i. Plant Operator Grade 3A	\$55.59	\$58.37	\$60.12

**SCHEDULE C – ALLOWANCES**

The following allowances shall apply as a minimum for the life of the agreement.

**1. Supervisor Allowances (as per Schedule A)**

- |                 |                       |
|-----------------|-----------------------|
| a. Supervisor 1 | \$200 per week worked |
| b. Supervisor 2 | \$250 per week worked |
| c. Supervisor 3 | \$300 per week worked |

**2. Multi-Trade Allowance (as per clause 5.2.)**

Effective 01/04/2024	Effective 01/04/2025	Effective 01/04/2026
\$5.36	\$5.62	\$5.79

**3. Distance Work Allowances (as per clause 5.3.2.)**

- |   |                  |
|---|------------------|
| a. Board & lodging, meals and incidentals | \$237.00 per day |
| b. Board & lodging only                   | \$114.00 per day |
| c. All Meals broken down as follows:      | \$103.00 per day |
| i. Breakfast                              | \$25 per day     |
| ii. Lunch                                 | \$28 per day     |
| iii. Dinner                               | \$50 per day     |
| d. Incidentals only                       | \$20.00 per day  |

**4. Daily Travel Allowance (as per clause 5.4.1.)**

- |                         |         |
|-------------------------|---------|
| a. Effective 01/04/2024 | \$44.00 |
| b. Effective 01/04/2025 | \$45.00 |
| c. Effective 01/04/2026 | \$46.00 |

**5. Travel Allowance (as per clause 5.4.2.)**

\$0.90 per Kilometre

**6. On-Call Allowance (as per clause 6.5.2.)**

- |   |         |
|---|---------|
| a. For each full 24-hour period or part thereof | \$80.00 |
|---|---------|

**7. Designated Holidays – On Call Arrangements**

- |   |                            |
|---|----------------------------|
| a. For each full 24-hour period or part thereof             | \$80.00                    |
| b. Public Holidays  | 8 hours Public Holiday pay |
| c. Designated Long Weekend RDOs                             | 8 hours normal pay         |
| d. Close Down Period weekdays that are not a Public Holiday | 8 hours normal pay         |
| e. Weekends   | No normal pay              |

**8. Uniform Allowance (as per clause 5.8.)**

- |   |                   |
|---|-------------------|
| a. Provision of safety boots                    | \$250.00 per year |
| b. Provision of long blue work pants and shorts | \$250.00 per year |

SCHEDULE D – ACCIDENT & ILLNESS INSURANCE POLICY SUMMARY

[gallagherbenefits.com.au](http://gallagherbenefits.com.au)



## Company Funded Income Protection

Shepherd Electrical provides an important insurance benefit to their employees. If you have received this flyer from Human Resources you may be eligible for Income Protection insurances. This Employer-paid cover provides you and your family peace of mind in case of illness, accident & injury.



### Group Salary Continuance Benefits

- Employees are covered up to 75% of salary + 9.5% superannuation + allowances
- 30 day waiting period
- Two year benefit period
- Automatic Acceptance Cover of \$14,000 per month, salary equivalent \$224,000 pa
- Increasing Benefits (CPI to 5% p.a.)

### Eligibility and Additional Benefits

- All employees are eligible, up to the age of 64
- No need for a medical, covers pre-existing conditions up to Automatic Acceptance Limit
- Policy includes the following Ancillary Benefits. See page 2 for further details
  - Crisis Benefit
  - Nursing Care Benefit
  - Specific Injury Benefit

For more information or a copy of your policy, contact Aaron Lynch at Gallagher or speak with your employer. **T** 0423 057 474 | **E** [aaron\\_lynch@ajg.com.au](mailto:aaron_lynch@ajg.com.au)

**P** 1300 557 782  
**E** [super-service@ajg.com.au](mailto:super-service@ajg.com.au)  
[gallagherbenefits.com.au](http://gallagherbenefits.com.au)

Please note the above information is provided as a simplified summary of the Company Group Salary Continuance Insurance policy.

The Policy Document remains the definitive authority on all policy matters. In the event that there is a discrepancy between the details provided above and the Policy Document the latter will prevail.



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## Ancillary Benefits

### Crisis Benefit

Insurer will pay a lump sum three times the monthly benefit if an insured person suffers one of 35 listed crisis benefit medical conditions, as found in the PDS. These conditions include but are not limited to: Cancer, Heart Attack, Stroke. This payment is made in addition to additional benefits, with the exclusion of Death Benefit and Specific Injury benefit

### Specific Injury Benefit

The insured person will be eligible for a lump sum payment if they suffer one of the specified injuries listed in the PDS. The insured person does not have to satisfy the waiting period for this benefit. The insurer will only pay this benefit once under this policy for each insured person.

### Nursing Care Benefit

The Nursing Care Benefit a benefit to help with nursing expenses where the insured person requires the continuous full-time care of a registered nurse. The insurer will pay a benefit if an insured person is confined to bed for three or more consecutive days during the waiting period. This benefit starts after the insured person has been confined to bed for three successive days and the benefit is paid monthly in arrears.

## Claims

It is encouraged to notify your employer in the event of any potential claim.

Generally speaking the date on which an employee is advised by a medical consultant to cease working is the start of the claim period. Benefit payments commence 30 days from the start of the claim period.

For claims assistance or claims queries, please contact Aaron Lynch from Gallagher.

For more information or a copy of your policy, contact Aaron Lynch at Gallagher or speak with your employer. **T** 0423 057 474 | **E** [aaron\\_lynch@ajg.com.au](mailto:aaron_lynch@ajg.com.au)

**P** 1300 557 782  
**E** [super-service@ajg.com.au](mailto:super-service@ajg.com.au)  
[gallagherbenefits.com.au](http://gallagherbenefits.com.au)

Please note the above information is provided as a simplified summary of the Company Group Salary Continuance Insurance policy.

The Policy Document remains the definitive authority on all policy matters. In the event that there is a discrepancy between the details provided above and the Policy Document the latter will prevail.



Insurance | Risk Management | Consulting

**SCHEDULE E – MINIMUM TOOL LISTS**

**Shepherd Electrical Minimum Tool List for all Electrical Tradespersons and 2nd to 4th Year  
Electrotechnology Apprentices**

1. The following Tool List is a minimum required by all Electrical Tradesmen attending any worksite.
2. Failure to take tools to the site you are working on may result in you receiving a verbal warning and any subsequent breaches will lead to a formal written warning.

Qty	Item
1	1000V Insulated Screwdriver Set
1	1000V Insulated Pliers
1	1000V Insulated Side Cutters
1	250mm Multigrips
1	250mm Vice Grips
1	300mm Hacksaw & Blade
1	300mm Shifting Spanner
1	600mm Level (or longer)
1	8m Retractable Measuring Tape
1	Allen Key Set (Imperial) (T-Handle)
1	Allen Key Set (Metric) (T-Handle)
1	Bastard File (half circle)
1	Bootlace crimper up to minimum of 10mm
1	Caramel wheel
1	Cable Cutter (parrot beaks) to 25mm
1	Cable Stripper to 6mm
1	Centre Punch
1	Chisel - Masonry
1	Chisel - Wood
1	Clamp Meter
1	Claw Hammer
1	Combination Square
1	Conduit Bending Spring - 25mm
1	Conduit Cutters
1	Cordless 100-125mm Grinder
1	Cordless Battery Drill
1	Cordless Battery Multi-tool
1	Cordless Hammer Drill & suitable drill bits
1	Cordless Impact Driver
1	Drill Bit Set - Masonry 5mm, 6mm, 8mm & 10mm (SE to replace due to fair wear & tear)
1	Drill Bit Set - Metal (SE to replace due to fair wear & tear)
1	Electricians Insulated Pliers
1	File Set (circular, flat & half-circle)
1	Flush cutters
1	GPO level - minimum 150mm
1	Gyprock/Plasterboard saw

Qty	Item
1	Hand Crimper to 6mm
1	Holesaw set up to 92mm (SE to replace due to fair wear & tear)
1	Insulation Resistance Tester (Megger)
1	Knee Pads
1	Laser Level (Vertical or Horizontal) or Plum Bob (SE to replace batteries due to fair wear & tear)
1	Long Nose Pliers
1	Lump Hammer
1	Magnet
1	Multi-grip pliers
1	Multimeter (SE to replace batteries due to fair wear & tear)
1	Personal Lock Out Kit
1	Podger Bar
1	Pop Rivet Gun
1	Ratchet Cutters
1	Reciprocating Saw (or Hacksaw)
1	Retractable Measuring Tap - 8m
1	Round File (rat tail)
1	Safety Utility Knife
1	Security Bit Set
1	Set writing instruments (pens, pencils, marker pens, rulers, etc.) & Notebook
1	Shifting Spanner for up to 63mm Glands (or Multi-grips for 63mm glands)
1	Socket Set (Metric & Imperial) to 19mm
1	Spanner Set (Metric & Imperial) to 19mm
1	String Line & Chalk
1	Suitable lockable storage for tools on site (i.e gang box, padlock, packout etc.)
1	Tin Snips
1	Tool Box or Bag & Lock
1	Torch or Headlamp
1	Voltstick (Test Pen)
1	Wrecking Bar

**Shepherd Electrical Minimum Tool List for all 1st year Electrotechnology Apprentices**

1. The following Tool List is a minimum required by all 1st Year Apprentices attending any worksite.
2. Failure to take tools to the site you are working on may result in you receiving a verbal warning and any subsequent breaches will lead to a formal written warning.

<b>On Commencement of Apprenticeship</b>	
<b>Qty</b>	<b>Item</b>
1	1000V Insulated Screwdriver Set
1	1000V Insulated Pliers
1	1000V Insulated Side Cutters
1	Bastard File (half circle)
1	Flush cutters
1	GPO level - minimum 150mm
1	Gyprock/Plaster saw
1	Safety Utility Knife
1	Set writing instruments (pens, pencils, marker pens, rulers, etc.) & Notebook
1	Tool Box, Bag or Pouch & Lock
1	Voltstick (Test Pen)
<b>After Completion of Probation (Normally 3 months)</b>	
<b>Qty</b>	<b>Item</b>
1	Allen Key Set (Imperial) (T-Handle)
1	Claw Hammer
1	Combination Square
1	Conduit Cutters
1	Cordless Battery Drill
1	Cordless Impact Driver
1	Drill Bit Set - Masonry 5mm, 6mm, 8mm & 10mm (SE to replace due to fair wear & tear)
1	Drill Bit Set - Metal (SE to replace due to fair wear & tear)
1	Long Nose Pliers
1	Multi-grip pliers
1	Shifting Spanner for up to 63mm Glands (or Multi-grips for 63mm glands)
1	Tin Snips

**Shepherd Electrical Minimum Tool List for all Data Technicians**

1. The following Tool List is a minimum required by all Data Technicians attending any worksite.
  
2. Failure to take tools to the site you are working on may result in you receiving a verbal warning and any subsequent breaches will lead to a formal written warning.

Qty	Item
1	1000V Insulated Screwdriver Set
1	1000V Insulated Pliers
1	1000V Insulated Side Cutters
1	110 Type Punch Down Tool
1	250mm Multigrips
1	250mm Vice Grips
1	300mm Hacksaw & Blade
1	300mm Shifting Spanner
1	600mm Level (or longer)
1	8m Retractable Measuring Tape
1	Allen Key Set (Imperial) (T-Handle)
1	Allen Key Set (Metric) (T-Handle)
1	Bastard File (half circle)
1	Bootlace crimper up to minimum of 10mm
1	Caramel wheel
1	Cable Stripper to 6mm
1	Centre Punch
1	Chisel - Masonry
1	Chisel - Wood
1	Clamp Meter
1	Claw Hammer
1	Combination Square
1	Conduit Bending Spring - 25mm
1	Conduit Cutters
1	Cordless 100-125mm Grinder
1	Cordless Battery Drill
1	Cordless Hammer Drill & suitable drill bits
1	Cordless Impact Driver
1	Data Cable Stripping Tool
1	Drill Bit Set - Masonry 5mm, 6mm, 8mm & 10mm (SE to replace due to fair wear & tear)
1	Drill Bit Set - Metal (SE to replace due to fair wear & tear)
1	Electricians Insulated Pliers
1	File Set ( circular, flat & half-circle)
1	Flush cutters
1	GPO level - minimum 150mm
1	Gyprock/Plasterboard saw
1	Hand Crimper to 6mm
1	Holesaw set up to 92mm (SE to replace due to fair wear & tear)

<b>Qty</b>	<b>Item</b>
1	Insulation Resistance Tester (Megger)
1	Knee Pads
1	Krone Down Punch Tool
1	Light Sequencer (Modtap Tester)
1	Long Nose Pliers
1	Lump Hammer
1	Multi-grip pliers
1	Multimeter (SE to replace batteries due to fair wear & tear)
1	Personal Lock Out Kit
1	Pop Rivet Gun
1	Retractable Measuring Tap - 8m
1	Round File (rat tail)
1	Safety Utility Knife
1	Security Bit Set
1	Set writing instruments (pens, pencils, marker pens, rulers, etc.) & Notebook
1	Socket Set (Metric & Imperial) to 19mm
1	Spanner Set (Metric & Imperial) to 19mm
1	Suitable lockable storage for tools on site (i.e gang box, padlock, packout etc.)
1	Tin Snips
1	Tool Box or Bag & Lock
1	Torch or Headlamp
1	Voltstick (Test Pen)
1	Wrecking Bar

**Shepherd Electrical Minimum Tool List for all Plant Operators and Trades Assistants**

1. The following Tool List is a minimum required by all Plant Operators & Trades Assistants attending any worksite.
2. Failure to take tools to the site you are working on may result in you receiving a verbal warning and any subsequent breaches will lead to a formal written warning.

Qty	Item
1	250mm Multigrips
1	300mm Shifting Spanner
1	600mm Level
1	1200mm Level
1	8m Retractable Measuring Tape
1	Cordless 100-125mm Grinder
1	Cordless Battery Drill
1	Drill Bit Set - Masonry 5mm, 6mm, 8mm & 10mm (SE to replace due to fair wear & tear)
1	Drill Bit Set - Metal (SE to replace due to fair wear & tear)
1	Lump Hammer
1	Reciprocating Saw
1	Safety Utility Knife
1	Set writing instruments (pens, pencils, marker pens, rulers, etc.) & Notebook
1	String Line & Chalk
1	Suitable lockable storage for tools on site (i.e gang box, padlock, packout etc.)
1	Tool Box or Bag & Lock
1	Torch or Headlamp