

NSG Boffa Service Pty Ltd & CEPU South Australian Enterprise Agreement
2024 – 2027



NSG BOFFA
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1 TITLE OF AGREEMENT

- a) This Agreement shall be known as the NSG Boffa Service Pty Ltd & CEPU South Australian Enterprise Agreement 2024 – 2027.

2 KEY OBJECTIVES

- a) This Agreement has been jointly developed by the Company, its Employees and the CEPU South Australia (Union) with the purpose of developing and implementing workplace reform strategies to produce an environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and job security for Employees.
- b) The primary objective of the Company is to provide safe, efficient and highly productive labour to its clients. The performance of every Employee is critical to achieving the Company's objectives and the Employees agree to actively co-operate with the Client's management and supervision to achieve high levels of safety, productivity and cost-efficient operations.
- c) The parties to this Agreement share the following objectives:
- (i) To improve the efficiency and productivity of the Company through the real change in the way Employees carry out their core tasks.
 - (ii) Increasing the competitiveness, productivity, efficiency, safety and flexibility of the Company and the workforce.
 - (iii) To promote a wider utilisation of skills by the Company's workforce, supported by appropriate training where needed, and to lessen the degree of direct supervision.
 - (iv) To jointly explore the practicality of work teams, and the removal of unnecessary barriers that may prevent the full utilisation of the skills of the Company's workers.
 - (v) To anticipate and utilise new technologies, subject to appropriate training, to enhance the competitive position of the Company.
 - (vi) To prepare for the implementation of quality assurance techniques where they relate directly to the performance of employment duties.
 - (vii) To continue to maintain a working environment that is safe, both on sites and elsewhere, providing a safe and healthy work environment, free from discrimination, harassment and all forms of bullying.
 - (viii) To improve the job satisfaction and responsibility of the Company's workforce; and through the measures contained in this Agreement, encourage the continuity of employment for employees with the aim of maintaining permanent employment opportunities insofar as it is reasonably practicable to do so.
 - (ix) To maintain low rates of dispute and eliminate lost time due to dispute.
 - (x) To promote the prompt return to work of temporarily incapacitated Employees initially on Suitable Duties and a speedy return to full duties where it is safe to do so.
 - (xi) It is recognised by the parties that the Electrical and Communications Construction industry needs to maintain the experience and skills of mature aged workers the parties commit work towards implementing measures with a view to maintaining employment of Mature Age Workers in the Electrical and Communications

Construction Contracting Industry.

- (xii) It is recognised by the parties that the Electrical and Communications service and maintenance industry needs to increase participation of women and the parties commit work towards developing and implementing measures with a view to encouraging and assisting women to seek and maintain employment industry.

3 DEFINITIONS

a) For the purpose of this Agreement:

- (i) **Agreement** means this Enterprise Agreement.
- (ii) **Base Rate of Pay** is defined in accordance with the FW Act.
- (iii) **CEPU** means the Communications Electrical Electronic Energy Information Postal Plumbing & Allied Services Union of Australia – SA Branch Electrical & Plumbing Division (CEPU).
- (iv) **Company** means NSG Boffa Service Pty Ltd.
- (v) **Distant Work** is that in respect of which the distance or travelling facilities to and from such place of work make it reasonably necessary that an Employee should live and sleep at some other place other than his/her usual place of residence at the time of commencing such work.
- (vi) **Employee(s)** means employee who is employed and engaged by the Company within South Australia under a Classification specified in Schedule A of this Agreement and engaged in Service Work.
- (vii) **FFPPA** means First Full Pay Period after.
- (viii) **FW Act** means the *Fair Work Act 2009* (as amended or replaced from time to time).
- (ix) **FWC** means Fair Work Commission
- (x) **Immediate Family** in relation to carer's leave and compassionate leave is a spouse, de-facto partner or child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of an Employee's spouse or de-facto partner.
- (xi) **Mature Age Workers** means workers 45 years of age and older.
- (xii) **NES** means the National Employment Standards
- (xiii) **Nominal Hours** is defined in accordance with the FW Act.
- (xiv) **Reasonable additional hours** as defined in accordance with the FW Act and clause 15 of this agreement.
- (xv) **Reasonable board** means, a minimum of three adequate meals per day
- (xvi) **Reasonable lodging (accommodation)** means a single room (or a twin room if a single is not available) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting, and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television, fridge and tea and coffee making facilities. (Single self-contained clean and well-maintained motel type accommodation of at least 3-star rating) All

facilities must be clean and fully functioning.

- (xvii) **Service work** means all work in facilities management/services, maintenance, repair, alteration or post-construction warranty of a building, or structure, or infrastructure project, and includes all related work in a workshop or in a field servicing capacity. Such work includes Construction Work to the extent that the work is either:
- work in the industry of electrical services, within the meaning of clause 4.3 of the Electrical, Electronic and Communications Contracting Award 2022 as in force at the applicable time, provided by electrical, electronics and communications contractors and their employees; and
 - Work typically includes, but is not limited to facilities management/services, maintenance, repair, alteration or post-construction warranty of an existing building, structure, or project.
- (xviii) **Shift worker** is defined for the purposes of the NES as an employee who works 7 days and is regularly rostered to work Sundays and Public Holidays.
- (xix) **Union** means the Communications Electrical Electronic Energy Information Postal Plumbing & Allied Services Union of Australia – SA Branch Electrical & Plumbing Division (CEPU).

4 PARTIES BOUND

- a) This Agreement shall be lodged with the FWC in accordance with the FW Act and shall be binding upon the Company, the Employees and the Union.

5 SCOPE & APPLICATION OF AGREEMENT

- a) This Agreement applies to the Company in respect of all its Employees falling into the classifications specified in Schedule A based in South Australia.

6 DATE AND PERIOD OF OPERATION

- a) This Agreement shall come into operation seven days after it is approved by the FWC and will nominally expire 30 June 2027.
- b) This Agreement will continue to operate beyond its nominal expiry date until it is replaced or terminated by law.

7 COMMITMENTS

7.1 Security of Employment Arrangements

- a) The Parties covered by this Agreement acknowledge and agree that the use of Third Parties may have the potential to undermine the Employee's security of Employment;
- b) The Company is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Company. Subject to the terms of this Agreement, full-time direct and ongoing employment is a guiding principle of this Agreement;
- c) The Company will take all measures to achieve employment security for the direct permanent employees of the Company. All persons covered by this Agreement recognise the importance of measures to protect and enhance the employment

security, health and safety, and career development of the employees.

- d) The Parties agree that it is highly important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes WH&S and Equal Opportunity principles and practices in the workplace and appropriate representation of employees should they so request. The Company will ensure that its employment practices are consistent with the above principles and practices.

7.2 Supplementary Labour

- (a) The Employer is committed to a principle of same-job-same-pay in its engagement of a labour hire business to supply workers to perform work that would be covered by this Agreement if the work were performed by an Employee of the Employer.
- (b) At the time of engaging a labour hire business to supply such workers, the Employer will require the labour hire business to:
- i. confirm that it provides to such workers pay and conditions which are no less favourable than those which would be required to be paid to an Employee performing the same duties under this Agreement;
 - ii. provide such information to the Employer as would satisfy the Employer that the pay and conditions provided by the labour hire business to the relevant workers are no less favourable than those which would be required to be paid to an Employee performing the same duties under this Agreement.
- (c) The Employer will ensure that any information concerning vacancies in its enterprise that are available to its employees at a workplace are equally available to labour hire workers who perform work at that workplace.
- (d) The Employer will ensure that any workers supplied to it by a labour hire business are provided with access to the same amenities and facilities; that the Employer's direct employees are entitled to at that workplace.

7.3 Same Department – Same Pay

- (a) The parties agree to allow the sharing of labor between the two separate businesses operated by the Company from time to time and on an ad hoc basis, as deemed necessary for operational efficiency and effectiveness.
- (b) The Company will consult with affected employees who may be impacted by any temporary redistribution of labour between the two separate businesses.
- (c) Employees are considered to be under the direction of NSG BOFFA PTY LTD (Construction) when engaged in meaningful work for a period exceeding 2 hours under the direction of an employee working for the NSG Boffa Pty Ltd Construction department, including but not limited to:
- i. Performing construction-related tasks on construction sites accompanying construction staff.
 - ii. Participating in construction planning and scheduling.
 - iii. Providing technical support and expertise during construction projects.
 - iv. Any other duties directly related to construction operations and projects as directed by the Company.

- (d) Employees are not to be considered as performing works for Construction under the following circumstances:
- i. During nominated DLP (Defects Liability Period) periods when they are completing works related to defect inspection, rectification or warranty repairs.
 - ii. When engaged in tasks or projects designated for other departments or business units within NSG Boffa Service Pty Ltd
 - iii. During periods of approved leave, including RDO, annual leave, sick leave, or other authorised absences.
 - iv. While undergoing training or participating in educational programs.
 - v. When engaged in tasks explicitly excluded from the scope of Construction operations or projects.
 - vi. When engaged in tasks explicitly excluded from the scope of Construction operations or projects.
 - vii. Any other situations as defined by the Company or outlined in relevant agreements or policies.
- (e) In circumstances where employees are actively engaged in meaningful work under the direction of NSG BOFFA PTY LTD (Construction), as outlined in clause 2, they shall receive remuneration in alignment with the EBA between NSG BOFFA PTY LTD & CEPU SOUTH AUSTRALIAN ENTERPRISE AGREEMENT 2023. This remuneration adjustment applies solely to the base hourly rate and applicable Project Value Allowance, with no impact on any other allowances as outlined in this Agreement as employment conditions to which allowances relate would remain substantially unchanged.
- (f) The parties agree to communicate any changes regarding 'Same Department – Same Pay' through mutually agreed-upon channels, ensuring transparency and clarity for all involved. Employees acknowledge and accept that they will comply with all directives provided by Construction Supervisors / Project Manager's as instructed, while recognising that their Health, Safety, Environment, and Quality (HSEQ) obligations remain unchanged and transferable across departments when operating under the Company brand.

7.4 Tracking Devices (Promoting a Culture of Trust & Respect)

The Company commits to fostering a workplace culture characterised by trust, honesty, and respect among all employees, even those not covered by this Agreement. The Employer explicitly undertakes not to implement Tracking Devices, specifically Fleet Tracking Devices fixed to vehicles/equipment and Mobile/Hand-held Tracking Devices, as a means of monitoring employee activities. In the event that the company deems it necessary to re-evaluate this policy in the future, it will engage in consultation with the workforce and reach mutual agreement between the parties before any such implementation occurs.

This section does not diminish or restrict the obligations of employees under internal Health, Safety, Environment, and Quality (HSEQ) Policies or Procedures, or the Company's Code of Conduct.

7.5 Site Issues

- a) **Entry, Exit, Security, Health and Safety procedures – Site Access Keys & Passes**
- (i) Where employees are required to obtain a key, swipe card, security card, or any other card of a similar type, used or to be used for the purpose of gaining entry onto, exit from or movement around, projects or sites on which they are required to work, it is agreed that employees will sign out such cards on a daily basis and will return cards at the completion of each work day unless agreed directly with a Supervisor. These remain the

property of the Company.

- (ii) (Subject to sub-paragraphs (iv) and (v) below, employees will:
- a) not be required to provide or have a photograph taken unless agreed by the Company and required by a client as directed by the client as a contractual condition of entry. and/or
 - b) only be required to provide personal information to a 3rd party if the following conditions are satisfied:
 - (1) it is for the purpose of induction onto a project or site or a requirement for gaining access onto a project or site; and
 - (2) the information provided is restricted to the following:
 - Name;
 - Address;
 - Next of Kin;
 - Any medical information which is relevant to the performance of work; and
 - Relevant qualifications/licences
 - Criminal History / Background Check
- (iii) Where information about an employee is provided to a 3rd party in accordance with contractual obligations, the Company will take all reasonable steps to have the 3rd party:
- a) only use the personal information provided for security and/or health and safety purposes on the construction project or site; and
 - b) destroy the personal information once the Company completes its work on the construction project or site.
- (iv) It is recognised that the Company may have contractual obligations governing the access and egress of Employees onto projects or sites. In the event that this clause causes difficulties for the Company because of client requirements, alternative arrangements to resolve the difficulties with the particular client can be entered into by agreement between the Company and a genuine and informed majority of the employees. Agreement will not be unreasonably withheld.
- (v) This clause will not apply to the extent that an applicable law requires any of the above actions to occur or it is a client condition of entry to such project or site.

b) Induction Procedures

(i) Commitment

The Parties acknowledge that it is in the interests of the Company and the Employees to ensure that all new employees and employees who may be new to a particular project understand their obligations and are introduced to their jobs in a manner which will help them work safely and efficiently.

(ii) Overview

In order to achieve this, new employees must be given an explanation of the following (as applicable):

At Employment – Employee Employment Conditions (including but not limited to);

- Enterprise Agreement & Entitlements;
- Wages & Conditions;
- Rights & Obligations including the disputes settlement procedure;
- Safety;
- HSEQ Management System including Policies and Procedures
- Apprentice Supervision

Site Induction – Site Conditions (including but not limited to):

- Site Contacts;
- Site Emergency Procedures;
- Site Safety including SWMS; and
- Site Safety Rules & Procedures.

7.6 Discussions about the operation of the Agreement

- a) In the final year of the agreement, the Company authorises and agrees to employees attending a single mass meeting commencing at either 7.00am or 1.00pm at the Company's discretion during normal working hours without loss of pay of not more than 2 hours duration. The Company will be provided with 30 days' notice of the date, time and location of the meeting.

7.7 Personal Private Information

Personal information is specific information about personal or factual characteristics relating to a certain natural person or a natural person who can be specified ("PI"). PI includes information such as the employees name, address, telephone number, date of birth, medical information, TFN, Superannuation details, bank details, etc.;

- a) The Company acknowledges that:
- (i) it is in possession of a significant amount of personal information about the employees.
 - (ii) there is a growing risk of fraudulent and unconscionable behaviour that relies on access to PI;
 - (iii) it is important to properly secure PI and only release it where absolutely necessary.
- b) Accordingly, the Company agrees that it will comply with all required legislation in relation to the protection of employee personal information and will insofar as is practically possible, subject to the contractual obligations and limitations placed upon the Company, endeavour to protect the personal information of the employees provided to clients of the Company during site induction processes.
- c) Further, the Company where possible, will require the return or destruction of any PI by any third party that has received the PI and there is no legitimate purpose for the third party keeping such PI;
- d) The Company will provide any information/documents, in the control, custody or possession of the Company, about any suspected improper use of PI to the relevant employee and immediately notify and disclose all information known by the Company to the relevant employee about any improper use of PI.

7.8 Suicide Prevention

- a) The parties acknowledge that:
- (i) suicide prevention of employees in the construction industry is an important issue;
 - (ii) Workers are more than twice as likely to suicide than other people in Australia;
 - (iii) Workers are six times more likely to die by suicide than through a workplace accident;
 - (iv) Apprentices within the industry are two and a half times more likely to suicide than other young men their age;
 - (v) Mental health is now accepted as an industry safety concern;
 - (vi) Employees can find it difficult to discuss feelings and emotions with colleagues at work.\
 - (vii) Accordingly, to try and reduce the chance of suicide by an employee, the Company agrees to provide regular information to all employees via Toolbox Talks, Company Memos and HSEQ Alerts and Bulletins with the aim to recognise potentially suicidal behaviour and to give them the simple skills needed to intervene and to keep employees at risk, safe workplace skills until they can gain professional help.

7.9 Temporary Foreign Labour

- a) The parties acknowledge that to ensure that there is an ongoing supply of electrical workers who can perform work for the Company, the training of electrical apprentices is paramount;
- b) The Company must ensure that no person that is not an Australian citizen or Australian permanent resident (within the meaning of the Migration Act 1958) is employed to undertake work unless:
- (i) the position is first advertised in Australia; and
 - (ii) the advertising was targeted in such a way that a significant proportion of suitably qualified Australian citizens and Australian permanent residents would be likely to be informed about the position; and
 - (iii) any skills or experience requirements set out in the advertising were appropriate to the position; and
 - (iv) they have a valid visa that provides work rights.
- c) The Company will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement.

7.10 Wiring Installations

- a) The parties agree that any electrical work as defined in the South Australia Work Health and Safety Regulations 2012 and any wiring installation as defined in AS/NZS:3000 must only be performed by a worker authorised by registration under the South Australia Plumbers, Gas Fitters and Electricians Act 1995
- b) To avoid any doubt the installation of cables, cable supports, cable enclosures, or any

work prescribed under legislation is deemed to be electrical work.

- c) An Electrical Worker Grade 1 to Grade 4 is only permitted to assist a registered electrical worker to undertake their duties provided the Electrical Worker Grade 1 to Grade 4 is not exposed to live parts and the registered electrical worker is present at all times when work is being carried out.

8 EMPLOYEE ENGAGEMENT & PROBATIONARY PERIOD

8.1 All Employees shall be engaged upon a four-month probationary period due to the dynamic nature of the industry. The Probationary Period will be included as part of the Employee's ongoing "Period of Employment" by the Company. Either party may terminate the Employee's employment during this probationary period with one week's notice or payment in lieu thereof.

8.2 All potential employees prior to commencement of their employment are required to undertake a pre-employment medical test, which will include an Audiometric test at the Company expense. All new employees shall be provided with a copy of the results. Existing employees who have already undertaken an Audiometric test shall be provided with a copy of their results upon request, if available.

8.3 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:

8.4 Full-time employment

A full-time employee is one engaged to work 36 ordinary hours per week. A full-time employee may be required to work reasonable additional hours.

8.5 Part-time employment

- a) A part-time employee is an employee who is engaged to work on a part-time basis for a constant number of hours for less than 36 ordinary hours per week.
- b) An employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays, and personal/carer's leave arising under this award and/or the NES on a proportionate basis.
- c) For each ordinary hour worked, a part-time employee will be paid no less than the ordinary hourly rate for the relevant classification plus any applicable allowances.

- d) An employer must inform a part-time employee upon engagement of the ordinary hours of work and starting and finishing times.
- e) Part-time employment—public holidays
- (i) Where the normal hours of a part-time employee fall on a public holiday and work is not performed by the employee, such employee will not lose pay for the day.
- (ii) Where the employee works on the holiday, such employee must be paid in accordance with clause 24.14(b).
- f) Part-time employment—overtime

A part-time employee will not be required to work outside of the hours advised in accordance with clause 8.5 (d) unless urgent and/or unforeseen circumstances intrude. In such a case, the overtime provisions of clause 15, will apply.

8.6 Casual employment

- a) A casual employee is one who is engaged and paid as such.
- b) For each hour worked, a casual employee will be paid no less than the ordinary hourly rate of pay for their classification plus a casual loading of 25%.
- c) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. In order for a casual employee to qualify for unpaid parental leave under the NES, they must be an eligible casual Employee in accordance with the FW Act.
- d) The overtime provisions of clause 15 apply to casual employees.
- e) A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.
- e) The Company recognises that a permanent workforce is a more productive workforce and that the casualisation of employment often results in an unproductive and itinerant workforce consisting of workers without basic entitlements that are imperative to ensure they have an adequate work/life balance. The Company also acknowledges that the casualisation of its workforce may be a matter of workplace concern for Employees. The Company will therefore use its best endeavours to ensure that Employees who are engaged on a regular and systematic basis for a period of 12 weeks are offered in writing permanent employment with the Company. The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Company.

9 NES MINIMUM STANDARDS

- a) The National Employment Standards (NES) apply at all times to an Employee(s) covered by this Agreement.
- b) 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.

10 CONDITIONS OF EMPLOYMENT

- a) It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that all Employees:
- (i) Properly use and maintain all appropriate protective clothing and tools and equipment supplied by the Company for specified circumstances; and
 - (ii) Use any technology and perform any duties that are within the limits of the Employee's skill, competence, training and classification level, applicable legislation; and
 - (iii) Understand that termination of employment in cases involving retrenchment will be based on job requirements and skills. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the Employee and the key objectives of this agreement which will be the determining factors regarding the retrenchment of Employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
 - (iv) Maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
 - (v) Provide and maintain an adequate kit of tools in accordance with the agreement's requirements; and
 - (vi) Assist in their prompt return to work on suitable duties if temporarily unable to carry out their normal duties due to a work-related injury where it is safe to do so.
 - (vii) Be committed to the objectives in Clause 2 of this Agreement.
 - (viii) Comply with all HSEQ Management System Policies and Procedures.
 - (ix) Complete all necessary Work Reports, Timesheet Entry's, HSEQ Pre-Start and Test Inspection Records promptly.

11 WAGES & ALLOWANCES

- a) Upon lodgement of this Agreement, the wage rates as set out in Schedule B will be paid for all Employees and shall form the base hourly rates of pay under this Agreement.
- b) The wage rates in Schedule B are more favourable than the rates of pay set out under the applicable Award.
- c) The wage rates in Schedule B includes compensation for all non-expense related allowances, excluding those otherwise provided for in this Agreement, including but not limited to: allowances defined in the Electrical Electronic and Communications Contracting Award 2020 (MA000025)..
- d) Expense related allowances payable under this Agreement are identified in Schedule C and elsewhere in this Agreement.
- e) Where an Employee commences work on a site or a project, as opposed to the Company's office or workshop, and is not provided with transport to the site or project by the Company, the Employee shall receive a 'Fares' allowance as set out in Schedule B.

- f) Where an Employee is provided with a company vehicle the Employee shall receive a 'half fares' allowance as set out in Schedule B.
- g) An Employee required to work overtime for 2 hours or more, without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the Company or paid a Meal Allowance as set out in Schedule C, for the first meal and for each subsequent meal. Unless the Company advised an Employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the Company shall provide such second and/or subsequent meal or make payment in lieu thereof as above prescribed.
- h) Employees who are requested to use their private vehicles for Company purposes or relocate to another project after commencement and agree to utilise such vehicle will be compensated by the company for such use. This compensation shall be in accordance with the rate prescribed as "Motor Vehicle Allowance" in Schedule C.
- i) In recognition of the increased level of responsibility, supervision and managerial functions performed by supervisors, Employees that the Company deem to be performing Leading Hand or Project Leader functions as defined in Schedule C shall be paid the additional "All-purpose supervisory allowance" in Schedule C
- j) Employees who are required to provide a personal battery drill shall be paid the 'battery' allowance in schedule C to compensate for needing to replace batteries from time to time.
- k) The Company and Employee may agree on reimbursement for reasonable pre-authorised expenses incurred by the Employee in the course of employment, in accordance with Company policy.
- l) Wages shall be paid weekly by electronic funds transfer and be available for withdrawal by the Employee not later than 4 days after the end of the pay week. Wages due to an Employee upon termination of employment shall be paid on the day of termination or available by electronic transfer on the next working day.
- m) If wages are not paid on pay day, except where the default has not been caused by the Company, a penalty payment of 1 hours at ordinary rates shall be incurred and shall be paid together with the normal pay by mid-day on the next working day pay day.
- n) **Statement of Weekly Wage Rates (Pay Advice Slip)**

On or prior to pay day, the Company shall provide each Employee with a statement showing all written particulars as follows:

- (i) The name of the Employee
- (ii) The name of the Employer (Company)
- (iii) If the remuneration of the Employee is set by an industrial instrument - the classification of the Employee under that instrument.

- (iv) The date on which the payment was made.
- (v) The period of employment to which the payment relates.
- (vi) The number of hours worked.
- (vii) Any allowances payable.
- (viii) Accrued annual leave hours.
- (ix) Accrued sick leave hours.
- (x) Balance of accrued RDO hours.
- (xi) Superannuation contributions.
- (xii) The gross amount of remuneration (including overtime and other payments).
- (xiii) The amount paid as overtime, or such information as will enable the Employee to calculate the amount paid as overtime.
- (xiv) The amount deducted for taxation purposes.
- (xv) The amount deducted as Employee contributions for superannuation purposes.
- (xvi) The particulars of all other deductions.
- (xvii) The net amount paid; and

Any additional particulars prescribed by the FW Act.

12 HOURS OF WORK & MEAL BREAKS

- a) Ordinary Hours of work shall be worked between 6.00am and 6.00pm and may be worked on any day or all of the days of the week, Monday to Friday. Once established, normal start and finish times may be varied by agreement between the Company and the Employee. .
- b) It is recognised by the parties that it is inefficient to start working after the nominated start time and/or finish working before the nominated finish time. Therefore, it is agreed and clearly understood that employees shall:
 - Arrive and prepare for work prior to the nominated start time in order to commence work at the nominated start time.
 - Have a maximum of 5 minutes prior to the nominated finish time to pack up and clean up in order to cease work as close as possible to the nominated finish time.
 - Observe rest and, meal break times so that the relevant nominated break time is not exceeded.
- c) Ordinary Hours of work shall not normally exceed 8 hours per day. Provided that by mutual agreement between the Company and the Employee(s), up to 12 Ordinary Hours of Work may be worked per day.
- d) Any Employee engaged on a Saturday, Sunday or Public Holiday shall receive a minimum three (3) hour payment at the appropriate penalty rate.

- e) No Employee shall be required to work for more than five hours continuously without a meal break, to be taken at the company's discretion. Where possible the normal meal break should be as near as practicable to the middle of the period of duty and be of an unpaid duration of 30 minutes. Where an employee is expressly directed to work beyond the fifth hour without a lunch break, they will be paid at overtime rates until such time as a lunch break is taken.
- f) Employees shall be allowed a rest interval of ten (10) minutes on each day between the time commencing work and the usual meal interval. The rest interval shall be counted as part of time worked.
- g) The Company and an Employee may, in writing, agree to varying this clause by either providing for one 40-minute lunch break (30 minutes unpaid and 10 minutes paid) or allowing the Employee to forgo his or her ten (10) minute paid break and elect to leave work ten (10) minutes earlier. An Employee who elects to leave work ten (10) minutes earlier will have that time counted as part of time worked.
- h) 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 individual Employee(s) concerned may agree for the spread of hours and/or shift system to be tailored to suit the individual project needs with provisions drafted in lieu of the above. Volunteers will be sought in the first instance, in the absence of suitable Employee's volunteering; the Company will attempt to provide at least 7 days notice of any change to shift rosters to affected Employees. This clause is subject to the provisions of clause 63 Flexibility arrangements.

13 ROSTERED DAYS OFF (RDO)

- a) It is recognised that working of reasonably long hours frequently is common in order to achieve the production requirements of the Company and that in turn the effect of fatigue that this may cause is a serious safety hazard and risk which according to the Safe Work Australia Guide for the Managing the Risk of Fatigue at Work (Nov 2013) may reduce alertness and lead to errors and an increase in incidents and injuries.
- b) Therefore, in mitigating this safety risk and in normal circumstances in combatting the hazards associated with fatigue, without undue disruption to Company productivity, consistent with the Safe Work Australia Guide for the Managing the Risk of Fatigue at Work (Nov 2013) it is recognised and agreed between the Company and the Employees that there is merit in scheduling RDO's.
- c) This will allow the Management personnel and Employees of the Company to have quality paid leisure time, to recover from the effects of fatigue and improve mental health outcomes by encouraging a suitable/work life balance that meets both the production needs of the Company and the needs of Employees. The Company and the Employees agree that this will improve Company productivity overall.
- d) Provided the employer's operational requirements do not require otherwise (or alternative arrangements are agreed by the employer and employees affected), Employees shall work 8-hour days (40-hour weeks) and accrue 4 RDO hours per week.
- e) A new employee will be eligible for an RDO after achieving 7.2 hours RDO accrual.
- f) Through consultation and consensus agreement with employees, the Company may implement a roster arrangement allowing for continuous productivity.

- g) Employees will have an automatic right of refusal to work RDOs where five (5) or more days have been banked by the employee
- h) Employees may, with Company agreement, accumulate RDOs to a maximum of five (5) days, which may be taken on block and within six (6) months of accumulation.
- i) Records of each employee's RDO status will be kept by the employer and made available to the employee via Pay Advice Slip.

14 SHIFT WORK

a) Definitions

For the purpose of this clause:

- (i) **'Rostered shift'** means any shift of which the Employee concerned has had at least 48 hours' notice.
- (ii) **'Afternoon shift'** means any shift finishing after 6.00pm and at or before midnight.
- (iii) **'Night shift'** means any shift finishing subsequent to midnight and at or before 8.00am.
- (iv) **'Short Term Shift'** means successive afternoon or night shifts that do not continue for a full cycle (i.e., 3 shifts for 8-hour shifts, commencing on a Monday or ending on a Friday)

b) Meal Break

No 'shift worker', shall be required to work for more than five hours continuously without a meal break, to be taken at the company's discretion. Where possible the normal meal break should be as near as practicable to the middle of the period of duty and be of a paid duration of 30 minutes.

c) Hours

- (i) The weekly ordinary hours of work shall be an average of 36 per week and shall not exceed 144 hours in 28 consecutive days unless a different shift cycle for a section or all the Employees has been agreed between the Company and the of Employee.
- (ii) Subject to the following conditions, such shift workers shall work at such times as the Company may require:

- A shift shall consist of not more than 8 ordinary hours. Provided that by mutual agreement between the Company and an Employee or majority of Employees concerned, a shift can consist of up to 12 hours;
- Such ordinary hours shall be worked continuously except for meal breaks taken at the discretion of the Company.
- Except at the regular changeover of shifts an Employee shall not be required to work more than one shift in each 24 hours;
- An Employee shall not be required to work for more than 5 hours without a break for a meal.

d) Rosters

- (i) A shift roster shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (ii) Variation of shift rosters
 - The method of working shifts may in any case be varied by mutual agreement between the Company and the affected Employee(s). Or, if there is no agreement, by the Company giving 7 days' notice of the variation to suit the circumstances of the establishment.
 - The time of commencing and finishing shifts once determined may be varied by agreement between the Company and the affected Employee(s). to suit the circumstances of the establishment or in the absence of agreement by 7 days' notice of alteration given by the Company to the Employees.

e) Rate for working on Weekday shifts

- (i) Afternoon or Night Shift. An Employee whilst working on afternoon or night shift shall be paid for such shift 20% more than the Employee's ordinary rate.
- (ii) Short Term Shifts. An Employee who works on an afternoon or night shift which does not continue for at least three successive afternoons or nights shall be paid double time. For clarity, the ordinary hours outside the short-term shift period are paid at the Employee's ordinary rate.

f) Rate for working on Saturday shifts

- (i) The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be at the rate of double time. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed elsewhere in this Agreement.

g) Rate for working on a Sunday and public holiday shifts

- (i) The rate at which shift workers are to be paid for all time worked on a Sunday or public holiday is as follows:
 - Sundays - at the rate of double time.
 - Public holidays - at the rate of double time, in addition to the minimum rate they would have received had they not been required to work this day.

- (ii) Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the Employee to the Sunday or public holiday rate for the shift. However:
 - a shift commencing before 11pm on a Sunday shall be regarded as time worked on the Sunday and the entire shift will be paid at the rate of double time
 - the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or public holiday shall be regarded as time worked on the Sunday or public holiday.
 - (iii) Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.
 - (iv) The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed elsewhere in this Agreement.
- h) Overtime on shift work
- (i) For all time worked in excess of or outside the ordinary rostered working hours or on a shift other than a rostered shift shall be paid at a rate of double time.
 - (ii) Except in each case where the time is worked:
 - By arrangement between the Employees themselves;
 - For the purpose of effecting customary rotation on shifts; or
 - On a shift to which an Employee is transferred on short notice as an alternative to standing the Employee off. Provided that when not less than 8 hours' notice has been given to the Company by a relief worker that the Employee will be absent from work and the Employee whom the Employee should relieve is not relieved and is required to continue to work on the Employee's rostered day off the unrelieved Employee shall be paid double time.
 - (iii) Such extra rates shall be in substitution for and not cumulative upon the shift premiums.
 - (iv) Where an Employee has been rostered to work overtime on a weekend or after ordinary hours of a weekday, the Employer must give the Employee notice of any decision to cancel the shift within ordinary hours and at least twenty-four (24) hours before the commencement of the shift.
- i) Superannuation on Shift Allowance
- The shift allowance payments in (d) to (g) above constitute ordinary time earnings and as such are subject to superannuation guarantee payments. The overtime allowance in (h) is not ordinary time earnings and is not subject to the superannuation guarantee payment.
- i) Rest period after shift work
- (i) A shift worker, when going on shift, changing shift or returning to day work shall have at least 10 consecutive hours off duty on completion of the day work, shift and any overtime and shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances for any such off-duty

period.

- (ii) Provided that, if on the instructions of the Company, such an Employee resumes or continues to work without having had such 10 consecutive hours off duty, the Employee shall be paid at double time rates until released from duty and shall then be entitled to 10 hours off duty and shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances, for any such off duty period.

15 REASONABLE ADDITIONAL HOURS & OVERTIME

- a) The nature of the Company's business necessitates out of hours work due to shutdowns, changeovers, breakdowns or maintenance and overtime due to project deadlines in order to meet customer expectations. .
- b) Employees will be required to work reasonable additional hours to meet the operational requirements of the Company and the operating and productivity requirements of each job, project and/or client. In determining whether additional hours that an Employee is required or requested by the Company to work are reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:
 - (i) any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
 - (ii) the Employee's personal circumstances (including family responsibilities);
 - (iii) the operational requirements of the workplace, or enterprise, in relation to which the Employee is required or requested to work the additional hours;
 - (i) any notice given by the Company of the requirement or request that the Employee works the additional hours;
 - (ii) any notice given by the Employee of the Employee's intention to refuse to work the additional hours;
 - (iii) whether any of the additional hours are on a public holiday;
 - (iv) The Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours.
- c) An Employee may refuse to work additional hours in circumstances where they deem the working of such additional hours would be unreasonable.
- d) All additional hours worked by Employees beyond an average 36 hours each week and all hours worked outside the span of ordinary hours shall be classed as overtime and paid in accordance with this Clause.

e) Overtime shall be paid at the following rates:

Monday to Friday	Double Time from the date of Agreement Certification.
Saturday	Double Time from the date of Agreement Certification.
Sunday	Double Time.
Public Holidays	Double Time in addition to the minimum rate they would have received had they not been required to work this day.

- f) An Employee working overtime shall be allowed a crib break of twenty minutes without deduction of pay after each four hours of overtime worked if the Employee continues to work after such crib time. Provided that where a day worker on a five-day week works overtime on a Saturday the first prescribed crib time shall if occurring between 10:00am and 1:00pm be paid at ordinary rates.
- g) The timing, staggering or combining of rest/crib breaks shall be coordinated on a site-by-site basis by mutual agreement between the company and the majority of Employees affected on each site. For work done during meal hours and thereafter until a meal break is allowed, double time rates shall be paid.
- h) If an Employee works 2 or more hours of overtime, then before starting overtime after working ordinary hours the Employee shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. The Company and Employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- i) An employee required to work more than 2 hours of overtime or more without being notified on the previous day or earlier that the employee will be required to work must either be supplied with a meal by the Company or be paid the meal allowance as set out in Schedule C for the first meal and for each subsequent meal.
- j) Where overtime is worked, Employees shall have a rest period of 10 consecutive hours between work of successive days without loss of any pay for ordinary working time occurring during such rest period. Where they do not receive such a rest period, they shall be paid at double time rates until they are released from duty and shall then be entitled to be absent from work for a rest period of 10 hours without loss of any pay for ordinary working time occurring during such rest period. The employee shall notify the Company upon the completion of the overtime and will make a conscious effort to not return to work until the 10 hour break has expired.

16 ANNUAL LEAVE

- a) An Employee(s) entitlement to annual leave under this Agreement shall be in accordance with the NES. Casual Employees shall have no entitlement to annual leave.
- b) Employees will be entitled to four weeks paid annual leave per annum. Where an Employee is engaged in continuous Shift Work, including as a Shiftworker for the purpose of the NES, such an Employee shall be entitled to five weeks paid annual leave

per annum.

- c) Annual leave shall be paid at the basic periodic rate of pay applicable under this Agreement, plus an annual leave loading of 17.5%, in compensation for lost opportunities for working overtime.
- d) Annual leave will accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- e) 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. An Employee is required to provide at least one month's notice of a request to take annual leave; however, final approval shall lie with the Company.
- f) An Employee may take annual leave in advance of completing 12 months service provided it does not exceed the Employee's pro-rata accrued annual leave entitlement.
- g) On termination the value of any accrued but untaken annual leave shall be paid to an Employee, plus an annual leave loading of 17.5%.
- h) Where an Employee has more than 8 weeks (10 weeks for a shift worker) annual leave entitlement accrued to them, the Company may direct the Employee to take annual leave by providing a minimum 4 weeks' notice to the Employee. The Company may only direct an Employee to take a maximum credits owing to the Employee.
- i) Provided an Employee receives 4 weeks-notice, the Company may direct an Employee to take any accrued annual leave during the Company's annual close down, e.g., the Christmas/ New Year period. Close-down shall be deemed to mean a period of not less than two consecutive weeks, inclusive of public holidays, provided that the close-down period may not extend for longer than three consecutive weeks, exclusive of public holidays,

17 PERSONAL/CARER'S LEAVE

- a) Personal/carer's leave is defined in accordance with the FW Act and includes paid sick leave (accrued under the NES) and paid or unpaid carer's leave (accrued under the NES). Casual Employees shall have no entitlement to paid personal/carer's leave.
- b) An Employee(s) entitlement to personal/carer's leave under this Agreement shall be in accordance with the NES.
- c) Payment for paid personal/carer's leave shall be in accordance with the FW Act.
- d) An Employee, other than a casual Employee, shall be entitled to paid personal/carer's leave of 1/26th of their nominal hours worked per annum, i.e., ten (10) days per year.
- e) An Employee's entitlement to paid personal/carer's leave shall accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year in accordance with the NES.

18 SICK LEAVE

- a) An Employee is entitled to use their paid personal/carer's leave entitlement as paid sick leave in accordance with the NES.
- b) An Employee is not entitled to be paid sick leave whilst they are in receipt of workers' compensation payments.

- c) Payment for sick leave is conditional upon an Employee notifying the company as soon as is reasonably practicable, of the inability to attend work and the estimated duration of the absence, and providing to the Company a Medical Certificate (or Pharmacist Certificate or Statutory declaration where a medical certificate is not available).
- d) In the event that an Employee is absent from work other than on an approved sick leave and does not produce a Medical Certificate (or Pharmacist Certificate or Statutory declaration where a medical certificate is not available) as required pursuant to this clause, an Employee will be deemed to have been absent from work without authorisation and will not be paid for any shift or part of a shift missed.
- e) Any part of the sick leave entitlement which has not been taken in any year may be claimed in a subsequent year of continued employment.

19 CARER'S LEAVE

- a) An Employee is entitled to take paid personal/carer's leave accruals as carer's leave to provide care and support to a member of their immediate family or household who requires special care and support because of:
 - (i) a personal illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member.
- b) An Employee is entitled to a further two days unpaid carers leave on each occasion where care is required beyond the maximum paid carer's leave. To qualify for unpaid carer's leave the Employee must have already used all of their paid carer's leave entitlements and satisfy the FW Act.
- c) To qualify for paid carer's leave, the Employee must provide:
 - (i) 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
 - (ii) for an unexpected emergency, a statutory declaration stating the nature of the emergency and the requirement for care or support.
- d) For clarity, Parental Leave is not Carer's or Personal leave, and is unpaid. Parental Leave entitlements are outlined in Clause 21.

20 COMPASSIONATE LEAVE

- a) An Employee(s) entitlement to paid compassionate leave under this Agreement shall be in accordance with the NES.
- b) An Employee is entitled to compassionate leave for the purposes of spending time with a person who:
 - (i) is a member of the Employee's immediate family or household; and
 - (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (iii) after the death of a member of the Employee's immediate family or household.
- c) An Employee is entitled to a period of 2 days of compassionate leave for each occasion that a member of the Employee's immediate family or household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or dies
- d) In order to qualify for payment for compassionate leave, the Employee must provide the Company evidence that the Company reasonably requires of the illness, injury or death.
- e) Payment for paid compassionate leave shall be in accordance with the FW Act.

21 PARENTAL LEAVE

- a) An Employee is entitled to parental leave in accordance with the FW Act.
- b) The NES provides (in summary) a period of up to twelve months unpaid leave after completing 12 months continuous service for permanent Employees and eligible casual Employees.

22 FAMILY VIOLENCE LEAVE

a) General Principles

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to staff that are subjected to family and/or domestic violence.

Understanding the traumatic nature of family and/or domestic violence the employer will support their employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being subjected to family and/or domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

b) Definition of Family and/or Domestic Violence

For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:

- is physically or sexually abusive; or
- is emotionally or psychologically abusive; or
- is economically abusive; or
- is threatening; or
- is coercive; or
- in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

c) Family and/or Domestic Violence Leave

An employee, including a casual employee, who is subjected to family and/or domestic violence is entitled to paid family and/or domestic violence leave. The employee will be entitled to **10 days paid per 12-month period**. This leave does not accrue, instead is available in full at the start of each 12-month period. The leave may be used for the purpose of:

- attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- relocation or making other safety arrangements; or
- other activities associated with the experience of family and/or domestic violence.

In addition, an employee, including a casual employee, who provides support to a person who is subjected to family and/or domestic violence is entitled to access family and/or domestic leave, as per the NES not this agreement, for the purpose of:

- accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
- assisting with relocation or other safety arrangements; or
- other activities associated with the family and/or domestic violence including caring for children.

This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

Upon exhaustion of the paid leave entitlement employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

d) Notice and Evidentiary Requirements

The employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.

If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 5.6.3. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and/or domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

e) Individual Support

In order to provide support to an employee who is subjected to family and/or domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee subjected to family and/or domestic violence for:

- changes to their span of hours or pattern or hours and/or shift patterns;
- job redesign or changes to duties but within the requirements of the employment contract;
- relocation to suitable employment within the employer;

- a change to their telephone number or email address to avoid harassing contact; or any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

23 PORTABLE LONG SERVICE LEAVE

- a) Employees shall be provided portable long service leave in accordance with the South Australian Construction Industry Long Service Leave Act 1987.

24 COMMUNITY SERVICE LEAVE

- a) In accordance with the provisions of the NES (sections 108 - 112) employees are entitled to be absent from employment for engaging in eligible community service activity.
- b) An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and the employee's absence is reasonable in all the circumstances.

For the purposes of this clause eligible community service activity includes:

- a. a voluntary emergency management activity; or
- b. an activity prescribed in regulations made for the purpose of the NES.

25 JURY SERVICE

- a) If an Employee is required to attend for Jury service, the Employee must:
 - (i) notify the Company as soon as possible of the date on which the Employee is required to attend for Jury service; and
 - (ii) provide the Company with proof that he or she did actually attend for that Jury service, including details about the length of attendance and the amount received for Jury service.
- b) On receipt of evidence of the amount paid to the Employee for Jury Service, the Company will pay the Employee for each ordinary work day the difference between the amount received for Jury service and the basic all-purpose daily rate they would have received had they been at work. This shall apply for the first 10 days of Absence.

26 PUBLIC HOLIDAYS AND HOLIDAY WORK

- a) An Employee, other than a casual Employee is entitled to be absent from work on Gazetted SA Public Holidays without loss of pay
- b) An employee required to work on a public holiday will be paid double time and a half ordinary time rates in addition to the minimum payment they would have received had they not been required to work on the public holiday.
- c) An Employee required to work on a public holiday or the day after Good Friday will be

paid for a minimum of three (3) hours work at the rate of double time of ordinary time rates.

27 ELECTRICAL & OCCUPATIONAL LICENCES

a) A Class Electrical Workers Licence

Employees who are employed by the Company in a permanent electrical trades-person position shall be receive all training associated with maintaining their electrical license as prescribed by the relevant regulators at no cost and shall be provided company time to participate in the prescribed training courses and shall be reimbursed for the costs incurred in renewing their unrestricted electrical workers registration (“A” class licence), under the following conditions:

- The employee has been employed in such position by the Company for a continuous period of three (3) years or more.
- The employee has presented proof of their registration renewal to the Company.
- The employee’s registration renewal application was made after the date of certification of this Agreement.

b) Other Occupational Licences

Employees shall be reimbursed for all costs incurred in obtaining and/or renewing occupational licences used in the course of their employment with the Company, under the following conditions:

- The occupational licence was obtained upon request by the Company.
- The employee presents proof of costs incurred as a result of obtaining and/or renewing the licence to the Company.
- The licence was obtained and/or renewed after the date of certification of this Agreement.

28 LIVING AWAY FROM HOME ALLOWANCE

- a) Where an Employee is engaged on distant work, all reasonable accommodation will be supplied by the Company at no cost to the Employee and in addition to all other entitlements a daily allowance for meals and incidental expenses will be provided in accordance with Schedule C. Alternatively, where the employee elects in writing to supply their own accommodation, they shall receive the weekly allowance (or part thereof) as provided by Schedule C.
- b) Where reasonable accommodation is not available, the Company and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.
- c) Employees rostered for distant work must be notified in writing by the Company. In all cases, employees will be given a minimum of one (1) weeks’ notice before such distance work can commence The Company will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive working days or have less than four consecutive days between engagements on distant work.
- d) An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:
- (i) any risk to Employee health and safety including the risk of fatigue;

- (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Company, and by the Employee of his or her intention to refuse it.
- e) Travelling Time Payment to and from Distant Work:
- (i) An Employee travelling to or from Distant Work shall be paid for the time occupied in such travel up to a maximum of 12 hours out of every 24 hours, or where a sleeping berth is provided, a maximum of 8 hours out of every 24 hours.
 - (ii) The provisions of clause 15 with respect to overtime apply to time spent travelling to or from Distant Work, as though the Employee were at work for the duration of travel up to a maximum of 12 hours out of every 24 hours, or where a sleeping berth is provided, a maximum of 8 hours out of every 24 hours.
- f) Whilst employees are required to work away from their home-base there will be reasonable private use of company vehicles to ensure mobility in the varying work locations. Where private use is not possible, employees will be provided with taxi vouchers for reasonable travel use whilst working away.
- g) All provided meals will be of a suitable choice, quality and quantity to meet the varying tastes and nutritional needs of employees. Meal allowances may be paid to employees in advance of travel, by submitting a timesheet prior to close of the pay period (prior to travel) to allow for normal processing of this allowance payment.

29 DISPUTES SETTLING PROCEDURE

- a) The parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further, the parties agree that it is in the best interests of both parties to achieve prompt resolution of disputes directly between the Employee(s) concerned and the Company.
- b) This clause shall apply for all disputes arising from or related to the Employee-Employer relationship including, without limitation, the NES and the Agreement.
- c) The most effective procedure to achieve the prompt resolution of disputes is for the responsibility for resolution to remain as close to the source as is possible. It is with this uppermost in mind that the parties agree to strictly adhere to the following dispute settlement procedure:
 - (i) Where a dispute arises, the matter shall be first submitted by the employee or Employee Representative (if any) to the supervisor or another appropriate manager, or vice versa. If not settled, the matter shall be referred to more senior person.
 - (ii) At any stage in the process, an the Employee(s) may nominate a third party of their choice to represent them.
 - (iii) Reasonable time limits must be met and allowed for discussions at each level of authority. If the dispute is not resolved the Company must provide a response to the Employee(s) grievance including the reasons for not implementing any proposed remedy.
 - (iv) While this procedure is being followed the status quo that existed immediately prior to the events that gave rise to the dispute must remain, normal work must continue, provided that where safe work is not possible, the Employee's shall relocate to an alternate area or site that safe work is available.

- (v) No party shall be prejudiced as to the final settlement by the continuance of work.
- (vi) Where a matter cannot be resolved in accordance with the above, nothing shall prevent either party from referring the matter to FWC for conciliation, and if unable to be resolved in conciliation, arbitration.
- (vii) All steps above must be fully exhausted before this referral may occur.
- (viii) If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (ix) Any outcome resulting from this dispute settlement procedure must be consistent with the requirements of the FW Act, the National Code of Practice for the Construction Industry, and the Building Code.

30 PERFORMANCE AND FLEXIBILITY

- a) All Employees will work to the best of their ability and will perform such work as reasonably required by the Company within the bounds of the practical competence, training, classification level of the Employee. All Employees will ensure they abide to all HSEQ Policies and Procedures.

31 REDUNDANCY PAY

- a) Redundancy occurs where the Company makes a definite decision that it no longer wishes the job the Employee has been doing to be done by anyone leading to termination of employment. Redundancy does not occur where an alternate position is accepted by an Employee within the Company or a successor nor when the Employee is dismissed for unsatisfactory performance.
- b) A permanent Employee whose position is made redundant with the Company shall be paid severance pay in accordance with the following scale at the Employee's base rate of pay for his or her ordinary hours of work.

Employee's period of continuous service with employer on termination	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 year but less than 6 years	10 weeks
At least 6 year but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks

At least 10 years	12 weeks
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NOTE: An employee shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.

- c) Weeks pay means the ordinary time gross all-purpose rate of pay for the Employee concerned at the date of termination.

32 PROVISION FOR SEVERANCE PAY & NOTICE

- a) The Company agrees to make provision for severance for full-time Employees (excluding apprentices) by payments into an industry redundancy fund up to or greater than they would be entitled to under clause 31 in the event they are made redundant.
- b) These provisions shall be paid into a bona fide external redundancy fund on behalf of these Employees with the fund utilised for the purpose of this Agreement being the Protect Redundancy Scheme.
- c) The amount of contributions paid by the Company are set out in schedule B per week for each week they are at work or on authorised leave paid by the Company
- d) Once the amount the Company has contributed to that particular Employee's total trust fund account reaches their potential severance pay entitlement under clause 31 i.e., 16 weeks' pay at his/her base rate of pay, the Employee may elect to continue to have the weekly contribution paid into their nominated superannuation fund. This election may be suspended to top up the redundancy fund if the Employee's potential severance pay entitlement increases or if site conditions require fund contributions to be made. This arrangement will be by mutual agreement between the Company and the employee.
- e) In the event of redundancy the Employees entitlement to severance pay made directly from the Company shall be reduced by the amounts the Company has contributed to the redundancy fund on his/her behalf and will include any redundancy money diverted as a superannuation payment per the requirements of clause 32(d).

33 OVERPAYMENT REIMBURSEMENT TO COMPANY FROM EMPLOYEE

- a) An Employee(s) agrees to reimburse the Company for any overpayment of wages proven to be made to the Employee in error by the Company.
- b) Upon two weeks advance written notification of an overpayment to the Employee(s), an Employee(s) authorises the Company to deduct from any wages any overpayments made in error to the Employee by the Company. Such reimbursement will be deducted at an agreed weekly amount until such time as the full amount has been repaid.

34 INCLEMENT WEATHER PROCEDURE

- a) **Employee Safety and Wellbeing:** In recognition of the safety and well-being of the Employees, the Company has collaborated with its workforce to define clear guidelines concerning adverse weather situations that may impact operations. Through mutual agreement between the company and its employees, the procedure outlines identifying and responding to inclement weather events.
- b) **Defining Inclement Weather and its Impact on Employee Safety and Productivity:** Inclement weather encompasses adverse climatic conditions that may jeopardise the safety and productivity of employees working outdoors or other specific environments. This includes a range of abnormal or extreme weather phenomena such as hail, cold temperatures, severe dust storms, smoke or poor air quality, extreme high temperatures (>37 degrees Celsius), high humidity, high winds, and rain that affects the work site. The primary criterion for inclement weather is when these conditions render it unsafe or unreasonable for employees to continue their work activities, emphasising the importance of safeguarding employee well-being amidst challenging environmental circumstances.
- c) **Procedure for Employee Relocation during Inclement Weather Conditions:** In the event of inclement weather, the Employee shall be relocated to a designated site where they can perform their duties in non-inclement weather conditions. It is the responsibility of the Employee to promptly communicate with their Manager if they believe they are being subjected to inclement weather conditions, ensuring prompt action can be taken to prioritise their safety and well-being.
- d) **Employee Entitlement to Payment for Inclement Weather-Related Time Loss:** Each affected employee shall be entitled to receive payment from the employer for the ordinary time lost due to inclement weather, up to a maximum of 32 hours within every period of four weeks.
- e) **Procedures for Employee Relocation to Safe Work Sites During Inclement Weather:** In the event of inclement weather, the Employee may be relocated to alternative work sites deemed safe for operation. The specific relocation site will be determined based on the nature of work, available facilities to ensure the safety and welfare of all employees during inclement weather events. Employees in the first instance, should be relocated to air-conditioned environments that ensure the comfort and safety during extreme temperature fluctuations. In the event the company is unable to provide meaningful field work, it may relocate employees to administrative offices or designated areas equipped with necessary facilities to facilitate non-fieldwork tasks, ensuring continuity of operations while safeguarding employees from adverse weather conditions. If the company is unable to find suitable work upon the trigger of Inclement Weather Conditions, it agrees to compensate the employee with a full ordinary hours day.
- f) **Extreme Heat – Hot Weather:**
- i. When the temperature reaches **35 degrees Celsius**, employees in exposed (**non-shaded**) areas will no longer be required to work in those conditions.
 - ii. When the temperature reaches **35 degrees Celsius**, employees **not in air-conditioned** areas may be relocated to such areas on the same site if available. Employees shall not be required to remain on the work site for the final hour of the ordinary working day if required to work in these conditions.
 - iii. When the temperature reaches **37 degrees Celsius**, employees in **exposed (non-shaded or not working in air-conditioned areas)** areas, may be relocated to an air-conditioned area on the same site if possible. Employees who cannot be relocated to any suitable air-conditioned area shall be allowed to leave the work site.
 - iv. Employees may be relocated to alternative and suitable work sites, or offered the ability to utilise RDO or Annual Leave allowances, provided they receive notice prior to 5.00pm on the preceding day when the anticipated temperature is **37 degrees Celsius** or greater.
 - v. If the company is unable to find suitable work upon the trigger of Extreme Heat Conditions, it agrees to compensate the employee with a full ordinary hour's day.
 - vi. Extreme Heat – Hot Weather conditions, while posing significant risks, are considered as standalone conditions under this agreement and do not impact the applicability of other conditions outlined.
 - vii. If employees are working in the conditions outlined in Clause F (iii), they shall be paid at the rate of double time. The parties acknowledge that the requirements to move between sites, premises or vehicles does not give rise this additional payment.

Continuous Rain

- viii. Employees shall not be required to carry out work whilst exposed to direct continuous rain. Employees exposed to such weather whilst working shall be relocated to alternative work (which is undercover and/or not exposed to continuous rain). Where employees are required, by the Company, by the employer to continue working in the continuous rain for safety or emergency purposes only, the employer shall provide appropriate wet weather equipment and clothing. Such equipment and clothing shall remain the property of the employer.
 - ix. Employees may be relocated to alternative and suitable work sites.
 - x. If employees are working in the conditions outlined in Clause G (i), they shall be paid at the rate of double time. The parties acknowledge that the requirements to move between sites, premises or vehicles does not give rise this additional payment.
- g) Emergency Call Out Conditions – Ensuring a Safe Environment During Inclement Weather:** In the event that employees are required to work in extreme conditions due to an emergency breakdown or other unforeseen reactive works (i.e. an Emergency Call Out) that may pose risks to health, safety, environment, or commercial operations, the Company will implement appropriate controls to safeguard their well-being and minimise exposure. These controls may include, but are not limited to:
- i) Providing regular rest breaks (5 minute break every 15 minutes worked);
 - ii) Ensuring access to drinking water to prevent dehydration;
 - iii) Providing shade in areas exposed to direct sunlight;
 - iv) Providing additional PPE, and any other necessary measures deemed essential for the protection and welfare of employees affected.
- h) Conference Procedure:** The Employer or their representative will promptly confer with Employees upon request, within a reasonable period not exceeding 1 hour, to determine if conditions are inclement. Any disputes regarding inclement conditions shall be addressed through the disputes procedure. To determine the temperature for inclement hot weather, the temperature shall be obtained from the Bureau of Meteorology station nearest to the work site during the conference.

35 MOTOR VEHICLES

- a) A Company vehicle (where applicable) may be provided for use during the performance of duties on behalf of the Company. Prior to the use of Company vehicles, employees acknowledge that they must be appropriately licenced to drive the vehicle, and drive with due care at all times.
- b) Employees also acknowledge that traffic infringements and fines are the responsibility of the driver.
- c) Drivers of Company Vehicles are not to drive when they are unlicensed or when they are under the influence of drugs or alcohol. Disciplinary action including instant dismissal may be taken should this occur.
- d) Employees must notify the Company of any change to their driver's licence or any other conditions, including medical diagnosis that may affect their ability to perform their duties.

36 MOBILE TELEPHONES

- a) It is agreed that the Company will issue mobile phones on an "as required" basis with particular emphasis on the needs of the job on which the employee is engaged. Mobile phones shall be issued under the following conditions:
 - (i) It is agreed that employees issued with company mobile phones will only use such phones strictly for company related calls.

- (ii) It is agreed that every effort will be made to protect phones from damage and misuse.

When the Company deems the phone is no longer required to be used by the employee the phone shall be returned to the employer with all accessories.

- b) Where an employee is required to utilise their own phone in service to the company, including being required to make calls or install any company required applications the employee shall receive the 'Mobile phone' allowance in Schedule C.

37 SUPERANNUATION

- a) Superannuation shall be paid in accordance with the Superannuation Guarantee Administration Act 1992 (Cth). Contributions shall be paid into an eligible Super fund nominated by the Employee. Where an employee does not nominate a fund, contributions will be paid into Cbus as the default fund.
- b) The Employee can elect to salary sacrifice part or all of their wages or other entitlements into a superannuation fund of the Employee's choosing provided that:
 - (i) The arrangement complies with relevant legislation and Company policy as amended from time to time;
 - (ii) The Employee notifies the Company of their election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
 - (iii) The superannuation fund is a complying superannuation fund; and the amount to be paid into the superannuation fund plus any balance of wages and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.
- c) Subject to the governing rules of the relevant superannuation fund, the Company will make the superannuation contributions provided for in Clause 37a) in the following circumstances:
 - i. While the Employee is on any form of paid leave;
 - ii. For the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to work-related injury or work-related illness provided that:
 - i. the Employee is receiving workers compensation payments or is receiving regular payments directly from the Company in accordance with the statutory requirements; and
 - ii. The Employee remains employed by the Company.

38 ON-CALL DUTY AND STAND-BY

- a) An Employee **recalled to work, who is not On Call, for** overtime after leaving the work premises or site shall be paid a minimum of four (4) hours work at the appropriate rate for each time he/she is so recalled.
- b) An Employee who is rostered to be **On Call** when required by the Company, must make themselves contactable by telephone outside working hours to answer Company related calls. A daily On Call allowance shall be paid in accordance with Schedule C and also a minimum of three (3) hours at the appropriate rate in the event of a call out.
- c) Performance Expectations: Employees are required to handle all After-Hours Breakdowns/Emergency Call Outs in an acceptable and professional manner. Company-provided vehicles must be maintained in a clean and presentable condition during on-call duties. Employees undertaking these responsibilities must not be under the influence of drugs or alcohol while performing their duties.

- d) **Fairness & Employee Balance:** Within the framework of this Enterprise Bargaining Agreement (EBA), the Company commits to developing on-call rosters that prioritise fairness and balance among employees. Employees, in turn, acknowledge and commit to adhering to these rosters and are obliged to participate when required, especially in instances where the provision of a company motor vehicle is made available. This mutual commitment aims to create a work environment that fosters equity and ensures the efficient operation of on-call responsibilities for the delivery to the client base.
- e) **Commencement and Duration:** The Employee weekly On-Call secondment period shall commence every Tuesday at 7:00 am and conclude on the Tuesday at 6:59 am, marking the completion of the seven (7)-day cycle.
- f) **After Hours Breakdowns & Emergency Call Outs:** During the on-call period, employees are expected to be available for prompt response to After-Hours Breakdowns/Emergency Call Outs as notified by Management.
- g) **Alternate Coverage:** In the event an employee is unable to fulfill their rostered on-call days for a reason other than illness or approved leave, it is the responsibility of the employee to coordinate with another technician to cover the designated time. Any changes to the on-call schedule must be communicated via email to Management at least 14 days prior to the proposed changes for approval, or as soon as the employee becomes aware of the need to change shifts.

39 APPRENTICES

39.1 General

- a) The Company recognises the importance of continuously training people into the Electrical Industry and the critical importance of having quality apprentices in the Company with the outcome of a fully qualified and well-trained tradesperson.
- b) The Company also has experienced the benefit of using Group Training Organisations. The Company will continue to host full time apprentices from Group Training Organisations as an integral part of its business model and will continue to source those apprentices from established and credible companies that will work with the Company to provide flexible and quality training outcomes.
- c)
- d) Subject to the laws applicable to apprentices in South Australia, the Company commits that all Apprentices will undertake the Certificate III in Electrotechnology (Electrician) based on the traditional four (4) year apprenticeship and will not support any reduction in this training or engage any apprentices under a reduced/shorter training package.
- e) Provided that the qualification outcome specified in the training agreement is to be consistent with that established for apprenticeships in the trade training package determined from time to time by the EE-0Z Industry Skills Council (Electrocomms and Energy Utilities Industry Skills Council) and endorsed by the National Training Framework Committee.
- f) Apprentices must be provided training and/or provided access to training consistent with the contract or training agreement without loss of pay, apprentices may be required to re-sit failed units in their own time.
- g) An Apprentice working in an establishment under a particular work cycle who attends technical college on a rostered day off, shall be afforded another ordinary working day off as substitution for the rostered day off. Any substituted day must be taken in the current or next succeeding work cycle.

- h) An Apprentice attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the employer, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the registered training organisation commencing the training, whichever is the later, unless there is unsatisfactory progress:
 - (i) all fees paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a government; and
 - (ii) any costs associated with prescribed textbooks incurred by an apprentice in connection with training specified in, or associated with, the training contract.
- i) The ordinary hours of employment of Apprentices must not exceed those of the relevant tradesperson.
- j) No Apprentices under the age of 18 years will be required to work overtime or shift work unless they so desire. No Apprentice will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract of apprenticeship or training agreement.
- k) The parties covered by this Agreement shall endeavor to ensure that the appropriate support is provided to enable women to successfully complete apprenticeships.
- l) Employment of minors
 - (i) The Company shall not employ minors in any trade covered by the classification of this Agreement where the relevant state apprenticeship authority has prescribed such classifications as an apprenticeship trade.
 - (ii) A minor may be taken on as a probationary apprentice for three months, and if apprenticed, such three months shall count as part of their period of apprenticeship.
- m) Adult Apprentices
 - (i) People who are 21 years of age or over at the time of entering an apprenticeship with the Employer, are to be classified as adult apprentices.
- n) Apprentice & Training Commitment

To promote the development of apprentices and optimize their utilisation in the workforce, the Company commits to providing comprehensive on-the-job training by experienced tradespeople. The Company shall strive to maintain a minimum of one (1) Apprentice across the business in a full time employment capacity (subject to workload), ensuring Apprentices receive valuable mentorship and opportunities for skill development in the electro-technology sector.

- o) Apprenticeship Supervision
 - (i) All apprentices shall be supervised by an appropriately qualified tradesperson on each worksite and the Company shall implement the “*Supervision guidelines for apprentices working on electrical installations*” referred to in Schedule H.

39.2 Group Training Apprenticeship Scheme Engagement

- a) Where Apprentices are engaged by a Group Apprenticeship Scheme, the Apprentice will be paid by the Group Training Company at the rates specified in the industrial instrument of the particular Group Training Company.
- b) The Company will ensure Group Training companies providing Apprentices that are hosted by the Company:
 - (i) operate subject to the laws applicable to apprentices in South Australia, and that apprentices hosted by the Company will undertake the Certificate III in Electrotechnology (Electrician) generally based on the traditional four (4) year Apprenticeship with the outcome of a fully qualified and well-trained tradesperson.
 - (ii) are paid by their employer for time spent attending approved RTO / TAFE for training associated with the Certificate III in Electrotechnology, subject to the successful and proactive completion of training modules.
 - (iii) are provided with the same right to safety, supervision and training as any other employee.

39.3 Directly Employed Apprentices

- a) Apprentice Wages
 - (i) The apprentice wage rates are listed in Schedule B.
 - (ii) Progression to the wage rate for each year of the Apprenticeship (e.g. from 1st to 2nd year etc.) will apply from the anniversary dates of the commencement of the Apprenticeship.

40 DISCIPLINE

- a) If Employee performance or behavior does not meet Company acceptable or required standards, the Employee will be made aware of their deficiencies and be given the opportunity to correct their performance.
- b) In these circumstances, they will receive a verbal warning from their Supervisor. If their performance is still unsatisfactory the Supervisor will again warn you and keep a written record of the warning.
- c) If the problems continue the Employee will receive a final written warning notice after which their employment may be terminated.
- d) At any stage of this process an Employee may request that details of the deficiencies/problems be provided in writing.
- e) Employees are entitled to be represented by a representative of their choice during the disciplinary process, should they so choose.

41 TERMINATION OF EMPLOYMENT

- a) A permanent Employee may terminate their employment by one (1) weeks’ notice (regardless of their tenure with the Company) or by the forfeiture of a week’s wages. Casual employment may be terminated by eight hours’ notice on either side.
- b) In the event of redundancy or dismissal of a permanent Employee (with the exception of a fixed term/project Employee, a casual Employee, or an Employee terminated for serious misconduct) the Company shall give each Employee a minimum period of notice consistent with the following table:

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

- c) Where an Employee is over 45 years of age at the time of termination and has a period of continuous service with the company in excess of two years, the Employee shall be entitled to one week’s notice in addition to that prescribed above.
- d) Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- e) Where an Employee has given or been given notice of termination of employment, he/she shall continue in employment until the date of the expiration of such notice. Nothing in this clause shall prevent the Company making payment in lieu of notice.
- f) Where the Company has given notice of termination to an Employee, the Employee shall be allowed up to one day’s paid time off during the notice period with pay to seek other employment.
- g) Where an Employee is re-employed within a period of one month of the termination of employment, the Employee shall be paid for all public holidays occurring within the period between the termination of service and re-employment.

42 WORK HEALTH & SAFETY

- a) Both the Company and Employees are committed to upholding a safe and healthy working environment, in accordance with relevant state and federal Work Health & Safety Acts and Regulations.
- b) The Company will provide the necessary resources, skills, and training to empower managers and employees in maintaining high standards of health and safety.
- c) All employees have a responsibility to maintain a safe working environment and to ensure that safe working procedures are in place and observed at all times.
- d) Employees are responsible for:
 - (i) Wearing and utilising any provided safety equipment or clothing

- (ii) (ii) Adhering to the Company's work health and safety practices and procedures.
 - (iii) (iii) Promptly reporting any accidents, incidents, or hazards encountered during employment to management.
- e) The Company agrees it will facilitate Low Voltage Rescue (LVR) Training for each direct Employee. Time spent in such training will be considered as time worked for all purposes outlined in this Agreement.

43 COMPANY POLICIES & PROCEDURES

- a) The Company and employees will seek to maintain an independent audited third-party Health, Safety, Environment, and Quality (HSEQ) Management System certified to AS/NZS4801, ISO 14001, and ISO 9001 standards accordingly. This system encompasses rigorous protocols and procedures aimed at ensuring compliance with statutory and regulatory requirements, as well as meeting the expectations and standards of its customers. All parties, including employees and other related stakeholders, shall be bound by the requirements and provisions within the certified HSEQ Management System, acknowledging its critical importance in safeguarding the well-being of individuals, protecting the environment, and enhancing operational quality.
- b) The Company maintains a comprehensive Policy Manual as part of its HSEQ Management System. The Policy Manual details various guidelines and procedures relevant to the workplace. All employees will undergo induction into these policies at the commencement of their employment.
- c) To ensure Consultation and Communication legislative requirements are met, the Company will engage in consultation with the workforce regarding any changes to these policies, and changes will be made through mutual agreement between the company and the majority of employees affected. All employees are obligated to adhere to and abide by the policies outlined in the manual.

44 TOOL KIT

- a) The Company accepts the responsibility of providing major speciality tools and equipment in order that the work force may carry out their duties. It is agreed by the parties; care is to be exercised to ensure the security of all tools and equipment on sites and in vehicles to protect against theft and damage.
- b) In the case where an Employee's personal tools are stolen from Company Vehicles or from gang boxes or other company storage facility or are damaged whilst on-site or in a company vehicle the Company shall re-purchase the tools stolen/damaged.
- c) The payment is subject to the Company being provided with an inventory of tools. The Company is to provide a "Employee Tool Register" for completion by each employee. . This form may be adjusted from time to time when the employee increases/decreases his or her tools. Where the Company fails to provide the list as mentioned above, the Company will be liable for all tools lost, damaged as determined by the employee affected. This list may be audited by the Company from time to time. Details of both the inventory and subsequent audits are to be kept by the Company. Should the employee fail to complete and return the Employee Tool Register, the Company shall not be liable for any loss.
- d) An Employee's hourly rate includes a tool allowance. The Parties agree that the list of tools prescribed at Schedule D is a minimum requirement for Tradespersons receiving

a tool allowance (which is incorporated into their hourly rate). All employees shall supply, maintain, and have available for work daily a full set of tools as listed in the relevant tool kit list. Where tools are not available, the employee will be required to make these tools available by the next shift. Non-compliance may incur disciplinary action.

- e) At each workshop or depot and at each job site the Company shall provide suitable free storage accommodation for Employee's tools. The Company shall ensure that such tool storage accommodation is as secure as practicable in the Employees absence.

45 PERSONAL PROTECTIVE EQUIPMENT

- (a) Employees shall be provided with safety eyewear, gloves, safety footwear and protective clothing in accordance with the conditions prescribed below:
- i. Employees are required to wear, in the course of their work, all equipment and apparel supplied by the employer.
 - ii. Clothing issued may be identified by a company name or logo.
 - iii. It is the responsibility of employees to maintain and repair all clothing.
 - iv. The supplied footwear and protective clothing shall be replaced on a fair wear and tear basis provided they are produced to the employer as evidence of such fair wear and tear.
 - v. In the event of a dispute arising between the parties in regard to the provisions of this clause, the parties agree that the dispute will be dealt with in accordance with the dispute settlement procedure as contained in this agreement.

Safety Footwear

- (b) Each employee shall be provided with one (1) pair of safety footwear (up to a maximum value of \$160.00) per year by the Company and Safety footwear is expected to have a life of 12 months.

Protective Clothing

- (c) The Company shall supply four (4) long-sleeved shirts and four (4) trousers and ensure that shirts are available in both light-weight and heavy-weight fabric.
- i. This supply of clothing will have an expected life span of 24 months but will be replaced on a fair wear and tear basis upon reasonable request. Any clothing issued in excess of the standard supply of four (4) shirts and four (4) trousers will have an expected life-span of 24 months.
 - ii. Short sleeved shirts and shorts will NOT be supplied or approved as being appropriate outdoor work clothing.
 - iii. Laundering and maintenance of the protective clothing shall be the responsibility of the employee.

Weather Proof Jackets

- (d) Employees shall be provided with weather-proof jackets if requested during the year between May 1st and September 1st, under the conditions outlined below:
- i. By the nature of their work the employees are subject to the elements.
 - ii. The employee has completed at least one (1) month's service with the Company away from the normal workplace (i.e. on outdoor work-sites).
 - iii. The request for the jacket is made between the dates prescribed at the outset of this clause.
 - iv. The jacket requested is of an approved type (i.e. 'fit-for-work-purpose').

- v. The life of the jacket is prescribed as three (3) years and shall only be replaced when it can be demonstrated that it requires replacement due to fair wear and tear.

Sunscreen

- (e) Employees shall have access to SPF 50+ broad spectrum sunscreen.
 - i. Employees shall, prior to commencing work in the open, apply the sunscreen to all exposed areas of their body, including lips. The sunscreen shall be re-applied during the provided rest interval/break and again during their meal break.
 - ii. Employees requiring a particular type of sunscreen because of medical reasons shall provide appropriate medical proof of such reasons to the employer or relevant safety supervisor whereby the particular type of sunscreen shall be subsequently provided.

46 INCOME PROTECTION SCHEME

- a) The Company will provide all employees covered by this Agreement, Income Protection Insurance via the Protect
- b) At the time of making this agreement, Employees will be provided cover up to \$1200/week. This will be increased to cover up to \$1400/week commencing 1st Jan 2025.
- c) Upon request from an Employee, the Company will provide documentary evidence that the Company has taken out a policy with the relevant scheme.

A summary of the benefits available to employees via the Protect is provided in Schedule E of this Agreement

47 COMPANY PLANT

- a) All Company plant is to be properly supervised and maintained, to minimise loss or down time. Employees are to regularly inspect plant in their control and promptly report any defects as directed by the Company

48 QUALITY ASSURANCE

- a) The parties embrace the fundamental principles of the Company's Quality Management System, designed to ensure that services are delivered in strict accordance with contractual obligations to customers. This necessitates the establishment, maintenance, implementation, training, and continual enhancement of procedures and processes by the Company, with employees expected to adhere to these procedures, document their compliance, and actively participate in the improvement process. Specifically, employees are required to consistently and accurately complete documentation and checklists to indicate adherence to the customer's specific requirements. Training will be provided where necessary to support these activities.
- b) The Quality Management System underscores the overall dedication to aligning products and services with customer needs, ultimately aiming for high levels of customer satisfaction. Employees will be tasked with identifying customer requirements and ensuring adherence to appropriate procedures to fulfill those requirements. Objectives to meet the policy's requirements and ensure ongoing improvement will be established, reviewed, and monitored during Management Review sessions.
- c) The principles and objectives of the Quality Policy will be communicated and

accessible to all workers, with training forming an integral component of our strategy to achieve these objectives. The Company is committed to operating under a Quality Management System conforming to ISO 9001:2015, developed in collaboration with other operational functions, and are dedicated to satisfying applicable requirements and continually improving the system.

- d) Continuous review and improvement of our services will ensure tasks are completed efficiently and timely for the benefit of our customers. Management will ensure that all personnel understand, implement, and effectively perform their duties through ongoing training and development programs.

49 CONSULTATIVE COMMITTEE

- a) The Company will establish and maintain a Consultative Committee as a forum for effective communication between the parties.
- b) It is not the objective of parties to this clause that the committee would over-ride the function and responsibilities of management or the Union.
- c) The Consultative Committee will be made up of an equal number of management representatives and Employee representatives elected by the Employees.
- d) The principle purpose of this Committee will be to:
- (i) Monitor the implementation of the terms of this Agreement;
 - (ii) Assist in the process of workplace reform through consultation;
 - (iii) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security;
 - (iv) Monitor, discuss, develop and or recommend measures or actions in respect of but not limited to:
 - Productivity and Competitiveness
 - Job Security
 - Work Health and Safety
 - Rehabilitation of injured Employees
 - Women in the industry
 - Skills and training
 - Implementation of quality assurance
 - Existing and future work
 - Removal of restrictive work practices
 - Environmental protection
- e) The Company will facilitate the ability for a Consultative Committee member on full pay to attend other Company work sites if there is no Consultative Committee member on that site to provide information which is directly related to the employees and the Company when required, this activity will require coordination with and approval of Company site management on sites affected.

50 UNION DELEGATES

- a) Union Delegates are to ensure that they meet their obligations as an Employee of the Company as a priority to undertaking their duties as a Union Delegate. Union Delegates are required to ensure that when they are carrying out their duties that they adhere to and strive to meet the key objectives of this Agreement.
- b) For the purpose of this clause a Union Delegate shall be one which has been elected by Employees working in the service department and recognised by the Union. Nothing within this agreement will prevent Union Delegates from consulting or conferring with each other.

51 UNION DELEGATES DUTIES / ACTIVITIES & RIGHTS

Rights of workplace delegates

The workplace delegate is entitled to represent the industrial interests of those members, and any other persons eligible to be such members, including in disputes with their employer. Note this section This section does not create any obligation on a person to be represented by a workplace delegate.

Union Delegates must be given reasonable time off with pay (inclusive of all allowances Union Delegates would normally receive) to carry out their duties/activities as a Union Delegate. Before attending to his/her duties/activities as a Union Delegate, the Union Delegate will notify and coordinate activities with the General Manager.

a) Union Delegates' duties/activities include:

- (i) Assisting and representing Employees in workplace relations matters including grievances, disputes, disciplinary action at workplace; and
- (ii) Keeping Employees informed of workplace relations matters and providing advice and information; and
- (iii) Working with the Employees and the Company to resolve issues at a site level; and
- (iv) Representing the interests of members in their workplace to the Union, the Company and Industrial tribunals and Courts; and
- (v) Attending Union endorsed training, forums or meetings up to 5 days per year, which are directed to improving the skills & knowledge of the participant in the system of workplace relations. The Company will be provided with 7 days-notice of such training/forums; and
- (vi) Participating in bargaining for an agreement to replace this agreement; and
- (vii) Giving the Union's representatives instructions and information during a dispute, including preparation and attendances in tribunals and courts; and
- (viii) Attend monthly meetings conducted by the Union to discuss industry related matters. The Company will be provided 7 days-notice of such meetings and the name/s of the delegate/s attending.

b) Union Delegates' rights include:

- (i) To be treated fairly and to perform their role without discrimination in their employment;

- (ii) Recognition that Union endorsed Union Delegate/s will speak on behalf of Union members in the workplace;
- (iii) To use a personal mobile phone to make calls when required for their duties but always and only when safe to do so and in full compliance with the safety requirements of the Company mobile phone policy.

52 UNION DELEGATE FACILITIES

As far as practically possible the Company will extend the usual courtesy of providing reasonable access to resources such as phone, photocopier, filing cabinet, internet and Company notice boards. This is to allow elected employee representatives to carry out their role and activities that are directly related to matters that pertain to the employment relationship between the Company, Employees and the Union.

The Company will respect the privacy of the delegate's use of the resources.

53 FLEXIBILITY ARRANGEMENTS

53.1 The Company and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the hours of work arrangement provided in Clause 12, provided:

- a) Any flexible agreement may allow for up to 12 hours per day to be worked at ordinary time, provided that weekly ordinary hours of work shall be an average of 36 per week and shall not exceed 144 hours in 28 consecutive days. Such an arrangement shall not extend the spread of ordinary hours beyond 6.00 am to 6.00 pm; and
- b) The arrangement meets the genuine needs of the Company and employee; and
- c) Is genuinely agreed to by the Company and the employee.

53.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

53.3 The Company must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of the Company and the Employee; and
- (iii) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (iv) includes details of:
 - a. how the arrangement will vary the effect of the terms of this Agreement; and
 - b. how the Employee will be better off overall in relation to the terms and

conditions of his/her employment as a result of the arrangement; and

- (v) states the day on which the arrangement commences.
- c) The Employee must receive a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- d) The Company or Employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement;
or
 - (ii) if the Company and Employee agree in writing, at any time.

54 CONSULTATION TERM

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

54.1 Major change

- a) For a major change referred to in paragraph 61 (a) (1):
 - (i) the Company must notify the relevant employees of the decision to introduce the major change; and
 - (ii) sub-clauses 61.1 (b) to (i) apply.
- b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.
- d) As soon as practicable after making its decision, the Company must discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees;
 - the measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- e) for the purposes of the discussion, provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and

- (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- f) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- h) 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 paragraph 61.1 (a) (i) and sub-clauses 61.1 (b) and (d) are taken not to apply.
- i) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

54.2 Change to regular roster or ordinary hours of work

- a) For a change referred to in clause 61 (a) (2):
 - (i) the Company must notify the relevant employees of the proposed change; and
 - (ii) sub-clauses 61.2 (b) to (f) apply.
- b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Company of the identity of the representative;the Company must recognise the representative.
- d) As soon as practicable after proposing to introduce the change, the Company must:
 - (i) discuss with the relevant employees the introduction of the change; and

- (ii) for the purposes of the discussion, provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the Company reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that the Company reasonably believes are likely to affect the employees; and
 - 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).
- e) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- f) The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- g) In this term:
 - (i) "relevant employees " means the employees who may be affected by a change referred to in clause 61 (a).

55 EMPLOYEE ENTITLEMENTS AND COMPLIANCE

Superannuation, Severance, Return To Work SA, Long Service Leave and Insurance

- a) The Company shall ensure that all its Employees covered by this Agreement are registered with the relevant industry schemes as listed in this agreement for Redundancy, Superannuation, Long Service Leave Payments and Income Protection Insurance.
- b) It is acknowledged that information confirming compliance (i.e., registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.
- c) It is a specific requirement that the Company shall ensure that all payments and/or paperwork to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.
- d) When an Employee or their representative raises a concern in respect of the Employee's entitlements and/or the Company's compliance with payments and/or registration with the abovementioned funds or schemes, the Company shall provide to the Employee, or their representative if requested in writing by the Employee, all relevant information to assist in resolving any concerns.
- e) If a person covered by this Agreement has a genuine and reasonable belief that the Company has failed to comply with its obligations the following process will apply:
 - (i) the person or their representative must notify the Company in writing of the alleged non-compliance and what must be done to remedy it; and
 - (ii) the parties must consult in good faith in an effort to resolve the matter.

56 ABORIGINAL OR TORRES STRAIT ISLANDER CULTURAL LEAVE

The Company acknowledges the importance of recognising the cultural obligations and observances of our Aboriginal and Torres Strait Islander (ATSI) communities. As such the Company will provide additional leave to eligible employees in order to support attendance and participation in these recognised activities.

An employee who has formally identified with the Employer as being Aboriginal or Torres Strait Islander, is eligible to access additional leave for the purpose of fulfilling specific cultural obligations that are recognised as part of the employee's culture.

The entitlement to the additional leave includes 3 days of paid cultural leave and 7 days of unpaid cultural leave.

Definitions

Family and Community obligations may include:

- a) Attending to or making arrangements for the care of a sick family member; or
- b) Attending to or organizing a funeral and affairs for a deceased family member; or
- c) Fulfilling community obligations including required attendance at community meetings

National Cultural Activities may include:

- a) NAIDOC week
- b) National Sorry Day

Family member means:

- a) Family – extended family relationships; and
- b) For the purpose of this clause, family represents and covers the extended families that exist within Aboriginal and Torres Strait Islander cultures and the obligations that may exist in addition to, and irrespective of bloodline relationships.
- c) Family extends to cover relationships where there is a close association.

Entitlement to paid and unpaid cultural leave

Eligible employees can access up to 3 days of paid cultural leave and 7 days of unpaid cultural leave per calendar year as follows:

- a) The leave is available in full at the start of each calendar year; and
- b) The leave does not accumulate from year to year; and
- c) It is available in full to part-time employees.
- d) Access to paid cultural leave for the purpose of attending to or making arrangements for the care of a sick family member is only once all other personal/carer's leave entitlements have been exhausted.
- e) Access to paid cultural leave for the purpose of attending to or organizing a funeral and affairs for a deceased family member is in addition to the provision of compassionate leave in this Agreement.
- f) If, in accordance with this clause, an Employee, takes a period of paid cultural leave, the Company shall pay the Employee at the Employee's ordinary rate of pay for what would have normally been the Employee's ordinary hours of work in the period.

Notice Requirements

Requests for cultural leave will not be unreasonably refused where:

- a) The employee has provided 2 weeks' notice for attending Recognised National Cultural Activities; and the leave does not accumulate from year to year; and

- b) In the event of accessing cultural leave to attend to or making arrangements for the care of a sick family member, or for the purpose of attending to or organizing a funeral and affairs for a deceased family member the employee must notify the Employer as soon as practicable.

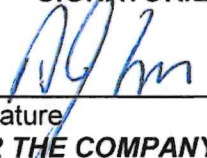
Evidence Requirements

If requested by the Employer, Employees who have applied for cultural leave will be required to provide reasonable evidence as to the nature of the activity / ceremony / observance that the Employee plans to attend.

Evidence may be in the form of a certificate issued by a medical practitioner or a statutory declaration for accessing cultural leave to attend to or making arrangements for the care of a sick family member, or for the purpose of attending to or organising a funeral and affairs for a deceased family member. The evidence should be provided as soon as is practicable, which may be after the leave is taken.

Evidence for attending Recognised National Cultural Activities can be by providing detail of the cultural activity or a statutory declaration.

57 SIGNATORIES

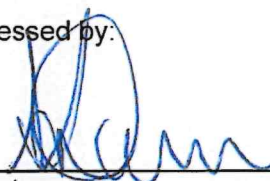

Signature
FOR THE COMPANY

ANDREW JAMES CROSS
Print Name in Full
FOR THE COMPANY

45 06 Road Klemzig SA
Address of Signatory
FOR THE COMPANY

Managing Director
Position / Authority Held
FOR THE COMPANY

14-06-24
Date of Signing Agreement

Witnessed by:

Signature

Simon Dunn
Print Name in Full



Signature
FOR THE UNION

JOHN ANLEY
Print Name in Full
FOR THE UNION

87 ST VINCENT ST PORT ADELAIDE SA
Address of Signatory
FOR THE UNION

CEPU SA BRANCH SECRETARY
Position / Authority Held
FOR THE UNION

14 JUNE 2024
Date of Signing Agreement

Witnessed by:

Signature

ALEX CAPPER
Print Name in Full



SCHEDULE A - WORKER DEFINITIONS

A.1 Classification/reclassification

A.1.1 In order to assist in the classification or reclassification of employees, the following will apply:

- a. where the employee has the relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified; and
- b. the employee is exercising or will be required to exercise the skills and knowledge gained from the qualification necessary for that level of work;
- c. the employee must be classified appropriately.

A.2 Classification definitions

A.2.1 Electrical worker grade 1

An Electrical worker grade 1 is a labourer not otherwise provided for in this award, who is doing labouring work and employed as such.

A.2.2 Electrical worker grade 2

- a. An Electrical worker grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance must not include the work of a tradesperson.
- b. Without limiting the scope of the work, an employee may perform the following tasks to the level of the employee's training:
 - unskilled tasks as directed;
 - cut to specified lengths—ducting, unistrut, conduit and other cable and support systems;
 - paint cable trays, ducts and conduits;
 - chase walls as marked by a tradesperson;
 - is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.
- c. Definitions applying to this grade of worker prior to 5 October 1990:
 - Trades assistant;
 - Lines assistant;
 - Cable jointers mate/assistant; and
 - Line clearance operator.

A.2.3 Electrical worker grade 3

- a. An Electrical worker grade 3 is an employee who works under direction and may be required to perform the work of an Electrical worker grade 2; and
- b. Without limiting the scope of the work, the employee may perform the work described below to the level of the employee's training:

- i. is engaged in storework; or
 - ii. is qualified and required to drive or operate the employer's vehicles, machinery, plant or equipment incidental to the employee's primary task or functions; or
 - iii. inspects and tests fire alarm or security alarm equipment; or
 - iv. under the supervision of a tradesperson or electronics serviceperson:
 - installs radio, communications and related equipment including antenna; or
 - installs fire alarm or security alarm equipment; or
 - installs data and communication cabling.
- c. Provided that this person must not undertake tasks requiring the skills of a tradesperson.

A.2.4 Electrical worker grade 4

- a. An Electrical worker grade 4 is an employee who:
- i. has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of the employee's training is an employee who is accredited to perform:
 - scaffolding or rigging; or
 - Diesel fitting/mechanic trades work; or
 - is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
 - ii. has worked for not less than one year as an Electrical worker grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:
 - installs radio, communications and related equipment including antenna; or
 - installs fire alarm or security alarm equipment; or
 - installs, terminates and tests data and communication cabling; or
 - inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of an Electrical worker grade 3 and works without assistance and supervision; or
 - holds a restricted electrical registration (SA only).
- b. Provided that this person must not undertake tasks requiring the skills of a tradesperson.
- c. Included in this grade is the work of Purchasing clerk/storeperson and Electronic equipment installer level 2.
- d. Definitions applying to this grade of worker prior to 5 October 1990:
- Alarm/security tester grade 2;
 - Restricted B class licensed electrical worker; and

- Purchasing clerk/storeperson.

A.2.5 Electrical worker grade 5

a. An Electrical worker grade 5 is employed to use the skills acquired through the training specified below and is an employee who:

- i. holds a trade certificate or tradesperson's rights certificate, in an electrical trade; or
- ii. holds an AQF Certificate Level 3 in Electrotechnology in one of the following:
 - systems electrician; or
 - assembly and servicing; or
- iii. has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in communications/electronics; or
- iv. holds an AQF Certificate Level 3 in Electrotechnology in one of the following:
 - building services;
 - communications;
 - computer systems;
 - data communications;
 - entertainment and servicing;
 - scanning; or
- v. has successfully completed an appropriate instrumentation trade course; or an AQF Certificate Level 3 in Electrotechnology Instrumentation; or
- vi. holds an appropriate electrical/refrigeration/air-conditioning trade certificate; or an AQF Certificate Level 3 in Electrotechnology Refrigeration and Air-conditioning; or
- vii. has successfully completed an appropriate trade course in linework or cable jointing, or an AQF Certificate Level 3 in Transmission Powerline or ESI Distribution Powerline; or has otherwise reached an equivalent standard of skills and knowledge.

b. Included in this grade is the work of:

- Electrical tradesperson level 1;
- Electronic/communications serviceperson level 1;
- Instrument tradesperson level 1;
- Refrigeration/air-conditioning tradesperson level 1;
- Linesperson/cable jointer level 1;
- Electrical tradesperson powerline level 1 (SA only); and

A.2.6 Electrical worker grade 6

- a. An Electrical worker grade 6 is an Electrical worker grade 5 who in addition has:
- i. successfully completed 3 appropriate training modules or **33%** of the qualification specified for grade 7 or its equivalent; or
 - ii. equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the award; and
 - iii. acquired an equivalent standard of skills as defined in A.2.6(a)(i) through other means including a minimum of one year's experience as an Electrical worker grade 5; or
 - iv. is employed to use the skills acquired through the training or experience specified.
- b. Included in this grade is the work of:
- High Energy Tradesperson (as defined under A.2.6(c));
 - Senior Maintenance Tradesperson (as defined under A.2.6(d));
 - Electrical tradesperson level 2;
 - Electronic/communications serviceperson level 2;
 - Instrument tradesperson level 2;
 - Refrigeration/air-conditioning tradesperson level 2;
 - Linesperson/cable jointer level 2; and
 - Electrical tradesperson powerline level 2 (SA only).

A.2.7 Electrical worker grade 7

- a. An Electrical worker grade 7 is an Electrical worker grade 5 who:
- i. has successfully completed a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate or AQF Diploma in Electrotechnology; or their equivalent; or
 - ii. has successfully completed an AQF Certificate Level IV in Electrotechnology, or
 - iii. has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry; and
 - iv. is employed to use the skills acquired through the training and/or experience specified.
- b. Included in this grade is the work of:
- Senior High Energy Tradesperson (as defined under A.2.7(c));
 - Electrician special class;
 - Electronic/communications serviceperson special class;
 - Instrument tradesperson special class refrigeration/air-conditioning tradesperson special class;
 - Linesperson/cable jointer special class; and
 - Electrical tradesperson powerline special class (SA only).

A.2.8 Electrical worker grade 8

- a. An Electrical worker grade 8 is an Electrical worker grade 5 who has successfully completed:
- i. a Post Trade Certificate or 9 appropriate modules towards an Advanced Certificate or an AQF Diploma in Electrotechnology or their equivalent; or
 - ii. an AQF Certificate Level IV in Electrotechnology; and
 - iii. in addition, has had not less than 2 years' experience as an Electrical worker grade 7 and is employed to use the skills acquired through the training and/or experience specified.
- b. Included in this grade is the work of:
- Specialised Senior Technicians (as defined under A.2.8(c))
 - Advanced electrical tradesperson level 1;
 - Advanced electronic/communications serviceperson level 1;
 - Advanced instrument tradesperson level 1; and
 - Advanced electrical tradesperson powerline level 1 (SA only).

A.2.9 Electrical worker grade 9

- a. An Electrical worker grade 9 is an Electrical worker grade 5 who has successfully completed:
- i. an appropriate Advanced Certificate; or
 - ii. an AQF Diploma in Electrotechnology; or
 - iii. their formal equivalent; and
 - iv. is employed to use the skills acquired through the training and/or experience specified.
- b. Included in this grade is the work of:
- Advanced electrical tradesperson level 2;
 - Advanced electronic/communications serviceperson level 2;
 - Advanced instrument tradesperson level 2;
 - Advanced refrigeration/air-conditioning tradesperson level 2; and
 - Advanced electrical tradesperson powerline level 2 (SA only).

A.2.10 Electrical worker grade 10

- a. An Electrical worker grade 10 is an Electrical worker grade 5 who has successfully completed:
- i. an appropriate Associate Diploma; or
 - ii. an AQF Advanced Diploma, or:
 - iii. their formal equivalent; and
 - iv. is employed to use the skills acquired through the training and/or experience specified.
- b. Included in this grade is the work of:
- Advanced electrical tradesperson level 3;

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

A.3 Australian Qualifications Framework (AQF) qualifications

A.3.1 Where this award refers to AQF qualifications in:

- a. Electrotechnology; or
 - b. Electricity Supply Industry Transmission and Distribution;
- the National Electrotechnology Training Packages or the Training Packages for the Electricity Supply Industry—Transmission and Distribution and the preferred training models to achieve those qualifications will be those determined from time to time by the National Utilities and Electrotechnology Industry Training Advisory Body and endorsed by the National Training Framework Committee.

A.3.2 The Australian Qualifications Framework (AQF) provides a comprehensive, nationally consistent yet flexible framework for all qualifications in Australia. A qualification is defined as *“formal certification, issued by a relevant approved body, in recognition that a person has achieved learning outcomes or competencies relevant to identified individual, professional, industry or community needs”*.

SCHEDULE B - RATES OF PAY

From the FFPPA 1st May 2024 (back pay will apply to these wages upon FWA Certification)					
Classification	Base Hourly Wage Rate	All Purpose Site Allowanc e	Total Hourly Wage Rate	Daily Travel Allowanc e Clause 11(e)(f)	Weekly Employer Severance Fund Contributio n Clause 34
Grade 1	\$40.18	\$2.50	\$42.68	\$30.00 Full fares \$10.00 Half fares	\$60.00
Grade 2	\$41.62	\$2.50	\$44.12		
Grade 3	\$43.07	\$2.50	\$45.57		
Grade 4	\$44.52	\$2.50	\$47.02		
Grade 5	\$46.12	\$2.50	\$48.62		
Grade 6	\$47.56	\$2.50	\$50.06		
Grade 7	\$50.32	\$2.50	\$52.82		
Grade 8	\$52.87	\$2.50	\$55.37		
Grade 9	\$53.95	\$2.50	\$56.45		
Grade 10	\$58.30	\$2.50	\$60.80		
Apprentices					
1st Year	\$25.37	\$1.38	\$26.75		N/A
2nd Year	\$29.98	\$1.63	\$31.61		N/A
3rd Year	\$32.28	\$1.75	\$34.03		N/A
4th Year	\$37.82	\$2.05	\$39.87		N/A
1st Year Adult	\$36.90	\$2.00	\$38.90		N/A
2nd, 3rd & 4th Year Adult	\$40.18	\$2.50	\$42.68		N/A

From the FFPPA 1st Nov 2024					
Classification	Base Hourly Wage Rate	All Purpose Site Allowance	Total Hourly Wage Rate	Daily Travel Allowance Clause 11(e)(f)	Weekly Employer Severance Fund Contribution Clause 34
Grade 1	\$41.30	\$2.50	\$43.80	\$30.00 Full fares \$10.00 Half fares	\$60.00
Grade 2	\$42.78	\$2.50	\$45.28		
Grade 3	\$44.28	\$2.50	\$46.78		
Grade 4	\$45.77	\$2.50	\$48.27		
Grade 5	\$47.41	\$2.50	\$49.91		
Grade 6	\$48.89	\$2.50	\$51.39		
Grade 7	\$51.73	\$2.50	\$54.23		
Grade 8	\$54.36	\$2.50	\$56.86		
Grade 9	\$55.46	\$2.50	\$57.96		
Grade 10	\$59.93	\$2.50	\$62.43		
Apprentices					
1st Year	\$26.08	\$1.38	\$27.46		N/A
2nd Year	\$30.82	\$1.63	\$32.45		N/A
3rd Year	\$33.19	\$1.75	\$34.94		N/A
4th Year	\$38.88	\$2.05	\$40.93		N/A
1st Year Adult	\$37.93	\$2.00	\$39.93		N/A
2nd, 3rd & 4th Year Adult	\$41.30	\$2.50	\$43.80		N/A

From the FFPPA 1st May 2025					
Classification	Base Hourly Wage Rate	All Purpose Site Allowance	Total Hourly Wage Rate	Daily Travel Allowance Clause 11(e)(f)	Weekly Employer Severance Fund Contribution Clause 34
Grade 1	\$42.46	\$2.50	\$44.96	\$30.00 Full fares \$15.00 Half fares	\$65.00
Grade 2	\$43.98	\$2.50	\$46.48		
Grade 3	\$45.52	\$2.50	\$48.02		
Grade 4	\$47.05	\$2.50	\$49.55		
Grade 5	\$48.74	\$2.50	\$51.24		
Grade 6	\$50.26	\$2.50	\$52.76		
Grade 7	\$53.18	\$2.50	\$55.68		
Grade 8	\$55.88	\$2.50	\$58.38		
Grade 9	\$57.01	\$2.50	\$59.51		
Grade 10	\$61.61	\$2.50	\$64.11		
Apprentices					
1st Year	\$26.81	\$1.38	\$28.19		N/A
2nd Year	\$31.69	\$1.63	\$33.32		N/A
3rd Year	\$34.12	\$1.75	\$35.87		N/A
4th Year	\$39.97	\$2.05	\$42.02		N/A
1st Year Adult	\$38.99	\$2.00	\$40.99		N/A
2nd, 3rd & 4th Year Adult	\$42.46	\$2.50	\$44.96		N/A

From the FFPPA 1st Nov 2025					
Classification	Base Hourly Wage Rate	All Purpose Site Allowance	Total Hourly Wage Rate	Daily Travel Allowance Clause 11(e)(f)	Weekly Employer Severance Fund Contribution Clause 34
Grade 1	\$43.65	\$2.50	\$46.15	\$30.00 Full fares \$15.00 Half fares	\$65.00
Grade 2	\$45.21	\$2.50	\$47.71		
Grade 3	\$46.79	\$2.50	\$49.29		
Grade 4	\$48.37	\$2.50	\$50.87		
Grade 5	\$50.10	\$2.50	\$52.60		
Grade 6	\$51.67	\$2.50	\$54.17		
Grade 7	\$54.66	\$2.50	\$57.16		
Grade 8	\$57.44	\$2.50	\$59.94		
Grade 9	\$58.61	\$2.50	\$61.11		
Grade 10	\$63.34	\$2.50	\$65.84		
Apprentices					
1 st Year	\$27.56	\$1.38	\$28.94		N/A
2 nd Year	\$32.57	\$1.63	\$34.20		N/A
3 rd Year	\$35.07	\$1.75	\$36.82		N/A
4 th Year	\$41.09	\$2.05	\$43.14		N/A
1 st Year Adult	\$40.08	\$2.00	\$42.08		N/A
2 nd , 3 rd & 4 th Year Adult	\$43.65	\$2.50	\$46.15		N/A

From the FFPPA 1st May 2026					
Classification	Base Hourly Wage Rate	All Purpose Site Allowance	Total Hourly Wage Rate	Daily Travel Allowance Clause 11(e)(f)	Weekly Employer Severance Fund Contribution Clause 34
Grade 1	\$44.87	\$2.50	\$47.37	\$30.00 Full fares \$15.00 Half fares	\$70.00
Grade 2	\$46.48	\$2.50	\$48.98		
Grade 3	\$48.10	\$2.50	\$50.60		
Grade 4	\$49.72	\$2.50	\$52.22		
Grade 5	\$51.50	\$2.50	\$54.00		
Grade 6	\$53.11	\$2.50	\$55.61		
Grade 7	\$56.19	\$2.50	\$58.69		
Grade 8	\$59.04	\$2.50	\$61.54		
Grade 9	\$60.24	\$2.50	\$62.74		
Grade 10	\$65.10	\$2.50	\$67.60		
Apprentices					
1st Year	\$28.33	\$1.38	\$29.71		N/A
2nd Year	\$33.48	\$1.63	\$35.11		N/A
3rd Year	\$36.05	\$1.75	\$37.80		N/A
4th Year	\$42.24	\$2.05	\$44.29		N/A
1st Year Adult	\$41.20	\$2.00	\$43.20		N/A
2nd, 3rd & 4th Year Adult	\$44.87	\$2.50	\$47.37		N/A

From the FFPPA 1st Nov 2026					
Classification	Base Hourly Wage Rate	All Purpose Site Allowance	Total Hourly Wage Rate	Daily Travel Allowance Clause 11(e)(f)	Weekly Employer Severance Fund Contribution Clause 34
Grade 1	\$46.13	\$2.50	\$48.63	\$30.00 Full fares \$15.00 Half fares	\$70.00
Grade 2	\$47.79	\$2.50	\$50.29		
Grade 3	\$49.45	\$2.50	\$51.95		
Grade 4	\$50.79	\$2.50	\$53.29		
Grade 5	\$52.94	\$2.50	\$55.44		
Grade 6	\$54.59	\$2.50	\$57.09		
Grade 7	\$57.76	\$2.50	\$60.26		
Grade 8	\$60.68	\$2.50	\$63.18		
Grade 9	\$61.91	\$2.50	\$64.41		
Grade 10	\$66.90	\$2.50	\$69.40		
Apprentices					
1st Year	\$27.86	\$1.38	\$29.24		N/A
2nd Year	\$34.41	\$1.63	\$36.04		N/A
3rd Year	\$37.06	\$1.75	\$38.81		N/A
4th Year	\$43.41	\$2.05	\$45.46		N/A
1st Year Adult	\$42.35	\$2.00	\$44.35		N/A
2nd, 3rd & 4th Year Adult	\$46.13	\$2.50	\$48.63		N/A

From the FFPPA 1st May 2027					
Classification	Base Hourly Wage Rate	All Purpose Site Allowance	Total Hourly Wage Rate	Daily Travel Allowance Clause 11(e)(f)	Weekly Employer Severance Fund Contribution Clause 34
Grade 1	\$47.42	\$2.50	\$49.92	\$30.00 Full fares \$15.00 Half fares	\$75.00
Grade 2	\$49.12	\$2.50	\$51.62		
Grade 3	\$50.83	\$2.50	\$53.33		
Grade 4	\$52.53	\$2.50	\$55.03		
Grade 5	\$54.41	\$2.50	\$56.91		
Grade 6	\$55.20	\$2.50	\$57.70		
Grade 7	\$59.35	\$2.50	\$61.85		
Grade 8	\$62.36	\$2.50	\$64.86		
Grade 9	\$63.62	\$2.50	\$66.12		
Grade 10	\$68.74	\$2.50	\$71.24		
Apprentices					
1st Year	\$29.92	\$1.38	\$31.30		N/A
2nd Year	\$35.36	\$1.63	\$36.99		N/A
3rd Year	\$38.09	\$1.75	\$39.84		N/A
4th Year	\$44.62	\$2.05	\$46.67		N/A
1st Year Adult	\$43.43	\$2.00	\$45.43		N/A
2nd, 3rd & 4th Year Adult	\$47.42	\$2.50	\$49.92		N/A

SCHEDULE C – ALLOWANCES

<p>Living Away from Home Allowance <i>Paid in accordance with clause 30.</i></p>	<p>Default – The employer is to provide accommodation and payment for meal/incidental expenses in accordance with Tax Determination TD 2023/3 (Table 1), or as amended each tax year. On the first day of travel, the employer will provide meals, or where the employee elects, a payment in respect to meals as required and incidentals in accordance with Tax Determination TD 2023/3 (Table 1), or as amended each tax year. On the final day where the employee is travelling back to home base, the employer will provide payment in respect to meals as required in accordance with the minimum amounts specified in Tax Determination TD 2023/3 (Table 1), or as amended each tax year.</p> <p>Option 1- Employer pays all accommodation, meals & incidentals</p> <p>Option 2 – Where the employee elects to arrange their own accommodation the employer is to provide payment for accommodation, meals, and incidental expenses in accordance with Tax Determination TD 2023/3 (Table 1), or as amended each tax year. On the first day of travel, the employer will provide meals, or where the employee elects, a payment in respect to meals as required, as well as accommodation and incidentals in accordance with Tax Determination TD 2023/3 (Table 1), or as amended each tax year. On the final day where the employee is travelling back to home base, the employer will provide payment in respect to meals as required in accordance with the minimum amounts specified in Tax Determination TD 2023/3 (Table 1), or as amended each tax year.</p>
<p>On Call Allowance <i>Paid in accordance with clause 42 (b).</i></p>	<p>\$50.00 per day</p>
<p>Motor Vehicle Allowance <i>Paid in accordance with clause 11 (h).</i></p>	<p>\$1.00 per km</p>
<p>Tool Allowance <i>Incorporated in All Purpose hourly rate.</i></p>	<p>\$18.00 per week</p>

<p>Meal Allowance <i>Paid in accordance with clause 11(i) & 15 (i).</i></p>	<p>\$18.50</p>
<p>First Aid Allowance <i>Paid in accordance with clause 29.</i></p>	<p>\$4.00 per day upon lodgment to a maximum of \$20.00 per week.</p>
<p>Mobile Phone Allowance <i>Paid in accordance with clause 39.</i></p>	<p>\$15.00 per week</p>

SCHEDULE D - EMPLOYEE TOOL KIT

TOOL KIT – ELECTRICAL MECHANIC	
Allen Keys (Metric/Imperial)	Spanner (shifting 8")
Chisel Cold	Spanners (open ended 6mm-19mm)
Chisel 1/2" Wood	Spanners (ring 6mm - 19mm)
Crimping Tool (Utilux 00 or equivalent)	Spanners (socket 6mm - 25mm)
Bootlace Crimper (Where required)	Insulating lug crimping tool
Battery Drill 18v - 13mm.	Steel Square
Hacksaw	Pliers (insulated 8' combination)
Junior Hacksaw	Spirit level 300mm
Hammer (3lb)	Tape (8M)
Electrician's knife	Tin Snips (10")
Multigrips	Toolbox & Padlock
Pliers (insulated 8' combination)	Torch
8" side cutter	8" cable cutter (Optional)
Pliers (long nose)	Voltage Tester (test lamp Wigger or similar)
Screwdriver (small)	Multi meter
Insulated terminal screwdriver	Conduit/duct cutters - optional
Screwdriver (medium)	Chalk line
Screwdriver (large)	Keyhole saw
Screwdriver (Philips's head - small)	Punch (centre)
Screwdriver (Philips's head - medium)	Tool belt, carry tray or shoulder bag.

TOOL KIT – COMMUNICATION EMPLOYEE	
Allen Keys (Metric/Imperial)	10" Shifter
Cold Chisel	Combination Square
Chisel 1/2" Wood	Keyhole Saw
Small Tip Soldering Iron	Spanners (Socket 6mm to 19mm)
Solder Sucker	Hacksaw
I.C. Insertion / Extraction Tool	Junior Hacksaw
Spirit Level	Claw Hammer
Scotch Lock Pliers	Hammer 3 lb
Tape Measure (8 metre)	Electrical Knife (Approved Safety Type)
Tin Snips	Wire Strippers
Multigrips	Tool Belt or Carry Tray
Torch	Pop Rivet Gun
8" Pliemo Insulated Cable Cutter	Multimeter
Pliers - Long Nose	Battery Drill (18 volt)
Small Side Cutters	Centre Punch
Pliers (Insulated 8" Combination)	Surgical Scissors
Screwdriver (Phillips Head Small)	Krone Tool
Screwdriver (Small)	AUSTEL Customer Premises Cabling
Screwdriver (Medium)	Manuals
Screwdriver (Large)	Conduit / Duct Cutters
Screwdriver (Phillips Head - Medium)	Electrical Drill
Insulated Terminal Screw Down	Trowel
Toolbox & Pad Lock	Staple gun
F-set	Utilux pre-insulated crimp tool

SCHEDULE E - Protect

KEY FEATURES AND BENEFITS

Injury & Sickness:

- 365 days, Worldwide, 24/7 Protection

Coverage:

	\$1200 / \$750 cover	\$1400 / \$1000 cover (from 01/01/2025)
Tradesperson & other non-apprentice	Up to \$1200 per week	Up to \$1400 per week
Apprentice	Up to \$750 per week	Up to \$1000 per week

Maximum Benefit Period:

- 104 weeks general injury & illness
- 13 weeks organized amateur sport / extreme sport
- 26 weeks degenerative conditions

Waiting Period:

- 14 days for all claims

Workers Compensation Top-up:

- top-up included from week 53

Cover for All Disclosed Employees:

- up to age 70 (Injury & Sickness)

Additional Benefits

Accidental Death Cover:

- Death from at-work injury - \$400,000* with dependents, \$200,000* without
- Death outside work - \$75,000* with dependents, \$37,500* without

Serious Trauma (capital) benefits:

- Up to \$275,000* (e.g. permanent paraplegia / quadriplegia from at work injury)
- Up to \$75,000* (e.g. other TPD injuries)

Broken bones benefits (non-workplace, non-sporting injuries):

- Up to \$8,000* (e.g. neck, spine or skull, full break)
- Up to \$75,000* (e.g. other TPD injuries)

Accidental Dental Injury (also for dependent partners & children)

- \$500* per lost front tooth (\$350* for other teeth)
- \$175* per chipped tooth, lost filling

Other Benefits

- Funeral Expenses - up to \$5000 funeral expenses
- Emergency home help – up to \$250 per week (up to 26 weeks)
- Domestic duties assistance - up to \$200 per week (up to 10 weeks)
- Chauffeur plan (taxi or other) - up to \$1000 per month (up to months)

The above is only a summary of the benefits that are provided under the *Protect Income Protection* insurance provided by the Company. The full details of the benefits and exclusions are contained in the PDS and schedules available on request by the employee from Protect or ATC Insurance Solutions.

SCHEDULE G - APPRENTICE SUPERVISION POLICY

Levels of supervision

Apprentices need varying levels of supervision as they acquire skills and gain confidence.

This supervision falls into three categories: direct, general and broad.

Apprentices begin learning a particular skill under direct supervision. When they achieve competence in a skill, they move to general supervision for that skill.

These decisions should be made in consultation with the apprentice. It is important that an apprentice is able to voice their confidence or uncertainty in regard to their abilities and different aspects of electrical work.

Direct supervision

Direct supervision is one-on-one supervision.

This is essential for every new apprentice and must be maintained during the training of a particular skill, until the apprentice has demonstrated their competence in that skill.

The supervisor shall provide specific and constant guidance to the apprentice, closely liaising and monitoring the apprentice, and continually reviewing the work practices and the standard of their work.

The supervisor shall:

- remain on the same work site as the apprentice.
- provide instruction and guidance to the apprentice, and directly observe all aspects of the apprentice's work to ensure work is performed safely and correctly.
- be readily available and able to communicate directly with the apprentice at all times;
- remain within audible range (earshot) of the apprentice.

General supervision

General supervision is a stage that an apprentice enters as they gain skills that allow them to function more independently. The apprentice will move from direct supervision to general supervision only in the skills where they have demonstrated competence.

As part of general supervision, the supervisor shall provide the apprentice with instruction and direction for the tasks to be performed, with progressive checks and relevant testing to be carried out while the work is being undertaken.

The supervisor shall:

- remain on the same work site as the apprentice;
- provide instruction and guidance, and observe all aspects of the apprentice's work to ensure work is performed safely and correctly;
- be readily available to communicate directly with the apprentice when required;
- be readily available in the immediate work area.

Broad supervision

The apprentice at this level of supervision must be able to demonstrate electrical knowledge and skills relevant to the task. The apprentice will not require constant guidance from the supervisor whilst performing familiar tasks. The supervisor shall consult with the apprentice regarding the tasks being undertaken and provide instruction and direction as required.

The supervisor shall provide periodic face to-face contact throughout the day, or work cycle, to check that the apprentice's work complies with technical and safety requirements.

Conditions for carrying out isolation procedures

In all cases, the supervisor shall be responsible for carrying out isolation procedures, confirmation of isolation, compliance testing and commissioning/energisation.

Apprentices should have the opportunity to carry out these tasks in the final stages of their apprenticeship, but only under direct supervision and under the conditions below.

- A 3rd stage apprentice may carry out basic (not live) fault finding under direct supervision.
- A 4th stage apprentice may carry out basic (not live) fault finding under general supervision only if they have been deemed competent to do so. A 4th stage apprentice may carry out advanced fault finding and confirmation of isolation under direct supervision.

Ratio of supervisors to apprentices

An Employer of electrical workers should ensure that the ratio of supervisors to apprentices is 1:2 under direct supervision and 1:4 under general supervision.

- One supervisor is to supervise no more than two apprentices under direct supervision at any one time.
- One supervisor is to supervise no more than four apprentices under general supervision at any one time.

Level of guidance

The level of guidance required for an apprentice is expected to gradually diminish from direct supervision through to general instruction to a broad direction over the stages of the apprenticeship, as competency is attained and demonstrated by the apprentice. The level of competency directly relates to the type of work being carried out.

For example; a 4th stage apprentice, who generally works on domestic installations, would not necessarily be competent to work at the same level on a construction site, or a large industrial site, and may require additional direct supervision on the requirements when introduced to these unfamiliar work sites.

Apprentice competency

Criteria essential to assessing an apprentice to be competent in a task includes:

- awareness of safety requirements;

- performing the job to an appropriate technical standard;
- understanding workplace policies and procedures;
- dealing with everyday problems that may occur;
- understand why a task is performed in a certain way or sequence;
- being able to apply skills consistently.

Elements of effective supervision

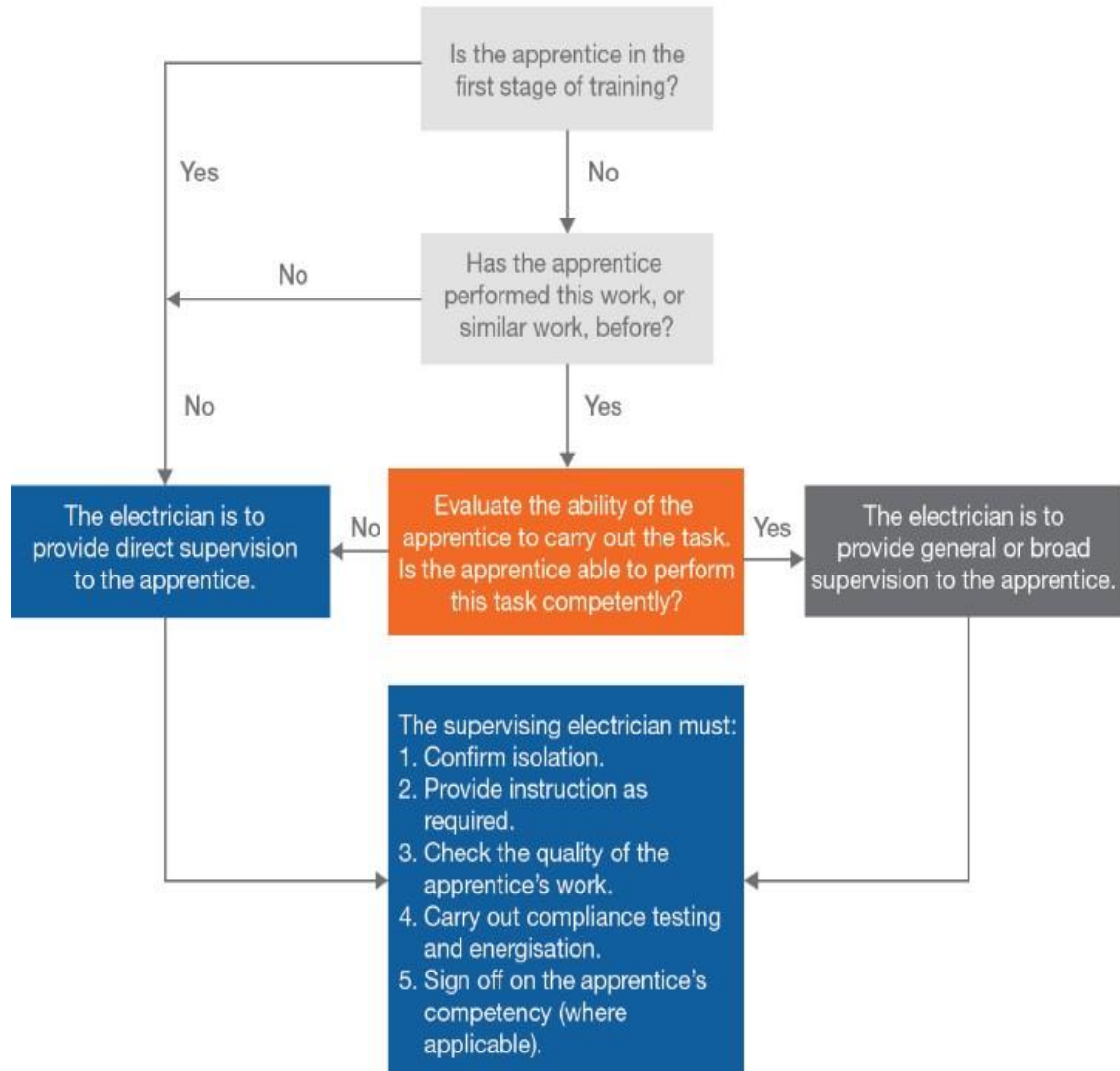
An effective workplace supervisor:

- provides a safe and supportive workplace;
- trains the apprentice in safe work practices;
- provides technical training;
- acts as a positive role model;
- manages the apprentice's training needs;
- helps the apprentice develop problem solving skills;
- provides regular feedback and encouragement; and
- discusses and develops on-the-job training with the apprentice.

General guidance: supervision levels

Type of work	Apprentice training stages	Minimal level of supervision
New electrical installations (not connected to supply) Cable tray installation Rough in light and power	1 st 2 nd 3 rd 4 th or final	Direct Direct/ General General/Broad Broad
Maintenance, alterations and additions to existing electrical installations Sub-mains and main installation	1st 2nd 3rd 4th or final	Direct Direct/ General General Broad
Workshop assembly and maintenance of electrical equipment	1st 2nd 3rd 4th or final	Direct Direct/ General General/Broad Broad
Distribution and main switchboard installation	1st 2nd 3rd 4th or final	Direct Direct Direct/General General/Broad
Electrical isolation of installation and equipment	1st 2nd 3rd 4th or final	Direct Direct Direct Direct
Testing	1st 2nd 3rd 4th or final	Direct Direct Direct Direct
Fault finding	3rd 4th or final	Direct Direct
Live work	Work on or near any live/energised electrical installation or equipment is not permitted. Testing to confirm isolation and fault-finding are exceptions and must be under direct supervision. Refer to above section and AS/ NZS 4836.	

General guidance: supervision levels



The Work Health and Safety Act 2012 places a duty of care on Employers to provide such supervision to employees as necessary to enable the employees to perform their work in a manner that is safe and without risks to health. The use of the above requirements in no way removes or limits the Company's duty of care under Work Health and Safety legislation in providing a safe workplace.

SCHEDULE H - DISCRIMINATION & SEXUAL HARASSMENT

The aim of the Company is to provide a work environment free from all types of discrimination and sexual harassment for all Employees fully supporting the Sex Discrimination Act 1984 and the South Australian Equal Opportunity Act 1984.

The Company fully complies with all applicable requirements of the federal and state legislation on discrimination, including, but not limited to discrimination on the grounds of religion, national origin, marital status, gender, disability or age.

There is an expressed commitment by the Company to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

Sexual harassment is unacceptable behaviour, which is not asked for and can take many forms, obvious or subtle, direct or indirect. It can include, but is not limited to display of sexually suggestive, offensive degrading material, computer screen savers and e-mail, sexually suggestive looks and comments, wolf whistling or physical contact and indecent assault.

Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those involved. Ultimately, the responsibility for discrimination and sexual harassment matters lies with senior management of the Company.

The Company will make a genuine effort to give opportunities in employment where possible to Aboriginal or Torres Strait Islanders