

**P.H.E. Pty Ltd**  
**Enterprise Agreement**  
**2024**

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**Date** 07/06/2024

**Parties**

**P.H.E. Pty Ltd** ABN 50 010 827 675 of 97 Warry Street, Fortitude Valley, QLD 4006  
**(Employer)** The employees referred to in clause 1(c) of this Agreement **(Employees)**

The parties agree.

## 1. Enterprise Agreement

- (a) This is an enterprise agreement as provided by the Fair Work Act.
- (b) This Agreement will be known as the *P.H.E. Pty Ltd Enterprise Agreement 2024*.
- (c) Subject to clause 5, this Agreement covers the following parties:
  - i. the Employer; and
  - ii. All employees of the Employer engaged in Australia in any of the classifications specified in Schedule 'A'.
- (d) This agreement excludes employees of the company who are engaged at the Visy Operations and are covered by the PHE Pty Ltd – Visy Tumut Electrical and Instrumentation Single Enterprise Agreement 2022, PHE Mining Enterprise Agreement 2023, PHE Power and Infrastructure Enterprise Agreement 2023.

## 2. Key Objectives

This Agreement has been jointly developed by the Employer and its employees so as to produce a continuous improvement environment aimed directly at improving the competitiveness of the Employer within the marketplace, thus delivering projects on time and within budget along with job satisfaction and job security for employees.

The primary objective of the Employer is to provide safe, efficient, and highly productive labour and services to its clients. The performance of every employee is critical to achieving the Employer's objectives and the employee agrees to actively co-operate with management and supervisors to achieve high levels of safety, productivity, and cost-efficient operations.

## 3. Definitions and interpretation

In this Agreement:

**Agreement** means this enterprise agreement, the *P.H.E. Pty Ltd Enterprise Agreement 2024*, and any variations to it.

**Commencement Date** means the date this Agreement commences operation in accordance with clause 4(a) of this Agreement.

**Consumer Price Index** or **CPI** means the weighted average of eight capital cities, all groups, year on year figure released by the Australian Bureau of Statistics.

**Distant Work** means work in respect of which the Employer requires the Employee

to sleep at a place other than their usual place of residence.

**Employees** means the employees referred to in clause 1(c)ii of this Agreement (and **Employee** has a corresponding meaning).

**Employer** means P.H.E. Pty Ltd.

**Fair Work Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.

**Fixed Term Employee** is an Employee engaged by the Employer for a specific period or specific task such that their employment will end:

- a) at the completion of the specific period or specific task (as applicable) unless terminated earlier in accordance with clause 31; or
- b) by, or on, a certain date in the form of a maximum or fixed term agreement.

**FWC** means the Fair Work Commission.

**IFA** means an individual flexibility arrangement made in accordance with clause 36 of this Agreement.

**Immediate Family** means:

- a) the spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of an Employee; or
- b) the child, parent, grandparent, grandchild or sibling of the spouse or de facto partner of an Employee.

**Industrial Instrument** includes but is not limited to a transitional instrument as defined by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth), Modern Awards and enterprise agreements.

**Jury Service Pay** means an amount paid in relation to jury service under a law of the Commonwealth, a State or Territory, other than an amount that is, or is in the nature of, an expense related allowance.

**Modern Award** has the meaning given to it by the Fair Work Act.

**NES** means the National Employment Standards as set out in the Fair Work Act.

**Ordinary Hours of Work** means the 38 hours ordinarily worked by a full time employee, on average, per week and pro rata for part time employees.

**Permanent Employees** means Employees who are employed by the Employer on a full time or part time basis (including Shift Workers).

**Public Holiday** has the meaning given to it by the Fair Work Act.

**Redundancy** occurs where the Employer decides that the job that an Employee has been performing is no longer required to be done by anyone except where this is due

to the ordinary and customary turnover of labour (Redundant has a corresponding meaning).

**Severance Pay** means the severance pay as set out in clause 30.2.

**Shift Work** For the purposes of the NESS shift work is when work by one or more employees is continued by one or more other employees and is:

- (a) rostered on a 24-hour, 7 day per week basis: and
- (b) is regularly rostered to fall on Sundays and Public Holidays.

**Superannuation Guarantee Legislation** means the Superannuation Guarantee Charge Act 1992 (Cth) and the Superannuation Guarantee (Administration) Act 1992 (Cth), each as amended from time to time.

**Weeks' Pay** means the rate of pay payable to the Employee for working their Ordinary Hours of Work per week Monday to Friday, excluding:

- (a) incentive based payments and bonuses;
- (b) loadings
- (c) overtime or penalty rates.
- (d) Monetary allowances.

#### **4. Duration of this Agreement**

- (a) This Agreement will commence operating seven days after it is approved by the FWC.
- (b) The nominal expiry date of this Agreement is four years after the day on which the FWC approves it.
- (c) This Agreement will continue to operate from the Commencement Date until it is either replaced by a new enterprise agreement or terminated in accordance with the Fair Work Act.

#### **5. Interaction between Agreement and Industrial Instruments**

- (a) This Agreement operates to the exclusion of, and overrides, any Industrial Instrument that would otherwise apply to the Employer and the Employees including the *Electrical, Electronic and Communications Contracting Award 2020*.
- (b) Where site specific agreements are applicable and have been formally approved by the Fair Work Commission the site-specific agreement conditions may apply in lieu of those contained in this agreement provided no employee is disadvantaged compared to the overall terms of this agreement.
- (c) It is recognized that Commonwealth State and Territory Governments may impose requirements on the content of enterprise agreements in order for the Employer to be eligible for future government funded electrical works. It is essential that this agreement is compliant with any such requirements in order for the Employer to remain eligible to tender for future works. If any new requirements are promulgated which impact on the content of this Agreement this clause will be applied.

- (d) To avoid doubt, this Agreement shall not apply to employees of the Company who are engaged to work at the Visy operations within the classifications contained in the PHE Pty Ltd – Visy Tumut Electrical and Instrumentation Single Enterprise Agreement 2022 PHE Mining Enterprise Agreement 2023 PHE Power and Infrastructure Enterprise Agreement 2023 and those employees permanently appointed to management, administrative, clerical and /or contract and consultancy positions at any site.
- (e) This agreement will be read and interpreted in conjunction with the national employment standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES will apply to the extent of the inconsistency.

## **6. Conditions of employment**

It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that all employees:

- (a) Properly use and maintain all appropriate protective clothing and tools and equipment supplied by the Employer for specified circumstances; and
- (b) Use any technology and perform any duties that are within the limits of the employee's skill, competence, training, and classification level; and
- (c) 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 Employer, together with the performance, efforts, skills, and abilities of the employee which will be the determining factors regarding the retrenchment of employees.
- (d) Maintain commitment to, and comply with the Employer's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
- (e) Provide and maintain an adequate kit of tools in accordance with the agreement's requirements; and
- (f) 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.
- (g) Be committed to the objectives in Clause 2 of this Agreement.

## **7. Location**

- (a) The Employees will be required to perform their duties at any location reasonably directed by the Employer from time to time.
- (b) Employees will be informed of the location of their employment prior to, or on the commencement of their employment.
- (c) There may be times when an Employee is required to undertake reasonable travel including interstate in order to complete their duties. Employees must not refuse a reasonable request to travel.
- (d) The mode of travel that the Employee is to take for any travel required under clause (c) will be in accordance with the Employer's policies on work related travel, or as determined by the Employer from time to time.

- (e) If an Employee is required to perform their duties at a location other than that referred to in clause 7(a), this Agreement will continue to apply to the Employee's employment.

## **8. Probationary employment**

An Employee on the commencement of their employment will be subject to a probationary period of six months.

Upon review, the employer may extend the probation period for up to an additional six months.

## **9. Classifications**

- (a) Employees will be employed in one of the classifications set out in Schedule 'A' of this Agreement.
- (b) Employees will be informed of the classification in which they are employed at the commencement of their employment, and this will be recorded in the Employer's records.

## **10. Pre-existing injury disclosure**

- (a) Each new Employee must disclose to the Employer any pre-existing injury or disease which may affect the Employee's ability to carry out the duties of the position in which they are employed, or which may be exacerbated by the nature of the work that the Employee will be performing. In any case a pre-employment medical may be required.
- (b) An Employee who fails to disclose or makes a false or misleading disclosure with regard to any pre-existing injury or disease from which they suffer or have suffered that could be affected by the nature of their employment with the Employer, may not be entitled to compensation under applicable workers' compensation legislation. This will include any compensation in relation to any recurrence, aggravation, acceleration, exacerbation or deterioration of the pre-existing injury or disease arising out of, or in the course of or due to the nature of the Employee's employment with the Employer.

## **11. Training**

- (a) The Employer acknowledges the importance of providing its Employees with the necessary skills and training in order to perform their position to the best of their ability.
- (b) Training will be conducted under the supervision and control of site managers at the Employee's site.
- (c) Employees may be directed by the Company to attend training or further education during working hours and/or outside of working hours and/or in addition to working hours. However where possible all inductions and regular training will be conducted in company time for PHE employees



- (d) Where the Company directs Employees to attend training or further education, Employees will attend such training or further education either during working time or in addition to their 38 ordinary hour week. The Company will pay all the costs of this training or further education and pay Employees at their basis periodic hourly rate of pay for their time spent in attendance.
- (e) Where the Company does not direct an Employee to attend training or further education, the decision to pay the Employee for attendance at such training or further education, is at the sole discretion of the Company.

## **12. Apprentices**

- (a) Where an Employee requests the Company to pay course fees for training or further education which the Company considers is not relevant to its needs, the Company may still agree to pay the course fees for such training or further education, however the Employee shall attend the training or further education outside of normal working hours and the Employee will not be paid any wages or other monies by the Company for their attendance at such training or further education.
- (b) The Company shall only be required to pay for courses that are satisfactorily completed. (e.g. where an Employee fails a TAFE unit, he/she will not be reimbursed by the Company for the cost of the failed unit). Employees engaged on apprenticeships or traineeships are engaged as fixed term Employees for the duration of those apprenticeships or traineeships. During that time, they are entitled to all the benefits of full time employment, except redundancy benefits contained in this Agreement.
- (c) Notwithstanding any provisions of this Agreement, should the Apprenticeship or Trainee Training Agreement and/or Training Contract be cancelled, either by expiry or for other reason, the Employee will also be terminated.
- (d) Training for the Apprentice or Trainee shall be in accordance with the Employee's applicable apprentice training schedule.
- (e) Apprentices attending technical colleges, schools, registered training organisations or TAFE and presenting reports of satisfactory progress must be reimbursed by the employer all fees paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a government.
- (f) Where an Apprentice or Trainee absents himself or herself from work on unauthorized leave, the period of the Apprenticeship or Traineeship shall be extended by such period of unauthorized leave.
- (g) In the event that the parties are in dispute over any matter relating to an Apprentice or Trainee, the parties agree to raise the matter with each other in the first instance. If the parties are unable to resolve the matter, it is agreed that the matter will be referred to the relevant Department of Education and Training for assistance.

## **13. School Based Apprentices**

- (a) A school-based apprentice is a person who is undertaking an apprenticeship while also undertaking a course of secondary education.

- (b) A school-based apprentice must be paid a 25% loading in addition to a first-year apprentices hourly wage rate, for actual hours worked each week on-the-job, in compensation for the time spent in off-the-job training.
- (c) A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- (d) For the purposes of this Agreement, off-the-job training is structured training delivered by a Registered Training Organisation (RTO) separate from normal work duties or general supervised practice undertaken on the job.
- (e) If an apprentice converts from school-based to full-time, all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- (f) School-based apprentices are entitled to pro rata all of the other conditions in this agreement.

## **14. Remuneration**

### **14.1. Employee Engagement**

A full-time employee is one engaged to work up to an average 38 hours per week plus overtime hours.

A part-time employee is an employee engaged on a regular basis to work less than 38 hours per week but may from time to time work 38 hours per week plus overtime hours. A part-time employee is entitled to all the benefits of this agreement on a pro rata basis of 1/38th of the full-time entitlement for each hour worked. A part time employee is entitled to overtime for hours worked outside of their regular hours of work.

A casual employee is one who is engaged and paid as such. A casual employee shall receive a 25% casual loading in addition to their basic periodic hourly rate of pay given that a casual employee shall have no entitlement to paid personal/career's leave, payment for public holidays not worked or annual leave. In order for a casual employee to qualify for unpaid parental leave, they must be an eligible casual employee in accordance with Section 264 of the Act.

A Fixed Term Employee is an employee engaged for a specific period, task, or project. Such employees shall be advised of their fixed period of engagement upon commencement of employment.

Given the nature of some projects it will be available for the employer to pay a loaded or 'all-inclusive single rate that compensates for the hourly rate, allowances (including leave loading) and any projected overtime or penalty rates incurred over a projected roster cycle(s). Any agreement made pursuant to this clause will be recorded in writing and subject to a 'better off overall test' (BOOT) at the time it is entered into and at the anniversary of entering into a loaded rate. In the event that the loaded rate falls below the terms and conditions payable to the employee under this agreement, the Employer will provide a "top-up payment" to the employee to meet the terms and conditions of this agreement.

### **14.2. Wage increases**

- (a) The wage rates are set out in Schedule 'B'.

- (b) Upon lodgement of this Agreement, the wage rates as set out in Schedule 'B' shall form the basic periodic hourly rates of pay under this Agreement. Wage increases during the normal term of this agreement shall be the Consumer Price Index amount capped at 3% in July 2024, the Consumer Price Index amount capped at 3% in July 2025, and the Consumer Price Index amount capped at 3% in July 2026 and are payable on and from the first full pay period in July but only during its nominal term.
- (c) All employees will be issued with a specific grading as listed in Schedule 'A' and 'B' in writing upon commencement of this agreement; the grading specified by the Employer will be at the sole discretion of the Employer.
- (d) Unless otherwise set out in this agreement, the wage rates in Schedule 'B' are in compensation for all non-expense related allowances, including and not limited to tool allowance, disability allowances, special allowances, construction allowances, dirty work allowances, high places allowances, wet places allowances, hot places allowances and confined spaces allowances.
- (e) Allowances payable are identified below or in Schedule 'C'.
- (f) Wages shall be paid on a weekday nominated by the Employer. Wages due to an employee upon termination shall be paid on the normal pay day.

#### **14.3. Remuneration payments**

Remuneration payments will be paid into Employees' nominated bank accounts in accordance with the normal weekly pay cycle.

#### **14.4. Payment Offset**

Any payments or other entitlements provided to Employees in excess of the minimum requirements set out in this Agreement (if applicable) may be off set against any liability, claim or entitlement that an Employee may claim against the Employer with respect to their employment.

#### **14.5. Travel Allowance**

The Employer will provide an adequate standard of support, workplace amenities, and living conditions for Employees who are, by their work location, temporarily required to remain away from home.

Where an Employee is required to remain away from home overnight the Employer may elect to do either of the following:

- (a) The Employer may elect to pay Employees an amount, in accordance with Schedule 'C' per night in compensation for reasonable board and lodging, meals and out of pocket expenses; or
- (b) The Employer may supply reasonable board and lodging and pay each Employee, in accordance with Schedule 'C' at a minimum per night to compensate for meals and out of pocket expenses; or
- (c) The Employer may supply suitable accommodation, provide three adequate meals each night and pay each Employee, in accordance with Schedule 'C' per day for out of pocket expenses.
- (d) Employer approved standard of board and lodging - reasonable board and lodging for the purpose of this clause will mean lodging in a well-kept establishment with

adequate furnishing, good bedding, good floor coverings, good lighting and heating in a single room where available with hot and cold running water.

- (e) Where an Employee is required by the Employer to travel to any other job, site, or place of work during working hours, such an Employee shall be paid all fares necessarily incurred. No travel allowance will be paid without the prior approval of the Employer. All time spent on approved travel shall be regarded as time worked and paid at the appropriate rate.
- (f) The number of hours paid will vary due to project and location. The amount of hours paid to travel will be advised prior and paid only where the hours are considered as part of the day work requirements.
- (g) Where an employee is required to travel to Distant Work for the duration of one working day or more, such an Employee will be entitled to be paid at their ordinary rate. The number of hours paid will vary due to project and location. The amount of hours paid to travel will be advised prior.
- (h) The company will provide at its discretion annual Qantas Club membership for FIFO employees after 6 months continuous service.

#### **14.6. Project Allowance**

- (a) The parties acknowledge that some construction and maintenance shutdown projects may have specific project allowance provisions, offering an allowance, specifically in relation to that project. This allowance is in excess of the entitlements outlined in this Agreement. Where an Employee is assigned to a project with a project specific allowance, this will be paid in addition to the rates of pay, allowances, and benefits outlined in this Agreement, for the period for which the project allowance applies, but will not form part of this Agreement.
- (b) Where there is no determined Project Allowance for a site the Employer may, at its discretion, offer an allowance, specifically in relation to that project. Unless specifically listed in Schedule 'C' these benefits will be provided in addition to the rates in this Agreement and reviewed periodically to best suit the business conditions.

#### **14.7. Location Allowance**

The Employer may, at its discretion, offer additional entitlements to Employees working in locations, considered by the Employer to be remote or requiring additional compensation in order to attract and retain suitably qualified Employees. Unless specifically listed in Schedule 'C' these benefits will be provided in addition to the rates in this Agreement and reviewed periodically to best suit the business conditions.

#### **14.8. Superannuation**

The Employer will pay superannuation contributions in respect of an employee's ordinary time earnings into a complying Superannuation Fund nominated by the employee in accordance with Superannuation Guarantee Legislation.

Should an employee fail to nominate a fund, the NESS Superannuation Scheme will be used as the default fund under this Agreement.

The superannuation contribution rate shall be as required by Superannuation Guarantee Legislation.

## **14.9. Top-up worker's compensation/ Income Protection**

The Employer will take out a policy for top-up worker's compensation insurance / income protection for Employees covered by this Agreement, up to a maximum cover of \$1,000.00 per week. The provider of the policy will be at the Employer's choice.

## **15. Hours**

### **15.1. General**

Employees will be employed on one of the following bases:

- (a) full time (either ongoing or fixed term);
- (b) part time (either ongoing or fixed term); or
- (c) casual.

At the commencement of their employment, each Employee will be informed of the basis on which they are engaged, and this will be recorded in the Employer's records.

### **15.2. Ordinary Hours of Work**

- (a) Employees who are employed on a full-time basis will be required to work a maximum of 38 ordinary hours per week plus any reasonable overtime hours they are required to work from time to time to complete their duties as requested or approved by the Employee's supervisor.
- (b) Ordinary hours may be averaged over a 4-week period.
- (c) An employee may not be required to work more than 8 ordinary hours per day.
- (d) Employees who are employed on a part time basis will be required to work less than 38 hours per week plus overtime hours they are required to work from time to time to complete their duties as requested or approved by the Employee's supervisor.
- (e) On commencement of a part time Employee's employment, the Employer will inform the part time Employee of the nature of their employment, the hours per week the Employee will be required to work and, if practicable, the days on which the Employee will be required to work (part time work arrangement).
- (f) The terms of any part time work arrangement may be varied by the Employer in accordance with the Employer's operational requirements. However a part-time employee will not be required to work outside of the agreed hours unless urgent and/or unforeseen circumstances intrude. In such a case, the overtime rates will be payable.

### **15.3. Ordinary spread of hours**

The Ordinary Hours of Work required to be worked under clauses 15.2(a) or 15.2(b) are to be worked between the normal office hours of 6.00 am to 6.00 pm Monday to Friday unless the Employee performs Shift Work.

Start and finish times shall be as determined by the Employer.

- (a) Employees may be required to work up to 12 hours on any given day, Monday to Sunday subject to clause 15.3(b)

- (b) All hours worked by Employees on Saturdays, Sundays, Public Holidays and for hours in excess of 8 hours per day, Monday to Friday shall be classed as “overtime” hours and paid in accordance with the following penalty rates.

**15.4. Reasonable Overtime Hours**

- (a) Employees may be requested to work reasonable additional overtime hours beyond 38 hours per week to meet the operational requirements of the Company and the manning and productivity requirements of each job, project and/or client, provided they are given 48 hours prior notice of such work, with the exception of points 3, 4, 5 in clause 15.4(b).
- (b) It is acknowledged by Employees that the nature of the Company's operational, business and client requirements necessitate reasonable additional hours being worked by Employees as a result of:
  - (1) Client expectations and time pressures to complete jobs on time and within budget;
  - (2) Increases and decreases to work volumes and workflows;
  - (3) Breakdowns;
  - (4) Power failures;
  - (5) Emergency.

Monday-Friday:	Time and a half for the first 2 hours and double time thereafter
Saturday:	Time and a half for the first 2 hours and double time thereafter
Sunday:	Double time
Public Holidays:	Double time and a half

**15.5 Shift Work**

- (a) The following shift loadings shall be paid in addition to an Employees basic periodic hourly rate of pay for the duration of this Agreement:
  - i) Afternoon shift is defined as any shift finishing after 7.00pm and at or before midnight.
  - ii) Night shift is defined as any shift finishing after midnight and at or before 8am.
- (b) An employee whilst on afternoon shift must be paid for such shift 15% more than the employee’s ordinary rate, or night shift must be paid for such shift 30% more than the employee's ordinary rate.
- (c) An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights must be paid for such shift at time and a half for the first two hours thereof and double time thereafter.
- (d) An employee who during a period of engagement on shift, works night shift only.
  - i) remains on night shift for a longer period than four consecutive weeks; or
  - ii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working

time off night shift in each shift cycle; must, during such engagement, period, or cycle, be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

- (e) For the purposes of the Ness where a shift falls partly on a Weekend/Public Holiday, the provisions of clause 15.3 shall apply where half or more of the shift falls on the Weekend or Public Holiday. It is noted that a combination of shift and weekend penalties cannot apply to a particular shift, e.g. an 8 hour shift commencing at 9pm on a Friday and finishing at 5am on a Saturday would be considered a Saturday shift and would attract penalty payments of 2 hours at 50% and 6 hours at 100%.
- (f) Under no circumstances shall an Employee be entitled to a shift penalty under this clause and penalty rates for working reasonable additional overtime hours under Clause 15.3(a) of this Agreement at the same time, i.e. the Employee shall only be entitled to one or the other.
- (g) An Employee's weekly hours of work can consist of a mixture of both non-shift work and shift work. An Employee(s) can be required to work both non-shift work and shift work within a 24-hour period by agreement or provided that the Employee(s) has received a minimum of 24 hours' notice.
- (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 Employer and the individual Employee(s) concerned may agree for the spread of hours and/or shift system to be tailor made to suit the individual project needs with provisions drafted in lieu of the above, provided that Employees do not suffer any disadvantage.

## **15.6 Availability, Standing-By and Recall to Work**

- (a) An Employee recalled to work overtime after leaving the work premises or site shall be paid a minimum of 4 hours' work at the appropriate overtime penalty rate inclusive of weekends
- (b) An Employee on-call or standing-by for a possible recall to work shall be paid an allowance in accordance with Schedule 'C' for every full 24 hour period or part thereof that the Employee is on-call or standing-by.
- (c) Where an Employee is directed to be on-call and/or standing-by they shall:
  - i) Make themselves contactable via telephone and/or mobile telephone and/or pager (as specified by the Employer) for the whole time they are on-call or standing-by; and
  - ii) Be at all times ready, willing, and able to attend to any and all callouts they may receive or be directed by the Employer to attend.
- (d) An Employee on-call or standing-by shall at all times be ready, willing, and able to drive a motor vehicle and attend customer sites, and hence shall not be under the influence of alcohol (0%) or any other driving impairing drugs or substances, as well as be fit for work.
- (e) An Employee shall not be entitled to any payment under this section where the Employee has not complied with section 15.6(c) and 15.6(d).

## **15.7 Casual employment**

- (a) The Employer will advise casual Employees of their rostered hours.

- (b) Casual Employees will be allocated hours of work depending on the operational requirements of the Employer and are not guaranteed hours of work or ongoing employment.
- (c) A casual Employee must be engaged for a minimum of two hours on each day or shift.
- (d) Casual Employees will receive entitlements as indicated throughout this Agreement.

#### **15.8 Minimum break between work on successive days or shifts**

- (a) Employees other than shift workers
  - i) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off work between work on successive working days.
  - ii) An employee (other than a casual employee) who works so much overtime between the termination of work on one day and the commencement of work on the next day that the employee has not had at least 10 consecutive hours off work between those times must be released after completion of the overtime until the employee has had 10 consecutive hours off work without loss of pay for ordinary working time occurring during such absence.
  - iii) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off work, the employee must be paid at the relevant overtime rate until released from work for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.
- (b) Shift workers

For shift workers, the required period of consecutive hours off work is 8 hours.

#### **15.8 Rostered Days Off**

- (a) This clause Rostered Days Off only applies to specific project work where RDO's are an accepted part of the continuous project construction or maintenance roster
- (b) Employees shall be required to work a minimum of 8 hours per day, 5 days per week, of which 0.4 of an hour of each day shall accrue toward a paid day off, to be known as a rostered day off (RDO).
- (c) Employees will be able to accumulate up to 10 RDO's. Banked Rostered Days Off greater than 5 accumulated may be paid out in the weekly pay.
- (d) Employees are required to provide at least 1 weeks' notice of an intention to use accrued rostered days off.
- (e) The Company may at its discretion, require an Employee to use banked rostered days off if work is not available, in accordance with the RDO Construction Calendar or by providing 24 hours' notice to the employee.
- (f) Employees will not accrue any entitlement toward rostered days off for any day that they are absent from work for any reason.
- (g) Employees may request to cash out any accumulated Rostered Days Off (subject to clause 15.8(b)) at the Employee's basic periodic hourly rate of pay that applies at the



time such RDO hours are cashed out. Rostered Days Off will be paid at the Employee's ordinary rate upon termination of employment.

- (h) Where an Employee has not used all accumulated RDOs before the commencement of the Christmas shutdown, the remaining RDOs will be taken during the shutdown.

## **16. Meal breaks**

### **16.1 Entitlement to meal breaks**

- (a) Employees will not be required to work more than five consecutive hours without an unpaid meal break of at least 30 Minutes unless the period of work is for 5.5 Hours or less.
- (b) Meal breaks will ordinarily be taken between 12.00pm and 2.00 pm, unless the Employee is a Shift Worker. However, the taking of meal breaks is subject to the operational requirements of the Employer and the Employer will ultimately decide when meal breaks will be taken.
- (c) Meal breaks for a Shift Worker will be taken according to the roster provided to the Shift Worker by the Employer. However, the taking of meal breaks is subject to the operational requirements of the Employer and the Employer will ultimately decide when meal breaks will be taken.
- (d) Employees engaged on continuous 12 hour shifts will be entitled to 2 paid meal breaks of 30 minutes and 15 minutes totalling 45 minutes.
- (e) Meal breaks are unpaid for Casual Employees and all day workers and do not count as time worked.

## **17. Annual leave**

### **17.1. Amount of leave**

- (a) Annual leave will be paid in accordance with the NES.
- (b) Employees employed on a full-time basis are entitled to four weeks (152 hours) of annual leave for each year of service with the Employer. calculated on the basis of 2.923 hours for every completed week of service.
- (c) Annual leave shall be paid at the basic periodic hourly rate of pay applicable under this Agreement at the time that an Employee takes annual leave on the basis of 7.6 hours per day.
- (d) Employees employed on a part time basis are entitled to annual leave calculated as a pro rata amount of the full-time entitlement.
- (e) Shift Workers will be entitled to five weeks' (190 hours) annual leave for each year of service with the Employer.
- (f) Casual Employees are not entitled to annual leave.
- (g) Employees (other than Employees on loaded or 'all-inclusive single rate that compensates for the hourly rate, allowances (including leave loading) and any projected overtime or penalty rates incurred over a projected roster cycle(s)) will be entitled to 17.5% Annual Leave Loading based on the Ordinary Hours of Work.

- (h) Annual leave shall be taken at a time which is approved by the Company as being convenient having regard to overall operational and manning requirements of the Company. Employees shall be required to provide at least two weeks' notice of a request to take annual leave; however, final approval shall lie with the Company.

## **17.2. Accrual of leave**

An Employee's entitlement to annual leave accrues progressively during each year of service according to the Employee's Ordinary Hours of Work, and if not taken, accumulates from year to year.

## **17.3. Taking paid annual leave**

- (a) Annual leave may be taken by an Employee for a period agreed between the Employee and the Employer, giving a minimum two weeks' notice for the request.
- (b) The Employer may require an Employee to take a period of annual leave if the Employer shuts down the part of the business in which the Employee works for any reason, for example the Christmas/New Year period and, or during a notice period. If the Employee does not have credited annual leave to cover the shutdown period, the Employee may be required to take unpaid leave.
- (c) The Employer may direct an employee to take annual leave where the employee's accrued entitlement has exceeded eight weeks. Such direction shall only apply to a maximum of one quarter of the leave credits owing the employee.
- (a) Where an Employee has more than 8 weeks annual leave entitlement accrued to them, the Company may direct the Employee to take annual leave by providing a minimum four weeks' notice to the Employee. Such direction shall only apply to a maximum of one quarter of the leave credits owing to the Employee.
- (b) 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.
- (c) On termination of employment, the value of any accrued but untaken annual leave shall be paid out.

## **17.4. Cashing out of annual leave**

- (a) An Employee can cash out a period of annual leave provided that:
- (b) the Employee and the Employer agree in writing to the \ cashing out of the period of annual leave; and
- (c) after cashing out the period of annual leave the Employee has a minimum balance of 4 weeks 'annual leave remaining.

If an Employee cashes out annual leave in accordance with clause 17.4 the Employee will receive the amount of pay they would have received had they taken the period of annual leave cashed out.

## **18. Personal/carer's leave**

### **18.1. Entitlement to paid personal/carer's leave**

- (a) Paid personal/carer's leave will be paid in accordance with the NES.
- (b) Full time or part time Employees are entitled to paid personal/carer's leave in the event of the Employee's illness or injury, or to provide care or support to a member

of the Employee's immediate family or household in the event of their illness or injury or in case of an unexpected emergency affecting them.

- (c) If an Employee is employed on a full-time basis, the Employee will be entitled to 10 days of paid (76 hours) personal/carer's leave for each year of service with the Employer.
- (d) If an Employee is employed on a part time basis, the Employee will be entitled to paid personal/carer's leave calculated as a pro rata amount of the full-time entitlement.
- (e) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service at the rate of 1.4615 hours for every completed week of service according to the Employee's Ordinary Hours of Work, and if not taken, accumulates from year to year.
- (f) Rostered workers are entitled to paid personal/carer's leave for every rostered day on at 8 hours the ordinary single time rate.
- (i) Casual Employees are not entitled to paid personal/carer's leave.

## **18.2. Unpaid carer's leave**

- (a) Full time or part time Employees who have exhausted their entitlement to paid personal/carer's leave, and casual Employees, will be entitled to two days of unpaid carer's leave for each occasion when a member of the Employee's Immediate Family, or a member of the Employee's household, requires care or support because of illness or injury or in case of an unexpected emergency affecting them.
- (b) The two days' unpaid carer's leave does not need to be taken consecutively.

## **18.3. Notice**

- (a) If an Employee needs to take (or needed to take) personal/carer's leave (paid or unpaid) in accordance with this clause, the Employee must notify the Employer as soon as practicable.
- (b) The Employer may require that an Employee submit a medical certificate or statutory declaration for any personal/carer's leave that the Employee takes (paid or unpaid), in accordance with the Fair Work Act.
- (c) An Employee will be required to submit a medical certificate for any personal/carer's leave (paid or unpaid) that the Employee takes where:
  - i) the Employee has taken two or more consecutive days of personal/carer's leave; or
  - ii) the personal/carer's leave is taken on the day before or after a Public Holiday.

## **19. Compassionate leave**

### **19.1. Entitlement to compassionate leave**

- (a) Employees are entitled to compassionate leave in accordance with the NES.
- (b) An Employee is entitled to two days' compassionate leave per occasion when a member of the Employee's Immediate Family, or a member of the Employee's household:

- i) contracts or develops an illness or sustains an injury that poses a serious threat to their life; or
  - ii) dies, provided that the Employee provides any evidence that the Employer reasonably requires of the illness, injury or death.
- (c) A full time or part time Employee is also entitled to 2 days of paid Compassionate Leave when the Employee or the Employee's spouse or de factor partner has a miscarriage.
  - (d) The two days' compassionate leave does not need to be taken consecutively.
  - (e) Compassionate leave taken by casual Employees is unpaid.

## **20. Parental leave**

An Employee is eligible for parental leave (maternity, paternity, or adoption leave) in accordance with the NES.

## **21. Long service leave**

- (a) Employees will be entitled to Long Service Leave in accordance with the applicable state legislation.
- (b) Where an employee is registered for portable long service leave under the provisions of the relevant State portable long service leave legislation, the provisions of that legislation shall apply in place of 21(a).

## **22. Other Leave**

### **22.1. Entitlement to jury service leave**

- (a) Employees are entitled to attend for jury service in accordance with the NES.
- (b) Employees must inform the Employer as soon as practicable if they are selected for jury service, together with the expected length of their absence.
- (c) An Employee who has given notice of an absence under clause 22.1(b) must, if required by the Employer, give the Employer evidence that the absence is because the Employee has been or will be engaging in jury service.
- (d) If required by the Employer, an Employee who has given notice of an absence under clause 22.1(b) must provide the Employer with reasonable evidence of the steps the Employee has taken to obtain any amount of Jury Service Pay to which the Employee is entitled and the total amount of Jury Service Pay that has been paid, or is payable, to the Employee for the period of jury service.

### **22.2. Payment to Employees on jury service**

- (a) Upon production of appropriate evidence, the Employer will pay the Employee the difference between the Employee's ordinary rate of pay and the amount of Jury Service Pay the Employee receives.
- (b) An Employee will only be entitled to payment under this clause for the first 10 days of their absence on jury service subject to a more beneficial entitlement under applicable legislation in the State in which the Employee is employed.

(c) Casual Employees are not entitled to payment for jury service.

### **22.3. Community Service Leave**

Employees other than Casuals shall be entitled to Community Service Leave in accordance with the Act.

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

- (a) Employees including Casuals employees are entitled to family and domestic violence leave in accordance with the NES.
- (b) Employees must give notice of the taking of such leave and provide reason leave is taken for the purpose specified.

### **22.5. Other Leave**

All other leave will be provided in accordance with the NES.

## **23. Public Holidays**

- (a) Full time and part time Employees are entitled to all Public Holidays as proclaimed in the state in which they are working without loss of pay that fall on a day on which the Employees would normally be required to work.
- (b) However, the Employer may request an Employee to work on a Public Holiday if the request is reasonable.
- (c) Casual employees shall have no entitlement to payment for public holidays they do not work.
- (d) Employees on continuous rosters may be required to work Public Holidays as part of their normal roster subject to section 114 of the Act.
- (e) Other than where an Employee is rostered off to take a period of annual leave, an employee not rostered on to work on a Public Holiday will not be entitled to payment.

## **24. Driver's License**

It is a condition of employment that every employee will hold a current driver's license. In the event that the employee is disqualified from driving, that employee must immediately notify the employer of that disqualification. Under circumstances where arrangements cannot be made to transport that employee to and from a work site the employee may be suspended without pay for the duration of the disqualification or the employer may consider that the employment contract has become frustrated.

## **25. Mobile Phones**

- (a) Subject to other express individual authorization by the Employer, personal mobile telephones are to be switched off during normal working time and are only be used during paid and unpaid breaks.
- (b) Personal calls are not to be received or made on Employer mobile telephones during working time unless prior express individual written authorization from the Employer is first obtained. The use of Employer Mobile Phones must be in accordance with the Employer Mobile Phone Policy and client site requirements.

- (c) An employee (s) agrees to reimburse the Employer for any personal calls made by the employee (s) on an Employer mobile telephone (s). An employee(s) authorizes the Employer to deduct from any wages or entitlements payable or owing to the employee(s) any cost incurred by the employee on Employer mobile telephone (s) as a result of the employee making personal calls. Any deduction made by the Employer will be in compliance with the requirements of the NES and Fair Work Act.
- (d) An Employee that is provided with an Employer phone is required to assist the Employer with any declarations and documentation relating to FBT and taxation.

## **26. Protective clothing**

- (a) The Employer is responsible for the provision of any and all necessary protective clothing, footwear, and safety equipment to permit Employees to safely perform their duties. The Employee must use all the provided clothing, and safety equipment when performing their duties. The Employee is responsible for the proper care and maintenance of all PPE provided. Damaged PPE must not be used. The Employee must immediately report any damaged or lost PPE to the Employer.
- (b) Any protective clothing remains the property of the Employer and upon request will be returned to the Employer on the cessation of employment.

## **27. Stand Down**

### **27.1. General**

- (a) The Employer may, under section 524(1) of the Fair Work Act, stand down an Employee without pay during a period in which the Employee cannot be usefully employed because of one of the following circumstances:
  - iii) industrial action (other than industrial action organized or engaged in by the Employer).
  - ii) a breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown; or
  - iv) a stoppage for work for any cause for which the Employer cannot reasonably be held responsible.
- (b) A stand down under section 524(1) of the Fair Work Act will not break the continuity of employment of the Employee for the purpose of calculating any entitlements.

### **27.2. Inclement Weather**

- (a) In the event of inclement weather affecting a workplace or worksite, work will continue until the particular work in hand can no longer be done safely and efficiently.
- (b) Inclement weather under this clause includes weather conditions such as heat, cold, rain, strong wind, and other abnormal weather conditions.
- (c) Whilst there is inclement weather, employees will be required to:
  - v) Continue to work or relocate to alternative work (including undercover work on site).
  - ii) Obtain materials and services for employees working undercover where there is only minimal exposure to inclement weather.

- vi) When required, perform emergency and safety work. In addition, work on unexpected breakdowns which can be corrected in limited time duration.
- (d) Should only a portion of the site/project or workplace be affected by inclement weather, all other employees not so affected shall continue working, regardless that some employees may be entitled to cease work due to inclement weather.
- (e) If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites/places.
- (f) Where the above steps are not possible, affected employees may be required to attend toolbox meetings, work planning sessions or skills development activities.

## **28. Termination**

### **28.1. Notice of termination**

#### **(a) Employees**

Either the Employer or a full time or part time Employee may terminate the employment of that Employee by giving notice in accordance with the table set out below. Notice of termination must be in writing.

<b>Period of service</b>	<b>Period of notice</b>
Not more than one year	one week
More than one year but not more than three years	two weeks
More than three years but not more than five years	three weeks
More than five years	four weeks

If termination is at the initiative of the Employer, and the Employee is over 45 years old and has completed at least two years of continuous service with the Employer, that Employee will be entitled to a further one week's notice.

#### **(b) Casual Employees**

Either the Employer or a casual Employee may terminate the employment of that casual Employee on one day's notice.

#### **(c) Fixed Term Employees**

If a Fixed Term Employee is given notice of termination under clause 31.1(a), the notice will not extend beyond the expiration of the Employee's employment.

### **28.2. Alternatives to working out the notice period**

The Employer at its sole discretion may elect to do any combination of the following with regard to all or part of the notice given under clause 31.1:

- (a) make a payment in lieu of notice (or any part of notice);
- (b) require the relevant Employee to take annual leave during the notice period in accordance with clause 17.3(b);

- (c) require the relevant Employee to undertake any alternative duties and responsibilities that may be required by the Employer, including undertaking no duties, during the notice period; or
- (d) require the relevant Employee to attend work and provide all reasonable assistance in the handover of duties, files, and the like for which the Employee was responsible, and/or provide assistance in the training of the Employee's replacement.

### **28.3. Time off during the notice period**

Where the Employer has given notice of termination to an Employee, the Employee will be allowed time off, up to the equivalent of one day, without loss of pay for the purpose of seeking other employment. The time off must be taken at times that are convenient to the Employee after consultation with the Employer.

### **28.4. Serious misconduct and summary dismissal**

Despite the above, the Employer reserves the right to dismiss an Employee summarily in the event of the Employee's serious misconduct or for any other reason that enables summary dismissal at law.

### **28.5. Withholding money due to an Employee**

On termination, the Employer reserves the right to withhold any money due to the relevant Employee in the following circumstances:

- (a) if the Employee fails to give the amount of notice required in clause 31.1, the Employer may withhold an amount equivalent to one week's wages (38 hours) from the amount the Employee would have been paid by the Employer had the Employee worked out the required notice period
- (b) if the Employee owes money to the Employer, the Employer may withhold an amount up to the equivalent of the amount the Employee owes to the Employer.
- (c) Where the Company pays the course fees for training or further education and an Employee resigns from or abandons their employment, the Company may deduct the costs of training or further education incurred in the period six months prior to the resignation.
- (d) Where the Employee incurs any traffic infringement the Employee will be responsible for the payment of any fines
- (e) Where the Employee is the recipient of an overpayment of wages paid to the Employee in error.
- (f) Upon written notification of an amount owing by an Employee to the Company the parties agree to a reasonable payback period, which shall be confirmed in writing. Where the parties cannot agree on a repayment schedule, the Employee shall be required to make minimum weekly instalments of \$120.00.

### **28.6. Return of property**

On termination of employment, the relevant Employee must return all property of the Employer in the Employee's possession, including but not limited to uniforms, protective clothing, logbooks, manuals, client and supplier lists, policies, notebooks, computers,



mobile phones, facilities for storing computer data, documents, work diaries, keys, and modes of access and must comply with their ongoing confidentiality obligations.

## 29. Abandonment of Employment

- (a) Notwithstanding any other provision of this Agreement, the absence of an employee from work for a continuous period exceeding three working days without the consent of the Employer and without notification to the Employer shall be prima facie evidence that the employee has abandoned his/her employment.
- (b) Provided that if within a period of 14 days from his/her last attendance at work or the date of his/her absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Employer that he/she was absent for reasonable cause he/she shall be deemed to have abandoned his/her employment.
- (c) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Employer, whichever is the later. Subject to the NES, no period of notice will apply in the event of abandonment of employment and any deductions made by the Employer will be in compliance with the requirements of the NES and Fair Work Act.

## 30. Redundancy

### 30.1. Termination for redundancy

- (a) The Employer will pay Severance Pay where an Employee's employment is terminated by the Employer in circumstances where the Employee's position has been made Redundant due to operation requirements.
- (b) The provisions of this clause 30.1 do not apply:
  - i) where an employee's employment is terminated for a reason other than redundancy.
  - ii) to Fixed Term Employees.
  - iii) to casual Employees; and
  - iv) to any Employee required to relocate in accordance with clause 7 of this Agreement.

### 30.2. Severance Pay

An Employee whose employment is terminated by reason of Redundancy is entitled to the following amount of Severance Pay in respect of their continuous period of service as set out in the NES:

Period of continuous service	Severance pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 Weeks' pay
At least 2 years but less than 3 years	6 Weeks' pay

At least 3 years but less than 4 years	7 Weeks' pay
At least 4 years but less than 5 years	8 Weeks' pay
At least 5 years but less than 6 years	10 Weeks' pay
At least 6 years but less than 7 years	11 Weeks' pay
At least 7 years but less than 8 years	13 Weeks' pay
At least 8 years but less than 9 years	14 Weeks' pay
At least 9 years but less than 10 years	16 Weeks' pay
At least 10 years	12 Weeks' pay

### 30.3. Exemption where transfer of business

Where there is a transfer of business within the meaning of the Fair Work Act and as a result an Employee is offered employment by another entity (**Other Entity**), no Severance Pay is payable by the Employer to the Employee:

- (a) where the Employee accepts employment with the Other Entity which recognises the period of employment which the Employee had with the Employer and any predecessors of the Employer and the continuity of employment of the Employee is not broken by reason of the transfer; or
- (b) where the Employee rejects an offer of employment with the Other Entity:
  - i) that is on terms and conditions substantially similar to, and considered on an overall basis no less favourable than the Employee's terms and conditions of employment with the Employer immediately before the termination of the Employee's employment with the Employer; and
  - ii) that recognises the period of employment which the Employee has had with the Employer and any predecessor of the Employer to be service of the Employee with the Other Entity.

### 30.4. Fixed Term Project Employees

Fixed Term Employees engaged on projects may have portable redundancy payments made into the MERT or an equivalent scheme and contributions are offset against the NES severance scale.

## 31. Work Health & Safety (WHS)

### 31.1. Fitness for Work

An employee may, prior to or during employment be required to attend medical, functional and drug and alcohol tests to assess fitness for work. An assessment will be arranged and paid for by the Employer in accordance with the relevant legislation and Employer fitness for work policy. The Employer may require an employee to produce evidence of fitness for work from time to time including directing an employee to undertake regular or random drug and alcohol testing.

The Employer has a zero-tolerance policy on drugs and alcohol in the workplace. Being under the influence of, or the consumption of, intoxicating liquor or drugs on the job is prohibited and any breach of this by you may lead to termination of employment. Failure to submit to a random drug and alcohol test or a positive test result is also in breach of this

policy and is grounds for summary dismissal. Similarly, possession of illicit substances (i.e. drugs) on the work project or in the accommodation provided is strictly prohibited.

On some client worksites if you are taking prescription medication, you must inform your manager or supervisor prior to the commencement of work on site. On arrival to site, you must inform your supervisor and the nominated paramedic or first aid officer of the details of your prescription medication.

### **31.2. No Smoking**

All employees are required to adhere to the Employer's No Smoking Policy, and all customer site Smoking policies when attending customer sites.

## **32. Tool Kit**

The Employer will provide job or task specific tools and equipment, and the Employee will use and maintain these tools and equipment as instructed. Hand tools and equipment required for general trade and trade assistant work will be provided by the Employee. The wage rates in Schedule 'B' are inclusive of compensation for a general tool allowance. The Employer holds no responsibility for the provision, maintenance, security, or replacement of Employee tools and equipment.

## **33. Consultation**

(a) This term applies if the Employer:

- i) 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 Employees of the enterprise; or
- ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### **Major Change**

(b) For a major change referred to in clause (a) i), the Employer must notify the relevant Employees of the decision to introduce the major change and subclauses (c) to (h) apply.

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

(d) 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 Employer of the identity of the representative;

the Employer must recognize the representative.

(e) As soon as practicable after making its decision, the Employer must:

- i) Discuss with the relevant Employees:
  - i. The introduction of the change; and
  - ii. The effect the change is likely to have on the Employees; and

- iii. Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- ii) 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.

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

- (f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (g) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses ii), iii) and v) are taken not to apply.
- (h) 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 Employer'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.

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

- (i) For a change referred to in paragraph (a)(ii):
  - i) the Employer must notify the relevant Employees of the proposed change; and
  - ii) subclauses (j) to (m) apply.
- (j) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (k) 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 Employer of the identity of the representative;

the Employer must recognise the representative.

- (l) As soon as practicable after proposing to introduce the change, the Employer 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:

- i. all relevant information about the change, including the nature of the change; and
- ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
- iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- iv. 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).

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

- (m) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

In this clause relevant Employees means the Employees who may be affected by a change referred to in subclause (a).

## **34. Flexibility term**

### **34.1. Terms of IFA**

The Employer and an Employee may agree to make an IFA to vary the effect of terms of this Agreement if:

- (a) the IFA deals with one or more of the following:
  - hourly rates
  - salary or salary package; and
  - arrangements about when work is performed.
- (b) the IFA meets the genuine needs of the Employer and the Employee; and
- (c) the IFA is genuinely agreed to by the Employer and the Employee.

### **34.2. Compliance with Fair Work Act**

The Employer must ensure that the terms of any IFA entered into under this clause:

- (a) are about matters that would be permitted matters if the arrangement were an enterprise agreement;
- (b) not include a term that would be an unlawful terms if the arrangement were an enterprise agreement; and
- (c) result in the relevant Employee being better off overall than the Employee would be if no IFA was made.

### **34.3. Requirements of an IFA**

The Employer must ensure that an IFA made with an Employee:

- (a) is in writing.
- (b) includes the name of the Employer and the Employee.

- (c) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee.
- (d) includes details of:
  - i) the terms of this Agreement that will be varied.
  - ii) how the IFA will vary the effect of the terms; and
  - iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
- (e) states the day on which the IFA commences.

#### **34.4. Copies of the IFA**

- (a) The Employer will give the relevant Employee a copy of the IFA within 14 days after it is agreed to.
- (b) A copy of the IFA will also be kept as part of the Employer's records.

#### **34.5. Termination of the IFA**

The Employer or the Employee may terminate the IFA:

- (a) by giving 28 days' written notice to the other party to the IFA; or
- (b) at any time if the Employer and the Employee agree in writing.

### **35. Dispute resolution**

- (a) In the event of a dispute about a matter arising under this Agreement or a dispute in relation to the NES (**dispute**), in the first instance the parties to the dispute (together the **disputing parties** and each a **disputing party**) must attempt to resolve the matter at the workplace level by discussions between the relevant Employee or Employees and the relevant supervisor.
- (b) If those discussions do not resolve the dispute, the disputing parties will endeavour to resolve the dispute in a timely manner by discussions between the relevant Employee or Employees and more senior levels of management as appropriate.
- (c) If the dispute cannot be resolved at the workplace level in accordance with clauses 35(a) and 35(b), a disputing party may elect to use an alternative dispute resolution process in an attempt to resolve the dispute.
- (d) The alternative dispute resolution process is to be conducted by a person agreed between the disputing parties.
- (e) If an alternative dispute resolution process is used to resolve a dispute on a matter, the disputing parties must genuinely attempt to resolve the dispute using that process.
- (f) If agreement cannot be reached between the parties regarding an alternative resolution process, either party may refer the matter to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (g) The disputing parties may be represented by a representative of their choice during the dispute resolution process.
- (h) All dispute resolution must take place at the relevant Employer site at which the disputing parties are located.
- (h) While the matter is being resolved:

- i) work must continue in accordance with this Agreement, unless the relevant Employee or Employees have a reasonable concern about an imminent risk to their health or safety; and
- ii) the relevant Employee or Employees must comply with any reasonable direction given by the Employer to perform other available work at the location set out in clause 7(a) or at another workplace.

### **36. Right to request casual conversion**

An Employee may have a right to request casual conversion in accordance with the NES.

### **37. Total agreement**

This Agreement deals comprehensively with the terms and conditions of employment of the Employees bound by it from time to time and covers all of the matters that the parties intend be the subject of enterprise bargaining.

### **38. No further claims**

The Employees will not make and/or pursue any claim or improvement in any term or condition of employment (whether or not such term or condition is covered by this Agreement) during the normal life of this Agreement.

### **39. Minimum wage increases**


The parties agree that any minimum wage increases of the FWC will be absorbed, unless the rates of pay in this Agreement fall below the applicable minimum rate.

### **40. Variation to Agreement**

The parties acknowledge that this Agreement can be varied in accordance with the Fair Work Act.

**Signing page**

**EXECUTED** as an agreement.



**SIGNED** by # [FULL NAME OF INDIVIDUAL] of # [address of individual] in his/her capacity as the authorized representative of P.H.E. Pty Ltd of 97 Warry Street, Fortitude Valley, QLD 4006 in the presence of: )

MARK HOGAN  
97 WARRY ST FORTITUDE VALLEY  
MANAGING DIRECTOR



Witness

Cassandra Sellars.

Print name of witness

20 Williams St Redcliffe

Print address of witness

**SIGNED** by # [FULL NAME] OF EMPLOYEE'S BARGAINING REPRESENTATIVE of # [address of employee representative] in his/her capacity as bargaining representative of the employees of P.H.E. Pty Ltd of in the presence of:

Cody Grody  
7911 Sharps Creek rd Adelong 2729.



Witness

MICHAEL ALLEN

Print name of witness

122 SCENIC DR, ADAMINABY, NSW, 2629

Print address of witness



## **SCHEDULE A - CLASSIFICATION STRUCTURE**

### **Classifications**

The parties acknowledge that the Employer shall be the sole determinant of an employee's classification. The following definitions apply throughout this schedule.

### **Australian Qualifications Framework (AQF) qualifications**

The Australian Qualifications Framework 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*". <http://www.aqf.edu.au/>

### **Full Time Equivalent (FTE)**

Time worked by an employee on a full-time basis.

### **Supervision**

Relates to how much intervention a person makes in terms of assisting another to do their work.

Direct Supervision - The supervising person will watch over the other closely and ensure they are undertaking their work correctly and are safe from any hazards.

General Supervision - The supervising person will intervene in the others work activities on an occasional basis to monitor how they are going.

Broad Supervision - The supervising person will not intervene in the others work. Work will only be checked on completion to ensure it has been performed correctly.

## Apprentices

<b>EA1</b>	Apprentice - 1st year	<ul style="list-style-type: none"> <li>• Under 21 years of age at time of commencing apprenticeship.</li> </ul>
<b>EA2</b>	Apprentice - 2nd year	<ul style="list-style-type: none"> <li>• Has completed more than 12 months FTE as an apprentice/trainee and</li> <li>• Has completed and been signed off, by the RTO and employer, for all the 1st year requirements of the training program.</li> </ul>
<b>EA3</b>	Apprentice - 3rd year	<ul style="list-style-type: none"> <li>• Has completed more than 24 months FTE as an apprentice/trainee and</li> <li>• Has completed and been signed off, by the RTO and employer, for all the 2nd year requirements of the training program.</li> </ul>
<b>EA4</b>	Apprentice - 4th year	<ul style="list-style-type: none"> <li>• Has completed more than 36 months FTE as an apprentice/trainee and</li> <li>• Has completed and been signed off, by the RTO and employer, for all the 3rd year requirements of the training program.</li> </ul>
<b>AA1</b>	Adult Apprentice - 1st year	<ul style="list-style-type: none"> <li>• 21 years of age or over at time of commencing apprenticeship.</li> </ul>
<b>AA2</b>	Adult Apprentice - 2nd year	<ul style="list-style-type: none"> <li>• 21 years of age or over at time of commencing apprenticeship.</li> <li>• Has completed more than 12 months FTE as an apprentice/trainee and</li> <li>• Has completed and been signed off, by the RTO and employer, for all the 1st year requirements of the training program.</li> </ul>
<b>AA3</b>	Adult Apprentice- 3rd year	<ul style="list-style-type: none"> <li>• 21 years of age or over at time of commencing apprenticeship.</li> <li>• Has completed more than 24 months FTE as an apprentice/trainee and</li> <li>• Has completed and been signed off, by the RTO and employer, for all the 2nd year requirements of the training program.</li> </ul>
<b>AA4</b>	Adult Apprentice - 4th year	<ul style="list-style-type: none"> <li>• 21 years of age or over at time of commencing apprenticeship.</li> <li>• Has completed more than 36 months FTE as an apprentice/trainee and</li> <li>• Has completed and been signed off, by the RTO and employer, for all the 3rd year requirements of the training program.</li> </ul>

## Non-Trade Qualified Employees

<b>LW1</b>	Labourer	<ul style="list-style-type: none"> <li>• Performs duties under direct supervision.</li> </ul>
<b>TA1</b>	Trades Assistant-Grade 1	<ul style="list-style-type: none"> <li>• Assistant that performs repetitive duties in a controlled environment under general supervision.</li> </ul>
<b>TA2</b>	Trades Assistant-Grade 2	<ul style="list-style-type: none"> <li>• Assistant that performs duties in an uncontrolled environment under broad supervision.</li> </ul>
<b>TA3</b>	Trades Assistant-Grade 3	<ul style="list-style-type: none"> <li>• Assistant that performs duties in an uncontrolled environment under broad supervision.</li> <li>• Has a minimum of 2 years electrical industry experience and skills and can supervise additional staff or</li> <li>• Maintains requisite licencing and competency to operate specialised company plant and equipment or</li> <li>• Holds an AQF qualification at level 4 or higher in a relevant discipline.</li> </ul>
<b>PO1</b>	Plant Operator	<ul style="list-style-type: none"> <li>• Maintains requisite licencing and competency to operate specialised company plant and equipment and</li> <li>• Employed to operate company plant and equipment on a regular basis.</li> </ul>

## Tradespeople

<b>ET1</b>	Electrical Tradesperson -Grade 1	<ul style="list-style-type: none"> <li>• Holds a trade certificate or a tradesperson's rights certificate in</li> <li>• An electrical /refrigeration / air-conditioning trade or</li> <li>• Has completed an appropriate trade course in line work or cable jointing or</li> <li>• Holds an AQF Certificate level 3 in Electro Technology or</li> <li>• Holds an AQF Certificate level 3 in Transmission Powerline or</li> <li>• Holds an AQF Certificate level 3 in ESI Distribution Powerline or</li> <li>• Has otherwise reached an equivalent standard of skills and knowledge.</li> </ul>
<b>ET2</b>	Electrical Tradesperson -Grade 2	<ul style="list-style-type: none"> <li>• Meet and maintain requirements of Electrical Tradesperson - Grade 1 and</li> <li>• Holds and maintains the requisite licence in the relevant jurisdiction.</li> <li>• And employed to use the following skills:               <ol style="list-style-type: none"> <li>1. Undertake basic trade level duties as directed.</li> <li>2. Perform tasks incidental and peripheral to their duties.</li> <li>3. Capable of working under broad supervision.</li> </ol> </li> </ul>
<b>ET3</b>	Electrical Tradesperson -Grade 3	<ul style="list-style-type: none"> <li>• Meet and maintain requirements of Electrical Tradesperson - Grade 2 and</li> <li>• Has held and maintained the requisite licence for a minimum of 2 years andhas a minimum of 2 years' relevant industry experience.</li> <li>• And employed to use the following skills:               <ol style="list-style-type: none"> <li>1. Undertake trade level duties as directed.</li> <li>2. Perform tasks incidental and peripheral to their duties.</li> <li>3. Capable of working under broad supervision.</li> <li>4. Work with and train apprentices.</li> </ol> </li> </ul>
<b>ET4</b>	Electrical Tradesperson -Grade 4	<ul style="list-style-type: none"> <li>• Meet and maintain requirements of Electrical Tradesperson - Grade 3 and</li> <li>• Has held and maintained the requisite licence for a minimum of 5 years andhas a minimum of 5 years' relevant industry experience or</li> <li>• Has completed a post trade course and maintains competency in</li> <li>• Electrical Equipment in Hazardous Areas or</li> <li>• Fibre Optic Terminations and Testing or</li> <li>• High Voltage Terminations or</li> <li>• High Voltage Switching Operations</li> <li>• And employed to use the following skills:               <ol style="list-style-type: none"> <li>1. Take responsibility for the complete job process.</li> <li>2. Supervise additional staff.</li> <li>3. Communicate with the client effectively.</li> <li>4. Complete basic paperwork / operate electronic devices.</li> </ol> </li> </ul>
<b>ET5</b>	Electrical Tradesperson -Grade 5	<ul style="list-style-type: none"> <li>• Meet and maintain requirements of Electrical Tradesperson - Grade 4 and</li> <li>• Has held and maintained the requisite licence for a minimum of 15 years andhas a minimum of 15 years' relevant industry experience or</li> <li>• Holds a relevant AQF post trade qualification.</li> <li>• And employed to use the following skills:               <ol style="list-style-type: none"> <li>1. Take responsibility for the complete job process.</li> <li>2. Supervise additional staff.</li> <li>3. Negotiate with the client effectively.</li> <li>4. Complete basic paperwork / operate electronic devices.</li> <li>5. Office and / or computer skills, including excel, word and outlook.</li> </ol> </li> </ul>

## Higher Levels Technical and Supervisory

<b>ST1</b>	Technician - Grade 1	<ul style="list-style-type: none"> <li>• Meet and maintain requirements of Electrical Tradesperson - Grade 3 and</li> <li>• Has completed a relevant post trade course</li> <li>• Employed to use the following skills:             <ol style="list-style-type: none"> <li>1. Specialised trade related tasks including but not limited to:                 <ol style="list-style-type: none"> <li>a) Electrical Design</li> <li>b) High Voltage protection testing</li> <li>c) Instrumentation</li> <li>d) Software Development/ Programming</li> </ol> </li> </ol> </li> </ul>
<b>SS1</b>	Site Supervisor	<ul style="list-style-type: none"> <li>• Meet and maintain requirements of Electrical Tradesperson – Grade 4 and</li> <li>• Take responsibility outlined by the 'Site Supervisor/Foreman' Position Description.</li> <li>• Employed to use the following skills:             <ol style="list-style-type: none"> <li>1. Take responsibility for a minimum of 5 employees on a regular basis and</li> <li>2. Forecast, plan, co-ordinate and supervise allocated labour.</li> <li>3. Forecast, plan co-ordinate and maintain allocated plant and equipment.</li> <li>4. Monitor, procure and manage delivery of materials in line with company procedures.</li> <li>5. Monitor, manage and report contract variations in line with company procedures.</li> <li>6. Attend site meetings and communicate / negotiate effectively with client.</li> <li>7. Take responsibility for the safety of all employees on site ensuring that:                 <ol style="list-style-type: none"> <li>a) All employees are aware of the importance of safety and</li> <li>b) All employees are informed of the site conditions and</li> <li>c) Appropriate safety equipment is available and fit for purpose and</li> <li>d) Suitable PPE is available and fit for purpose and</li> <li>e) Safety hazards, near misses and incidents are promptly reported in line with company procedures.</li> <li>f) Compliance with the company Safety Management Plan and procedures are maintained at all times.</li> </ol> </li> <li>8. Ensure that the company environmental and Quality Policies are adhered to.</li> <li>9. Report to the Electrical Supervisor all matters affecting <b>work</b> including but not limited to daily site reports, safety, environmental and quality issues and statistics, design alterations or issues, employee and Industrial relations matters, apprentice training and progression.</li> </ol> </li> </ul>

ES1	Electrical Supervisor	<ul style="list-style-type: none"> <li>• Meet and maintain requirements of Electrical Tradesperson - Grade 4 and</li> <li>• Take responsibility outlined by the 'Electrical Supervisor' Position Description.</li> <li>• Carry into effect the policies and directives communicated by Management and ensuring they are complied with.</li> <li>• Forecast, plan, co-ordinate, manage and report on labour, plant and equipment at the branch level.</li> <li>• Create an environment whereby the employees recognise the authority of the Electrical Supervisor and their role as a mediator between management and labour on matters of employment.</li> <li>• Keep informed on statutory requirements and how they affect the company.</li> <li>• Manage and develop key client relationships.</li> <li>• Estimate and manage tenders within area of responsibility.</li> <li>• Supervise the execution of projects, monitor and report progress.</li> <li>• Efficiently Manage invoicing and procurement.</li> <li>• Ensure workforce abide to all Workplace Health and Safety and Environmental regulations.</li> </ul>
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## SCHEDULE B - BASIC PERIODIC HOURLY RATES OF PAY

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

### 1. Full Time/ Part Time Employees - Hourly Wage Rate

CODE	CLASSIFICATION	RATE
EA1	Electrical Apprentice -1st Year	\$16.00
EA2	Electrical Apprentice -2nd Year	\$19.56
EA3	Electrical Apprentice -3rd Year	\$24.00
EA4	Electrical Apprentice -4th Year	\$28.45
AA1	Adult Apprentice - 1st Year	\$23.12
AA2	Adult Apprentice - 2nd Year	\$24.90
AA3	Adult Apprentice - 3rd Year	\$26.68
AA4	Adult Apprentice - 4th Year	\$28.45
LW1	Labourer	\$26.10
TA1	Trades Assistant - Grade 1	\$26.68
TA2	Trades Assistant - Grade 2	\$28.45
TA3	Trades Assistant - Grade 3	\$32.01
PO1	Plant Operator	\$32.01
TP1	Trades Person - Non-Electrical	\$33.79
ET1	Electrical Tradesperson - Grade 1	\$33.79
ET2	Electrical Tradesperson - Grade 2	\$35.56
ET3	Electrical Tradesperson - Grade 3	\$39.13
ET4	Electrical Tradesperson - Grade 4	\$42.69
ET5	Electrical Tradesperson - Grade 5	\$44.45
ST1	Technician - Grade 1	\$46.94
SS1	Site Supervisor	\$48.01
ES1	Electrical Supervisor	\$49.79

Note 1:

For employees classified at PO1 through to ES1 in schedule B, the new starter rate is \$2.00 per hour less than the Hourly Wage Rates quoted in this table and will be reviewed after the compulsory 6 month probationary period has elapsed.

Note 2:

Where an employee has completed a four year apprenticeship with either P H E Pty Ltd P.H.E. Power & Infrastructure Pty Ltd or P.H.E. Mining Pty Ltd they will at the completion of their apprenticeship commence at Electrical Tradesperson Grade Four.

Note 3

Apprentice and Trainee are to be read as one in the same

**2. Casual Employees – Hourly Wage Rate (Inclusive of Casual loading)**

<b>CODE</b>	<b>CLASSIFICATION</b>	<b>RATE</b>
LW1	Labourer	\$32.63
TA1	Trades Assistant - Grade 1	\$33.35
TA2	Trades Assistant - Grade 2	\$35.56
TA3	Trades Assistant - Grade 3	\$40.01
PO1	Plant Operator	\$40.01
TP1	Trades Person - Non-Electrical	\$42.24
ET1	Electrical Tradesperson - Grade 1	\$42.24
ET2	Electrical Tradesperson - Grade 2	\$44.45
ET3	Electrical Tradesperson - Grade 3	\$48.91
ET4	Electrical Tradesperson - Grade 4	\$53.36
ET5	Electrical Tradesperson - Grade 5	\$55.56
ST1	Technician - Grade 1	\$58.68
SS1	Site Supervisor	\$60.01
ES1	Electrical Supervisor	\$62.24

## SCHEDULE C - ALLOWANCES

The following allowances are paid on hours worked and are not subject to loadings or penalties. The parties acknowledge that the Employer shall be the sole determinant of when and where these allowances apply.

### Leading Hand Allowance

**\$2.00 per hour**

The Leading Hand allowance is a turn on, turn off allowance and will only be paid to Tradespersons for the hours during which they meet the Leading Hand criteria set out below and have been specifically appointed to be a leading hand by the Site Supervisor or Electrical Supervisor. The allowance will be uplifted to **\$3.00 per hour** as of July 2024

**Leading Hand** means any electrical worker (other than a Site Supervisor or Electrical Supervisor) who is placed in charge of work on which three or more employees, in addition to the electrical worker, are engaged.

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### Travel Allowances

RE-IMBURSEMENT OF LIVING EXPENSES		
Clause	Option (one option only)	Rate per night
12.5(a)	Board and Lodging, meals and out of pocket	\$100
12.5(b)	Meals and out of pocket expenses	\$50
12.5(c)	Out of pocket expenses	\$15