

**Lift Three Pty Ltd and ETU  
Construction & Service  
Enterprise Agreement  
2023-2026**

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## 1. TITLE

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This Agreement shall be referred to as the *Lift Three Pty Ltd and ETU Construction & Service Enterprise Agreement 2023-2026*.

## 2. APPLICATION OF AGREEMENT

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This Agreement shall cover and apply to employees of Lift Three Pty Ltd Pty Ltd employed in the State of Victoria who are engaged in the classification structure set out in this Agreement.

The employees of the Employer in Victoria and, for employees ordinarily based in Victoria, at any location at which the employee is temporarily required to perform work outside Victoria.

This Agreement does not cover nor apply to coordinators, managerial, clerical and administrative staff of *Lift Three Pty Ltd Pty Ltd*

## 3. PARTIES COVERED

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The Parties to this Agreement are:

Lift Three Pty Ltd **Pty Ltd** ("The Company") [ABN: 67 670 630 225]

All employees of 'the Company' who are described in clause 2 of this Agreement – Application of this Agreement

The organisations of employees listed below and the members thereof respectively:

- i. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Workers Union of Australia (the "ETU")

(Collectively referred to as "Union" or "Unions")

(Please note that a Union will only be covered by this Agreement if it elects to be covered by this Agreement in accordance with section 183 of the Fair Work Act 2009 ("the FW Act") and is noted in the decision of Fair Work Australia to approve the agreement that the agreement covers the Union)

\*Any reference in this Agreement to a "party" or "parties" is a reference to the Unions and the Employer

## 4. COMMENCEMENT AND NOMINAL EXPIRY DATES

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4.1. This Agreement will commence operation 7 days after approval by the Fair Work Commission. This agreement shall nominally expire on 1<sup>st</sup> March 2026.

4.2. The employer agrees to a 4-hour paid mass meeting for all employees covered by this agreement in 2026.

## **5. NO EXTRA CLAIMS**

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It is a term of this Agreement that the Parties will not pursue any extra claims for the life of this Agreement.

## **6. RELATIONSHIP TO AWARD**

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- 6.1.** Subject to the express exclusions in subclause 6.3 below, the contents of this Agreement shall incorporate and be read in conjunction with the *Building & Construction General On-site Award 2020* (the **BCA**), as at the date of approval by Fair Work Commission. In the event of any inconsistency between an express term of this Agreement and a term of the BCA, the express term in this Agreement shall prevail.
- 6.2.** The incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of this Agreement. Any loadings, penalties and allowances in the Award apply to the rate of pay due under this Agreement and references to "Award" may mean "Agreement".
- 6.3.** Any Award flexibility clause in the BCA shall not be used.
- 6.4.** Existing Award or Agreement payments and conditions of employment will continue to apply.
- 6.5.** The following clauses of the BCA are excluded:
- i. Clause 39 – Dispute Resolution;
  - ii. Clause 14 – Apprentices;
  - iii. Clause 19.1,19.2,19.3,19.5,19.6,19.7c,d – Minimum Wages;
  - iv. Clause 21.1 – Tool & employee protection allowance;
  - v. Clause 21.2 – Meal Allowance;
  - vi. Clause 21.3 – Compensation for clothes and tools;
  - vii. Clause 21 – Adjustment of expense related allowances;
  - viii. Clause 2 – industry allowances;
  - ix. Clause 23 – other allowances
  - x. Clause 25 – Living Away from Home – Distant Work;
  - xi. Clause 26 – Fares and travel patterns allowance (and all sub clauses);
  - xii. Schedule B – Classification Definitions (and all sub clauses);
  - xiii. Schedule C – National Training Wage (and all sub clauses); and
  - xiv. Schedule D – School Based Apprentices (and all sub clauses).

## **7. MEASURES TO ACHIEVE GAINS IN CUSTOMER SERVICE, PRODUCTIVITY, QUALITY, EFFICIENCY AND FLEXIBILITY**

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- 7.1. The measures set out in this Agreement have been designed to achieve real and demonstrable gains in customer service, quality, productivity, efficiency and flexibility, and the parties are committed to their full implementation during the life of this Agreement.

## **8. STAND ALONE AGREEMENT**

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- 8.1. This is a standalone agreement and has no relationship to previous agreements. This Agreement supersedes and replaces all previous agreements.

## **9. EMPLOYEES WORKING INTERSTATE**

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- 9.1. Where an employee covered by this Agreement is required to work outside of the State of Victoria, and to recognise the possible difference in terms and conditions that may be applicable, the following will apply:
- i. The employee covered by this agreement will be paid the rate of pay (all Purpose Rate) applicable for his/her classification of work under the Enterprise Agreement that applies at the time in Victoria; and
  - ii. Should an employee due to working interstate have fewer public holidays in the annual calendar year than documented in this enterprise agreement, the employee will be entitled to additional public holiday leave days to make up the difference on a calendar year basis.

## **10. HOURS OF WORK**

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- 10.1. The ordinary spread of hours of work as defined in this Agreement will be worked any time between 6:00am to 6.00pm Monday to Friday.
- 10.2. Ordinary hours of work may be varied by agreement between the Company and the majority of the employees concerned to accommodate the hours or work required for the most efficient and safe operation of the enterprise and the requirements of their client.
- 10.3. Where agreement is reached to work extended hours, occupational health and safety principals will prevail. Proper health monitoring procedures will be introduced and suitable rosters clearly agreed prior to commencing work. Adequate supervision must always be provided.
- 10.4. Matters on which agreement may be reached include:
- i. How the hours are to be averaged in a work cycle;
  - ii. The duration of the work cycle;
  - iii. Rosters which specify starting and finishing times;
  - iv. Arrangements allowing flexibility in taking of RDO's; and
  - v. Daily maximum ordinary hours

## **11. ROSTERED DAYS OFF (RDO'S)**

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- 11.1.** The number of RDO's taken during the year will be in accordance with either the Construction Section or the Service Section of this Agreement depending on which section of the business the employee works in.

## **12. PART TIME EMPLOYEES**

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### **12.1. Hours of Work**

- (a) For part-time Employees, hours of work are those as agreed with the company or as designated for the position and are less than 36 ordinary hours per week. Ordinary hours of work for part-time Employees will be continuous on any day worked by the Employee. An unpaid meal break will not be regarded as breaking the continuity of hours of work.
- (b) Before commencement the employee and the employer will agree in writing, upon the hours to be worked by the employee, the days upon which the hours will be worked including start and finishing times and the length of engagement if applicable. The terms of the agreement may be varied, in writing, by consent.

### **12.2. Remuneration**

- (a) Remuneration and other conditions will be calculated on a pro-rata basis, apart from allowances of a reimbursement nature, where a part-time employee will receive the same amount as a full-time Employee.
- (b) Penalty rates will apply where a part time employee works outside of the ordinary spread of hours (as defined in this Agreement) and/or beyond their original agreed hours of work.

## **13. CASUAL EMPLOYEES**

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- 13.1.** A casual employee will be paid a 25% loading on top of the wage classifications within this agreement
- 13.2.** The company when engaging a person for casual employment must inform the employee in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- 13.3.** On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of four hours work, plus the relevant fares and travel allowance if applicable.



## 14. DISPUTE SETTLING PROCEDURES

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- (a) Where a dispute arises over permitted matters (as currently defined in the Fair Work Act), the application of this Agreement or the NES, the matter shall be first submitted by the Union, employee or Employee Representative (if any) to the supervising officer or another appropriate manager, or vice versa. If not settled, the matter may be referred to more senior persons.
- (b) +While this procedure is being followed the status quo that existed immediately prior to the events that gave rise to the dispute will remain and, subject to this, work shall continue normally where it is agreed that there is an existing custom and practice, but in other cases, the work shall continue at the instruction of the Employer. Failure to continue shall be a breach of the Agreement.
- (c) No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (d) If still not settled, either party may submit the matter, in accordance with this clause, to:

  - i. the Disputes Board for conciliation and/or, arbitration; or
  - ii. directly to FWC for conciliation and/or arbitration, or for a review of an arbitrated decision of the Disputes Board.
- (e) To avoid doubt, a party to a dispute may:

  - i. apply to FWC notwithstanding the fact that the Disputes Board has already conciliated the matter; or
  - ii. if the Disputes Board has arbitrated the matter, apply to FWC for a review of the decision within 14 days of the decision having been made; or
  - iii. elect to submit the matter directly to FWC without first going to the Disputes Board.
- (f) If a matter is submitted to the Disputes Board:

  - i. The decision of the Disputes Board is binding on the parties, subject to the right to review in accordance with this clause.
- (g) Where a matter does progress to FWC for arbitration or review, its decision shall be final and binding on the parties, subject to either party exercising any right of appeal against the decision to a Full Bench.
- (h) In conciliating or arbitrating a matter under this clause, or conducting an appeal under this clause, FWC may exercise such procedural and other powers in relation to conferences, hearings, witnesses, evidence and submissions as are necessary to make the conciliation, arbitration, arbitration hearing, or review effective. To avoid doubt, in conducting a review, FWC is not confined to a consideration of the materials before the Disputes Board, and may deal with the matter afresh or conduct any hearing afresh and substitute its decision for that of the Disputes Board. In

conducting a review, it is not necessary for FWC to determine whether the decision of the Disputes Board was affected by error.

- (i) A decision of the Disputes Board or FWC made pursuant to this clause 15.2 must not be inconsistent with the Building Code 2016 or legislative obligations.
- (j) For the purposes of the disputes procedure:
  - i. At all stages of this procedure, those involved in the dispute may seek the assistance of the Union, an employee representative, Employer representative (if any) and/or other representative.

#### **14.2. Electrical and Communication Industry Disputes Board**

The Disputes Board shall deal with all matters referred to it having full regard to the relevant terms in this Agreement and to its charter as agreed between the Union and the National Electrical and Communications Association.

### **15. SAFETY DISPUTES RESOLUTION PROCEDURE**

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

- (a) When an occupational health and safety issue arises, the matter should be referred to the Employer's safety representative or supervisor. The supervisor shall discuss the matter with the person and the elected employee OHS Representative (if on site) with a view to agreeing on a safe working procedure to minimise and eliminate where possible the risk of injury or disease.
- (b) Where the supervisor or the OHS Representative reasonably consider there is an immediate risk to the health and safety of any person they must immediately consult, and if the concern remains unresolved, they may, jointly or singularly, direct that work in that particular area, or by that particular method, cease (immediate risk means that there is a degree of danger which is likely to cause injury or disease before the risk can be eliminated).
- (c) Work in the affected area(s) shall cease and employees shall be relocated to work in alternative safe areas where work is available in their classification.
- (d) Employees may be relocated to other job sites where there is safe work available in their classification.
- (e) Where there is no work available for the particular employees, they shall remain on site and make themselves readily available for resumption of work without loss of pay. Failure to do so shall negate any claim for payment. Provided that the Employer will not unreasonably require employees to remain for an unreasonable time period where there is no reasonable prospect of a resumption of work that day.
- (f) Where work in an affected area has ceased in accordance with this clause, the Employer may require particular employees to perform rectification work in the affected area, where such rectification work is of the same type as the

employee's trade including housekeeping in their particular work area. For clarity, this does not include dewatering. Those employees who remain on site to perform rectification work will be paid overtime rates during the period in which they perform the rectification work.

- (g) At all times, the elected employee OHS Representative may seek the assistance of a representative in accordance with the applicable legislation, and the supervisor may also seek advice or assistance.
- (h) Where the supervisor and the employee OHS Representative cannot agree on a procedure, either party may call in a WorkSafe Inspector, who may provide advice on the proposed procedure.
- (i) The supervisor and the employee OHS Representative shall agree on the best method of rectifying the problem.
- (j) At all times, employees must not work in situations where there is a genuine risk to their health and safety.
- (k) A dispute relating to the subject matter of this clause may be dealt with via the dispute resolution procedure above.

## **16. CONSULTATION CLAUSE**

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**16.1.** This term applies if:

- i. The company has made a definite decision to introduce a major change to production, program organisation, structure, or technology in relation to its enterprise; and
- ii. The change is likely to have a significant effect on employees of the company; or
- iii. The Company proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**16.2.** The Company must notify the relevant employees and relevant employee representatives of the decision to introduce the major change.

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

**16.4.** 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; then

**16.5.** As soon as practicable after making its decision, the company must:

- i. Discuss with the relevant employees:
  - i) The introduction of the change;

- ii) The effect the change is likely to have on the employees; and
    - iii) Measures the company 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.
- 16.6.** However, the company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 16.7.** The company must give prompt and genuine consideration to matters raised about the major change by the relevant employees. The company must also invite the relevant employees to give their views about the impact of the decision or proposed change. Where there is a proposal to introduce a change to the regular roster or ordinary hours of work of employees, this must occur before a decision is taken and may include views on any impact in relation to an employee’s family or caring responsibilities.
- 16.8.** If a term of this enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the company the requirements set out in subclauses (16.2.), (16.3.) and (16.5.) are taken not to apply.
- 16.9.** 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.
- 16.10.** In this term, relevant employees mean the employees who may be affected by the major change.

## **17. INDIVIDUAL FLEXIBILITY AGREEMENTS**

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- 17.1.** The company may make an individual flexibility arrangement with an individual employee (Individual Arrangement) which varies the effect of certain terms of this Agreement to meet the genuine needs of the company and the employee without disadvantaging the employee.
- 17.2.** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- i. The agreement deals with 1 or more of the following matters:
    - i) Parental Leave
    - ii) Living away from home allowance; and
  - ii. The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph a); and
  - iii. The arrangement is genuinely agreed to by the employer and employee.
- 17.3.** The employer must ensure that the terms of the individual flexibility arrangement:
- i. are about permitted matters under section 172 of the Fair Work Act 2009; and
  - ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - iii. result in the employee being better off overall than the employee would be if no arrangement was made.
- 17.4.** The employer must ensure that the individual flexibility arrangement:
- i. is in writing; and
  - ii. includes the name of the employer and employee; and
  - iii. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - iv. includes details of:
    - i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - ii) how the arrangement will vary the effect of the terms; and
    - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - v. states the day on which the arrangement commences.
- 17.5.** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 17.6.** The employer 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 employer and employee agree in writing — at any time.

## **18. RELATIONSHIP BETWEEN THIS AGREEMENT AND THE NES**

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**18.1.** The National Employment Standards (NES) is a set of legislated minimum employment entitlements under the Fair Work Act

**18.2.** In summary, the NES provides the following entitlements:

- i. An average of 38 ordinary hours of work per week;
- ii. An employee with 12 months' service has the right to request a change in working arrangements to assist the employee to care for a child under school age, or where the employee is a carer or is disabled, aged over 55, or is experiencing or providing care for a member of their immediate family or household who is experiencing family or domestic violence. The employer can refuse the request on reasonable business grounds;
- iii. Up to 12 months unpaid parental leave, with an employee right to request an extension for a further period of up to 12 months. The employer can refuse the request on reasonable business grounds;
- iv. Four weeks annual leave per annum with an additional week for certain continuous shiftworkers;
- v. Up to 10 days per annum paid personal/carer's leave;
- vi. Up to two days unpaid carer's leave per occasion for casuals and employees who have exhausted their paid carer's leave entitlements;
- vii. Up to two days paid compassionate leave per occasion;
- viii. Paid jury service leave and unpaid leave for eligible community service activities;
- ix. Long service leave consistent with the relevant federal award provisions;
- x. Public holidays;
- xi. Notice of termination and redundancy pay, subject to certain exclusions; and
- xii. The provision of a Fair Work Information Statement to new employees.

**18.3.** The NES applies to employees covered by this Agreement, except where this Agreement provides a more favourable outcome.

## **19. ANNUAL LEAVE**

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**19.1.** The provisions relating to Annual Leave and how and when it is to be taken will be in accordance with the NES.

## **19.2. Conversion to hourly entitlement**

- (a)** The annual leave entitlement specified in s.87 of the NES equates and will be calculated for administrative purposes as an hourly entitlement for (i.e. 144 hours for a full-time employee entitled to four weeks of annual leave and 180 hours for a shift worker as defined).
- (b)** The employer shall within 14 days of an annual leave application being received either approve or deny the leave and if denied shall state the reasons why to the employee in writing.

## **19.3. Definition of shift worker**

- (a)** For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the NES, a shift worker is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.
- (b)** Where an employee with 12 months continuous service is engaged for part of the 12-month period as a seven day shift worker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shift worker.

## **19.4. Payment for period of annual leave**

- (a)** An employee employed under this Agreement must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (b)** Subject to clause 19.4 (c) below, the wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the Agreement, first aid allowance and any other wages payable under the employee's contract of employment.
- (c)** The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

## **20. PERSONAL/CARERS LEAVE**

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**20.1.** The entitlements to Personal Leave, including sick leave and carer's leave available to employees covered by this Agreement will be as per the National Employment Standards (NES). Personal / carers leave annual entitlement will accrue in accordance with the NES in the first year of employment and thereafter will be applied annually at the commencement of each year of employment.

**20.2.** Where an employee takes carer's leave (as defined below) and no National employment Standard (NES) entitlement remains for payment, by agreement between the company and the employee, other paid leave such as Annual Leave or Long Service Leave may be taken.

- 20.3.** In extenuating circumstances, where no such entitlements exist, the company agrees to review the situation and may extend ex-gratia payments or leave in advance. This is to be granted at the company's discretion.
- 20.4.** The extension of this leave will be subject to the following conditions:
- i. the production of satisfactory evidence of illness;
  - ii. the employee must have responsibility for the care of the family member concerned;
  - iii. the family member being either:
  - iv. a member of the employee's household; or
  - v. a member of the employee's immediate family (as defined in the Fair Work Act 2009).
- 20.5.** The Employee is only entitled to take paid or unpaid personal / carer's leave if the Employee gives the Company notice (and evidence where required below) of the absence as soon as reasonably practicable. This requirement does not apply if the Employee could not comply because of circumstances beyond the Employee's control.
- 20.6.** Any Employee who claims Personal Leave for 2 or more consecutive days must provide a certificate from a Registered Health Professional that states that the Employee was unable to attend work on account of personal illness or injury.
- 20.7.** In any year an Employee may take 2 single day absences without any proof, for any further single day sick days a statutory declaration will be sufficient evidence if the Employer requires evidence in relation to single day occurrences of personal leave.
- 20.8.** This clause is not to provide any lesser entitlements than the NES provisions for paid or unpaid personal / carer's leave.
- 20.9.** Notwithstanding the above requirement, an employee will be required to produce their choice of either a statutory declaration or medical certificate , for days directly prior to or after a public holiday.
- 20.10.** An employee who is entitled to paid personal / carers leave, will be paid for 7.2 hours and as RDOs continue to accrue on personal leave, 0.8 hours per day will be credited to the RDO.

## **21. LONG SERVICE LEAVE**

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- 21.1.** Employees engaged in construction are covered by "Co-Invest Long Service Leave". See section 2 of this agreement.
- 21.2.** All other employees are covered through the Company long service leave accrual scheme. See section 3 of this agreement.
- 21.3.** In the case of an employee moving between construction and maintenance or vice versa, no employee will be disadvantaged by this agreement and any anomalies will be dealt with on a case by case basis and resolved through the disputes process if necessary.



- 21.4. Where there are any changes to relevant statutory Long Service Leave provisions that are more favourable than those in this clause then those statutory Long Service leave provisions will prevail to the extent of any inconsistency.

## **22. COMPASSIONATE LEAVE**

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- 22.1. The entitlements to Compassionate leave available to employees covered by this Agreement will be as per the National Employment Standards (NES).

## **23. COMMUNITY SERVICE LEAVE**

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- 23.1. The entitlements to Community Service Leave available to employees covered by this Agreement will be as per the National Employment Standards (NES).

## **24. PARENTAL LEAVE**

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- 24.1. The entitlements to Parental leave available to employees covered by this Agreement will be as per the National Employment Standards (NES).

## **25. JURY SERVICE**

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- 25.1. If the Employee is required to attend Jury Service, they should submit appropriate jury selection documents to the company and the company will provide payment of normal wages to the Employee less any jury attendance fees paid to the Employee by the Court. At the end of the Jury Service period, the Employee (selected for Jury Service) must forward to the company copies of attendance record and total payment received from the Jury Service/The Court.

## **26. BLOOD DONORS LEAVE**

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- 26.1. An employee, after consultation with their manager, who attends a recognized clinic for the purpose of donating blood during working hours be allowed the necessary leave of absence without loss of pay to attend a clinic local to his/her place of work.

## **27. DOMESTIC VIOLENCE LEAVE**

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- 27.1. For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other behaviour by a person that coerces or controls a member of the person's family or household or causes the family or household member to be fearful. It includes current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional, psychological or financial abuse.
- 27.2. The employer must take all reasonable measures to ensure personal information of which they are aware concerning an employee's experience of family and domestic violence is kept confidential.
- 27.3. An employee claiming to be a victim of family and domestic violence may request access their accrued personal leave to attend legal proceedings, counselling,

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

- 27.4.** Whilst respecting the sensitivity of the situation, the Employer may request the employee to provide, supporting documentation from a suitably qualified person such as a police support, social worker, medical practitioner or the like. The employee may refuse such request if they have genuine reasons for doing so.
- 27.5.** Upon exhaustion of the above leave entitlements, employees may request up to 10 days paid leave per year for the purposes outlined in subclause 27.3 above. This leave does not accrue if not taken and is not paid out on termination.
- 27.6.** If required, employees may take additional unpaid family and domestic violence leave by agreement with the Employer.
- 27.7.** The Employer shall not unreasonably refuse a request made under this clause.
- 27.8.** Family and domestic violence leave may be taken as consecutive or single days or as a fraction of a day.
- 27.9.** Individual Support
- i. This clause supplements the entitlement to request flexible work arrangements pursuant to s.65 of the Act.
  - ii. In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family and domestic violence for:
    - i) changes to their span of hours or pattern of hours and/or shift patterns;
    - ii) job redesign or changes to duties;
    - iii) changes to the location of work;
    - iv) a change to their telephone number or email address to avoid harassing contact;
    - v) any other appropriate measure including those available under s.65 of the Act.
  - iii. Any arrangement entered into will be reduced to writing and indicate either its permanent or temporary nature
- 27.10.** If the NES changes and is more beneficial than the above clause, then the superior NES shall prevail.

## **28. TIME OFF IN LIEU OF OVERTIME**

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- 28.1.** The parties agree to continue the practice of "time off in lieu of overtime". The fundamental principles of this Agreement are:

- (a) Any time off must be by mutual agreement between the employee and employer. If mutual agreement cannot be reached, the employee will not be disadvantaged.
- (b) Time off will be at the appropriate penalty rate/time.
- (c) Time off must be initiated by the employee.
- (d) Time off accrued should be taken within the pay period of accrual, but in any event, no later than one (1) month.
- (e) The parties agree to exercise a common sense and objective approach when implementing this Clause.

## **29. TIMESHEETS**

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- 29.1. No submitted timesheets shall be altered by the Employer's Management unless there is a written agreement between the relevant Employee(s) and the Employer.
- 29.2. Notwithstanding the above, the Employer's Management may make an alteration to the timesheet if the change would result in the Employee receiving more than they would have otherwise received if the timesheet had not been altered, such as adding an applicable allowance, or including RDO's and public holidays as they fell.
- 29.3. If there is a disagreement concerning what the Employee has put on their timesheet then:
  - i. The person making any changes shall initial the changes.
  - ii. The Employer shall put in writing to the Employee why the change has been made with reference to the relevant Clause in this Agreement which supports the change and any other relevant reasoning.
  - iii. How much less the Employee will receive (pre-tax) than they would if the change had not been made.
  - iv. Any notification of changes shall be made to the Employee by 12pm on the Tuesday following the original submission of the timesheet.
- 29.4. Employees are required to record their daily attendance and submit their timesheets by Monday 9am. The intentional fraudulent completion of an employee's timesheet (excluding any time recorded in advance at the end of a pay period) may be considered serious misconduct.

## **30. PAYMENT OF WAGES**

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- 30.1. Wages will be paid by electronic funds transfer into the employee's nominated bank account on a weekly basis. In accordance with the Fair Work Regulations as varied from time to time, pay slips will be provided which will include, as a minimum, the following information within the current pay period:
  - i. Name of employee
  - ii. Gross and Net payments

- iii. Payment date
- iv. Period to which pay relates
- v. Ordinary hourly rate
- vi. Number of hours worked
- vii. The amount of the payment at the ordinary rate
- viii. The number of hours paid at OT rates
- ix. Gross payment
- x. Site allowance (in detail)
- xi. Overtime rates
- xii. Balance of accrued RDO hours
- xiii. Accrued annual leave hours
- xiv. Salary sacrifice arrangements
- xv. It is agreed that each quarter, each employee will be provided with a statement confirming the following information:
- xvi. Classification of employee.
- xvii. Accrued sick leave.
- xviii. Superannuation fund name.
- xix. Details of Protect redundancy payments.

**30.2.** The Company will use its best endeavours to resolve any payroll errors. Where necessary, the Company will consult with employees or if requested by the employee, the employee's representative, over any issues arising out of the delay or non-payment of wages.

**30.3.** If it appears likely that employees' fortnightly wage payments will not be made by electronic funds transfer on the payday, the Company will consult with employees on ways to ensure that no employee is adversely disadvantaged.

**31. PERSONAL PROTECTIVE CLOTHING**

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**31.1.** On commencement of employment with the company each employee will be issued with the following:

- i. Four pairs of overalls or agreed alternative i.e. five shirts & two pairs of pants or jeans.
- ii. One pair of approved safety boots to the value of \$250.00.
- iii. One Bluey jacket or agreed equivalent (to be issued by start of May ). Nylon jackets and those with metal zips shall not be acceptable.

- iv. Any other safety equipment deemed necessary for the safe conduct of work.
- 31.2. Where the employee requires prescription glasses, the company shall ensure that appropriate eye protection is issued or where the employee has had his/her glasses hardened, reimburse the employee for the cost, provided that such glasses meet appropriate safety standards.
- 31.3. The above-mentioned equipment will be maintained by the employee and replaced by the company on a fair wear and tear basis.
- 31.4. Wherever possible 'Good Quality' protective clothing will be issued.

## **32. SITE FLEXIBILITY**

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- 32.1. Existing custom regarding early starts etc. will continue as agreed by the Employer and a majority of the affected Employees

## **33. TRAINING**

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- 33.1. The parties are committed to:
  - i. Developing a highly skilled and flexible workforce.
  - ii. Providing employees with career opportunities through appropriate training to acquire additional skills within classification, and
  - iii. Removing the barriers to the utilisation of skills within classification.
  - iv. The role of every employee in training others is recognised and employees will be given the opportunity to receive training (as appropriate) in how to train others.
  - v. The company and its employees will make effective use of both "off-the-job" and "on-the-job" training opportunities.
  - vi. All training time outside of normal shift hours will be paid at single time with the following conditions:
    - i) There is no break in paid time between normal shift and training time;
    - ii) Training time will not be outside the agreement spread of hours;
    - iii) Training will not exceed 30 hours per year;
    - iv) Training will be scheduled with at least two (2) weeks' notice provided to employees.
  - vii. All employees will receive equal access to training
  - viii. Current co-operation between Electricians and Fitters will continue throughout the life of the agreement.

- ix. In the event of the introduction of a Certificate 4 level within the classification structure, the parties will meet and confer on an agreed implementation process.
  - x. The company agrees in principle to provide a career path and associated training for its employees. Courses must be company related, approved in advance, and relevant to current position or career path.
  - xi. Courses should be accredited and reflect national standards whenever practicable.
- 33.2.** The company will establish a training committee which will deal with issues around training and help to implement clause 33 Training.
- 33.3.** The committee shall meet at least once each quarter.
- 33.4.** The committee shall comprise of any elected employee representatives in the workplace and employer representatives, the meetings shall rotate the chairperson and the committee shall not include more employer representatives than employee representatives.

#### **34. APPRENTICES**

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- 34.1.** Employees and Company representatives shall discuss and implement strategies to maximise apprentice opportunities.
- 34.2.** Where this is not achievable due to health and safety reasons, business needs or matters outside of the employer's control, the Company and employees shall discuss the matter.
- 34.3.** The Company recognises that apprentices hired from Group Training companies have a right to be treated as any other apprentice. The Company will ensure that the quality of training is of a high standard.
- 34.4.** The Company will continue to pay apprentices their normal daily wage rate on the day or days that they are required to attend a TAFE or trade school.
- 34.5.** In determining its internal training curriculum for apprentices, the Company is:
- i. Committed to an unrestricted electrical license outcome with an equivalent Certificate III
  - ii. (minimum trade qualification)
  - iii. Committed to ensuring that the Company has the necessary skills and competencies required by our business
  - iv. Committed to providing our apprentices with the opportunity to attain and develop skills competence and career path, to have an ongoing career with the Company.
- 34.6.** All apprentices shall be supervised by an appropriately qualified tradesperson, employed in that trade classification.

- 34.7.** The parties shall be guided by the Energy Safe Victoria “Supervision guidelines for all electrical apprentices working on electrical installations” Appendix 2
- 34.8.** Adult apprentices (ie individuals aged 21 years of age or over at the time of entering into an apprenticeship with the company), will be paid the adult wage of a Trades Assistant in accordance with the wages schedule set by this Agreement.
- 34.9.** Where an existing employee was employed by the Company immediately prior or within six months prior to becoming an adult apprentice, such person shall not suffer a reduction the rate of pay by virtue of becoming an adult apprentice.
- 34.10.** For the purpose only of fixing a rate of pay, the adult apprentice shall continue to receive the rate of pay that applies to the classification or class of work in which the adult apprentice was engaged immediately prior to entering into the contract of training. In this circumstance, the adult apprentice will receive all wage increases corresponding to that classification, as a result of this agreement.
- 34.11.** The Employer shall reimburse the apprentice annually for the cost of the TAFE/RTO fees and textbooks upon production of evidence of successful completion of the modules, less any amount paid, if any, to the apprentice by a government exclusively and specifically for those TAFE/RTO fees. An employer may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO.
- 34.12.** Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternate Registered Training Organisation (RTO) closer to the apprentice’s usual place of work and the use of the more distant RTO is not agreed between the employer and the apprentice.
- 34.13.** For the purposes of this clause excess reasonable travel costs includes the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, in excess of the fares and travel patterns allowance payable under clause 41. Less any amount paid, if any, to the apprentice by a government exclusively and specifically for these training travel costs. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not in transit.
- 34.14.** This clause applies to training in lieu of the provisions contained in clause 48 - Living away from home allowance
- 34.15.** Apprentices are required to serve an additional day for each day of absence in excess of 2 months during each year of their apprenticeship, except in respect of absences due to either paid leave or leave without pay. The following year of their apprenticeship does not commence until the additional days have been worked.
- 34.16.** In calculating the extra time to be so served, the apprentice will be credited with time which they have worked during the relevant year in excess of their ordinary hours.

## **35. EMPLOYEE ENTITLEMENTS & COMPLIANCE**

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- 35.1.** Superannuation, Severance, Workcover and Insurances Immediately on commencement and prior to commencing physical work, the company shall register the employee/s with the relevant industry funds. These shall include :
- i. Australian Super or C+Bus for superannuation,
  - ii. Protect for severance pay
  - iii. Income protection insurance administered by Protect
  - iv. Co-Invest for long service entitlements (Construction only)
- 35.2.** In addition, the company must also ensure that the company has current public liability insurance and is registered with Workcover for all employees.
- 35.3.** It is a specific requirement of this Agreement that the company shall ensure that all payments to the above-mentioned funds and schemes are up to date. All contributions will be paid monthly.
- 35.4.** When an employee raises a concern in respect of the employee/s entitlements and the company's compliance with payments and/ or registration with the above-mentioned funds or schemes, the company shall provide to the employee all relevant information to assist in resolving any concerns.

## **36. LONG SERVICE LEAVE, SUPERANNUATION AND REDUNDANCY SCHEME**

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- 36.1.** Immediately on commencement and prior to commencing physical work, the company shall register the employee/s with Co-Invest for long service entitlements (currently construction only).
- 36.2.** Upon request by an employee the company shall make available for inspection certificates of currency to the above fund.
- 36.3.** Upon request by an employee the company shall provide proof of current public liability insurance and registration with Workcover.
- 36.4.** When an employee has accrued an entitlement to long service leave, and after giving eight (8) week's notice or less by agreement with the Employer, the employee will be entitled to take such leave. Agreement for long service leave will not be unreasonably withheld by the Employer.

## **37. PICNIC DAY**

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- 37.1.** All employees including casuals will be entitled to attend the Picnic Day without loss of pay provided that proof of attendance (supplied at the picnic) proof will not be required for people in service who were deemed essential on the day and consequentially have their day off on a day other than picnic day. An Employee in construction cannot be forced to work on picnic day.
- 37.2.** Employees working in the Service section of the business who are deemed essential on the day of the Picnic will take an additional paid day off within one



month of the Picnic Day. Essential service employees will be notified that they are essential 2 weeks before picnic day.

### **38. ABANDONMENT OF EMPLOYMENT**

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- 38.1.** This clause describes the circumstances which amount to abandonment of employment by an employee.
- 38.2.** 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.
- 38.3.** Provided that if within a period of 14 days from their last attendance at work or the date of their last 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 they were absent for reasonable cause, they shall be deemed to have abandoned their employment.
- 38.4.** Termination of employment by abandonment in accordance with this sub-clause 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.
- 38.5.** Clause 38.4 of the Agreement will apply subject to the provisions of s117 of the Fair Work Act 2009 (Cth) (FW Act) and not retrospectively. To the extent of any inconsistency between cl38.4 and the FW Act, the provisions of the FW Act will prevail.

### **39. INCOME PROTECTION**

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- 39.1.** The company shall provide income protection to assist employees who suffer from serious illness or injury necessitating an extended absence from work, by making contributions to the Protect Income Protection for all employees.
- 39.2.** It is agreed the Income Protection Insurance payments are paid on a monthly basis by the 14th day of each month.
- 39.3.** It is agreed that if the Employer has not made a valid or current insurance payment to "Protect", the Employer shall be liable for any loss of earnings or benefits that would have otherwise been given to the Employee.

<b>Details</b>	<b>Commencing from date of operation of Agreement</b>	<b>From 1<sup>st</sup> March 2024</b>
Tradesperson's Premium	\$32.50	\$36.00
For Cover	\$1600.00	\$1800.00
Apprentice Premium	\$22.95 per week	\$25.00

For Cover	\$1000.00	\$1200.00
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These rates are inclusive of GST, stamp duty.

- 39.4.** Contributions will continue to be made for any period taken as authorized paid leave but not for any period of unauthorized leave without pay.
- 39.5.** While an employee is in receipt of an income protection benefit, the company will continue to make the weekly insurance premium payments for that employee.

#### **40. REDUNDANCY & SEVERANCE PAYMENTS**

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##### **40.1. Severance Payments**

- (a)** All employees covered by this agreement will have severance payments paid to the Protect Severance Fund.
- (b)** Should Fringe Benefits Tax be payable on severance contributions, the parties will urgently review the application of this clause to ensure the Company or employee/s are not disadvantaged.
- (c)** Contributions will be at the following rates:

From the first full pay period to commence on or after 1st October 2017:  
\$84.43

From the first full pay period to commence on or after 1st July 2022: \$96.02

- (d)** Payments are also applicable during periods of authorized absence except for leave without pay.

It is agreed the above payment provisions do not apply to current or future apprentices. Should an apprentice be made redundant, the NES will apply.

#### **41. FARES & TRAVEL ALLOWANCE**

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- 41.1.** Employees (including apprentices) covered by this Agreement will be entitled to the payment of a Fares and Travel Allowance as follows:

**(a) Non-Company Vehicle Holders**

\$34.50 per day

- 41.2.** For those that elect to use the vehicle for private use, the vehicle will be subject to the following;
- (a)** The company vehicle is available for the employee 24 hours a day, 7 days a week, including rostered days off, annual leave, sick leave or PLD's.
- (b)** The vehicle is available during annual holidays, but if the employee is travelling overseas for holidays then the vehicle is to be made available for company use. If the employee intends on travelling interstate with the

vehicle, then the employee must get consent from the employer. Any expenses incurred for will be at the expense of the employee.

- 41.3.** It is acknowledged that apprentices do not receive any student concessions on the Victoria public transport system. As a result, apprentices incur the same public transport costs as permanent employees. For this reason, apprentices will qualify for the full Fares and Travel Allowance as detailed in this clause. Should this situation change and apprentices are to receive such student concessions, then this allowance to be amended accordingly.
- 41.4.** The full payment of fares & travel will be paid for RDO's, and weekends for non-vehicle holders.
- 41.5.** Where an employer requires an employee to travel outside the 50km radius from 350 Bourke Street Melbourne the employer will pay the employee:
- (a)** the allowance prescribed in clause 41.1 (a) or (b) as relevant for each day worked; and
  - (b)** in respect of travel from the designated boundary to the job and return to that boundary:
    - i. the time outside ordinary working hours reasonably spent in such travel, which will be paid at the ordinary time hourly rate, and calculated to the next quarter of an hour with a minimum payment of one half an hour per day for each return journey; and
    - ii. 53 cents per km where the employee uses their own vehicle

**(c) Mileage Allowance between jobs**

An employee transferred from one site to another during working hours will be paid for the time occupied in travelling and \$1.00 per kilometer if they use their own vehicle.

## **42. LEADING HAND ALLOWANCE**

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- 42.1.** A person specifically appointed by the company to be a Leading Hand will be paid an all-purpose allowance for carrying out the duties of a Leading Hand responsible for leading people as follows:
- i. 2-5 Employees \$2.50 per hour
  - ii. 6-10 Employees \$3.00 per hour
  - iii. 11+ Employees \$3.50 per hour
- 42.2.** For clarity those not paid a Leading Hand Allowance shall not be required to undertake the functions of a Leading Hand.
- 42.3.** For clarity a Leading Hand will receive the all-purpose allowance whilst on annual or sick leave provided they were performing the duties leading up to the leave.
- 42.4.** For clarity the Team leader/Supervisor classifications will not be eligible to receive this allowance

#### **43. MEAL ALLOWANCE**

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- 43.1. An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by the employer an amount of \$15.38 to meet the cost of a meal.
- 43.2. This subclause will not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job allowance as provided for in clause 48 Living away from home allowance, and is provided with a suitable meal

#### **44. ACMA REGISTRATION ALLOWANCE LIFT**

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- 44.1. An Employee nominated by the company to acquire and use an ACMA Registration or any successor equivalent will be paid an allowance of \$28.00 per week (flat) subject to the Employee providing evidence of current registration.
- 44.2. The Employer will continue to meet the necessary training and licensing costs associated with Employees gaining the ACMA Registration.
- 44.3. An employee not paid this allowance shall not perform and work in relation to communications wiring or accessories.

#### **45. FIRST AID ALLOWANCE**

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- 45.1. An employee nominated by the company to act as first aid provider shall be required to hold a recognized First Aid Certificate or equivalent qualification, subject to which they shall be paid a flat rate of \$11.74 per week for the additional responsibilities of performing the first aid role. This shall increase to \$15 per week from the signing of the agreement
- 45.2. The company will continue to meet the necessary training and licensing costs associated with nominated employees gaining the First Aid Certificate. This allowance is not a permanent allowance. In the event that such employee is no longer required to be designated as the First Aider the allowance shall cease immediately.

#### **46. LA TROBE VALLEY ALLOWANCE**

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- 46.1. A "La Trobe Valley Allowance" of \$2.00 per hour (all purpose), will be paid to those employees who are required to perform work in the La Trobe Valley. This allowance is in lieu of all disabilities normally associated with working at this location.

#### **47. DHHS ALLOWANCE**

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- 47.1. A Department of Health and Human Services of \$2.80 per hour (flat) will be paid for work performed associated with modernisation, construction and major repair work extending beyond five (5) days or four (4) days if in an RDO/Public Holiday week).

- 47.2.** As this allowance is meant to compensate for all disabilities associated with working on such sites, this allowance will not be combined with any other disability allowance.
- 47.3.** Security Assistance is available on all 24hr manned Ministry of Housing sites if required, Employees if required can request Security Assistant for unmanned sites via the lift services telephone No 1800 066 088.

## **48. LIVING AWAY FROM HOME ALLOWANCE**

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- 48.1.** For jobs outside a 50-kilometre radius centred at 350 Bourke Street Melbourne, Employees have the choice of receiving either:
- (a)** Reasonable accommodation to be sourced and paid for by the company and an amount of \$76.00 (inclusive of any otherwise paid meal allowance) per day will be paid to the Employee (wherever possible in advance) this will increase to \$104 from the signing of this agreement; or
  - (b)** An “all-in” (accommodation and meals) rate of \$140 per day (inclusive of any otherwise paid meal allowance). This amount will be paid for 7 days a week if receipts issued by a company are produced that cover the period of 7 days per week. Without presenting receipts the amount will be reduced to \$140 per day for the days that the Employee presents for work only. For clarity where mobilization has taken place the daily rate will be paid for Public Holidays and sick days. As of the signing of the agreement this \$140 rate will increase to \$208
- 48.2.** Mobilisation and demobilisation payments consisting of Travel Time will be paid to Employees for travel on the first day of mobilization to a job outside the 50km radius and on the last day of demobilization from the same job.
- 48.3.** For clarity, Fares and Travel Allowances and Meal Allowance will not be paid to an Employee when that Employee is receiving living away from home allowance.

## **49. SUPERANNUATION**

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- 49.1.** The company will contribute to an approved superannuation fund of the Employee’s own choice. The company will continue to contribute to the employee’s chosen superannuation fund, and satisfy all the legislation including the government “superannuation guarantee charge”.
- 49.2.** Typical Industry Funds for employees in the Elevator industry are
- CBUS
  - Australian Super
- 49.3.** Existing employees with different arrangements will continue to have these applied with the option to rollover into Australian Super or CBUS
- 49.4.** Monthly Contributions for all employees will be paid by the 14th of the following month.

#### **49.5. Salary Sacrifice**

- (a) An employee may request in writing and enter into an agreement with the Company:

  - i. That benefits in the form of additional superannuation contributions be provided; and That their "take home" pay will be reduced by an amount equivalent to that paid as additional superannuation contributions.
- (b) These arrangements will be known as "salary sacrifice" arrangements.
- (c) The employer will ensure that an employee's request for salary sacrifice arrangements will be put in place within two weeks of the employer and employee reaching agreement on these arrangements. The maximum additional superannuation contribution that can be made will result in the employee's "take home" pay being no less than the employee's award rate of pay.
- (d) The contributions made by the employer on behalf of the employee, as part of these 'salary sacrifice arrangements' are in addition to the payments required by the Employer under the Superannuation Guarantee (Administration) Act 1992.
- (e) Employer contributions to meet the Superannuation Guarantee (Administration) Act 1992 will continue to be based on an employee's ordinary time earnings as defined in this Agreement.
- (f) Salary sacrifice arrangements will only apply to payments for long service leave where an employee's accrual of long service leave commenced following the introduction of salary sacrifice provisions in this agreement (i.e. new employees).
- (g) All other entitlements and benefits contained in this agreement will be calculated on a pre-salary sacrifice calculation basis, including termination payments, overtime, annual leave loading, allowances and penalty rates.
- (h) An employee may withdraw from the salary sacrifice arrangements at any time, by providing a written request to the company.
- (i) The Company will in consultation with affected employees, be able to review the salary sacrifice arrangements, in the event of changes in Government legislation that affects the status (tax or otherwise) of contributions paid under these arrangements.
- (j) The company recognises that in accordance with C+Bus policy at the time of certification of this Agreement, an accredited representative, may at the request of an employee covered by this Agreement, contact C+Bus to verify that correct payments in accordance with the Agreement have been made.

  - i. Absence from work

- (k) Subject to the governing rules of the fund of which an Employee is a member the following provisions shall apply:
- i. **Paid Leave**
    - i) Contributions shall continue whilst a member of a Fund is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, compassionate leave or other paid leave.
  - ii. **Unpaid Leave**
    - i) Contributions shall not be required to be made in respect of absence from work without pay.
  - iii. **Work Related Injury or Illness**
    - i) In the event of an Employee's absence from work being due to work related injury or work related illness, contributions shall continue.
- (l) The member of the Fund is receiving workers' compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and the person remains an Employee of the company.

## **50. HEALTH & SAFETY REPRESENTATIVES**

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- 50.1.** The parties to this Agreement recognise the important role the Health & Safety Representatives play at their workplace. The Health and Safety Representatives have a key role in Health & Safety issues.
- 50.2.** Health & Safety Representatives shall be engaged as employees and perform normal work when not representing their fellow workers
- 50.3.** The parties agree that a safe and secure workplace is important and we will comply with occupational health and safety laws. Employees will take all practicable steps to ensure their own safety while at work, and to ensure that no action or inaction by them while at work causes harm to any other person. Employees will ensure safety procedures are followed at all times.
- 50.4.** Employees are to use the safety and protective equipment or clothing provided. Employees must ensure they know the company health and safety rules and procedures. Employees will not misuse any equipment, plant or process that is provided to ensure workplace health and safety.
- 50.5.** When an occupational health and safety issue arises or is perceived, the issue shall be immediately referred to the Employee's Supervisor/Project Manager, Quality Safety & Training Manager and Employer's safety representative. The supervisor/Project Manager and Quality Safety & Training Manager shall discuss the matter with the person and the elected employee's health and safety representative with a view to agreeing on a safe working procedure to minimise and eliminate where possible the risk of injury or disease.

- (a) Where the Supervisor/Project manager or the employee health and safety representative consider there is likely to be an immediate risk to the health and safety of any person they may, jointly or singularly, direct that work in that particular area, or by that particular method, cease (immediate risk means that there is a degree of danger which is likely to cause injury or disease before the risk can be eliminated).
- 50.6. Work in the affected area(s) shall cease and employees shall be relocated to work in alternative safe areas where work is available.
- 50.7. Employees may be also relocated to other job sites where there is safe work available
- 50.8. Health & Safety Representatives shall be allowed all time necessary during working hours to attend to occupational health & safety matters including seeking external advice from external health and safety experts / organisations as required by the safety representative on behalf of the employees in relation to health and safety matters.

## **51. EMPLOYEE REPRESENTATIVES(S)**

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- 51.1. The company will continue to support appropriate consultative mechanisms, providing there is adherence to the collective agreement and provided that the employee representatives respect and observes the company right to manage and direct its operations in order to achieve its business objectives.
- 51.2. The Employee Representative means an employee who has been democratically elected by fellow employees and who represents employees at an employer's place of work in addition to his/her normal duties. It is acknowledged by the parties to this agreement that there will be no more than two representatives in each main business area.
- 51.3. The role of employee representative is acknowledged as being a critical imperative in the success of the company organisation, to that extent the rights and responsibilities of employee representatives need to be understood by all parties.
- 51.4. Employee Representatives and Workplace Health and Safety Representatives shall be allowed without loss of pay all reasonable time during working hours to attend to their roles which includes, but is not limited to, the Employee representative rights set out below:
  - (a) The right to approach or be approached by any employee of the employer to discuss matters during normal working hours, provided that there is no undue disruption to normal work.
  - (b) The right to communicate with fellow employees in relation to industrial matters without impediment by the employer.
  - (c) The right to reasonable communication with other employee representatives in relation to industrial matters.



- (d) Reasonable time during working hours for the purpose of meeting with the company management representatives on legitimate matters affecting employees whom he/she represents.
  - (e) The right to represent employees in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing employees as follows.
- 51.5. The employee representative will encourage the solving of problems, wherever possible at their source. In this regard, employee representatives are committed to, and will encourage adherence of employees, to the disputes settlement procedure.
- 51.6. Employee Representatives and management representatives alike are committed to treating each other with due respect and courtesy that they would each expect. To that extent the company is committed to ensuring that workplace representatives are not victimized or discriminated against because of the appointment of employee representative.
- 51.7. A cumulative maximum of 10 paid days training shall also be allowed for nominated Employee Representatives per annum. The timing of the training shall be agreed between the Employee Representative and the company so as to minimise any adverse effect on the company's operations. Agreement will not be unreasonably withheld.
- 51.8. The Employer will release from work without loss of pay one Employee Representative and one WH&S Representative from both construction and service departments (maximum total 4) to attend monthly meetings conducted by the ETU to consult on industry related matters.
- 51.9. The Employer will release from work without loss of pay one Employee Representative from Construction and Service for the purposes of attending the Bi-annual conference of both unions.

## **52. EXCESSIVE ANNUAL LEAVE**

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- 52.1. Any annual leave credits in excess of eight (8) weeks are called "excess annual leave credits"; The company may direct that the employee take up to 25% of this accrued leave. The minimum notice required for such a direction to the employee being four weeks.
- 52.2. The company will genuinely consider an employee's request to take the excessive annual leave at their preferred time on the basis that a leave form is submitted confirming the usage of the excessive annual leave.

## **53. ANNUAL LEAVE – INDUSTRY SHUTDOWNS**

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- 53.1. The Employee is to reserve some of their annual leave (or other similar types of leave) for the company Christmas and / or nominated industry shutdowns periods. If the Employee has insufficient accrued leave, they may be instructed to take unpaid leave during these shut down periods.

- 53.2.** However, with due notice (eight weeks or less by agreement) the company may require the employee to work during these shut down periods to suit customer requirements and the annual leave for the said employees working will be rescheduled.

## **54. NO WORSE OFF CLAUSE**

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- 54.1.** No Employee will have his or her existing pay or conditions reduced as a result of this Agreement. Any existing employment conditions or entitlements that are superior to those contained in this Agreement will continue to apply unless otherwise agreed by the parties.

## **55. USE OF THIRD-PARTY LABOUR**

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### **55.1. General**

All persons covered by this Agreement have a common interest in the lift industry and the viability of the business, therefore a stable working environment and harmonious relations are required to improve the relationship between the employer, the employees and its customers. Progress in the industry demands a mutuality of confidence between the parties which includes respect, understanding of the key business viability drivers of safety, efficiency and accountability. All will benefit by continuous cooperation and by adjusting any differences by a rational common sense method. Accordingly, all persons covered by this Agreement commit to resolving differences in accordance with the dispute resolution and consultation provisions of this Agreement as well committing to maintain the viability of the business into the future.

### **55.2. Security of Employment Arrangements**

#### **(a) Overview**

- i. The persons covered by this Agreement acknowledge and agree that:
  - i) the use of Third Parties has a place in the industry and use of such can serve to maintain business viability but may also be seen to have the potential to undermine the terms and conditions of the employees and the employees security of Employment;
  - ii) based on the above, in order to promote fair, cooperative and productive workplace relations, the persons covered by this Agreement agree to work together to resolve any conflicts the rights and obligations.
  - iii) The Employees are committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. Subject to the terms of this Agreement, full-time direct and ongoing employment is a key principle of this Agreement and is the preferred path.
  - iv) The Employer will take all measures to achieve employment security for the direct permanent employees of the Employer. All

persons covered by this Agreement recognise the importance of measures to protect and enhance the employment security, health and safety, terms and conditions of employment and career development of the employees and the viability of the business. The Employer agrees that it is highly important that work is performed safely, effectively and efficiently, and in a way that promotes OHS and EO principles and practices in the workplace and appropriate representation of employees should they so request. The Employer will ensure that its employment practices are consistent with the above principles and practices.

**(b) Contractors**

- i. Where the Employer makes a definite decision that it intends to engage a Third Party to perform work covered by this Agreement, the Employer shall consult with the employees, as to whether current capacity to complete the work by employees exists.
- ii. If this capacity exists then the employer will consult with employees as to the reasons why a Third Party is being sought to complete the work.
- iii. If this capacity does not exist it is expected that the employer is granted the freedom to utilise third parties to complete the work will be acceptable to ensure the viability of the business.
- iv. At the consultation, The Employer must also consult over the safety and facilities for the Third Party.
- v. **'Third Party'** means:
  - i) a labour hire agency;
  - ii) a contractor;
  - iii) an employee or contractor, of a contractor; and/or
  - iv) any other person or entity who/which is not a direct employee of the Company;

which will do, or does, work that would be covered by this Agreement if it was performed by the Employees.

**(c) Intentionally left blank.**

**(d) Avoidance of Sham Contracting**

- i. The persons covered by this Agreement acknowledge that sham contracting has the potential to undermine fair employment practices, erode employee entitlements and affect the job security of employees covered by this Agreement. For this reason, the following is agreed.
- ii. The Employer shall not enter into a contract with another person (the contractor) under which services in the nature of work are to be provided to the employer, if:

- i) the services are to be performed by an individual (who is not the contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and
  - ii) if the contract were entered into with the individual, the contract would be a contract of employment.
- iii. The Employer shall not, where it is employing, or proposing to employ, an individual, represent to the individual that the contract of employment under which the individual is, or would be, employed by the employer, is a contract for services (whether via a contract with the individual or with an entity in which the individual has any ownership in, or is an officer or trustee of) under which the individual performs, or would perform, work;
- iv. The Employer shall not dismiss, or threaten to dismiss, an individual who is an employee of the employer in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services entered into with the individual or with an entity in which the individual has any ownership in, or is an officer or trustee of, unless that individual agrees; or
- v. The Employer shall not make a statement that the Employer knows is false in order to persuade or influence an individual to enter into a contract for services (whether via a contract with the individual or with an entity in which the individual has any ownership in, or is an officer or trustee of) under which the individual will perform, the same, or substantially the same, work for the Employer.
- vi. Disputes about this clause:
  - i) Where a breach of this clause is alleged and is not resolved after attempts have been made with the Employer, an Employee (or their chosen representative) may refer the allegation directly to the FWC for conciliation and/or arbitration.
  - ii) The Disputes Board's has jurisdiction in respect of such disputes, and its determination shall be final and binding on the persons covered by this Agreement except where the right of review by FWC in respect of such a decision is exercised by either party.
  - iii) Where a dispute exists, the Employer or their representative will make themselves available to assist this dispute resolution procedure.
  - iv) Where it is agreed, or determined by the Disputes Board or FWC, that a breach of this clause has occurred and but for the breach, the person ought properly have been an employee under this Agreement, the parties will attempt to reach agreement on the calculation of any entitlements owing under the proper application of this agreement on the basis that the person should have been treated as an employee. Where the parties are in any disagreement, the FWC may determine the amount of the entitlements owing, which will be binding.

- v) The affected employee will be re-inducted and informed of their entitlements under this Agreement and the Fair Work Act.
- vi) A decision made pursuant to this clause must not be inconsistent with the Building Code 2016 or legislative obligations.
- vii. The Employer must ensure that a person engaged as an employee or as an independent contractor is lawfully entitled to be so engaged under Australian law.

## **56. TRACKING DEVICES**

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### **56.1. Introduction**

- (a) Without in anyway conceding the need for the introduction of tracking devices, it is agreed that the Employer may introduce a Tracking Device for employees covered by this Agreement, subject to the requirements of this clause.
- (b) The reasons for the Employer seeking to implement the Tracking Device are:
  - i. Safety of its employees;
  - ii. Co-ordination of effort in emergency situations;
  - iii. Efficient arrangement and operation of its business, personnel and fleet; and
  - iv. Substantiation of fault response and customer appointment times.

### **56.2. Definitions**

- (a) "Cloud" means the practice of using a network of remote servers hosted on the Internet to store, manage, and process data, rather than the Employer's local server
- (b) "Anonymous data" means data consisting of anonymous coordinates of the Tracking Device
- (c) "Personal data" means data that allows the identification of both the location and identity of an employee, whether directly or indirectly, at a particular point of time
- (d) "Disciplinary action" means any form of discipline.
- (e) "Live anonymous data" means anonymous data that identifies the current location of the Tracking Device
- (f) "Tracking Device" means equipment that records the location, whether directly or indirectly, of employees, whether by the use of equipment that uses Global Positioning System (GPS) or by another like means.

- 56.3. Requirements** - The Employer must comply with the following requirements in order to utilise, and continue to utilise a Tracking Device:

- (a)** Employees will be provided on written request access to available anonymous or personal data relevant to them. The request must be reasonable in the circumstances, with the reason(s) for requiring the data set out in writing. The Employer will not refuse any reasonable request. An Employee can authorise his or her nominated representative in writing to request and access this data on his or her behalf.
- (b)** Where a reasonable concern exists regarding any potential unauthorised access to personal data within the Employer or by a third party:

  - The Employer will have; or
  - Where it is a 3rd party, the Employer agrees to take all reasonable steps to require the relevant 3rd party to allow; an IT auditor, to perform external penetration tests relating to the anonymous and/or personal data. A copy of the report will be provided to the employees.
- (c)** Where possible, all anonymous and/or personal data must be deleted from all storage media within 12 months of the data being created.
- (d)** Tracking Devices, where possible, will have the function of being able to be switched off when not travelling in respect of, or performing, work. Furthermore, an employee, where possible, is allowed to switch off the tracking device when not travelling in respect of, or performing, work.
- (e)** Where possible, the Tracking Devices must no longer send any anonymous or personal data if turned off.
- (f)** An employee may request access to any available report detailing who had accessed the live anonymous data at a particular point in time. The Employer will not unreasonably refuse any request.
- (g)** All employees must be advised in writing about any Tracking Device relating to them, how it operates, what anonymous or personal data it records, who receives the anonymous or personal data, how and if the anonymous data is linked to personal data and for what periods the Tracking Device creates the anonymous or personal data.
- (h)** Personal data will not be stored on any 3rd party's server, including any cloud, unless the relevant server is in a secure place within Australia and it is solely for the purposes of access by the Employer and their authorised representatives or by legal authorities. The Employer shall provide the location of such server upon request. In the event that it is not possible to domicile the server in Australia in the circumstances, the parties will consult and seek to agree on alternative safeguards. Any difficulty or disagreement may ultimately be resolved by the Fair Work Commission under the terms of the dispute resolution procedure.
- (i)** Where possible, the Tracking Device must not create any anonymous or personal data relating to employees who are on annual or long service leave.
- (j)** The Employer must not, and cannot use, anonymous or personal data:

- i. As evidence, indirectly or directly, against an employee in applying disciplinary action to that employee or in any legal action for unfair dismissal or the like; or
  - ii. To set or assess individual performance benchmarks, or the like, for an Employee.
- (k) The Employer will bear the cost of replacement or repairs in any case that a Tracking Device is damaged unintentionally in the course of its ordinary use.

#### **56.4. Dispute Resolution Procedure**

- (a) Any disputes regarding this clause or any matter relating to the use of a tracking device shall be dealt with via the disputes procedure in this Agreement, including arbitration if necessary.

### **57. PERSONAL PRIVATE INFORMATION**

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#### **57.1. The Employer acknowledges that:**

- (a) It is in possession of a significant amount of personal information about the employees. 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.;
- (b) There is a growing risk of fraudulent and unconscionable behaviour that relies on access to PI;
- (c) It is important to properly secure PI and only release it where absolutely necessary.

#### **57.2. Accordingly, the Employer agrees that it will:**

- (a) Keep any PI in a secure location;
- (b) Only use the PI for the purposes it was provided to the Employer for;
- (c) Only use or disclose the PI to a third party where absolutely necessary and genuine;
- (d) Ensure that the persons receiving the PI are suitable persons to receive such information;
- (e) 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;
- (f) Provide any information/documents, in the control, custody or possession of the Employer, about any suspected improper use of PI to the relevant employee;
- (g) Immediately notify and disclose all information known by the Employer to the relevant employee about any improper use of PI.

## **58. CONSULTATIVE COMMITTEE**

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**58.1.** The parties at the enterprise level will negotiate the size and constitution of the committee where there is no existing arrangement.

**58.2.** The committee will conduct a review on a bimonthly basis (or as otherwise agreed).

## **59. TOOLS OF TRADE**

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**59.1.** All employees shall present themselves for work with the following tools and shall maintain them in a safe and serviceable condition. The parties to this agreement may review this list during the life of this agreement and may vary it by agreement for all, or groups of employees.

**(a)** Lift- Electrical Mechanic / Service and construction.

- i. Insulated Pliers
- ii. Long nose Pliers
- iii. Insulated side cutters
- iv. Various types and sizes of screwdrivers
- v. Hammer
- vi. Five meter measuring tape
- vii. Stanley Knife or cable stripping tool
- viii. One 6 inch adjustable spanner
- ix. One 10 inch adjustable spanner
- x. One 12 in adjustable spanner
- xi. Multigrips or vice grips
- xii. Small battery operated torch
- xiii. Cold chisel
- xiv. Hacksaw
- xv. Crimping tool
- xvi. One flat file
- xvii. One multimeter
- xviii. Tool box or bag

**(b)** Lift-Fitter / Service and Construction

- i. One 8 meter tape measure
- ii. One set of ring spanners (8mm to 24mm)



- iii. One set of open end spanners (8mm to 24mm)
- iv. Hammer (ball pein)
- v. One pair pliers
- vi. One pair long nose pliers
- vii. Adjustable square
- viii. Hacksaw
- ix. One set of screwdrivers
- x. One 15 inch adjustable spanner
- xi. One 10 inch adjustable spanner
- xii. One 6 inch adjustable spanner
- xiii. One set allen Keys
- xiv. Flat file
- xv. Round file
- xvi. Multigrips or vice grips
- xvii. Cold chisel

**59.2.** The company is responsible under this clause for the provision of all other specialised tools and equipment or consumable equipment.

## **60. COMPENSATION FOR TOOLS**

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**60.1.** Employees are to provide an annually updated, itemised tool list of their personal tooling used while working for the company as part of their employment. This list shall be reviewed by the Employee's supervisor and signed off by both parties. A copy of the list to be held in the Employees file. In the event of these tools being stolen from site or company vehicles (including personal vehicles being used for work related purposes) or in the circumstances listed in 20.3 (b) of the award the company shall replace same in full provided the following steps have been actioned:

- (a)** All reasonable steps were taken to prevent tools being stolen, including securing tools when left unattended.
- (b)** Any theft was reported to the local police and a report number obtained.
- (c)** Three quotes are obtained for the cost of replacing the tools, or the company will purchase tools on behalf of the Employee.
- (d)** Details of any theft are outlined to the Employee's Supervisor for purposes of insurance claims.
- (e)** The replacement tools are to be listed and signed off by the Employee and Supervisor. A copy of this list is to be placed on file.

## **61. TRANSITION TO RETIREMENT**

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**61.1.** The employer acknowledges employees covered by this agreement have the full rights under section 65 of the Fair Work Act, a small summary of this is as follows; the wording of the Act shall prevail.

**(a)** The following employees, after 12 months service :

- i. The employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- ii. the employee is a carer (within the meaning of the Carer Recognition Act 2010 );
- iii. the employee has a disability;
- iv. the employee is 55 or older;
- v. the employee is experiencing violence from a member of the employee's family;
- vi. the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- vii. May request the employer for a change in working arrangements relating to those circumstances.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

**61.2.** The request must:

- i. be in writing; and
- ii. set out details of the change sought and of the reasons for the change.

**61.3.** The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

**61.4.** The employer may refuse the request only on reasonable business grounds.

## **SECTION 2 - CONSTRUCTION SPECIFIC CLAUSES**

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### **62. DEFINITIONS**

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- 62.1.** “Construction” for purposes of this agreement is defined as the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the lifts , escalators, and travellers.
- 62.2.** Construction work includes employees working in the modernisation of lifts and those involved in the upgrading of lifts or escalators. Any tendered repairs (renew) work of 6 weeks’ duration or greater on-site will also be defined as construction work.
- 62.3.** Employees involved in routine servicing, performing maintenance, “on rounds”, breakdowns, tendered repairs (renew) of duration of less than 6 weeks onsite, or who are “on-call” are not covered by this section of the agreement. Those employees are covered by Section 3 of the agreement.

### **63. SITE ALLOWANCES**

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- 63.1.** The applicable Site Allowance shall be determined either by:
- (a)** Subclause 63.5 if the project is a new project of between \$3,000,000 and \$447,900,000 value and within the City of Melbourne as defined in subclause 60.7; or,
  - (b)** The amount contained in subclause 63.6 for construction projects outside of the city of Melbourne as defined in subclause 63.7 and construction projects of less than \$3,000,000 within the city of Melbourne; or
  - (c)** \$1.00 per hour for Modernisation, full replacement jobs. \$1.00 per hour for Tendered repairs(renew) over 6 weeks duration on site. Maintenance personnel carrying out regular maintenance and/or callbacks will only be eligible for this allowance if they are working on a permanent site with a Modernisation job that has gone for a duration of 8 weeks.
- 63.2.** These Site Allowances shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on construction sites including any height allowance. Any applicable allowances in this Agreement shall be applied as and when incurred, in accordance with this Agreement.
- 63.3.** These site allowances will be adjusted annually in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 month period from July to June. Increases to be rounded to the nearest 5 cents – either up or down.
- 63.4.** The Site Allowance on projects which are a combination of new and modernization or full replacement work shall be governed by the majority of work involved. For

Section 2 - Construction Specific Clauses

example, where the majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all Employees on the project.

**63.5. City of Melbourne:**

- (a) New Projects between \$3,000,000 and \$224,000,000: \$5.15 per hour worked.
- (b) Over \$224,000,000 as per subclause 63.6

**63.6.**

Victoria Project Value (\$M)	Hourly rate \$ /hour
Below \$7.6	\$1.06
\$7.6	3.20
\$7.6 - \$18.6	3.35
\$18.6 - \$37.4	3.55
\$37.4 - \$74.7	4.20
\$74.7 - \$149.3	5.05
\$149.3 - \$224.0	5.15
\$224.0 - \$298.5	5.35
\$298.5 - \$447.9	5.55
For project values above 447.9 Million there shall be an increment in site allowance of 10 cents per \$100 million or part thereof	

**63.7. City of Melbourne Boundaries:**

For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the “City of Melbourne” are defined as follows:

- (a) Commencing at the point where CityLink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, MacArthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction.
- (b) From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevard and following the water line to Lorimer Street, and the east

along Lorimer Street as far as CityLink (Western Link). Follow CityLink north to Racecourse Road to complete the boundary.

- (c) The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street and Alexandra Parade.
- (d) Where one boundary of a project fronts at least one of the above streets, then such a project is deemed to be within the City of Melbourne.

**63.8.** For the purpose of this Appendix the words ‘ project value ‘ shall mean the overall cost / sum of the whole total project from the perspective of the customer of the company and shall not mean the contract works of the company. Project Value is to include the cost of total works directly associated with construction work, including the value of any fixtures.

**63.9.** Payment of site allowance is only applicable to construction employees and is to cease upon Practical Completion of the lift(s) and/or escalator(s) (including moving walk(s)) that the said construction employees are working on. For the purpose of clarification this means that site allowance will cease when the lift / escalator in a project has achieved practical completion and can be used by the general public.

#### **64. TRAILING DECK ALLOWANCE:**

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**64.1.** Employee(s), who are working in a lift shaft(s) plus associated site works that actually incorporate a “service core trailing deck(s)” for the physical installation of the lift equipment (e.g., rails, doorframes, shaft steel work and wiring) within the service core” an additional site allowance of \$0.75 cents (flat) per hour / per man.

**64.2.** The said additional site allowance is only applicable to employees who are working in lift shaft(s) plus associated site works whilst the trailing deck is installed in their respective lift shaft(s).

**64.3.** This allowance is not applicable for site works that actually incorporate a service core trailing deck(s) installation methods (e.g. TIRAK, false car, VOK or equivalent) that use service core trailing decks for the purposes of template/hoisting/winch/wiring/ and protection

#### **65. DEMOLITION WORK ALLOWANCE:**

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**65.1.** Where employees covered by this Agreement are employed in connection with and on projects where employees of demolition contractors are performing demolition works they shall be paid an allowance as follows:

- (a) \$7.05 per hour

**65.2.** This will be adjusted annually (effective from 1 September) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 month period from July to June. Increases to be rounded to the nearest 5 cents – either up or down.

**65.3.** Where a site allowance is higher than the demolition allowance then the higher site allowance will apply

## **66. CO-INVEST LONG SERVICE LEAVE**

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- 66.1.** Construction employees will continue to have their entitlement to long service leave governed by the Construction Industry Long Service Leave Act 1983 and administered by the Construction Industry Long Service Leave Board (i.e. "Co-Invest"). Co-Invest is the recognised portable long service leave fund for all employees covered by this section of the agreement.
- 66.2.** All employees shall be registered with Co-Invest on commencement of employment. The company will comply with all aspects of Co-Invest administration including worker service returns. Contributions will be made as per Co-invest guidelines.
- 66.3.** Upon request by an employee to the company, the company shall provide for inspection all information supplied by the Company to Co-Invest for compliance purposes.

## **67. HOURS OF WORK & RDOS**

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- 67.1.** To be read in accordance with clause 10. Employee's hours of work will be 36 hours. All construction work will be covered by these hours.
- 67.2.** The ordinary working hours shall be worked in a 10 day/2 week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the Rostered Day Off (hereinafter called RDO) and shall be taken as outlined hereof. Payment on such an RDO shall include the daily Travel Allowance, and any applicable Site Allowance as prescribed by this Appendix. The hourly rate for employees shall be determined by dividing the appropriate weekly rate specified in this Agreement by 36
- 67.3.** The RDO's taken (for construction employees) will be in accordance with the approved construction industry calendar in Appendix 7 which includes public holidays and annual leave (industry shut down periods) subject to the flexibilities of this clause.
- 67.4.** The hourly rate for the purpose of the calculation of over time is the weekly all-purpose rate divided by 36.
- 67.5.** Each day of paid leave taken and any holiday occurring during any cycle of two weeks shall be regarded as a day worked for accrual purposes.
- 67.6.** To remove any doubt, the parties acknowledge that periods of annual leave do not contribute towards RDO accrual.
- 67.7.** Upon commencement of employment, employees who have not worked, or who are not regarded hereof as having worked a complete ten day/two-week cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDO's falling after their commencement of employment. Thereafter, for the duration of employment with the Company, RDO's will, subject to accrual in accordance with Clause 67, be paid in full as they occur.

- 67.8.** Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlement, and no more, has been provided. This means that employees then having received more RDO's than they were entitled to will have the relevant amount deducted from final termination payments, and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.
- 67.9.** Employees are entitled to 24 RDO's per year (24 RDO's per year in total). ), or up to 26 RDO's if no annual leave is taken within a twelve month period.

## **68. RDO FLEXIBILITY**

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- 68.1.** The application of this clause is dependent upon consultation and agreement between the Employer and a majority of the affected employees provided that agreement will not be unreasonably withheld.
- 68.2.** Flexibility in taking RDO's may be achieved by the Company and employee(s) at the site level agreeing to change the RDO to another agreed date within the work cycle.
- 68.3.** Where agreement is reached in accordance with this sub-clause and another day is substituted for the prescribed RDO, the day worked shall be treated as a normal day.
- 68.4.** Where a principal contractor closes a site the Company, after consultation and agreement with the site employees at the actual site may reschedule the RDO to be taken in line with the builder on that site.
- 68.5.** Traditionally the nature of the electrical and communications contracting industry is such that there are a range of work/tasks that are usually conducted out of hours, on weekends or when sites are not fully staffed. The type of work referred to will include (but not be limited to) the following:
- (a)** Emergency / break down work
  - (b)** Switchboard maintenance / changeover
  - (c)** Shut downs
  - (d)** Disconnection of power etc.
- 68.6.** Notwithstanding any other provision of this Agreement, when it is necessary to perform work of this nature, employees may be required to be available to undertake the work. This clause includes RDO's and RDO weekends. Any employee whose RDO is affected will take an alternative agreed day.
- 68.7.** The Company may require work to be undertaken on the prescribed or substituted RDO because of emergency conditions.
- 68.8.** Payment for RDO's will be made on the basis of time accrued. Where insufficient time has accrued, payment will only be made for the time accrued.
- 68.9.** At no time shall RDO's be cashed out except on termination of employment.

## **69. SHIFT WORK**

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- 69.1.** All Shift work performed by Employees covered under this part of the agreement will be paid at double time except Public Holiday shift work which will be paid at double time and a half.
- 69.2.** All shift work shall be worked by agreement only, no Employee shall be forced to perform shift work.
- 69.3.** After consultation with the consultative committee modernisation work employees may be required to be available to perform shift work with a minimum of 72 hours notice only for the jobs listed in Appendix 6
- 69.4.** Notwithstanding the above employees working on the modernization jobs listed in appendix 7 will not be entitled to double time for shift work they will continue to receive time and a half for shift work as per the Appendix 6

## **70. OVERTIME**

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- 70.1.** The parties acknowledge the need for reasonable overtime to be worked from time to time.
- 70.2.** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- i. any risk to employee health and safety from working the additional hours;
  - ii. the employee's personal circumstances, including family responsibilities;
  - iii. the needs of the workplace or enterprise in which the employee is employed;
  - iv. whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - v. any notice given by the employer of any request or requirement to work the additional hours;
  - vi. any notice given by the employee of his or her intention to refuse to work the additional hours;
  - vii. the usual patterns of work in the industry, or the part of an industry, in which the employee works;
  - viii. the nature of the employee's role, and the employee's level of responsibility;
  - ix. whether the additional hours are in accordance with averaging terms that applies to the employee, or with an averaging arrangement agreed to by the employer and employee;
  - x. any other relevant matter.



**71. OVERTIME/PENALTY RATE PAYMENT FOR CONSTRUCTION SECTION OF AGREEMENT**

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<b>Circumstance</b>	<b>Rate of pay</b>
Work outside spread of ordinary hours (6AM-6PM)	Time and a half first two hours, double time thereafter
Performing work beyond an 8 hour shift on any Monday-Friday day	Time and a half first two hours, double time thereafter
Saturday until 12pm	Time and a half first two hours, double time thereafter
Saturday after 12pm	Double time
Sunday	Double time
Shift work	Double time except for mods jobs listed in appendix 6, as per the appendix
Public holiday	Double time and a half
Arriving to work on a shift covered by penalty rates and shift is cancelled or such shift cancelled with less than 24 hours' notice	Minimum 4 hours pay at relevant penalty rate

**72. TRAINING**

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- 72.1.** All new construction employees covered by this Agreement will receive the "Construction Industry Basic Induction Course" and nationally accredited working at heights training.
- 72.2.** Employees who install rails or utilize any rigging equipment in the course of their employment will be put through a basic rigging course and will require a Worksafe high risk work licence in the class of basic rigging (RB) to do this work, which the company shall pay for including the 5 yearly renewals if required.

**73. INCLEMENT WEATHER (CONSTRUCTION SITES)**

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- 73.1.** This inclement weather clause sets out the full rights, obligations and entitlements of the parties and establishes the conditions under which payment for periods of inclement weather shall be made.
- 73.2. Definition**
  - (a)** Inclement weather will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like) by virtue of which it is either unsafe and / or unreasonable for employees to continue working when exposed to this weather.

- (b) For the purposes of this clause extreme high temperature will be taken to be a maximum of 35 degrees Celsius.
- (c) The 35 degrees Celsius is only to construction sites. The current Service provisions will continue to apply

### **73.3. Temperature Measurement**

- (a) Temperature will be measured by the nearest automatic Melbourne Bureau of Meteorology Monitoring Station for example (but not limited to): Melbourne, Moorabbin, Dunns Hill, Melbourne Airport & Point Wilson. At the commencement of each project, the on site management and Employee Representatives shall agree which is to be the applicable automatic weather monitoring station.

### **73.4. Working Arrangements**

- (a) It is agreed that, in the event of inclement weather consultation will be held between the parties concerned with a view to reaching agreement to continue work. On reaching agreement, steps will be taken to ensure that work can continue in a safe and secure manner.
- (b) In all cases, consideration will be given to ensuring that a safe workplace is provided and safe systems of working are employed.
- (c) The parties agree that all necessary steps will be taken to ensure that a full working understanding of the inclement weather procedures is achieved and maintained throughout the Employer's entity.
- (d) The issue of inclement weather will be discussed with all employees so they understand the following requirements.

### **73.5. Restriction of Payment**

- (a) An employee shall not be entitled to payment for inclement weather as provided for in this clause unless the employee remains on the job until the provisions set out in this clause have been observed.
- (b) The entitlement to pay for time lost due to Inclement Weather is an entitlement not limited to ordinary time lost, and does apply to overtime and / or weekend work. Should overtime or weekend work be suspended due to inclement weather, then overtime payments will cease. Subject to the provisions of this Agreement concerning minimum payment for Saturdays and Sundays.
- (c) Employees not affected shall continue to work in accordance with the appropriate Agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.
- (d) Should a portion of the project be affected by inclement weather, employees can be relocated to unaffected areas on that site.

- (e) Prior to any employee leaving the site due to inclement weather, consultation shall take place between employees or their Employee Representatives and Site Management. Any stoppage of work, or withdrawal from site, without due consultation will mean that all involved employees are denied an entitlement to payment as per this clause.

**73.6. Conference Requirement and Procedure**

- (a) The Employer, or the Employers' representative, shall, when requested by the employees or an employee representative, confer (within a reasonable period of time which should not exceed 1 hour) for the purpose of determining whether or not conditions are inclement. Any dispute about whether or not conditions are inclement shall be dealt with via the disputes procedure.
- (b) Provided that if the Employer or the Employers' representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

**73.7. Cessation and Resumption of Work**

- (a) At the time employees cease work due to inclement weather the Employer or the Employer's representative on site and the employees or their employee representatives shall agree and note the time of cessation of work.
- (b) After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

**73.8. Dewatering**

- i. Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the Employer's obligations under the OH&S Act, all non-trades employees shall assist in 'dewatering' their own work site or area if it is so affected. Such work to be paid at single time rates. Productive work will continue in areas not so affected.
- (b) Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by agreement of the parties, then dewatering will proceed as above with employees so engaged being paid a penalty rate of double time as is the case for safety rectification work.
- (c) To avoid any confusion any 'dewatering' time which prevents an employee from being engaged in their normal productive work is not included in any calculation for the purposes of determining whether an employee is entitled to go home due to wet weather.

**73.9. Requirements for work to continue on Sites affected by heat**

- (a) On days forecast at 35 degrees Celsius plus, employees must be relocated at 32 degrees Celsius, out of direct sunlight / or into operating and effective air-conditioned areas.

- (b) Once reaching 32 degrees Celsius employees will not be required to walk more than 75 metres (from the amenities, first aid etc) through affected areas.
- (c) A level 2 First Aid worker must be on site and the employees must be provided with site amenities with reverse cycle air-conditioning of a sufficient number.
- (d) Once the temperature reaches 35 degrees Celsius work will cease and workers may leave site, in all areas other than areas that have operating and effective air-conditioning systems.
- (e) Employees required for emergency work will be supplied with the appropriate protective clothing as required, sunscreen, hats, cool drinks and paid at the appropriate penalty rate of double time.
- (f) On days forecast to be 35 degrees Celsius plus, work can start at 6.00am by agreement between the Parties, notification is to take place not less than 1 hour prior to the normal finish time on the preceding day.

**73.10. Requirements for work to continue on Sites affected by wet weather**

- (a) Where employees are prevented from performing their normal work duties because it is raining, they may be relocated on site to unaffected areas (other than lunch sheds, site amenities etc) to continue work. Assembly work can continue in sheds other than lunch sheds.
- (b) Where the employees are in the sheds, because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in an unaffected area unless:
  - i. The rain stops; or
  - ii. A covered walkway has been provided; or
  - iii. The sheds are under cover and the employees can get to the unaffected area without going through the rain or areas affected by casual water.
- (c) An unaffected area must be free of falling rain and not affected by casual water or where water would not drip on the employees.
- (d) A level 2 First Aid worker must be on site and the employees must be provided with site amenities with reverse cycle air-conditioning of a sufficient number.
- (e) On days forecast to be affected by wet weather, work can start at 6.00am by agreement, notification is to take place not less than 1 hour prior to the normal Finish time on the preceding day.
- (f) Where employees are required for emergency work they will be provided with the appropriate protective clothing as required and paid at the appropriate penalty rate of double time.

**73.11. Alternate Site Relocation**

- i. On days forecast to be affected by inclement weather, employees can be transferred to unaffected sites. Notification to take place no less than 1 hour prior to work completion on the preceding day.

Requirements for work to continue during inclement weather on sites		
	Wet	Heat
Safety	A level two First Aid worker must be on site.	A level two First Aid worker must be on site.
Site Amenities	Reverse cycle Air-conditioning	Reverse cycle Air-conditioning
Walking from amenities First Aid etc to worksite	Covered walkways required Clause 73.10(b)	Once reaching 32 degrees Celsius, Maximum 75 Mtrs
On site relocation to unaffected areas.	Acceptable when rain commences. OK for assembly work to continue in sheds other than lunch sheds etc.	Relocation is acceptable either prior to or upon the temperature reaching 32 degrees Celsius Clause 73.9(a)
Determination of unaffected areas	Areas must be dry, safe and no falling rain. Clause 73.10(c)	Thermometers can be used in predetermined locations
Starting times	On days of forecast inclement weather work can start at 6.00am by agreement. Clause 73.10(e)	On days of forecast inclement weather work can start at 6.00am by agreement. Clause 73.9(f)
Casual water	Work will not continue in areas affected by casual water. Rest of site continues. Clause 73.10(a)	N/A
Requirements for Safety Work to be carried out during inclement weather on Section 2 sites.		
	Wet	Heat

Section 2 - Construction Specific Clauses

Emergency or safety work	Protective Clothing to be provided. Clause 73.10(f)	Protective Clothing to be provided, sunscreen, cool drinks etc. Clause 73.9(e)
Payment for Emergency or Safety Work.	Double Time.	Double Time
Alternate Site Relocation on Section 2 sites		
	Wet	Heat
Other site relocation	On days forecast to be affected by inclement weather, notification 1 hour prior to work completion on the preceding day. Clause 73.11	On days forecast to be affected by inclement weather, notification 1 hour prior to work completion on the preceding day. Clause 73.11
Conditions where wages will not be paid on sites		
	Wet	Heat
Unilateral cessation of work	Consultation is compulsory when requested within 1 hour. Clause 73.6(a)	Consultation is compulsory when requested within 1 hour. Clause 73.6(a)
Ambient temperature	N/A	If outside temperature is 35 degrees Celsius or greater, Work in air-conditioned or unaffected areas stops. Clause 73.9(d)
Cessation on site by employees of other companies.	If employees leave site and working conditions are available under clause 73.10	If employees leave site and working conditions are available under clause 73.9
Conditions where wages will be paid on sites		
	Wet	Heat
Cessation on site by employees of other companies.	If employees leave site and working conditions are not available under clause 73.10	If employees leave site and working conditions are not available under clause 73.9

## **74. WELFARE AND AMENITIES FACILITIES (CITY OF MELBOURNE CONSTRUCTION SITES ONLY)**

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**74.1.** The company will do everything practicably possible to ensure that adequate and satisfactory welfare and amenities facilities are available on their worksites.

### **74.2. Amenities**

- (a)** This clause is applicable only for certain construction sites (as defined below) and is not applicable for modernisation and/or servicing works.
- (b)** This clause is only applicable for new lifts / escalators being installed on construction sites in the geographical area within the City of Melbourne boundaries as defined in clause 63.7, of this Construction Section of the Agreement, in which the overall project value is \$60.3 million or above.
- (c)** The parties agree that it is the responsibility of the Builder/Head Contractor to ensure that the amenities prescribed by the Workplace Code of Practice for Building and Construction Workplaces are provided.
- (d)** A uniformly high standard of amenities and facilities such as ablution blocks, change rooms and crib sheds should be provided by the Builder/Head Contractor with the following contents

### **74.3. Contents**

- (a)** In the changing facilities, separate clothes hanging facilities for each person employed are to be provided (coat hooks only to be used).
- (b)** Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.
- (c)** Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area, and emptied regularly.
- (d)** All facilities are to be cleaned and disinfected on a regular basis.

### **74.4. Sanitary Facilities**

- (a)** Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.
- (b)** Closets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.
- (c)** Adequate washing facilities, suitably drained, and wash basins/troughs are to be supplied with hot and cold running water.
- (d)** Soap and towels are to be supplied.

## **75. METAL ENGINEERING CONSTRUCTION SITES**

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**75.1. Metal Engineering Construction Project** means all on-site work on a construction project on which the Employer carries out work covered by this Agreement in conjunction with project work that is:

- (a) Work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:
  - i) Power stations, oil refineries, terminals and depots; chemical, petrochemical and hydrocarbon plants; and associated plant, plant facilities and equipment;
  - ii) Major industrial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature;
  - iii) Plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals and the like; and/or
  - iv) Transmission and similar towers, transmission lines and associated plant, plant facilities and equipment;
  - v) Tunnels, Bridges, and Marinas.
  - vi) It does not include:
    - a. general installations of plant and equipment into; and/or
    - b. maintenance of plant and equipment in; and/or
    - c. other non-construction activities; and/or
    - d. capital project work within existing plant facilities, major maintenance and/or revamp work, plant modifications and/or shutdown work, in an existing building/structure at an establishment where products are being manufactured or services rendered.
  - vii) It further does not include:
    - a. Construction projects where the majority of workers (not including staff or management) that are intended to be engaged on the project are of a building trades nature (for e.g. a Carpenter, Concreter, Plasterer, Bricklayer, Mason, Plumber or a Labourer solely assisting the foregoing).
    - b. Work performed in the Employer's workshop which is not on a construction site.



Section 2 - Construction Specific Clauses

**75.2.** Appendix 5 will apply to these projects. .

## **SECTION 3 - SERVICE (MAINTENANCE) SPECIFIC CLAUSES**

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### **76. DEFINITION**

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"Service" is defined as those employees involved in routine servicing, performing maintenance, "on rounds", breakdowns or who are "on-call" and renew department for jobs of a duration of less than 6 weeks. They are not engaged in construction or modernization related work.

### **77. HOURS OF WORK AND LEISURE TIME**

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- 77.1.** Hours of work are thirty six (36) per week.
- 77.2.** This clause shall be read in conjunction with clause 10 of this agreement.
- 77.3.** It is recognised by the parties that quality of life is vital to employees and the Company, therefore flexibility in taking RDO's may be achieved by the changing the RDO's to another mutually convenient day in line with clause 10 of this Agreement.
- 77.4.** In line with this, it is agreed that employees will not be permitted to carry over any more than two (2) RDO's from one calendar year to the next.

### **78. SERVICE - SERVICE SPREAD OF HOURS**

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- 78.1.** Ordinary hours for an employee will be thirty six (36) hours per week over a work cycle set in accordance with clause 10 and are to be worked Monday to Friday between 6.00 am and 6.00 pm as required by the Company.
- (a)** To meet the genuine needs of the Company, the standard spread of hours (6.00 am to 6.00 pm) may be altered by up to one hour at either end. In order for this variation to occur volunteers will be sought in the first instance. In the event of a lack of required numbers of suitable volunteers or volunteers without the required skill sets, the Company reserves the right to employ suitable employees from outside of the company, who can/will be directed to perform these working arrangements.
- (b)** Any change to the spread of hours as outlined above will not affect the standard daily working period of 8 hours (7.2 plus 0.8) or the 12 hour spread of hours. Where an employee elects to alter the spread of hours, the following will apply:
- i. the employer must ensure that the agreement is in writing and is provided to the employee and their nominated representative; and
  - ii. includes the name of the employer and employee; and
  - iii. is signed by the employer and employee; and
  - iv. includes the details of the variation to the spread of hours; and

## Section 3 – Service (Maintenance) Specific Clauses

- v. includes the day on which the agreement commences and/or finishes.
- 78.2.** The employee or employer may terminate the agreement by giving the employer twenty-eight days' notice. After this time the employee will revert to the standard spread of hours.
- 78.3.** Employees may also be required to work reasonable overtime as directed by the Company.

### **79. SPECIFIC PROVISIONS FOR MAINTENANCE TASKS**

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It is agreed that the company and its employees will continue to participate in discussions so as to agree which tasks, for safety reasons, need to be performed by more than one person (Refer to Appendix 1).

### **80. INCLEMENT WEATHER**

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- 80.1.** The parties are committed to the principle that employees not affected by inclement weather can and should continue to work. As such, should a portion of the project be affected by inclement weather, all other Employees, not so affected, shall continue working in accordance with this Agreement, regardless of the fact that some Employees may be entitled to cease work due to inclement weather.
- 80.2.** Should a portion of the project be affected by inclement weather Employees can be transferred to another work location under cover or not affected by inclement weather where feasible on the site, or to another site.
- 80.3.** It is the policy of the Company that all operations are carried out in compliance with statutory requirements, established standards and the Company's principles and rules. Managers and supervisors have the responsibility at all times to maintain a safe working environment and work will be planned so as to avoid foreseeable hazardous situations and conditions.
- 80.4.** These steps must be taken in full consultation with occupational health and safety representatives as per provisions of clause 15
- 80.5.** Notwithstanding any of the above, OH&S issues will be dealt with in accordance with State Legislation

### **81. LONG SERVICE LEAVE**

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- 81.1.** In respect of their service on and from the first full pay period after March 1st 2003 employees accrue their Long Service Leave entitlements on the basis of 1.3 weeks per year of completed service.
- 81.2.** Long Service Leave will be able to be taken, when their entitlement to long service leave is greater than or equal to 13 weeks, or on a pro-rata basis at seven years or by earlier agreement between the company and the employee.

- 81.3.** In respect of their service with the company prior to March 1st, 2003 any Long Service Leave was accrued of .866 weeks per year of completed service if the employee was employed in the service section on the business.

## **82. AGREEMENT OF SERVICE OVERTIME OR SHIFT WORK**

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- 82.1.** Within the first month of this Agreement, the parties agree to introduce a Service Overtime Consultative Committee, made of equal numbers of Employees to Employers. For example; 3 nominated field Employees and 3 nominated staff Employees. The role of the Service Overtime Consultative Committee will be to consult and make decisions on matters pertaining to Service Overtime as outlined herein.
- 82.2.** Should the Company wish to introduce any shifts, the Company will first consult with the Service Overtime Consultative Committee, prior to seeking expressions of interest from existing employees. Volunteers will be sought in the first instance. In the event of lack of required numbers of suitable volunteers or volunteers without the required skill sets, the Company reserves the right to employ suitable employees from outside of the company, who can/will be directed to perform these working arrangements.

## **83. HOURS OF WORK FLEXIBILITY**

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- 83.1. Short shifts** (as required) - a short shift is defined as any temporary shift which is a week (5 days) or less in duration and which is introduced to meet a specific customer requirement, e.g. an escalator clean down or an emergency mechanical repair or T work. Seven (7) days' notice will be provided to employees required to work the short shift. Appropriate shift penalty rates will apply during the shift, with ordinary rates of pay to apply during the balance of the working week.

## **84. AFTERNOON & EVENING SHIFTS**

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- 84.1. Early afternoon shift** means a shift commencing on or after 11.00 am and before 1.00 pm, and has a shift loading of 30%.
- (a) **Afternoon shift** means a shift commencing at or after 1.00 pm and before 3.00 pm, and has a shift loading of 50%.
- (b) **Night shift** means a shift commencing at or after 3.00 pm and before 11.00 pm and has a 50% shift loading.
- (c) Each of these shifts can be 5 days or less in duration and is introduced to perform routine maintenance, Callout or repairs as requested. More specifically, the shift requirements are as follows;
- i. At least one (1) person to perform works as directed on eight (8) or nine (9) hour shifts.

- ii. The parties agree that the structure of shift work will be revised and adjusted as necessary according to prevailing business commitments.

## **85. FOUR DAY ON / FOUR DAY OFF ROSTER**

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- 85.1.** If the Employer and majority of the employees to this Agreement mutually agree to develop the implementation of a four (4) day on, four (4) day off work roster. Then it will operate as follows:
- (a)** All positions for the shift will be filled by volunteers or new Employees.
  - (b)** The intent is this afternoon shift roster will be structured around the use of 6 Employees. 3 Employees on one shift and 3 Employees on the other shift. This may at the Company's discretion be increased to 4 Employees on one shift and 4 Employees on the other shift.
  - (c)** This shift roster will require Employees to work four days on and have four days off.
  - (d)** Each Employee on the shift will be supplied with a company vehicle during their 4 day on shift (a changeover of vehicles procedure will need to be agreed with shift operatives).
  - (e)** 1 Employee per shift will be a leading hand for the shift.
  - (f)** Payment of wages is based on the actual number of days worked in a fortnightly pay cycle at the appropriate rates of pay applicable to each of the days worked. Any additional overtime worked will be paid at the appropriate rates of pay applicable to each day.
  - (g)** Each Employee will be supplied with an Field Hand Tool (or equivalent mobile telephone).
  - (h)** The shift loading for Employees working on this shift will be an extra 50% of their hourly rate applied to each hour worked Monday to Friday.
  - (i)** Weekend shift loading is 100%
  - (j)** Penalty rates are calculated from the Employees base rate of pay
  - (k)** Shift loading on a Public Holiday is 150%
  - (l)** Ordinary hours for this shift are 9 hours. Including a paid 30 minute lunch break. Any work in excess of 9 hours per shift will attract a 100% loading on the base rate of pay of the Employee.
  - (m)** Annual leave will be 5 weeks per year, and paid with shift loading the Employee would have received had they had been at work.
  - (n)** The 9 hour shifts account for the 36 hour week therefore this shift does not accrue RDO's

## **86. FOUR DAY WORK WEEK**

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- 86.1.** If this arrangement is introduced by agreement between the employer and the employees then the four (4) day work week would be worked at nine (9) hours per day over four (4) continuous work days (excluding 30 minutes meal break) and paid at normal ordinary rates of pay or 50% loading when the four (4) day work cycle is performed outside of regular working hours. No Fares and Travel Allowance will be payable on the non-working fifth day in the week. No rostered day off is accrued.

## **87. DURATION & NOTICE PERIOD FOR SHIFT WORK**

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- 87.1.** The parties to this Agreement mutually agree that an Employee if they opt into a roster will commit to at least twelve (12) months Rostered Overtime or Shift Work, or as agreed to in conjunction with the Service Overtime Consultative Committee. Should circumstances arise during this rostered period whereby the Employee is unable to work as committed, where possible at least one (1) months' notice of change must be provided to the Service Overtime Consultative Committee; where they will seek modification to the Rostered Overtime or Shift Work, or find a suitable replacement.

## **88. CREWING LEVELS FOR MAINTENANCE**

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- 88.1.** It is agreed that the company and its employee representatives will continue to participate in discussions so as to agree which tasks, for safety reasons, need to be performed by more than one person (Refer to Appendix 1).

## **89. AFTER HOURS CALL OUTS**

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- 89.1.** After hours call outs shall operate as per Appendix 8

**APPENDIX 1 - TWO MAN MAINTENANCE TASKS**

(Under Review by OH&amp;S Committee)

Task	1 Man	2 Man	Description of task
1	x		Contact building representative for comments
2	x		Check lift car functional equipment
3	x		Check car communications alarm noises and general operation
4	x		Check all motor room equipment and lubrication in general terms
5*		X	Check and lubricate guide rails and associated equipment
6		X	Test operation of all car safeties excluding undercar
7		X	Test operation of undercar safeties
8	x		Check car door operation equipment including door opening safeties from inside lift car
9*		x	Check power door operation and adjust if required
10*		x	Check lift pit operational equipment and clearances on multi lift installations
11		x	Check lift pit operational equipment and clearances on single lift installations
12	x		Check landing indication
13	x		Check emergency lighting and similar equipment
14		x	Repair of hydraulic systems (hydraulic lifts only) in pit
15		x	Check hydraulic system (not in pit)
16		x	Check landing door operation equipment on bi-parting doors
17*		x	Check landing door operation equipment
18*		x	Lubricate and check car door driving equipment
19*		x	Adjust lubricate and check car/landing door coupling equipment
20	x		Inspect all ropes and suspension equipment in motor room
21		x	Inspect all ropes and suspension equipment when in sub-floor area with limited access and/or void of approved guards.
22*		x	Inspect all ropes and suspension equipment in shaft
23		x	Check traveling flexes when mechanical removal of guards etc is required

## Appendix 1 – Two Man Maintenance Tasks

24*		x	Check will limits and slow down switches under car requirements
25*		x	Lubricate sheave bearings and various pivot points from top of car and motor room
26		x	Lubricate sheave bearings and various pivot points on underslung or basement drive units and in subfloors with limited access and/or void of approved guards
27	x		Inspect sheave grooves for wear (in motor room)
28*		x	Inspect sheave grooves for wear in shaft area
29		x	Inspect sheave grooves for wear in subfloors with limited access and/or void of approved guards
30	x		Strip clean lubricate and adjust brake
31		x	Strip clean lubricate and adjust brake on gearless lifts
32	x		Check and adjust rotating machinery couplings drives etc
33		x	Check lubricate and test safety gear equipment
34	x		Check commutators, motor electrical connections and inspect governor
35		x	Check commutators motor electrical connections and inspect governor in subfloors with limited access and/or void of approved guards
36	x		Clean controller equipment adjust contact and switches
37	x		Check overloads timers and control system operation
38	x		Check lubricate selectors floor setters etc
39		x	Check lubricate and adjust selectors floor setters etc
40*		x	Check lift well inductors and transducers
41		x	Adjust lift well indicator and transducer plates or planes
42	x		Check door valves and oil condition (hydraulic lifts only)
43*		x	Clean lift well equipment
44		x	Working in an escalator step band
45		x	Entering lift pits without access/egress devices is a two man operation

### 1.1. Unsafe Acts

- 1.1.1. It is the position of the lift industry that no person shall perform an unsafe act.



## Appendix 1 – Two Man Maintenance Tasks

- 1.1.2.** When a lift mechanic attends a job he should assess the situation and if he decides for safety requirements he needs assistance he should request and receive the same from his supervisor or manager.
  - 1.1.3.** At all times safety must be the number one priority and no lift mechanic should be subject to any pressure from management to work alone on work he reasonably considers should be a two man task.
  - 1.1.4.** It should be noted the above guide does not alleviate management of their responsibility to at all times provide a safe working environment for the company's employees,
- 1.2.** Lift Pit Access
  - 1.2.1.** It is acknowledged by the review committee that entry and exit from lift pits which are not to the latest code requirements can be a dangerous operation. As such, the lift mechanic before entering a lift pit should assess the risk and if he considers assistance is required they should call for assistance from their management
  - 1.2.2.** No lift mechanic should enter a lift pit without communication with another company representative, e.g. radio room personnel, giving an indication of time of exit from the lift Pit unless accompanied by another person.
- 1.3.** Roof Top Control and Shaft Access
  - 1.3.1.** The items marked \* if provided with roof top control and shaft access devices and adequate lighting could be done by one person after assessment and evaluation by the Lift mechanic in accordance with clause 1.1 "Unsafe Acts"

## **APPENDIX 2- SUPERVISION GUIDELINES FOR APPRENTICES WORKING ON ELECTRICAL INSTALLATIONS**

<p><b>CABLE TRAY INSTALLATION</b></p> <p>LADDER, TRAY &amp; DUCT, LADDER, TRAY SUSPENSION BRACKETS, FIXINGS</p> <p><b>CONDUIT INSTALLATION</b></p> <p>CONDUIT, CONDUIT FITTINGS (J/BOXES, BENDS, ETC).</p>	<p>FIRST YEAR DIRECT</p> <p>SECOND YEAR GENERAL</p> <p>THIRD YEAR GENERAL</p> <p>FOURTH YEAR BROAD</p>
<p><b>ROUGH-IN LIGHT &amp; POWER</b></p> <p>CATENARY WIRE/FIXINGS, BUILDING WIRE, TPS CALBES &amp; TIES, PLUG BASES. STUD BRACKETS, TIPS CABLE DRESSING (Not accessible to contract with electricity supply)</p>	<p>FIRST YEAR DIRECT</p> <p>SECOND YEAR DIRECT</p> <p>THIRD YEAR GENERAL</p> <p>FOURTH YEAR BROAD</p>
<p><b>SUBMAIN INSTALLATION</b></p> <p>CABLE PULLING, FIXINGS. (Not accessible to contact with electricity supply)</p>	<p>FIRST YEAR DIRECT</p> <p>SECOND YEAR DIRECT</p> <p>THIRD YEAR GENERAL</p> <p>FOURTH YEAR BROAD</p>
<p><b>MAINS INSTALLATION</b></p> <p>CABLE PULLING, MAIN EARTH, MAIN EARTH ELECTRODE, FIXINGS. BUSDUCT. (Not accessible to contact with electricity supply)</p>	<p>FIRST YEAR DIRECT</p> <p>SECOND YEAR DIRECT</p> <p>THIRD YEAR GENERAL</p> <p>FOURTH YEAR BROAD</p>
<p><b>DISTRIBUTION BOARD INSTALLATION</b></p> <p>INSTALL SWITCHBOARDS, LUGS, GLANDS, ALL TERMINATIONS (INCLUDING SUB CIRCUITS) FIXINGS, SERVICE PILLARS, TAKE OFF BOXES. (Not accessible to contact with electricity supply)</p>	<p>FIRST YEAR DIRECT</p> <p>SECOND YEAR DIRECT</p> <p>THIRD YEAR DIRECT</p> <p>FOURTH YEAR GENERAL</p>
<p><b>MAIN SWITCHBOARD INSTALLATION</b></p> <p>INSTALL SWITCHBOARDS, LUGS, GLANDS, ALL TERMINATIONS (INCLUDING SUB CIRCUITS), FIXINGS. (Not accessible to contact with electricity supply)</p>	<p>FIRST YEAR DIRECT</p> <p>SECOND YEAR DIRECT</p> <p>THIRD YEAR DIRECT</p> <p>FOURTH YEAR GENERAL</p>
<p><b>LIGHTFITTING AND BAKELITE INSTALLATION</b></p> <p>LIGHTS, FIXINGS, SUPPORTS, TRUNKING, SUSPENSIONS, TUBES &amp; LAMPS, SOCKET OUTLETS, SWITCH PLUGS, MOUNTING BLOCKS, PLASTER BRACKETS. (Not accessible to contact with electricity supply)</p>	<p>FIRST YEAR DIRECT</p> <p>SECOND YEAR DIRECT</p> <p>THIRD YEAR GENERAL</p>

## Appendix 2 – Supervision Guidelines for Apprentices Working on Electrical Installations

	<b>FOURTH YEAR BROAD</b>
<p><b>TESTING</b></p> <p>TESTING OF INSTALLATION FOR COMPLIANCE, LABELLING, PREPARATION OF D/B LEGENDS (Not accessible to contact with electricity supply)</p>	<p><b>FIRST YEAR DIRECT</b></p> <p><b>SECOND YEAR DIRECT</b></p> <p><b>THIRD YEAR DIRECT</b></p> <p><b>FOURTH YEAR GENERAL</b></p>
<p><b>FAULT FINDING</b></p> <p>(Accessible to contact with electricity supply)</p> <p>During the fault finding process, the supervising electrician must demonstrate to the apprentice the correct procedures for fault finding</p> <p><b>Note 1</b> – the 3<sup>rd</sup> year apprentice in the immediate presence of the supervising electrician can carry out basic fault finding task Eg. On single phase light &amp; power circuits &amp; apparatus.</p> <p><b>Note 2</b> – the 4<sup>th</sup> year apprentice can carry out basic fault finding activities. In the immediate presence of the supervising electrician the 4<sup>th</sup> year apprentice can carry out more advanced fault finding task on power and control circuits and equipment.</p>	<p><b>FIRST YEAR</b></p> <p>NOT PERMISSABLE*</p> <p><b>SECOND YEAR</b></p> <p>NOT PERMISSABLE*</p> <p><b>THIRD YEAR DIRECT</b> (See Note 1)</p> <p><b>FOURTH YEAR DIRECT</b> (see Note 2)</p>
<p><b>CONFIRMATION OF ISOLATION</b></p> <p>*The supervising electrician is responsible for the isolation of the installation.</p> <p>During the isolation process the supervising electrician must demonstrate to the apprentice the correct testing procedures for electrical isolation.</p> <p>After isolation, the supervising electrician is to ensure the apprentice carries out the testing procedures to confirm isolation, under direct supervision, before work commences.</p>	<p><b>FIRST YEAR</b></p> <p>NOT PERMISSABLE*</p> <p><b>SECOND YEAR</b></p> <p>NOT PERMISSABLE*</p> <p><b>THIRD YEAR</b></p> <p>NOT PERMISSABLE*</p> <p><b>FOURTH YEAR DIRECT</b></p>

### 1. SUPERVISION LEVELS

#### 1.1. Direct Supervision

- 1.1.1.** This means the electrician is to work with the apprentice, constantly reviewing the work practices and standard of the apprentices work. The electrician shall be readily available in the immediate area, within audible range (earshot) and where possible within visual contact of the apprentice.

#### 1.2. General Supervision

- 1.2.1.** This means the apprentice does not require constant attendance of the on site supervising electrician but requires face to face contact on site during the day with the supervising electrician to check on the work being performed and to provide the apprentice with additional instructions and assistance.
- 1.2.2.** As part of General Supervision, the supervising electrician shall provide the apprentice with instruction and direction for the tasks being performed with

## Appendix 2 – Supervision Guidelines for Apprentices Working on Electrical Installations

progressive checks and tests being made during the work being undertaken.

### 1.3. Broad Supervision

**1.3.1.** This means the apprentice does not require constant attendance of the on site supervising electrician but requires face to face contact with the supervising electrician on site to check on the apprentice and the work being carried out by the apprentice.

**1.3.2.** As part of Broad Supervision, the supervising electrician shall provide the apprentice with instruction and direction for the tasks being performed with checks and tests being made prior to commissioning and/or energizing of circuit(s) and apparatus/equipment.

### 1.4. Accessible to contact with electricity supply

**1.4.1.** This means that the person is in a position where they can personally make contact with live electrical equipment and wiring including making contact via tools or conductive material with live electrical components.

### 1.5. Application of these guidelines

**1.5.1.** The above guidelines have been developed to assist electricians and electrical contractors in providing supervision to apprentice electricians during their on the job training. The guidelines reflect the intent of “effective supervision” as defined in the Electricity Safety (Installations) Regulations 1999 and assist with the compliance of the Electrical Safety Act.

Note – Supervision practice – the goal of supervision should be to progressively diminish from direct to broad in the fourth year of the apprenticeship with the exception on conducting the activities of fault finding & confirmation for isolation. This condition is subject to successful completion of all trade school subjects by the apprentice.

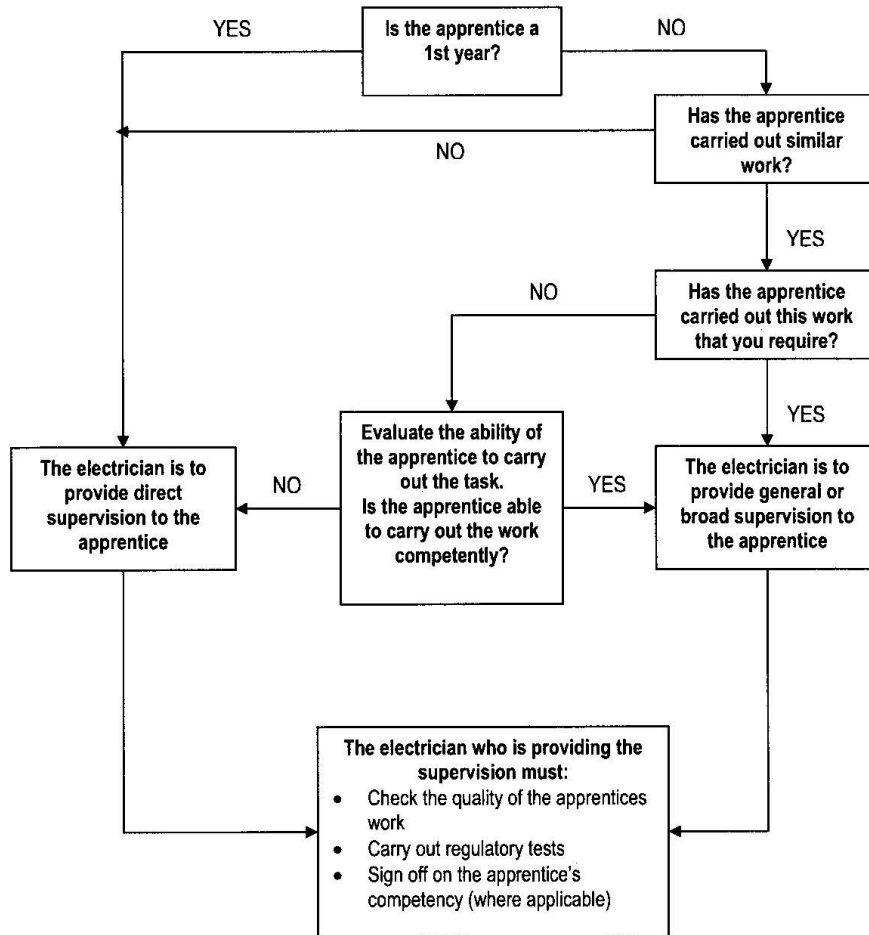
### 1.6. Not covered by these guidelines

**1.6.1.** The Occupational Health and Safety Act 1985 places a duty 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 guidelines in no way removes or limits the employer’s duty under Occupational Health and Safety legislation.

October 2007



**GUIDE TO SITE SUPERVISION OF APPRENTICES BY THE SUPERVISING ELECTRICIAN**



Energy Safe Victoria  
ABN 27 482 247 657

Level 3 Building 2  
4 Riverside Quay  
Southbank Victoria 3006

PO Box 262  
Collins Street West  
Victoria 8007

Phone (03) 9203 9700  
Fax (03) 9686 2197  
Web [www.esv.vic.gov.au](http://www.esv.vic.gov.au)



**APPENDIX 3 - WAGES & ALLOWANCE TABLES**

Wage Increase	Current Rate	1 <sup>st</sup> July 2024	1 <sup>st</sup> July 2025	1 <sup>st</sup> July 2026
Wage Increase for existing rates that exceed nominated classification rates. (3.0%PA)	N/A	3.00%	3.00%	3.00%
Classification	Current Rate			
Trades Assistant	44.27	45.60	46.97	48.37
<b>Installation</b>				
Install Electrical Mechanic	55.88	57.55	59.28	61.06
Install Electrical Mechanic – Special Class	58.34	60.09	61.89	63.74
Install Electrical Mechanic – Tester / Tuner	59.80	61.59	63.44	65.34
Testing Allowance	1.46	1.50	1.54	1.59
Mechanical Fitter	46.35	47.74	49.17	50.64
Mechanical Fitter 1	53.80	55.41	57.07	58.78
Mechanical Fitter Special Class	56.25	57.93	59.67	61.46
<b>Service</b>				
Service Electrical Mechanic	54.78	56.42	58.11	59.85
Service Electrical Mechanic – Special Class	57.19	58.90	60.67	62.49
Service Electrical Mechanic (Senior Service Mechanic)	59.80	61.59	63.44	65.34

Appendix 3 – Wage and allowance tables

Apprentices aged under 21 at commencement of apprenticeship				
Apprentice Year 1	23.47	24.17	24.89	25.64
Apprentice Year 2	30.73	31.65	32.60	33.57
Apprentice Year 3	41.91	43.16	44.46	45.79
Apprentice Year 4	49.17	50.64	52.16	53.72
Adult Apprentice				
Adult Apprentice (aged 21 or over at commencement of apprenticeship)	44.27	45.59	46.96	48.37

**Notes:**

1. Wages in the above table are inclusive of electrical license allowance, mechanical license allowance and lift industry allowance.
2. An adult apprentice will receive the greater of either the adult rate or the rate specified for the current year of their apprenticeship and trade.
3. Testing Allowance operates when an employee is required to perform testing duties, but is not classified as a tester. For clarity, this allowance is not paid to an employee who is already paid Tester / Tuner rate of pay in the table above.

Appendix 3 – Wage and allowance tables

Allowances	Clause #	Current	1 <sup>st</sup> July 2023	1 <sup>st</sup> July 2024	1 <sup>st</sup> July 2025
Fares – No Vehicle (per day)	<a href="#">41.1 (a)</a>	\$34.50	\$34.50	\$34.50	\$34.50
ACMA (per week)	<a href="#">44</a>	\$28.00	\$28.00	\$28.00	\$28.00
First Aid (per week)	<a href="#">45</a>	\$15.00	\$15.00	\$15.00	\$15.00
Meal allowance	<a href="#">43</a>	\$14.83	\$14.83	\$14.83	\$14.83
La Trobe Valley Allowance(per hour)	<a href="#">46</a>	\$2.00	\$2.00	\$2.00	\$2.00
DHSS Allowance (per hour)	<a href="#">47</a>	\$2.80	\$2.80	\$2.80	\$2.80
LAFHA with accommodation (per day)	<a href="#">48.1 (a)</a>	\$104	\$104	\$104	\$104
LAFHA no accommodation (per day)	<a href="#">48.1 (b)</a>	\$208	\$208	\$208	\$208



Appendix 3 – Wage and allowance tables

KM allowance outside the 50km radius	<a href="#">41.5</a>	\$0.53	\$0.53	\$0.53	\$0.53
KM allowance between jobs (per km)	<a href="#">41.5</a>	\$1	\$1	\$1	\$1
Site Allowance – Increase 1 September after CPI period (per hour)	<a href="#">63</a>	\$1.06	CPI increase amount and date as per clause	CPI increase amount and date as per clause	CPI increase amount and date as per clause
Demolition Allowance – Increase 1 September after CPI Period (per hour)	<a href="#">65</a>	\$7.04	CPI increase amount and date as per clause	CPI increase amount and date as per clause	CPI increase amount and date as per clause
Compensation for tools	<a href="#">60</a>	Value of tools as per clause	Value of tools as per clause	Value of tools as per clause	Value of tools as per clause

Appendix 3 – Wage and allowance tables

Redundancy Trust Deposit (per week)	<u>40</u>	\$100	\$100	\$100	\$100
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## **APPENDIX 4: CLASSIFICATIONS**

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### **Trades Assistant**

A person who assists a tradesperson in their duties and/or carries out other duties such as truck driver. A trades-assistant is a person that has not obtained a Cert 3 Mechanical Engineering Qualification and does not carry out Installation or service of equipment; and is not an apprentice.

### **Mechanical Fitter**

A person who has not obtained a Cert 3 Mechanical Engineering Qualification or equivalent, however is carrying out mechanical installation work or mechanical service/repair. These employees will have had less than 2 years Lift Industry Experience. In the service business, this person will be capable of assisting in a service repair/maintenance capacity.

### **Mechanical Fitter 1**

A person who has obtained a Cert 3 Mechanical Engineering Qualification or equivalent and is carrying out mechanical installation work or mechanical service/repair; or is a person who has no Trade Qualification but has more than 2 years Lift Industry experience and is deemed capable after Company assessment of carrying out mechanical installation work or mechanical service/repair, without assistance or to the expected level of competency.

### **Mechanical Fitter Special Class**

A person who has obtained a Cert 3 Mechanical Engineering Qualification or equivalent and is carrying out mechanical installation work or mechanical service/repair; plus has more than 2 years Lift Industry experience

### **Install / Service Electrical Mechanic**

A person who has obtained and maintains a current Victorian Unrestricted Electrical license and performs electrical work and has not had 2 years or more lift industry experience including their apprenticeship.

### **Install / Service Electrical Mechanic Special Class**

A person who holds a current Victorian Unrestricted Electrical licence and performs electrical work and has more than 2 years Lift Industry experience (apprenticeship in lift industry of more than 2 years fulfils this criteria).

### **Install / Service Electrical Mechanic (Tester / Senior Service Mechanic)**

A person who meets the minimum criteria of Install / Service Electrical Mechanic Special Class, and has at least 5 years Lift Industry experience (post apprenticeship) and is capable of testing or training in the service and repair of all lifts.

### **Note:**

#### **Assessment for the purpose of obtaining a Trade Certification or new Classification:**

*To be carried out twice-yearly at the request of the employee. The company will provide pathways and development opportunities to assist employees to progress from one level to another.*

## Appendix 4 – Classifications

*The company will cover the cost of an agreed Independent Assessor (only where applicable) and associated TAFE fees relating to obtaining Mechanical Certificate 3. Study is to be undertaken in the employees own time.*

*Note: For the purposes of the timeframes within the classification's above if an employee suffers an injury or illness which results in them being off work for an extended (aggregate) period of time (3 months or more), the timeframe within the classification may be extended equal to the amount of time lost to illness/injury after consultation with the affected employee.*

The following levels Mechanical fitter 5, Mechanical fitter 4 – Lift electrical 4, Technical services, Supervisor 1 and Supervisor 2 will be limited to the number of positions available.

## APPENDIX 5: METAL ENGINEERING PROJECTS

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### 1.1. Definition

**1.1.1. Metal Engineering Construction Project** means all on-site work on a construction project on which the Employer carries out work covered by this Agreement in conjunction with project work that is:

- a) Work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:
  - i) Power stations, oil refineries, terminals and depots; chemical, petrochemical and hydrocarbon plants; and associated plant, plant facilities and equipment;
  - ii) Major industrial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature;
  - iii) Plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals and the like; and/or
  - iv) Transmission and similar towers, transmission lines and associated plant, plant facilities and equipment;
  - v) Tunnels, Bridges, and Marinas.
- b) It does not include:
  - i) general installations of plant and equipment into; and/or
  - ii) maintenance of plant and equipment in; and/or
  - iii) other non-construction activities; and/or
  - iv) capital project work within existing plant facilities, major maintenance and/or revamp work, plant modifications and/or shutdown work, in an existing building/structure at an establishment where products are being manufactured or services rendered.
- c) It further does not include:
  - i) construction projects where the majority of workers (not including staff or management) that are intended to be engaged on the project are of a building trades nature (for e.g. a Carpenter, Concreter, Plasterer, Bricklayer, Mason, Plumber or a Labourer solely assisting the foregoing).
  - ii) work performed in the Employer's workshop which is not on a construction site.

## Appendix 5 – Metal Engineering projects

### 1.2. Application of this Clause

**1.2.1.** This Clause applies only to employees while working on a Metal Engineering Construction Project with a value greater than \$70 million.

**1.2.2.** Where this Clause applies it replaces the allowances in other parts of the agreement .

### 1.3. Tool allowance

**1.3.1.** A weekly, all-purpose tool allowance will apply for all trades persons (including apprentices) at the following rate:

	1-Oct-21	1-Mar-22	1-Oct-22	1-Mar-23	1-Oct-23	1-Mar-24
Weekly all-purpose tool allowance	32.15	32.79	33.45	34.12	34.80	35.49

### 1.4. Commissioning Allowance

**1.4.1.** Employees who are assigned to the commissioning crew on a Metal Engineering Construction Project only shall receive an extra 15% on top of their classification rate. This does not include installation tests required by AS/3000.

### 1.5. Fares and Travel

**1.5.1.** The following shall apply:

Fares and Travel							
		1-Oct-21	1-Mar-22	1-Oct-22	1-Mar-23	1-Oct-23	1-Mar-24
Provides own transport	0-40kms	45.78	46.69	47.63	48.58	49.55	50.54
Provides own transport	40-70kms	66.59	67.92	69.28	70.66	72.07	73.52
Provides own transport	70+ kms	111.32	113.55	115.82	118.14	120.50	122.91
Provided with transport	0-40kms	17.69	18.04	18.40	18.77	19.14	19.53
Provided with transport	40-70kms	28.09	28.65	29.23	29.81	30.41	31.01

Appendix 5 – Metal Engineering projects

Provided with Transport	70+ kms	38.49	39.26	40.05	40.85	41.67	42.50
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**1.5.2.** For the purposes of this subclause, distance means the distance between the on-site project location and the residential location of where the employee resides whilst engaged on the project. This includes temporary accommodation at some place other than an employee’s usual place of residence.

**1.5.3.** However, where the on-site project location is within a 60km radius of the Melbourne GPO or the Geelong GPO the following shall apply:

Fares and Travel					
Date	1-Mar-22	1-Oct-22	1-Mar-23	1-Oct-23	1-Mar-24
Provides own transport	38.20	38.97	39.75	40.54	41.35
Provided with transport	18.04	18.40	18.77	19.14	19.53

**1.6.** First Aid, Leading Hand, Living Away from Home and Meal Allowances

**1.6.1.** First Aid, Leading Hand, Living Away from Home and Meal Allowances will be in accordance the relevant clauses within this agreement.

**1.7.** Metal Engineering Construction Site Project Allowance

**1.7.1.** Major Metal Engineering Construction Projects: Metal Engineering Construction Projects with a value of \$140 million and over

**a)** For **major metal engineering construction** projects only, in recognition of the nature of such projects, a project disability allowance shall be paid at a rate of

- As from the 1<sup>st</sup> of March 2021                      \$6.25 per hour all-purpose
- As from the 1<sup>st</sup> of March 2020                      \$6.50 per hour all-purpose
- As from the 1<sup>st</sup> of March 2021                      \$6.75 per hour all-purpose

**i)** This allowance shall be deemed to compensate for all special factors and/or disabilities including, but not limited to location, heat, height, dust, confined space, dirty work and wet work and all special rates and shall be in lieu of any other allowance in this Agreement, except those expressly stated to apply in this Clause.

**1.7.2.** General metal engineering construction projects: Metal Engineering Construction Projects with a value of between \$70 and \$140 million

## Appendix 5 – Metal Engineering projects

- a) For **General Metal Engineering Construction** projects, in recognition of the nature of such projects, a Project Disability Allowance shall be paid at the applicable rate set out below:
  - b) For **General Metal Engineering** projects within the City of Melbourne, the project disability allowance shall be \$3.75 (current as at March 2017).
  - c) For **General Metal Engineering** projects outside the City of Melbourne, the project disability allowance shall be \$3.65 (current as at March 2017).
- 1.8.** The Project Disability Allowance shall be paid at the appropriate rate per hour all-purpose, to compensate for all special factors and/or disabilities on a project and in lieu of the following - confined space, wet work, dirty work, second-hand timber and fumes. Any applicable allowances in this Agreement (other than those mentioned in this Clause) shall be applied as and when incurred, in accordance with this Agreement.
- 1.8.1.** The Project Disability Allowances in this Clause are to be adjusted annually on 1 October in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 month period from July to June. Increases to be rounded to the nearest 5 cents – either up or down.
- 1.9.** City of Melbourne Boundaries
- 1.9.1.** For the purposes of determining the Project Disability Allowances in this Clause in accordance with this Agreement, the boundaries of the “City of Melbourne” are defined as follows:
- 1.9.2.** Commencing at the point where CityLink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, MacArthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevard and following the water line to Lorimer Street, and then east along Lorimer Street as far as CityLink (Western Link). Follow CityLink north to Racecourse Road to complete the boundary.
- 1.9.3.** The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street and Alexandra Parade. Where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.
- 1.10.** Severance
- 1.10.1.** This Clause only applies to employees (other than apprentices) while working on a Metal Engineering Construction Projects. To avoid doubt, the rates set out below apply instead of the normal weekly severance payment contained in this agreement.



## Appendix 5 – Metal Engineering projects

**1.10.2.** Whilst working on major metal engineering construction projects an employee contribution will be paid for each hour worked at the following rates:

- \$5.50 per hour from 1 March 2022
- \$5.65 per hour from 1 March 2023
- \$5.80 per hour from 1 March 2024

**1.10.3.** For other periods of authorised absence, such as paid leave, unpaid leave due to illness/injury, WorkCover and Income Protection, employees will be paid at the following rates:

- \$110.00 per week
- \$115.00 per week from 1 March 2022

**1.10.4.** No severance payments will be made to employees who proceed on authorised leave without pay for recreational purposes.

**1.10.5.** Whilst working on **general metal engineering construction** projects an employee contribution will be paid at the following rates:

- \$105.00 per week
- \$110.00 per week from 1 July 2022

### **1.11. Altona Area Allowance**

An employee working within a 8km radius from the intersection of Kororoit Creek Road and Millers Road, Altona, shall when employed on chemical or petrochemical plants or on commercial or industrial jobs within 1km of the nearest part of the perimeter of such plants or within the perimeter of storage tank farms, be paid an allowance of \$1.10 per hour extra (current as at 1 June 2016). This allowance will be adjusted annually (effective from 1 September) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 month period from July to June. Increases to be rounded to the nearest 5 cents – either up or down.

## **APPENDIX 6: WEST GATE TUNNEL AGREEMENT**

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**1.1** For employees performing work on or associated with the following projects:

- (a) North East Link
- (b) Westgate Tunnel
- (c) Airport Rail Link
- (d) Suburban Rail Loop

The following payments set out at clause Appendix 6, clause 1.2 to 1.5 will apply in lieu of those respective amounts contained within Part B of the Agreement. The amounts provided by clause 1.5 are in addition to any other amounts payable to employees in accordance with Section 2 of this Agreement.

**1.2 Meal Allowance**

(a) An Employee required to work overtime for one and one half (1.5) hours or more after working ordinary hours must be paid an Overtime Meal Allowance on each occasion as follows:

From the first pay period commencing on or after 1 March 2021 \$33.37

From the first pay period commencing on or after 1 March 2022 \$34.70

From the first pay period commencing on or after 1 March 2023 \$35.74

This clause applies in lieu of Section 2, clause 43 of this Agreement.

**1.3 Travel Allowance**

(a) A payment shall be made for each day worked, including RDOs, for daily fares and travel as follows in lieu of the amounts that would otherwise be provided by Section 2, clause 41 of this Agreement:

From the first pay period commencing on or after 1 March 2021 \$51.00 per day

From the first pay period commencing on or after 1 March 2022 \$53.00 per day

From the first pay period commencing on or after 1 March 2023 \$55.00 per day

**1.4 Site Allowance**

(a) Site allowance will be paid to employees at a flat hourly rate for all hours worked on site, including RDOs, at the following rate in lieu of the amount that would otherwise be provided by Section 2, clause 63 of this Agreement:

From the first pay period commencing on or after 1 March 2021 \$9.70 per hour

From the first pay period commencing on or after 1 March 2022 \$10.35 per hour

From the first pay period commencing on or after 1 March 2024 \$10.75 per hour

**1.5 Special Project Productivity Allowance**

(a) An all-purpose special project productivity allowance will be paid to employees per hour at the following rate:

From the first pay period commencing on or after 1 March 2021 \$3.00 per hour

From the first pay period commencing on or after 1 March 2022 \$3.50 per hour

From the first pay period commencing on or after 1 March 2023 \$4.00 per hour

## **APPENDIX 7: RDO CALENDAR FOR CONSTRUCTION**

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Follow Current RDO calendars as found on ETU website.

[www.etuVIC.com.au](http://www.etuVIC.com.au)

[Contracting RDO Calendar \(etuVIC.com.au\)](http://www.etuVIC.com.au)

## **APPENDIX 8 - AFTER HOURS SERVICE CALL OUTS**

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- 1.1.** Employees with company vehicles are expected to be available to attend after hours call outs as per the Weekday & Weekend Afterhours Call Out Rosters.

(Note; each Weekday & Weekend Roster will not operate independently with separate crews.)

**1.1.1.** Weekday Afterhours (Night-Call) Roster

- a)** Call out times for the weekday night-call roster as follows;
- b)** Commences Monday 4:30pm to 8:00am (next day) and continues daily, concluding Friday 7:30am
- c)** The manning level may be reviewed depending on business needs.
- d)** Standby Payment is \$40 per night.
- e)** Callout Payments are paid 3 hours double-time for the first Callout in any 3 hour window and thereafter subsequent Callouts will be paid at 2 hours double-time. The payments will be in 3 hour windows regardless of callout quantities given or completed. Afterhours Callouts to multiple units on the same site is deemed one Callout.

**1.1.2.** Weekend Afterhours (Night-Call) Roster

- a)** Callout times for the weekend night-call roster as follows;
  - i)** Friday 12:00am to Saturday 8:00am
  - ii)** Saturday 8:00am to Sunday 8:00am
  - iii)** Sunday 8:00am to Monday 8:00am
- b)** The manning level may be reviewed depending on business needs.
- c)** Standby Payment is \$75 per night.
- d)** Callout Payments are paid 3 hours double-time for first Callout in any 3 hour window and thereafter subsequent Callouts will be paid at 2 hours double-time. The payments will be in 3 hour windows regardless of callout quantities given or completed. Afterhours Callouts to multiple units on the same site is deemed one Callout.

- 1.1.3.** Payment commences when an Employee receives a Callout. Employees may be given all available Callouts at any given time, and this will allow them to determine best routing and priority.

- 1.1.4.** It is expected that each afterhours Callout activity is ended and “closed” when leaving site to ensure the Customer Service Centre has the latest Callout completion information.

## Appendix 8 – After Hours Service Call Outs

- 1.1.5.** As per the current process, all attempts must be made to repair the unit for normal operation. If the unit is to remain off the employee must contact the duty supervisor prior to leaving site
- 1.1.6.** It is a requirement that any Employees on Standby are available and their supplied phones switched on to assist in situations where other Employees require support.
- 1.1.7.** Employees must be released after completion of Afterhours Callout Overtime until the employee has had 10 hours off-duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the Company, an employee resumes or continues to work without having had 10 consecutive hours off-duty, the employee must be paid at double-time until the employee is released from duty for such period and will then be entitled to be absent until the employee has had 10 consecutive hours off-duty without loss of pay for ordinary working time occurring during such absence.
- 1.1.8.** Stand by allowance on a public holiday is \$150.

Signatories

## SIGNATURES

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For **Lift three Pty Ltd (ABN: 67 670 630 225)**:

Signature: 

Date: 01/07/2024

Signatory Name: Michael Fox

Signatory Address: 43 Telford Street, Virginia, Q4014

Basis of signatory's authority to sign the agreement: HR Manager

For the Employees: **ETU - Electrical Trades Union Victoria Branch (CEPU)**:

Signature: 

Date: 2 July 2024

Signatory Name: Troy Gray

Signatory Address: Level 1, 200 Arden Street, North Melbourne VIC 3051

Basis of signatory's authority to sign the agreement: State Secretary

The above person is a bargaining representative in accordance with Division 3 of the *Fair Work Act 2009*.