

dormakaba Australia Pty Ltd
Service Electricians

ENTERPRISE AGREEMENT 2024

1. TITLE

This Agreement shall be known as the dormakaba Australia Pty Ltd Service Electricians Enterprise Agreement 2024.

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3. AREA AND SCOPE

This Agreement shall apply only to Service Electricians of the Company within the State of WA.

4. PARTIES BOUND

This Agreement is between:

- a) dormakaba Australia Pty Ltd ABN 14 067 969 466 ("the Company"); and
- b) Employees of the Company when they are engaged in one of the classifications contained in Annexure One; and
- c) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU).
- d) This Agreement is limited to Service Electricians of the Company within the State of WA.

5. DATE AND PERIOD OF OPERATION

- a) This Agreement shall commence operation seven (7) days after approval by the Fair Work Commission and shall have a nominal expiry date of 30 June 2027.
- b) This Agreement shall continue to operate after its nominal expiry date until terminated or replaced.
- c) This Agreement shall stand alone and no other collective agreement, award, pre-reform certified agreement, preserved state agreement or notional agreement preserving state awards shall have any effect in relation to employees covered by this agreement while this agreement is in operation, after its nominal expiry date until terminated or replaced.
- d) To avoid doubt, the Workers Compensation and Rehabilitation Act 1981 as amended from time to time, shall have full effect and nothing in this Agreement shall operate to vary or exclude the operation of that Act.

6. NO EXTRA CLAIMS

During the term of this Agreement the parties will make no extra claims for any changes in the terms and conditions of employment including remuneration. The parties agree that this Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment relationship.

7. CONSULTATIVE COMMITTEE

- a) The Company will facilitate the establishment of a Consultative Committee to monitor and administer this Agreement.

- b) The Consultative Committee may be made up to two (2) Company and two (2) Employee Representatives.
- c) The Consultative Committee may meet each quarter to review the implementation and application of this Agreement and to raise, discuss and resolve matters or issues that are relevant to this Agreement, the Company's business and employees.
- d) Decisions made by the Consultative Committee must have majority acceptance. The Company shall keep a copy of this Agreement in a convenient place in the workshop and on work sites.

8. SEVERANCE

- a) It is agreed that the Employer will make weekly Severance payments of \$75 (payable on a monthly basis as determined by PROTECT) to the PROTECT Severance Fund for all Employees covered by this Agreement.
- b) The Employer severance contribution provided for in this clause will be set off against the redundancy entitlements that would otherwise apply under the NES, provided that where the Employer has not made sufficient contributions into the employee's Severance fund to satisfy these obligations, the Employer shall make up the difference and pay the said employee at the time of termination. This clause applies regardless of whether the employee is actually paid a benefit from the fund at the time of the redundancy or elects not to claim a severance payment at the time of redundancy.
- c) The provisions of this clause shall not apply to casual employees or service as an apprentice. Service as an apprentice does not limit how service of apprentices will be addressed in relation to the entitlement to redundancy pay under the National Employment Standards.

9. PROBATIONARY PERIOD

- a) All weekly paid employees will be initially engaged for a six month period of probationary employment for the purpose of determining the employee's suitability for ongoing employment.
- b) An employee on probation may be terminated during the probation period by one week's notice on either side or by payment in lieu thereof.
- c) The probation period forms part of an employee's service for all purposes of this Agreement except where otherwise specified in the Agreement.

10. TERMINATION OF EMPLOYMENT

Employment may be terminated:

- a) In the case of casual employees, by either party giving on hours' notice;

- b) Without notice by the Company for serious misconduct; or
- c) With notice or payment in lieu of notice prescribed by the table below in any other circumstance when the Company gives an employee notice; or
- d) By either party giving notice as outlined below:

| Employees period of continuous service with the Company | Note Period |
|--|--------------------|
| Casuals | 1 hour |
| During Probation (up to 6 months) | 1 week |
| More than 6 months but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

If an employee is over 45 years of age and has been employed by the Company for more than 2 years at the time of termination, the Company must provide that employee with a further weeks' notice in addition to the period specified in Clause 10.d).

Termination by the Company without notice:

- e) Nothing in this clause affects the Company's right to dismiss an employee without notice for serious misconduct or a serious breach of this Agreement, in which case the employee is only entitled to be paid for the time worked up to the time of dismissal.
- f) Serious misconduct involves an employee deliberately behaving in a way that is inconsistent with continuing their employment. Examples include: causing serious and imminent risk to the health and safety of another person or to the reputation or profits of their employer's business, theft, fraud, assault, sexual harassment or refusing to carry out a lawful and reasonable instruction that is part of the job.

Temporary employee:

- g) If an employee is employed for a specific term or on a seasonal basis (as stated in the employees offer of employment), employment shall automatically cease upon the expiration of the term specified, or season, or otherwise in accordance with the terms in the employees letter of appointment.

Failing to give required notice:

- h) If an employee fails to give the required notice or fails to work out the required notice period, the Company may deduct from monies owing to the employee upon termination an amount equivalent to the salary or wage the employee would have earned for working the balance of the required notice period.

Return of Property:

- i) Upon termination employees shall immediately return all property to the Company.

Employer Notice:

- j) Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.

The time off is to be taken at times that are convenient to the employee after consultation with the employer.

11. CASUAL EMPLOYEE

- a) A casual employee, other than an irregular employee, who has been engaged by the Company for a sequence of periods of employment under this Agreement during a period of six months, thereafter has the right to elect to have their contract of employment converted to full time or part time employment if the employment is to continue beyond the conversion process.

12. DEFINITIONS

The following definitions shall apply to this Agreement:

- a) **“Commercial Sector of the Building, Construction and Electrical/Communications Contracting Industry”**, includes the wiring, repair, service and installation of electrical/communications work on buildings, structures and amenities used for commercial purposes, including fit out works, refurbishment and renovations, commissioning on office buildings, shops, offices, hotels, motels, apartment buildings, shopping centres, sports venues/facilities, hospitals, medical centres, prisons, quarantine and detention centres, airports, aged care/retirement homes, data centres, schools/colleges/universities, renewables of solar, battery storage, wind, Stand Alone Power Systems (SAPS) and EV charging, all public transport infrastructure, roadworks, defence facilities, ports and facilities associated with those developments (including car parks and infrastructure) for which Australian Standards of electrical work are applied. It does not include the private residential housing sector.
- b) **“Licensed Electrical Installer”** means an employee who holds a current A Grade Electrical Workers Licence issued by Energy Safety in Western Australia and who is engaged in the installation of electric lighting, electric meters, bells, telephones or motors and apparatus used in connection therewith and includes an employee engaged in running, repairing or testing of conductors used for lighting, heating or power purposes but does not include an employee who is a linesperson or a meter fixer.
- c) **“Comms Tech-CT1 Category”** installs radio, communications and related equipment under supervision and who may hold or be willing to gain an ACA Licence. CT1 will be paid 88% of the hourly rate of the Licensed Electrical Installer.
- d) **“Comms Tech-CT2 Category”** installs radio, communications and related equipment under minimum supervision and who holds an ACA Licence. CT2 will be paid 91% of the hourly rate of the Licensed Electrical Installer.
- e) **“Comms Tech-CT3 Category”** will be paid 95% of the hourly rate of the Licensed Electrical Installer and is working at a level beyond CT2, carrying out fault finding and repairs on the above referenced systems. They will be vendor accredited and who may hold an electrical licence and/or be trade recognized in Communications/Electro technology.

- f) **"Trade Assistant"** shall mean an employee directly assisting any other employee covered by this Agreement.
- g) **"RDO"** means a rostered day off accrued in the same manner as outlined in Clause 13.q) of this Agreement.
- h) **"Casual employee"** a casual employee is defined as an employee who is engaged and paid as such.
- i) A **part-time employee** is an employee engaged and paid as such.

13. GENERAL PROVISIONS

- a) The Company shall pay rates weekly, as prescribed in Annexure One, item (A) of this Agreement.
- b) A **Site allowance** of \$2.50 per hour when working on construction sites for more than 4 hours.
- c) Where an employee holds an **Austel license** and is required to perform work for which that license is required; the employee shall be paid an Austel allowance of \$5.00 per day or part thereof.
- d) **Ordinary hours** for a full time employee will average thirty-eight (38) hours per week over a defined work cycle and are to be worked Monday to Friday between 6.00am and 6.00pm as required by the Company. Employees may also be required to work reasonable overtime as directed by the Company. The ordinary hours for a part time employee will average less than 38 hours per week. The ordinary hours of work shall be consecutive except for an unpaid meal break which shall not exceed half of one hour. A daily rest period of ten (10) minutes duration (from the time of ceasing to the time of resumption of work) shall be allowed each morning at a time agreed by the Company.

Meal Breaks and Rests

- e) **An employee**, other than a shift worker, is entitled to an unpaid meal break of not less than 30 minutes after every six (6) hours worked.
- f) A **shift worker** will be entitled to a paid meal break of 20 minutes per shift.
- g) **Meal breaks** will be at the discretion of the Company.
- h) Provided that an employee must not be compelled to work for more than six hours without a break for a meal. Where possible the normal meal break should be as near as practicable to the middle of the period of duty or shift in lieu of thereof.
- i) Except as provided in Clause 13. j), for all work done during the normal meal break and thereafter until a meal break is allowed, time and a half must be paid.
- j) Subject to the provisions of Clause 13.5 (e), (f), (g) and (h), an employee employed on regular maintenance work must work during meal breaks at the ordinary rate of pay herein prescribed

whenever instructed to do so, for the purpose of making good breakdowns of plant or upon routine maintenance of plant, which can only be done while such plant is idle.

- k) Employees may also be required to work reasonable overtime as directed the Company. Where an employee is required to work one and one half (1.5) hours or more overtime after normal ceasing time and additional paid rest period of fifteen (15) minutes shall apply and may be taken after the normal ceasing time as agreed with the Company.
- l) The Company and employee may agree to any variation of Clause 13.5 (k) to meet the circumstances of the workplace, provided that the Company is not required to make any payment in excess or less than what would otherwise be required under this Clause.

Reasonable Overtime

- m) Subject to Clause 13.6 (n), the Company may require an employee to work reasonable overtime at overtime rates.
- n) 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 the employee's health and safety;
 - ii. The employee's personal circumstances including any family responsibilities;
 - iii. The needs of the workplace or enterprise;
 - iv. The notice (if any) given by the Company of the overtime and by the employee of their intention to refuse it; and
 - v. Any other relevant matter.
- o) An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee does not have at least ten (10) consecutive hours off duty between those times shall, subject to this paragraph, be released without loss of pay for ordinary working time occurring during such absence.

If, on the instruction of the Company, and by agreement, such an employee resumes or continues work without having had such ten (10) consecutive hours off duty the employee shall be paid at double rates until they are released from duty for such period and shall then be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- p) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work overtime shall be supplied with a meal by the employer or be paid \$16.41 for such meal and for a second or subsequent meal if so required. No such payment shall be made to any employee living in the same locality as their place of work who can reasonably return home for such meals. If an employee is notified to work overtime in accordance with this clause and the overtime is cancelled on the particular day they shall be paid \$16.41 for providing the meal.
- q) Working hours will be arranged on a system which provides for an employee to accrue one rostered day off over a four (4) calendar week work cycle. This will be done by the employee

working forty (40) ordinary hours each week, being paid thirty-eight (38) hours ordinary pay and accruing two (2) hours ordinary pay towards a rostered day off.

- r) It is agreed that the Company and employees will maintain flexibility in the planning and taking of RDOs to cover work requirements and the employer will not unreasonably withhold a request by an employee to take an RDO. Employees can also choose to have any unused RDOs paid out at the end of the calendar year.

Employees will:

- Undertake the work required of them on a Project in a diligent, flexible and cooperative manner;
- Support the Consultative Committee as outlined in this Agreement;
- Agree to abide by the Company's policies and procedures, and the provisions of this Agreement.

14. PAYMENT OF OVERTIME

- a) Subject to the provisions of this sub-clause, all work performed outside of the ordinary hours of any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- i. Work performed on Saturdays prior to 12.00 noon shall be paid for at the rate of time and a half the first two hours and double time thereafter.
 - ii. Work performed on Saturdays after 12.00 noon or on Sundays shall be paid for at the rate of double time.
 - iii. Work performed on any day prescribed as a holiday under this Agreement shall be paid for at the rate of double time and a half except when another day is substituted in accordance with Clause 26 – Public Holidays.
 - iv. An employee who works on a Saturday, Sunday or holiday shall be paid for at least four (4) hours at the appropriate overtime rate except as provided in sub-clause (c) hereof.
- b) In computing overtime each day shall stand alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this sub-clause.
- c) The provisions of this clause do not operate so as to require payment of more than double time rates, or double time and a half on a holiday prescribed under this Agreement for any work.

Shiftwork

Definitions for the purposes of this Agreement:

- d) **"Night shift"** means any shift where ordinary hours finish after midnight and at or before 8.00am.
- e) **"Rostered shift"** means a shift of which the employee concerned has had at least 48 hours' notice. Prior to shift work being worked, the Company shall consult with and seek agreement with relevant employees to volunteer to work shifts and subject to the employees who volunteer

having the appropriate skills, shall utilise those employees to work the required shifts.

If there are insufficient employees who volunteer, the Company has the right to seek volunteers from amongst employees on other of the Company's work sites and subject to the employees who volunteer having the appropriate skills, shall utilise those employees to work the required shifts. If there are still insufficient employees who volunteer the Company may pursue the issue through the disputes resolution process in this Agreement. Shift work will be worked and paid for in accordance with this sub-clause.

- f) **"Shift work"** is deemed to be any arrangement of working hours where the majority of the ordinary hours are worked outside of the spread of hours specified in Clause 13 (d) hereof and when employees are working as such.

Ordinary hours for shift employees will average thirty-eight (38) hours per week over a defined work cycle and will not commence before 8.00pm on Sunday night. The day on which the majority of ordinary hours on the shift fall, shall be deemed as the day on which the total shift is worked.

The consecutive nature of shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday or RDO or on any public holiday.

The ordinary hours on each night shift will include a paid meal break not exceeding twenty (20) minutes. The Company may stagger the time of taking a meal break to meeting operational requirements.

Overtime

- g) All time worked by a Shift Worker in excess of, or outside of, the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, shall be paid for at the rate of double time. Provided that this shall not apply when the overtime is worked by arrangement between the employees, themselves, or for the purpose of effecting the customary rotation of shifts.

Minimum Payment

- h) An employee required to work overtime on a Saturday, Sunday, RDO or public holiday prescribed in the Agreement must be paid a minimum of four hours appropriate penalty rate.

Shift Allowance

- i) An employee whilst on **afternoon or night shift** as defined in Clause 14.4 (d), (e), (f), must be paid for such shift at 115% for afternoon shift and 125% for night shift of the employee's ordinary hourly rate.
- j) An employee who works on an **afternoon or night shift** which does not continue for at least 5 successive afternoons or nights must be paid for such shift at 150% of the ordinary hourly rate for the first 2 hours and 200% of the ordinary hourly rate thereafter.
- k) An employee is on **permanent night shift** when the employee:
- i. during a period of engagement on shift, works night shift only;
 - ii. remains on night shift for a longer period than 4 consecutive weeks; or

- iii. works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle.
- l) An employee on **permanent night shift** must, during such engagement period or cycle be paid 130% of the employee's ordinary hourly rate for all ordinary hours worked on the night shift.

Saturdays

- m) Employees working shifts between midnight on Friday and midnight on Saturday shall be paid at the minimum rate of double time for ordinary hours of work.

Sundays and Holidays

- n) Subject to this sub-clause, the provisions of Clause 26 of this Agreement shall apply to Shift Workers. Where shifts commence between 11.00pm and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or holiday, that shift, the major portion of which falls on a Sunday or a holiday, shall be regarded as the Sunday or holiday shift.

Five Successive Shifts

- j) Shift Workers who work on any afternoon or night shift which does not continue for at least five (5) successive afternoons or nights shall be paid at overtime rates during such shift in lieu of the shift loading.

15. LEADING HAND ALLOWANCE

In addition to the appropriate rates shown in Annexure One of this Agreement, a leading hand shall be paid:

| | |
|---|------------------|
| a) If placed in charge of not less than three and not more than ten other employees | \$36.68 per week |
| b) If placed in charge of more than ten and not more than twenty other employees | \$53.97 per week |
| c) If placed in charge of more than twenty other employees | \$72.86 per week |

16. FIRST AID ALLOWANCE

An employee holding a current Workplace First Aid and Advanced Resuscitation qualification of the St John Ambulance Association or a current Intermediate First Aid qualification of the Australian Red Cross Society shall be paid a flat allowance of \$21 per week if they are appointed in writing by the Company to perform first aid duties in addition to their usual duties.

17. PROVISION OF TOOLS

- a) All employees including apprentices are required to provide the following tools needed to carry out their trade and maintain them in a safe and serviceable condition:
- i. Insulated pliers
 - ii. Voltage tester/test lamps
 - iii. Insulated side cutters
 - iv. Full set of various types of sizes of screwdrivers
 - v. Long nose pliers
 - vi. Claw hammer
 - vii. 5m tape measure
 - viii. 150mm spirit level
 - ix. Cable stripping tools
 - x. Variable set
 - xi. Square
 - xii. Key hole or plaster saw
 - xiii. Files
 - xiv. 6 inch adjustable spanner
 - xv. 6 inch adjustable spanner
 - xvi. Multigrips or vice grips
 - xvii. Chalk string line
 - xviii. Battery operated torch
 - xix. Mash hammer
 - xx. Cold chisels
 - xxi. Wood chisels
 - xxii. Hacksaws
 - xxiii. Tin snips
 - xxiv. Crimping tools
 - xxv. Tool box
- b) The Company is responsible under this Clause for the provision of specialized tools and equipment or consumable equipment including the following:
- i. All power tools
 - ii. Specialised crimping and termination tools
 - iii. Consumables, hacksaw blades, drill bits, knife blades
 - iv. Battery operated tools (other than as specified above)
 - v. Specialised test equipment
- c) The Company shall when practicable, provide and waterproof and secure place, on each job, for the safe- keeping of an employee's tools when not in use.
- d) The Company shall indemnify an employee in respect of any tools of the employee stolen, if the Company's failure to comply with this sub-clause is a material factor in contributing to the stealing of the tools.

18. SUPERANNUATION

- a) The Company will pay the required contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 into an approved superannuation fund on behalf of the employee in accordance with the relevant legislation.
- b) Upon commencement of employment with the Company a new employee may request in writing to have a component of the employee's wage sacrificed as an additional contribution to the one of the above funds. In order for the request to be approved, the employee's request must be made before the employee commences any work under their contract of employment and may be adjusted once a year only in July each year.
- c) Current employees may make a written request to have a component of the employee's wage sacrificed as an additional contribution to their complying fund. The Company will comply with the request provided that it is made by the employee before 1 July in any year. Current employees may also request an adjustment to sacrificed amounts once a year only in July each year.
- d) Where an employee elects to salary sacrifice, the employee will receive less actual pay than their classification rate specified in this Agreement equivalent to the portion sacrificed.
- e) To be eligible to participate in the salary sacrifice arrangements outlined above, an employee cannot be an apprentice or a casual employee.
- f) Where an employee chooses to sacrifice an amount of their salary, the employer's contribution will be made as the relevant percentage of the employee's pre sacrifice salary.

19. LONG SERVICE LEAVE

Long Service leave will be paid under the relevant state or territory legislation.

20. INCOME PROTECTION

- a) The Company has implemented a policy of income protection with PROTECT for employees covered by this Agreement.
- b) From the commencement of this Agreement the Income Protection Policy implemented by the Company provides the following (the values are subject to revisions in accordance with PROTECT amendments):
 - i. Cover for 100% of an eligible employee's average income or \$1,400 whichever is less for 104 weeks applying to non-work related or personal injury or sickness unless it relates to an injury sustained while participating in organized amateur sport or "extreme sport" in which case it be limited to 13 weeks. The employees shall be covered for workers compensation top-up;
 - ii. An excess (waiting) period of 14 days applying to personal injury or sickness;
 - iii. The general insurance code of practice applies including operation of a claims review panel run by Insurance Enquirer's and Complaints Ltd;
 - iv. Rehabilitation assistance subject to the approval of PROTECT;

- v. Lump sum capital benefit payments in the event of certain broken bones or serious trauma injuries;
- vi. Lump sum payments for accidental dental injuries; and
- vii. Other benefits as provided by PROTECT

21. TRAVEL ALLOWANCE

- a) An employee who is not provided with Company transport and is, therefore, required to travel to work in the employee's own vehicle or other form of transport shall be paid an allowance in accordance with the provisions of this sub clause.
- b) This allowance shall not be taken into account in calculating overtime, penalty rates, annual leave, sick leave or any other leave but shall be payable for any day upon which the employee, in accordance with the Company's requirements, works or reports for work or allocation of work.
- c) On jobs measured by radius from the General Post Office, Perth situated within the area of:

| Distance | Amount |
|---|---------------|
| Up to and including 50 kilometre radius | \$37.50 |
| Over 50 kilometres up to and including 60 kilometre radius | \$42.30 |
| Over 60 kilometres up to and including 75 kilometre radius | \$53.30 |
| Over 75 kilometres up to and including 90 kilometre radius | \$68.80 |
| Over 90 kilometres up to and including 105 kilometre radius | \$83.55 |

22. CAR ALLOWANCE

- a) Where an employee is required and authorised to use their own motor vehicle in the course of their duties the employee shall be paid an allowance of \$1.05 per kilometre traveled. Notwithstanding anything contained in this Clause the Company and the employee may make any other arrangement as to car allowance not less favourable to the employee.

23. ANNUAL LEAVE

- a) Full time and part time employees are entitled to 4 weeks annual leave after 12 months completed service in accordance with the following.
- b) Subject to this clause, an employee's entitlement to annual leave accrues on the basis at the rate of 1/13 of the number of ordinary hours during each 4 week period. Any time in respect to which an employee is absent from work, except time for which they are entitled to claim workers Compensation to a maximum of two weeks in any year or entitled to sick pay or time spent on holidays or annual leave as prescribed in this Agreement, shall not count for the purposes of determining their right to annual leave.
- c) Annual leave does not accrue during any period of unpaid leave.
- d) Annual leave is paid at an employee's ordinary rate of pay plus a loading of 17.5%. Where an employee's employment terminates the employee shall be entitled to be paid any untaken accrued annual leave that has been credited to that employee. The leave loading will also be

paid upon termination in accordance with the National Employment Standards and the Fair Work Act 2009.

Annual leave can be taken:

- i. By an employee requesting to take some or all of the annual leave which has been credited to the employee, subject to authorisation by the Company. The Company will not unreasonably refuse a request to take annual leave credited to an employee; however authorisation is subject to the operational requirements of the workplace; Provided that if an employee has more than 4 weeks leave accrued they can, subject to the operational requirements of the Company, take the excess after the 4 weeks, or part thereof, at any time after giving the Company 2 weeks' notice of their intention to do so.
 - ii. By the Company directing an employee to take accrued annual leave in excess of four (4) weeks by giving a minimum of 2 weeks' notice.
- e) Where the Company shuts down all or any part of the business employees may be required to take accrued annual leave. If an employee does not have any annual leave accrued that employee will be required to take leave without pay.
 - f) The Company may direct an employee to take annual paid leave if the employee has accrued more than either six weeks and the employer and employee are unable to reach agreement on taking of the leave. The Company must give an employee at least 28 days' notice prior to the date the employee is required to commence the leave. The amount of leave the employee is directed to take must be no greater than 25% of the amount of leave accrued.
 - g) The Company and employee may agree that the employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension, e.g. it may be agreed the leave period is doubled taken on half pay.
 - h) An employee may agree with the Company to take annual leave in advance of entitlements. Where this occurs, the employee's leave balance will be reduced by the amount equivalent to the leave taken in advance as the employee's entitlement to paid annual leave accrues. The Company may deduct from the employee's termination payments, leave taken in advance where the entitlements to that leave has not accrued as at the date of termination.
 - i) Any untaken leave in one year cumulates to the next year.

Shift Worker

- j) For the purpose of the additional week of annual leave provided for in the National Employment Standards, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

Casual Exclusion

- k) This clause does not apply to casual employees.

24. PERSONAL / CARER'S LEAVE

- a) Full time employees are entitled to 10 days personal/carer's leave each year and part time employees are entitled to a pro-rata of this entitlement depending on their hours worked.
- b) Personal/carer's leave does not accrue during any periods on unpaid leave or absences.

- c) An employee who falls sick when on annual leave will be paid sick leave in lieu of the annual leave upon providing medical certificate (or statutory declaration in lieu of).
- d) The provisions of this clause with respect to payment do not apply if an employee is receiving worker's compensation.

Sick Leave

- e) If employees are unable to attend or remain at their place of employment during the ordinary hours of work, for reasons of personal ill health or injury such employees shall be entitled to payment during such absences in accordance with this clause. Paid sick leave is deducted from an employee's accrued entitlement to personal/carer's leave.
- f) To be entitled to sick leave, an employee must advise the Company as soon as reasonably practical of their inability to attend work because of personal illness or injury. Whenever possible employees should advise the Company at least 2 hours prior to the commencement of their shift and indicate the expected duration of their absence.
- g) For all absences due to illness or injury over two days or after two such absences in one year of service, if requested by the Company, that the next and subsequent absences in that year if any, shall be accompanied by a certificate, employees must provide a medical certificate indicating that they are/were/will be unfit for work during the period because of personal illness or injury. In the event that it is not reasonably practical to obtain a medical certificate a statutory declaration must be provided detailing the same information. This must be provided to the Company as soon as reasonably practical.

Carer's Leave

- h) Carer's leave is paid or unpaid leave taken to provide care and support to a member of immediate family or household because of:
 - i. Personal illness or injury of the member; or
 - ii. An unexpected emergency affecting the member.

For the purpose of this clause:

- i) **"Immediate family"** means an employee's spouse, child (including adult child), parent, grandparent, grandchild, or sibling; or a child (including adult child), parent, grandparent, grandchild, or sibling of the employee's spouse.
- j) **"Spouse"** includes former spouse, de facto spouse and former de facto spouse.
- k) **"Household"** means any other person who lives with the employee, they don't need to be a relative.
- l) Paid carer's leave is deducted from an employee's accrued personal/carer's leave entitlement.
- m) Employees (including casual employees) are entitled to a period of up to 2 days unpaid carer's per occasion specified in Clause 24.h). The unpaid leave of up to 2 days is to be taken as a single unbroken period, unless otherwise agreed between an employee and the Company. Full time and part time employee are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.

- n) To be entitled to carer's leave (either paid or unpaid) an employee must advise the Company as soon as reasonably practical of their inability to attend work in order to provide care and support. Whenever possible employees should advise the Company at least 2 hours prior to the commencement of their shift and indicate the expected duration of their absence.

For all absences, employees must provide the following:

- o) In the case of illness or injury of a member of an employee's immediate family or household the employee must provide:
 - i. A medical certificate indicating that a member of their immediate family or household has, had or will have a personal illness or injury during a period of the leave: or
 - ii. A statutory declaration which includes a statement that the employee require/required leave to provide care or support to a member of their immediate family or household because of personal illness or injury.
- p) In the case of an unexpected emergency a statutory declaration which includes a statement that the employee require/required leave to provide care or support to a member of their immediate family or household because of an unexpected emergency affecting that person.
- q) The Company may require employees to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking carer's leave to provide care and support to.

Casual Exclusion

- r) Except for unpaid carer's leave, this clause does not apply to casual employees. When taking unpaid carer's leave, casual employees must comply with the notice and evidence requirements specified in Clause 24 n) and Clause 24 o).

25. COMPASSIONATE LEAVE

- a) Employees are entitled to 2 days paid compassionate leave per occasion in accordance with the following:
 - i. For spending time with a member of their immediate family or household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life. The leave can be taken at any time during while the injury or illness persists:
 - ii. After the death of a member of their immediate family or household.

For the purpose of this clause:

- b) **"Immediate family"** means an employee's spouse, child (including adult child), parent, grandparent, grandchild, or sibling; or a child (including adult child), parent, grandparent, grandchild, or sibling of the employee's spouse.
- c) **"Spouse"** includes former spouse, de facto spouse and former de facto spouse.
- d) **"Household"** means any other person who lives with the employee, they don't need to be a relative.
- e) Unless otherwise agreed between the employee and the Company, compassionate leave can be taken as a single unbroken absence of 2 days or two separate periods of 1 day each.

- f) In order to be entitled to compassionate leave an employee must provide the Company with evidence to satisfy a reasonable person of the illness, injury or death. The Company may require the employee to provide proof to satisfy a reasonable person of the relationship between the employee and the person they are taking compassionate leave for.
- g) Employees must also advise the Company as soon as reasonably practical of their intention to take compassionate leave. Whenever possible employees should advise the Company at least 2 hours prior to the commencement of their shift and indicate the expected duration of their absence.
- h) Where employees are entitled to compassionate leave they will be paid the amount the employee would have reasonably expected to be paid had the employee worked during that period.
- i) Casual employees will be entitled to unpaid compassionate leave in accordance with the National Employment Standards.

26. PUBLIC HOLIDAYS

- a) The following days shall be observed as public holidays:
 - i. New Year's Day (1 January);
 - ii. Australia Day (26 January);
 - iii. Labour Day;
 - iv. Good Friday;
 - v. Easter Sunday;
 - vi. Easter Monday;
 - vii. Anzac Day (25 April);
 - viii. Foundation Day;
 - ix. Sovereign's Birthday (Provided that where another day is declared a public holiday in the district or locality the employees are primarily based to work, then that day shall be observed in lieu);
 - x. Christmas Day (25 December);
 - xi. Boxing Day (26 December).
- b) The parties agree that when one of the days listed above falls on a Saturday or Sunday the holiday shall be observed on the respective substituted gazetted public holiday. In each case the substituted day shall be treated as a public holiday in lieu of the days listed in Clause 26 a). Where a public holiday is substituted employees may be required to work on the day specified in Clause 26 a).
- c) In order to maintain service requirements employees are generally expected to work on some public holidays which fall on their normal rostered days.
- d) Subject to Clause 26 g), unless employees are requested to work on a public holiday they are entitled to that day off.
- e) Except for casual employees, if employees are not required to work on a day they are normally rostered to work because it is a Public Holiday, they will be paid for the ordinary hours they would normally work on that day up to a maximum of 8 hours.

- f) Employees may be requested by the Company to work on a public holiday and if so they will be paid double time and a half on their base rate of pay for each hour worked on that day. If employees are requested to work a public holiday they will normally be notified 2 weeks in advance.
- g) If requested to work employees must attend for work unless they have reasonable grounds for refusing the request. Any request to refuse to work a public holiday must be made in advance and will be considered by the Company in accordance with Section 114 of the Fair Work Act 2009.

27. UNPAID PARENTAL LEAVE

- a) Full time, part time and eligible casual employees are entitled to, after 12 months continuous service with the Company, up to 52 weeks unpaid parental leave following the birth or adoption of a child in accordance with the Fair Work Act 2009.
- b) An eligible casual employee is a casual employee who has been employed by the Company on a regular and systematic basis during a period of at least 12 months and who, but for the expected birth or placement of a child would have a reasonable expectation of continuing engagement with the Company of a regular and systematic basis.
- c) In summary, the entitlement to parental leave can be taken as maternity leave and/or parental leave, or adoption leave. The entitlement to 52 weeks unpaid parental leave is an entitlement which is shared between the employee and their spouse.

28. INCLEMENT WEATHER

- a) General Principles
 - i. **"Inclement Weather"** is defined here as rain or abnormal climatic conditions (eg. hail, high wind, severe dust storm, extreme cold temperature, extreme high temperature) under which it is either unreasonable or unsafe for employees exposed to these conditions to continue working.
 - ii. The primary objective of this clause is to ensure that a set of agreed procedures is developed and implemented which ensure that productivity is maximised without exposing employees to inclement conditions.
- b) Completion of Concrete Pours and Emergency Work
 - i. Except as provided in this sub-paragraph, an employee will not be required to work in areas which are affected by inclement weather.
 - ii. Where a concrete pour is to be, or has been commenced prior to the commencement of or during a period of inclement weather, employees may be required to attend to ensure the integrity of the conduit and equipment installation and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather, shall be provided with adequate wet weather gear. The maximum payment for work performed in inclement weather is double time.
 - iii. If an employee's clothes become wet as a result of working in the rain during a concrete pour they shall, unless a change of dry working clothes is available, be allowed to go home without loss of pay for ordinary hours.

- c) Inclement Weather (Wet or Hot)
 - a. A Consultative Committee may be established to develop procedures and contingency plans to support this objective. An employee shall comply with Company's instructions to either:
 - i. Continue work when the area in which the employee is working is not affected by the inclement weather, or
 - ii. Accept a transfer to work in an area of the site not affected by the inclement weather; or
 - iii. Accept a transfer from one site to another site not affected by the inclement weather; (prior to the morning rest period) or
 - iv. Leave the site without loss of pay.
 - b. Where the Company requires an employee to traverse open ground the Company will provide the employee with protective clothing. Such clothing will remain the property of the Company and shall be returned to the Company, employees shall take reasonable care of the clothing and pay the cost of its replacement if lost or damaged due to an employee's negligence.
 - c. An employee shall not be affected by inclement weather unless by virtue of the weather conditions it is not reasonable and it is not safe for work to continue.
 - d. Where the Company instructs their employees to remain on site the Company shall ensure that their employees have, as a minimum, a trained First Aider on site and a Safety Representative (the First Aider may be from Management). An employee who does not comply with the Company's instructions shall forfeit wages for time not worked.
 - e. Notwithstanding the provisions of this clause, unless workers are working in an air-conditioned workplace, employees working on a building site in the Commercial Sector shall be released from work when the temperature reaches 37.5C. Temp readings for the Perth Metro area will be measured from the Perth BCM site and Mandurah Shire from the Mandurah BCM site.
 - f. Where the Site employees are released by the Main contractor due to wet weather then the Company employees will also be released from site. The above is subject to the Company's right to relocate its employees before the first morning break.

29. OCCUPATIONAL HEALTH AND SAFETY

- a) The Western Australian Occupational Safety and Health Act 1984, and its associated Regulations, as amended, together with the Company safety policy and procedures will apply to this Agreement.

Procedure For Dealing With An Unsafe Situation

- i. When an employee becomes aware of an unsafe situation, the employee will be expected to rectify it, if it is within the employee's range of skills/competencies and authority to do so.
- ii. If the employee is not able to rectify the unsafe situation, the employee will be expected to notify the Leading Hand, Foreman or Supervisor, immediately.
- iii. The Leading Hand, Foreman or Supervisor will immediately rectify the unsafe situation by making good or barricading off.

- iv. The Leading Hand, Foreman or Supervisor will take all necessary action to rectify the unsafe situation including consultation with the employees and Work Safe as appropriate.
- v. If there is to be any delay in rectifying the situation, the Leading Hand, Foreman or Supervisor will ensure that employees who are working in the affected area are relocated to work in other areas on the job (or other sites) until the unsafe situation has been rectified.

30. DISPUTE PROCEDURE

- a) Where a grievance problem or dispute arises the matter shall initially be discussed between the employee concerned and if that employee so desires a representative, and the employees immediate supervisor.
- b) If the matter is not resolved by sub-clause 30 a) the employee or their appointed representative shall discuss the dispute with the site superintendent.
- c) Where the matter is still not resolved it shall be referred to a senior management representative and if requested by the employee, the union who will initiate steps to resolve the issue as soon as possible.
- d) If after 7 days the grievance is still unresolved either party may refer the matter to the Fair Work Commission which may determine the matter by conciliation and if necessary by arbitration. Either party may refer an issue to Fair Work Commission at any time.
- e) Any binding outcome resulting from this dispute settlement procedure must be consistent with the Code for the Tendering and Performance of Building Work 2016 as operative, replaced or varied from time to time.
- f) Either party will advise the other as early as possible of any issue or problem that may give rise to a dispute.
- g) All relevant facts shall be clearly identified and recorded throughout. At least 7 days shall be allowed for all stages of the discussions to be finalised.
- h) No bans or limitations will be placed on the performance of the work while the dispute procedure is being followed.
- i) Where the Company is involved in shutdowns or work of a critical nature, should a dispute arise the parties commit themselves to resolving it as a matter of urgency and will do all in their power to avoid lost production or down time.
- j) Employees are able to be represented at all stages of this dispute resolution procedure.

31. SMOKING

- a) Smoking is not permitted in any Company site office, vehicle, mess/change shed and or sanitary facility or in any other amenities where appropriate signage is displayed.

- b) Where a Consultative Committee is established it shall be responsible for the management of specific non- smoking issues in accordance with Company policy that generally deems an enclosed work area to be a non- smoking area.

32. AMENITIES

- a) Where the Company employs over five employees on site for a continuous period exceeding two months, they shall provide, a reasonable site accommodation of a standard which will enable the employees to enjoy a clean, insect free atmosphere including the provision of heating or air conditioning as is necessary, suitable food storage space, hot water and pie warmer, for smoke break and lunches.

33. OBJECTIVES OF AGREEMENT

- a) The parties agree that as a result of this Agreement, the Company's need to achieve productivity improvements to continue to hold a competitive edge within the market place by:
 - i. Heightening awareness and acceptance of accountability levels of all in the contracting process within the company's operations.
 - ii. Encouraging the Company employees to accept responsibility in helping manage performance including that of subcontractors.
 - iii. Developing concepts of best practice, continuous improvement and quality control productivity and efficiency.
 - iv. Developing a co-operative and harmonious working environment in the enterprise.
 - v. Developing better employee management practices that promote shared concepts learning, teamwork, participation, flexibility and communication.
 - vi. Introducing best practice procedures in workplace health and safety and personnel management.
 - vii. Developing and following procedures to eliminate lost time and make better use of available working time, e.g., start and finish at the designated workplace at normal start and finish times.
 - viii. Establishing measures to ensure ordered relations exist between the Company and the CEPU on the Company work sites.
 - ix. Enhancing job satisfaction.
 - x. Improving the Company's competitiveness to help improve job security.
 - xi. Mature age employees {over the age of 45} will be respected in our industry. Accordingly, the company will encourage reasonable ratios of mature age employees. This may not be used to displace existing employees.
 - xii. It is agreed that the measures in this Agreement, properly implemented and carried out, will assist in the achievement of those objectives.

34. TRAINING

- a) The Company acknowledges the changing pace of technology in the Electrical Contracting Industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the Industry.

- b) The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - i. Developing a more highly skilled and flexible workforce; and
 - ii. Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.
- c) it is agreed that a training program be developed consistent with:
 - i. The current and future skill needs of the Company;
 - ii. The size, structure and nature of the Company and
 - iii. The need to develop vocational skills relevant to the Company and the electrical contracting industry.
- d) The Company will allow training for an employee recognized in their role of representing their colleagues in employee relations matters. Paid training of up to 6 days per year, relevant to the employee's role and development of related skills will be allowed providing the timing of the absence and the training is approved by the Company.

Occupational Training

- e) Employees are required to hold the occupational licenses considered essential to the relevant classification under which they are employed. These include as a minimum the licenses listed at Clause 15 a). Maintaining and renewal of these licenses is the responsibility of the Employee.
- f) In addition to the above the Company will arrange for and bear the costs of Employees undertaking, without loss of pay the following training:
 - iv. Low Voltage Rescue;
 - v. CPR Refresher;
 - vi. Any other specialist course required for an Employee to undertake specific activities (i.e. Confined Space Entry, Working at Heights, Forklift); and
 - vii. On site VOC (Verification of Competency) where the site rules require it.
 - viii. Senior first aid training where the Company directs the Employee to undertake such training.

35. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY EFFICIENCY AND FLEXIBILITY

Flexibility of Hours, Breaks and RDO's

- a) Employees will be flexible in the following areas:
 - i. Where it is agreed between the Company and the majority of affected employees the Company may reschedule ordinary working hours; particularly where the Company has commitments and the 36hour week is being implemented.
 - ii. The spread of hours may be altered by agreement between the Company and the majority of employees in the plant or section(s) concerned;
 - iii. Agreement to reschedule ordinary working hours and to alter the spread of hours shall not unreasonably be withheld;
 - iv. Flexibility of rest periods and meal intervals which may be staggered or otherwise arranged at a time and in a manner to suit the convenience of the Company.

- v. It is agreed that when the Company wish to reschedule an RDO, the Company will endeavor to provide reasonable notice to the employees
- vi. The Company and an employee may agree to paying out of accrued RDOs are ordinary rates where the employee has accrued 5 or more RDOs.

Maintenance of Workplace

- b) All employees are committed to ensure their workplace is maintained in a clean and safe condition.

Place of Start and Finish Work

- c) All employees will be dressed and ready to start work at their normal start time at the designated workplace and work will finish at their normal finish time and place. On construction work the workplace shall be deemed to be the nearest Company compound or smoke-shed.

Footwear

- d) All employees will be issued with safety footwear. Such safety footwear will be replaced annually or on a fair wear and tear basis whichever is the soonest. There shall be no automatic reissue of footwear where an employee is placed on a new site.
- e) Failure to wear safety footwear maintained in sound condition as determined by the Company will render the offending employee ineligible to work or be paid wages until such time as the employee is correctly attired for the job.
- f) Should the employee prefer to provide their own footwear the Company will reimburse the employee to a maximum of \$200.

Prescription Safety Glasses

- g) Prescription safety glasses will receive a maximum reimbursement of \$300, upon evidence of receipt. A reimbursement is limited to one per the life of the agreement.
- h) Loss or damage of the prescription safety glasses will not be the responsibility of dormakaba.

Uniforms and Clothing

- i) All employees will be issued with Company uniforms and clothing. Employees shall wear such items during all work hours and each employee shall maintain their uniform in a respectable condition as approved by the Company. It is Company policy that no short sleeve shirts or shorts shall be worn as this is considered a safety issue. Clothing shall consist of:
 - i. 4 Long Sleeve Shirts.
 - ii. 4 Long Trousers.
 - iii. 1 Blue Jacket (or jumper as preferred). Bluey Jacket not to be of nylon materials (zips to be non-metallic).
- j) It is agreed uniforms/clothing will be replaced annually or on a fair wear and tear basis whichever is the soonest. There shall be no automatic reissue of footwear where an employee is placed on a new site.

Job Related Equipment

- k) The Company will supply all necessary safety protective equipment/materials necessary for specific work tasks and the employee shall wear/use such equipment/materials.
- l) The Company shall make available sunscreen (SPF 15+) for employees engaged in outside work.

Care of Company Property

- m) Employees will treat all Company property, plant and equipment with due care and respect to ensure replacement is kept to a minimum. All property, plant and equipment shall be returned to the designated storage area each day.
- n) A tradesperson or apprentice shall replace or pay for any tools supplied by the Company if lost through their negligence.
- o) Employees are committed to reducing the cost of maintenance and minimising theft and time spent looking for equipment not returned to its designated storage area.

Company Vehicles

- p) Where an employee is provided the use of a company vehicle to conduct company business that employee shall ensure that:
 - i. The vehicle is kept clean and free of rubbish;
 - ii. The vehicle's oil and fuel requirements are regularly checked to maintain the vehicle in a ready-for- use condition; and
 - iii. Any defects that come to the employee's attention are reported to the Company immediately.

Care of Consumables

- q) All employees are committed to ensure maximum usage of materials and consumables is achieved and will exercise due care and precaution to prevent wastage. All employees are committed to identifying further ways in which wastage can be reduced.

Quality Management

- r) Employees shall co-operate fully with the development and implementation of the Company's Quality Management Systems and procedures, and will continually strive to improve the quality of the products and services supplied by the Company. Employees are committed to reduce rework and complete tasks the first time, and eliminate the need to return to finish incomplete work.

Time Sheets and Day Labour Sheets

- s) Employees will punctually and correctly fill of time sheets for each pay period.
- t) Where required by the Company operating procedures, e.g., service work and day works, employees shall promptly and correctly fill out the Company's Day Labour Sheets.

Co-operation Between Employees and Supervisors

- u) Employees shall assist in the management of efficiency and production of sites by advising the supervisory staff at the earliest available opportunity if:

- i. It is anticipated that a material shortfall may occur, and if a shortfall does occur;
- ii. Faulty hand tools are on site;
- iii. Production is likely to be delayed or is delayed by other trades; and work is not being carried out in accordance with the specifications plans or with the SAA Wiring Rules.

Employees will take an active role to ensure that sufficient quantities and correct types of materials are available at the job site to maximise time at the workplace.

- v) Employees will take an active role in care and maintenance of the workplace to eliminate safety hazards.

Use of Expertise and Duties

- w) Employees who have undertaken the appropriate training or obtained the appropriate license to operate plant and equipment, such as cherry pickers, boom lifts and Hiab trucks, will exercise these skills or use such licenses when required to by the Company.
- x) Employees' duties shall include any work for which the employee has requisite qualifications required in connection with the Electrical Contracting Industry.

Unauthorised Absence

- y) An employee shall present himself or herself for duty and remain on duty during the ordinary hours of work.
- z) The Company shall be under no obligation to pay for any hours not worked during those ordinary hours unless it is an authorised absence in accordance with:
 - i. An instruction from the Company that the employee may leave site without loss of pay.

Safety Disputes

- a) Where a Company's employee is affected by a safety dispute an employee shall comply with the Company's instructions to either:
 - i. Continue work when the area in which the employee is working is not affected by the condition giving rise to the dispute; or
 - ii. Accept a transfer to work in an area of the site not affected by the condition giving rise to the dispute; or
 - iii. Accept a transfer from one site to another site; or
 - iv. Leave the site without loss of pay.
- b) Where the Company instructs their employees to remain on the site the Company shall ensure that their employees have, as a minimum, a trained First Aider on site and a Safety Representative (the First Aider may be from Management). All First Aiders shall as a minimum hold a valid Senior First Aid certificate. An employee who does not comply with the Company instructions shall forfeit wages for time not worked.

All Other Disputes

- c) Where an employee is affected by a dispute an employee shall comply with Company instructions to either:
 - i. Continue to work when the area in which the employee is working is not affected by the Condition, situation or grievance giving rise to the dispute;

- ii. Accept a transfer to work in an area of the site not affected by the condition, situation or grievance giving rise to the dispute; or
 - iii. Accept transfer from one site to another site; or
 - iv. Leave the site without loss of pay.
- d) Where the Company instructs employees to remain on site the Company shall ensure that their employees have, as a minimum, a trained First Aider on site and a Safety Representative (the First Aider may be from Management). All First Aiders shall as a minimum hold a valid Senior First Aid certificate. An employee who does not comply with the Company's instructions shall forfeit wages for time not worked.

Movement of Material

- e) Employees will, where reasonably safe to do so and for compliance with Worksafe WA requirements, load and unload materials, plant and equipment from delivery vehicles and move such materials, plant and equipment as required without impediment.

New Technology

- f) Employees will fully utilise all new technological advances implemented by including, but not limited to, technological advances in relation to materials, methods, plant and equipment.

Work on Ladders

- g) Employees will work on ladders, EWP or scaffolding as is appropriate for the task and such use shall be determined by the Company in accordance with the Company procedures for selection and operation of such equipment.

Client Satisfaction

- h) The employees will take an active role in ensuring client satisfaction and acknowledge that client relationships are important to the growth of and its ability to offer continuing employment to its employees.
- i) All employees agree to treat customers with courtesy and respect and to consider the customers interests in their actions.
- j) The Company and its employees recognise that a commitment to complete the project work on time and on budget is essential to the ongoing viability of the company and the prospects of long-term employment of employees.

36. DISTANT WORK EMPLOYEE

- a) For the purpose of this Agreement a distant work employee is an employee who is engaged or selected and advised by the Company to proceed to a place of work to perform duties under their contract of employment and the employee does so such that the employee cannot return to their usual place of residence each night.
- b) The Company shall obtain and the employee or job applicant shall provide the Company with a statement in writing of their usual place of residence and their current place of residence at the time the employee is engaged and no subsequent change of address shall entitle an employee to the provisions of this clause unless the Company agrees.

- c) Provided that documentary proof of address such as long service leave registration card or driver's license may be accepted by the Company as proof of the employees usual place of residence on engagement in lieu of the statement in writing referred to above. The employee shall inform the Company in writing of any subsequent change in their usual place of residence.
- d) Where an employee is a distant work employee under the terms of this Agreement the employee shall be entitled to the following in addition to any other wage rates, allowances and conditions provided elsewhere in this Agreement.
- e) Full board and lodging will be provided by the Company for distant employees at no cost to the employee while the employee continues to work in conformity with this Agreement.
 - i. A distant employee may with the approval of the Company be paid a Living Away from Home Allowance (LAFHA) of \$185 per week.
 - ii. Standard of board and lodging – reasonable board and lodging for the purpose of this clause will mean lodging in a well-kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room (for one employee) if a single room is not available, with hot and cold running water.
 - iii. The Company will deduct on a pro rata basis at the rate of one seventh of the LAFHA for each day an employee is not ready, willing and available for work in accordance with this Agreement or because of industrial action.

Distant Employees

- a) Distant employees as defined shall be entitled to rest and recreation leave (R&R) after the completion of six (6) weeks continuous service on site.
- b) The Company will provide an economy class air ticket to the employee's point of hire and return to site.
- c) The Company will be responsible for all air bookings associated with the taking of R&R.
- d) Where an employee wishes to make their own arrangements with regard to R&R then the Company will in lieu of providing a return economy class air ticket pay to the employee the value of the most competitive economy air fare applying at the time of the R&R being taken.
- e) The R&R leave shall be taken as soon as practicable after it becomes due as agreed between the Company and employee.
- f) To ensure a proper period of recuperation, an employee shall have a minimum period off site on R&R leave of at least two (2) days and an adjacent weekend.
- g) Payment on R&R leave will be as follows:
 - i. First R&R:
 - Two (2) R&R days paid at the ordinary rate;
 - Accrued rostered days off may be taken concurrent with R&R leave;
 - Any additional time off is unpaid leave.

- ii. Subsequent R&R's:
 - One (1) R&R day paid at the ordinary rate;
 - One (1) unpaid R&R day;
 - Accrued rostered days off may be taken concurrent with R&R leave;
 - Any additional time off is unpaid leave.
- h) There shall be no payment for traveling time or other costs that may be incurred when an employee is on R&R including departing from the site to the employee's point of hire and returning to the site after a period of R&R.
- i) Time off on R&R does not count towards service for determining the next R&R cycle.
- j) Employees who qualify for the provisions of this sub-clause may return to their home or any other place mutually agreed between the Company and the employee at Christmas, provided the cost to the Company including where applicable FBT liability does not exceed the cost of an economy airfare available to the Company from the site to the point of hire and return:
 - i. By taking the entitlement to R&R prior to the completion of the next accrual period; or
 - ii. By taking R&R in advance but, if by service subsequent to the taking of R&R an entitlement to that R&R does not accrue, any payment of ordinary pay for that period of R&R and the cost of airfares shall be refunded to the Company unless the services of the employee are terminated by the Company through no fault of that employee. For the purposes of this provision, the Company may deduct any amount to be refunded from any monies otherwise due to the employee under their contract of employment.

37. FLEXIBILITY ARRANGEMENTS

- a) The Company 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:

The Agreement deals with one or more of the following matters:

- i. Arrangements about when work is performed;
- ii. Overtime rates;
- iii. Penalty rates;
- iv. Allowances;
- v. Leave loading; and

The arrangement meets the genuine needs of the Company and employee in relation to one or more of the matters mentioned in paragraph (k); and

The arrangement is genuinely agreed to by the Company and employee.

The Company must ensure that the terms of the individual flexibility arrangement:

- vi. Are about permitted matters under section 172 of the Fair Work Act 2009; and
- vii. Are not unlawful terms under section 194 of the Fair Work Act 2009; and
- viii. Result in the employee being better off overall than the employee would be if not arrangement was made.

- b) The Company must ensure that the individual flexibility arrangement:
- ix. Is in writing; and
 - x. Includes the name of the Company and employee; and
 - xi. Is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- Includes details of:
- a. The terms of the enterprise Agreement that will be varied by the arrangement; and
 - b. How the arrangement will vary the effect of the terms; and
 - c. How the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - d. States the day on which the arrangement commences.
- c) The Company must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- d) The Company or employee may terminate the individual flexibility arrangement:
- xii. By giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - xiii. If the Company and employee agree in writing – at any time.

38. CONSULTATIVE MEASURES

1. This term applies if the employer:
 - a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- Major change**
2. For a major change referred to in paragraph (1)(a):
 - a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - b) subclauses (3) to (9) apply.
 3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
 4. If:
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
 5. As soon as practicable after making its decision, the employer must:
 - a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and

- iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) 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.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
9. In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

10. For a change referred to in paragraph (1)(b):
- a) the employer must notify the relevant employees of the proposed change; and
 - b) subclauses (11) to (15) apply.
11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
12. If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
 - c) the employer must recognise the representative.
13. As soon as practicable after proposing to introduce the change, the employer must:
- a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion--provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and

- iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
 16. In this term: "relevant employees " means the employees who may be affected by a change referred to in subclause (1).

39. SIGNATORIES

SIGNED FOR AND ON BEHALF OF **dormakaba Australia Pty Ltd**

SIGNED BY:



Andrew Seen

[Signature of Company Signatory]

[Full name of Company Signatory]

Deputy Vice President Human Resources

[Position held by Company Signatory]

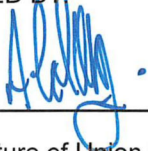
being a person duly authorized by the Company to sign this Agreement for and on its behalf

12-13 Dansu Court, Hallam, Victoria, 3803.

[Address of Company Signatory]

SIGNED FOR AND ON BEHALF OF **THE COMMUNICATIONS, ELECTRICAL, ELECTRONIC,
ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED SERVICES UNION OF
AUSTRALIA - ELECTRICAL DIVISION, WESTERN AUSTRALIAN BRANCH**

SIGNED BY:



Andy Giddens

[Signature of Union Signatory]

[Full name of Union Signatory]

Assistant Branch Secretary

[Position held by Union Signatory]

being a person duly authorized by the Union to sign this Agreement for and on its behalf.

24/257 Balcatta Road, Balcatta WA 6021.

[Address of Union Signatory]

ANNEXURE ONE

WAGES AND ALLOWANCES

a) Wages

Pursuant to Clause 13 a), the following all-purpose hourly wage rates shall apply from the dates indicated:

| Classification | Effective 1 July 2024 | Effective 1 July 2025 | Effective 1 July 2026 |
|-------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Licensed Electrical Installer | \$ 53.47 | \$ 55.61 | \$ 57.55 |
| Apprentice 1st Year | \$ 15.54 | \$ 16.16 | \$ 16.72 |
| Apprentice 2nd Year | \$ 20.34 | \$ 21.16 | \$ 21.90 |
| Apprentice 3rd Year | \$ 26.70 | \$ 27.76 | \$ 28.74 |
| Apprentice 4th Year | \$ 31.50 | \$ 32.76 | \$ 33.91 |

The above all purpose hourly rates include the following allowances:

- Construction allowance
- Tool allowance
- Electrical license allowance
- Special allowance
- Boot allowance

b) Casual loading

A casual loading of 25% shall apply in addition to the rates specified in the table above and paid to employees engaged on a casual basis.

c) Apprentices Over the Age of 21 Years

Percentages expressed are based on that of the Electrical Installer/Mechanic:

| Apprenticeship Term | |
|-----------------------------------|-----|
| Four Year Term | |
| First year | 67% |
| Second year | 67% |
| Third year | 67% |
| Fourth year | 79% |
| Three and a Half Year Term | |
| First six months | 67% |
| Next year | 67% |
| Next year | 67% |
| Next year | 79% |

| Three Year Term | |
|------------------------|-----|
| First year | 67% |
| Second year | 67% |
| Third year | 79% |

- d) Apprentice's hired from Group Apprenticeship schemes must be paid the same rates of pay and allowances under the terms of this Agreement. This is to include all accruals as those paid to the Company's direct employees.
- e) Reimbursement of fees and textbooks
- (a) An apprentice attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the employer, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the registered training organisation commencing the training, whichever is the later, unless there is unsatisfactory progress:
- i. all fees paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a government; and
 - ii. any costs associated with prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training specified in, or associated with, the training contract;
- (b) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement.