

**FJC Electrical Pty Ltd**  
**Enterprise Agreement 2024**

## **PART 1 - APPLICATION AND OPERATION**

### **1.1 INTRODUCTION**

This Agreement has been negotiated between FJC Electrical Pty Ltd (the Company or the Employer) and its Employees.

### **1.2 TITLE**

The title of this Agreement is the *FJC Electrical Pty Ltd Enterprise Agreement 2024*.

### **1.3 ARRANGEMENT OF AGREEMENT**

### **1.4 AGREEMENT OBJECTIVES**

The parties to this Agreement are committed to the following shared objectives:

- (a) To ensure customer satisfaction in the provision of services.
- (b) Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.
- (c) Creating a co-operative and productive environment on the Company's projects.
- (d) Providing a safe and healthy work environment, free from discrimination, harassment and all forms of bullying.
- (e) Continuing the development of more flexible, efficient and adaptable management and work practices.
- (f) Establishing and developing better and more effective communication and consultation between the Company and the Union, and the Company and its Employees.
- (g) To foster a commitment to the Company's Quality Management System.
- (h) Improving job security and the working environment.
- (i) Providing for the use of the full range of skills and knowledge held by Employees.
- (j) Implementing a training skills enhancement program consistent with the provisions of this Agreement for all Employees.
- (k) Substantially reducing disputation and eliminating lost time due to disputation.

## **1.5 THE PARTIES**

The parties to this Agreement are:

- (a) FJC Electrical Pty Ltd; and
- (b) Employees as defined in clause 1.6.1.

## **1.6 DEFINITIONS AND INTERPRETATION**

### **1.6.1 DEFINITIONS- General**

In this Agreement:

**"The Act"** means the Fair Work Act 2009 as amended or replaced from time to time;

**"The Agreement"** means this Enterprise Agreement;

**"Adult apprentice"** means any person who is 21 years of age or over at the time of commencing an apprenticeship.

**"The Award"** means the Electrical, Electronic and Communication Contracting Award 2020, as amended or replaced from time to time;

**"Company"** means **FJC Electrical Pty Ltd**;

**"FWC or the Commission"** means the Fair Work Commission, as amended or replaced from time to time;

**"Civil and mechanical engineering structures"** means work, including maintenance work, defined in this agreement as working on site on structures which are primarily civil or mechanical engineering structures or installations such as power stations, switchyards, grain elevators, and silos, oil refineries, wharves, jetties, piers, bridges, overpasses, underpasses, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs or similar structures, traffic islands and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction;

**"Communications Tradesperson"** is defined in the classification definition section of this Agreement;

**"Construction Work"** means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, refurbishment, demolition, decommissioning or dismantling of a structure;

**"Country Work"** means all work done outside a radius of 50 kilometres of an Employer's workshop: Provided that where an Employer does not have a workshop or recognised place of business, Country Work will mean all work done outside a radius of 50 kilometres from the principal Post Office of the nearest town;

**"Crib Time"** means any meal break during overtime or Shift Work. It is to be taken without loss of pay;

**"Employee"** means an Employee of the Company performing work engaged in one of the

classifications contained in appendices to this Agreement;

**"Employee representative"** means a representative nominated by the Employee to represent them in the disputes procedure and other provisions of this agreement;

**"The Employer"** means FJC Electrical Pty Ltd;

**"Fire Alarm Systems"** means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment;

**"Foreperson Grade 1"** means a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful, completion of a project *or* projects in line with the schedule of work as programmed. Such Employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other Employees:

**"Foreperson Grade 2"** means a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects.in line with the schedule of work as programmed. Such Employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other Employees;

**"Green Energy Facilities"** includes, but is not limited to, Solar Farms, Wind Farms, Pumped Hydro and Hydrogen facilities

**"Leading Hand"** means any electrical worker (other than a supervisor or foreperson) who is placed in charge of work on which three or more Employees, in addition to the electrical worker, are engaged;

**"Mount Isa Work"** means work carried out in the geographical are of Mount Isa contained within latitudes 18 degrees to 22 degrees south and longitudes 138 degrees to 142 degrees east.

**"National Employment Standards"** means the 10 minimum employment entitlements that are to be provided to all Employees in accordance with the provisions set out in the Fair Work Act

**"The Parties"** means the Employer and Employees;

**Registered Office"** means any office of the Employer at which the Employer conducts business, including branch offices. The Employer will not have more than one Registered Office within a 50 kilometre radius within the State boundary;

**"Security Alarm Systems"** means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic, or acoustic equipment or device, or any combination thereof which includes any intruder alarm system incorporating closed circuit television, video or photographic systems, electronic, electromechanical access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or governmental purpose;

**South East Queensland (SEQ)** means the geographical area of South East Queensland including Brisbane City, Logan City, Gold Coast, Sunshine Coast, Ipswich and Lockyer Valley in accordance with the boundaries of the relevant local government authorities;

**"The Union"** means the Electrical, Energy and Services Division of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Queensland Branch (the **CEPU**);

**"Weekly Pay"** means the ordinary time gross all-purpose rate of pay for the Employee concerned;

**"Weipa Work"** means work carried out in the geographical area of Weipa contained within Latitudes 10 degrees to 14 degrees south and Longitudes 141 degrees to 144 degrees east;

**"Work Cycle"** means a roster cycle made up of working and non-working days

## **1.6.2 DEFINITIONS - Divisions**

**Commercial Construction Work Division (SEQ)** means work carried out on commercial construction building sites in South East Queensland (Brisbane City, Logan City, Gold Coast, Sunshine Coast, Ipswich and Lockyer Valley in accordance with the boundaries of the relevant local government authorities.)

Commercial construction does not include the cottage/housing industry.

**Commercial Construction Work Division (other than SEQ)** means work carried out on commercial construction building sites in Queensland, other than in South East Queensland.

**Workshop Work Division** means work undertaken in a workshop.

**Service Work Division** means work, which includes service and maintenance of retail, financial institutions, retail businesses, schools, and hospitals, breakdowns, minor repairs. Service excludes work carried on a construction site.

**Gladstone Work Division** means work carried out *on* the following sites and plants:

- (a) Boyne Smelter
- (b) Gladstone Power Station
- (c) Queensland Cement
- (d) SPP Shale Oil Plant
- (e) Ticor Chemicals
- (f) Orica
- (g) Gladstone Port Authority

**QAL Work Division** means work performed at the Queensland Alumina Site at Gladstone.

**Engineering Work Division** means work carried out on Engineering Construction sites, Engineering Maintenance Work and Engineering Shutdown work.

**Coal Work Division** means work carried out on operating Coal Mines.

### **1.6.3 Interpretation**

This Agreement should be interpreted consistently with the requirements of the Act, the Privacy Act 1988 (Cth) and the Building Code.

## **1.7 APPLICATION OF AGREEMENT**

This Agreement is a stand-alone agreement and applies to the Company with respect to the employment of all Employees as defined in Clause 1.6.1 of this Agreement.

This Agreement applies to Employees covered by the classifications set out in this Agreement, employed in Queensland. The Agreement replaces and rescinds all previous agreements.

Schedule 1 of the Agreement applies to work performed on civil & mechanical structures or commercial construction where the total construction value is less than \$30 million.

Schedule 2 of the Agreement applies for all other work performed on civil & mechanical structures or commercial construction where the total construction value is \$30 million or greater; provided that the Agreement does not apply to work performed on civil & mechanical structures or commercial construction where the total construction value is over \$100 million and where a project agreement applies. To avoid all doubt, where the total construction value is over \$100 million and there is no project agreement, this agreement will continue to apply.

This agreement is to be read wholly in conjunction with the National Employment Standards ("the NES"). Nothing in this Agreement will disadvantage Employees against the National Employment Standards. Where there is any inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES will prevail to the extent of the inconsistency.

## **1.8 DATE AND PERIOD OF OPERATION**

In accordance with the provisions of the Act this Agreement commences 7 days after the date of approval by FWC and remains in force for a period of 4 years from the date.

This Agreement will continue to operate beyond its nominal expiry date until it is replaced or terminated by law.

## **PART 2- COMMUNICATION AND DISPUTE RESOLUTION**

### **2.1 DISPUTE SETTLEMENT PROCEDURE**

2.1.1 If a dispute arises about any matter under this agreement, the NES or in relation to any other employment matter, including a dispute about whether a workplace right has been breached, the relevant parties to the dispute will attempt to resolve the dispute at the workplace level. Where such discussions do not resolve the dispute the relevant parties will attempt to resolve the dispute by further discussions with more senior levels of

management.

- 2.1.2 An Employee may choose to be represented in any such discussions in accordance with the terms of this clause.
- 2.1.3 A party to the dispute may refer the dispute to the Fair Work Commission (FWC) in an effort to resolve the dispute where:
- a. The dispute cannot be resolved at the workplace level; *or*
  - b. The dispute is not being progressed in a timely manner; *or*
  - c. There are aspects in relation to the dispute what require the dispute to be dealt with urgently; *or*
  - d. Either party to the dispute chooses to refer the matter to the FWC.
- 2.1.4 FWC may deal with the dispute using all the procedures available to it under the Act including:
- a. Conciliation; *or*
  - b. Mediation; *or*,
  - c. where the parties agree, by the issuing of a recommendation; *or*
  - d. the expression of an opinion.
- 2.1.5 If, after following the above procedure the matter remains unresolved, the FWC may settle the dispute by arbitration.
- 2.1.6 Whilst all of the above procedure is being followed, normal work will continue except in the case of a genuine safety issue directly affecting the performance of the work.
- 2.1.7 The status quo will be maintained whilst the above procedure is being followed. Status Quo will mean the circumstances that prevailed immediately prior to any change that caused the dispute.
- 2.1.8 A dispute that has been formally commenced, but not concluded, under a previous Agreement. at the time at which this Agreement commences, shall continue to be dealt with accordance with the relevant provisions that apply under the previous agreement. Any dispute which arose under the previous agreement whether formally notified before or after the commencement of this Agreement, shall be resolved under the dispute settling procedure of the previous agreement. For the purposes of this sub-clause the relevant provisions of the previous agreement are deemed to be provisions of this Agreement. This subclause applies to disputes only just commenced, to those which are part heard, where there is a decision reserved and to any appeals.

## **2.2 CONSULTATION WORKPLACE CHANGE**

2.2.1 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**

2.2.2 For a major change referred to in paragraph 2.2.1 (a):

- (a) the employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) sub-clauses (3) to (9) apply.

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

**2.2.4** 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.

2.2.5 As soon as reasonably 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) enable Employees a reasonable period of time to consider the proposals, including reasonable time to seek advice; and
  - (lit) any other matters likely to affect the Employees.

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

2.2.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

2.2.8 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.



- 2.2.9 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**

2.2.10 For a change referred to in paragraph 2.2.1 (b):

- (a) the employer must notify the relevant Employees of the proposed change; and
- (b) sub-clauses (11) to (15) apply.

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

#### **2.2.12 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; the employer must recognise the representative.

2.2.13 As soon as reasonably 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).

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

2.2.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

2.2.16 In this term:

**"Relevant Employees"** means the Employees who may be affected by a change referred to in subclause (1).

2.2.17 This clause applies subject to any other limitations or obligations as to change of roster or ordinary hours found elsewhere in this Agreement.

### **2.3 Individual Flexibility Arrangements**

Individual Flexibility Arrangements are found in Schedule 1 and Schedule 2 as applicable.

### **2.4 Workplace Delegates**

Unless otherwise provided for in Schedule 1 or Schedule 2, the delegates rights provisions of the Award are incorporated as part of this Agreement.

**PART 3 - SIGNATURES**

Signed for and on behalf of FJC Electrical Pty Ltd

Signature .....

Name .....Frank Cartella .....

Title .....Director .....

Address ...1/140 Links Av South Eagle Farm 4009.....

.....

Date ..... 23/7/24 .....

Signed for and on behalf of Employees

Signature .....

Name ...Joe Papa.....

Title ...Electrician.....

Address .....3105/ 29 Station street Nundah 4012.....

.....

Date ..... 23/7/24 .....

## SCHEDULE 1

### 1. Operation

This Schedule applies to work performed on civil & mechanical structures or commercial construction where the total construction value is less than \$30 million.

This Schedule incorporates the Award as amended or replaced from time to time. Where a provision of this Schedule deals with an Award term, the provision of this Schedule will apply to the extent of any inconsistency.

### 2. Wages

Employees will receive the following wage rates for work performed under this Schedule.

<b>COMMERCIAL CONSTRUCTION WORK DIVISION (SEQ) LESS THAN \$50 MILLION - WAGE RATES</b>												
Grade	COMMENCEMENT			1/07/2024			1/07/2025			1/07/2026		
	Weekly	Hourly		Weekly	Hourly		Weekly	Hourly		Weekly	Hourly	
Electrical Worker Grade 10	\$2,424.21	\$67.34		\$2,593.90	\$72.05		\$2,723.60	\$75.66		\$2,859.78	\$79.44	
Electrical Worker Grade 9	\$2,173.43	\$60.37		\$2,325.57	\$64.60		\$2,441.85	\$67.83		\$2,563.94	\$71.22	
Electrical Worker Grade 8	\$2,089.84	\$58.05		\$2,236.13	\$62.11		\$2,347.94	\$65.22		\$2,465.33	\$68.48	
Electrical Worker Grade 7	\$1,922.65	\$53.41		\$2,057.24	\$57.15		\$2,160.10	\$60.00		\$2,268.11	\$63.00	
Electrical Worker Grade 6	\$1,755.47	\$48.76		\$1,878.35	\$52.18		\$1,972.27	\$54.79		\$2,070.88	\$57.52	
Foreman Rate Grade 2	\$1,738.75	\$48.30		\$1,860.46	\$51.68		\$1,953.48	\$54.26		\$2,051.16	\$56.98	
Foreman Rate Grade 1	\$1,722.03	\$47.83		\$1,842.57	\$51.18		\$1,934.70	\$53.74		\$2,031.43	\$56.43	
Electrical Worker Grade 5 LH	\$1,705.31	\$47.37		\$1,824.68	\$50.69		\$1,915.92	\$53.22		\$2,011.71	\$55.88	
Electrical Worker Grade 5	\$1,671.87	\$46.44		\$1,788.90	\$49.69		\$1,878.35	\$52.18		\$1,972.27	\$54.79	
Electrical Fitter	\$1,638.43	\$45.51		\$1,753.13	\$48.70		\$1,840.78	\$51.13		\$1,932.82	\$53.69	
Communication Tradesperson	\$1,605.00	\$44.58		\$1,717.35	\$47.70		\$1,803.21	\$50.09		\$1,893.38	\$52.59	
Electrical Worker Grade 4	\$1,588.28	\$44.12		\$1,699.46	\$47.21		\$1,784.43	\$49.57		\$1,873.65	\$52.05	
<b>Apprentices</b>												
First Year	\$635.31	\$17.65		\$679.78	\$18.88		\$713.77	\$19.83		\$749.46	\$20.82	

Second Year	\$716.01	\$19.89	\$766.14	\$21.28	\$804.44	\$22.35	\$844.66	\$23.46
Third Year	\$861.74	\$23.94	\$922.06	\$25.61	\$968.16	\$26.89	\$1,016.57	\$28.24
Fourth Year	\$1,009.69	\$28.05	\$1,080.37	\$30.01	\$1,134.38	\$31.51	\$1,191.10	\$33.09
<b>Adult Apprentices</b>								
First Year	\$923.66	\$25.66	\$988.32	\$27.45	\$1,037.74	\$28.83	\$1,089.62	\$30.27
Second Year	\$984.84	\$27.36	\$1,053.78	\$29.27	\$1,106.47	\$30.74	\$1,161.80	\$32.27
Third Year	\$1,034.16	\$28.73	\$1,106.55	\$30.74	\$1,161.88	\$32.27	\$1,219.97	\$33.89
Fourth Year	\$1,108.32	\$30.79	\$1,185.90	\$32.94	\$1,245.20	\$34.59	\$1,307.46	\$36.32
<b>"These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.</b>								

## **SCHEDULE 2**

### **PART 1 - APPLICATION AND OPERATION**

This Schedule applies for all work performed on civil & mechanical structures or commercial construction where the total construction value is \$30 million or greater; provided that the Agreement does not apply to work performed on civil & mechanical structures or commercial construction where the total construction value is over \$100 million and where a project agreement applies. To avoid all doubt, where the total construction value is over \$100 million and there is no project agreement, this agreement will continue to apply.

#### **1.9 AGREEMENT REVIEW**

The Employer authorises and agrees to an annual meeting of the Employees related to the monitoring of this Agreement and seeking the views of the Employees on this Agreement's operation.

The meeting will be of approximately two hours' duration, at a time and location to be agreed between the parties during normal working hours and without loss of pay.

### **PART 2- COMMUNICATION AND DISPUTE RESOLUTION**

#### **2.4 UNION DELEGATE AND EMPLOYEE REPRESENTATIVES' RIGHTS**

2.4.1 The Employer will recognise the following rights of Union Delegates/Employee Representatives:

- (a) The right to be treated fairly and to perform their role as an Employee representative without any discrimination in their employment;
- (b) The right to be consulted and to have access to relevant information about the workplace and the Employer, including in relation to health and safety issues and any flexibility arrangements agreed to in accordance with the provisions of clause 2.3 of this agreement, provided that access to such information is not in breach of the provisions of the Privacy Act 1988 or the Act;
- (c) The right to paid time to represent the interests of Employees whom they represent including to the Employer, the Union and/or industrial tribunals. Such paid time will be paid inclusive of all allowances the Employee would normally receive;
- (d) The right to paid time during normal working hours to deal with matters pertaining to the employment of Employees they represent. Such paid time will be paid inclusive of all allowances the Employee would normally receive;
- (e) The right to paid time to attend accredited industrial and dispute resolution education and training, and industry-based conferences, during normal working hours. Such paid time will be paid inclusive of all allowances the Employee would normally receive;
- (f) The right of access to a private lockable area containing:
  - a telephone
  - an iPad equipped with mobile internet access
  - a table and chairs

- a filing cabinet
- air-conditioning/heating
- access to stationery and other administrative facilities, including use of facsimile, use of email (if available on site).

(g) The right to place information on a notice board in a prominent location in the workplace for the purpose of carrying out their role under this Agreement.

2.4.2 A duly elected Union Delegate shall be paid the following all-purpose hourly allowance from 1 July 2024:

From 1/07/2025	From 1/07/2024	From 1/07/2026
\$2.63	\$2.77	\$2.91

2.4.3 Where the Employee is a member of a Union representative committee (such as First Nations, Women, Apprentices), that Employee will have the right to paid time to attend training in industrial and dispute resolution, and industry conferences.

2.4.4 Union Delegate and OHS Representatives will 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 in this clause.

The Employer will release from work without loss of pay each accredited Delegates and Occupational Health and Safety Representative to attend monthly meetings conducted by the Union to consult on industry related matters.

Other meetings agreed by the Employer and the Union will also be covered by this clause.

2.4.5 *Union Rights Promoting Representation of Members*

The company shall establish policies and procedures so that all reasonable steps are taken to encourage employees, to become financial members of the relevant branch of the Union, subject to relevant legislation.

Any company representative who discourages an employee from becoming a financial member of the union breaches the intent of this Agreement.

The company must invite a Union Delegate to attend every company/Site induction for new employees and to address employees for at least half an hour per attendance.

A standing invitation exists for any representative of the Union covered by this Agreement to enter any place where company employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.

The company will allow the Union to promote membership of the Union.

The company will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.

The company will provide any information to the Union about employees that the Union

requires, and that is necessary to ensure compliance with this Agreement in accordance with and subject to the *Privacy Act 1988 (Cth)*.

Employees are entitled to have reasonable paid time off to attend union meetings. The Union shall notify the Company that a meeting is to occur prior to the commencement of the meeting.

## **2.5 FLEXIBILITY CLAUSE**

- 2.5.1 An Employee and the Employer may agree to an arrangement (individual flexibility arrangement) varying the effect of certain terms of this agreement in relation to the Employee and the Employer, in order to meet the genuine needs of the Employee and Employer;
- 2.5.2 The terms that may be varied are:
- Parental leave. (For example, the Employer and the Employee may agree that the maximum period of unpaid parental leave be increased);
  - Long service leave. (For example, where the Employee has an entitlement to a period of long service leave, the Employer and the Employee may agree that the Employee can take twice that period of long service leave at half pay);
  - Smoko breaks and Lunch Breaks; and
  - RDOs.
- 2.5.3 Any individual flexibility arrangement agreed to under this enterprise agreement must be genuinely agreed to by the Employer and the Employee;
- 2.5.4 The Employer must not exert undue influence or undue pressure on an Employee in relation to the making of an individual flexibility arrangement;
- 2.5.5 Where the Employer seeks to enter into an individual flexibility arrangement, the Employer must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 2.5.6 The Employer must ensure that any individual flexibility arrangement agreed to under this enterprise agreement must
- (a) be about matters that would be permitted matters if the arrangement were an enterprise agreement; and
  - (b) not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
  - (c) result in the Employee being better off overall than the Employee would have been if no individual arrangement were agreed to; and
  - (d) must not result in a reduction in health and safety at work; and
  - (e) be in writing and signed:
    - (i) in all cases - by the Employee and the Employer; and
    - (ii) if the Employee is under 18 - by a parent or guardian of the Employee; and
  - (f) name the parties to the agreement; and
  - (g) state each term of this agreement that the Employer and the Employee have agreed to vary the effect of; and
  - (h) detail how the effect of each term has been varied by the individual flexibility



- arrangement; and
  - (i) detail how the individual flexibility agreement results in the Employee being better off overall in relation to the Employee's terms and conditions of employment; and
  - o) state the date the agreement commences to operate; and
  - (k) be able to be terminated:
    - (i) by either the Employee, or the Employer, giving written notice of not more than 28 days; or
    - (ii) by the Employee and the Employer at any time if they agree, in writing, to the termination.
- 2.5.7 The Employer must ensure that a copy of any individual flexibility arrangement agreed to under this agreement is given to the Employee within 14 days after it is agreed to;
- 2.5.8 A copy of any individual flexibility arrangement agreed to under this agreement must be kept as a time and wages record;
- 2.5.9 No individual flexibility arrangement agreed under this agreement may operate retrospectively;
- 2.5.10 The Employer will provide an Employee representative with details of any or all individual flexibility arrangements agreed to in accordance with the provisions of this clause if reasonably requested to do so. A request will be reasonable if the request relates to the Employee representative's role in representing Employees covered by the agreement.
- 2.5.11 Any information provided in response to such a request must not breach the provisions of the Privacy Act 1988 or the Fair Work Act 2009;
- 2.5.12 For the avoidance of doubt, except in relation to 2.3.6(e)(ii), which relates to signing arrangements concerning parents or guardians of Employees who are less than 18, nothing in this agreement requires any individual flexibility arrangement agreed to by the Employer and Employee under this agreement to be approved, or consented to, by another person.

### **2.3A REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

Requests for flexible work arrangements will be made and dealt with in accordance with this clause and the Act. Where a provision of the Act provides for a greater benefit or entitlement, the Act shall apply.

#### **2.3A.1 Employee may request change in working arrangements**

Clause 2.3A applies where an Employee has made a request for a change in working arrangements under s.65 of the Act

Note 1: Section 65 of the Act provides for certain Employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 2.3A is an addition to s.65.

### **2.3A.2 Responding to the request**

Before responding to a request made under s.65, the employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are *not* made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the Employee a written response to an Employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

### **2.3A.3 What the written response must include if the employer refuses the request**

Clause 2.3A.3 applies if the employer refuses the request and has not reached an agreement with the Employee under clause 2.3A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and Employee could not agree on a change in working arrangements under clause 2.3A.2, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the Employee so as to better accommodate the Employee's circumstances: and
  - (ii) if the employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

### **2.3A.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the Employee reached an agreement under clause 2.3A.2 on a change in working arrangements that differs from that initially requested by the Employee, the employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

## **2.3 A.5 Dispute resolution**

Disputes under this clause shall be dealt with in accordance with the dispute settlement procedure.

## **PART 3 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

### **3.1 EMPLOYMENT CATEGORIES**

3.1.1 Employees covered by this Agreement will be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) casual (as prescribed in clause 3.2); or
- (c) part-time (as prescribed in clause 3.3)

#### 3.1.2 New Employees

All new Employees other than casuals will be engaged on the basis of a 3-month -probationary period. This period counts as service. Further, time worked with the Employer while working for a labour hire firm will be considered time served in relation to the 3-month probationary period.

The Company or the probationary Employee may terminate the employment at any time during the probationary period by giving one week's notice to the other.

Where this notice is not given the Company must pay the Employee for the notice period (if the Company terminates) or the Employee may forfeit pay for the notice period (if the Employee terminates).

#### 3.1.3 Inductions

- (a) This clause applies where an Employee is required to successfully complete a Site Induction Program (SIP). Current Employees or Employees at anytime, may be required at the Company's discretion to undertake refresher courses.
- (b) The SIP will be conducted at a central location provided for by the Company. The Company reserves the right to alter the duration of the program and to conduct further and/or refresher programs at any time and when the Company considers it necessary.
- (c) After successful completion of the SIP, each Employee, at the Company's discretion, may be issued with a Personal Site Identification Pass (PSIP).
- (d) At each induction program arranged by the Company where more than 5 persons are programmed to be in attendance, the Company will invite an Official of the CEPU (ETU) to participate in the induction program on the basis that the Official will be allowed reasonable time, as agreed in advance, to explain the need for compliance with the Disputes Avoidance Procedure and report on all or any other matters directly or indirectly associated with the making or operation of this Agreement.
- (e) Where an Employee has successfully completed an induction program remotely (for instance online at home), then the Employer will make a payment equivalent to a reasonable amount of time taken to successfully complete the induction program at overtime rates. A reasonable amount of time will have regard to the content and complexity of the program.

- (f) Where an Employee is directed to attend another Site and is required to complete another Site Induction Program, the Employee will either perform this work during work time or will be paid at overtime rates.
- (g) At the commencement of employment, where an Employee has been asked to perform pre-employment inductions (such as Site inductions) the Employer will pay, as a once off in the first pay cycle, the following payment:

	<b>From commencement</b>	<b>From 1 July 2024</b>	<b>From 1 July 2025</b>	<b>From 1 July 2026</b>
<b>Induction allowance</b>	\$232	\$243	\$256	\$269

This allowance does not include standard onboarding inductions (such as bullying and harassment training), as this will be performed during ordinary working time.

#### 3.1.4 Training

The Employer will, where possible, direct Employees to perform training during a rostered shift. Where the direction to perform this training is not during a rostered shift (for instance that it can be done from home), then the Employer shall pay overtime rates for such time.

### **3.2 CASUAL EMPLOYMENT**

A casual Employee is an Employee who is engaged to perform work on an intermittent, irregular and non-systematic basis and whose employment is dependent on the employer's labour requirements.

A casual Employee employed in any Division, other than the Coal Work Division, will be paid per hour 1/36th of the all-purpose weekly rate prescribed by clause 4.1 for the classification in which the Employee is ordinarily employed, plus 25%, with a minimum payment of 3 hours.

A casual Employee, employed in Coal Work Division, will be paid per hour 1/35th of the all-purpose weekly rate prescribed by clause 4.1 for the classification in which the Employee is ordinarily employed, plus 25%.

For the purposes of calculating overtime and penalties, the ordinary rate for a casual Employee includes the casual loading.

Notwithstanding any casual conversion obligations set out in the Act, if the Employer wishes to retain a casual Employee for a period longer than six weeks duration, the Employee must be offered permanent full-time employment. Where the offer is made to accommodate a job-share arrangement, a flexible work arrangement request or a transition to retirement plan the offer may be on a permanent part-time basis.

A casual Employee, howsoever rostered, who has not been converted to permanent employment after six weeks is entitled to be paid 175 percent of the hourly rate prescribed in this Agreement for the Employee's classification.

### **3.3 PART-TIME EMPLOYMENT**

- 3.3.1 A part-time Employee is an Employee who:
- (a) is employed for less than 36 ordinary hours per week; and
  - (b) has reasonably predictable hours of work; and
  - (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered by this Agreement.
- 3.3.2 At the time of engagement, the Employer and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.
- 3.3.3 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time Employees.
- 3.3.4 The agreed number of ordinary hours per week will not be varied without the consent of the Employee. Any agreed variation to the number of weekly hours of work will be recorded in writing.
- 3.3.5 The Employer is required to roster a part-time Employee for a minimum of 4 consecutive hours on any day that they are required to work.
- 3.3.6 All time worked outside the spread of ordinary working hours as provided for in clause 5.1, and all time worked in excess of the hours as mutually agreed in accordance with this clause is overtime and will be paid at the rates prescribed in clause 5.4 - Overtime.
- 3.3.7 A part-time Employee employed under the provisions of this clause is to be paid for ordinary hours worked at the rate of 1136th of the weekly rate prescribed for the class of work performed.
- 3.3.8 Where a public holiday falls on a day upon which a part-time Employee is normally employed and the Employee is not required to work, that Employee will be paid for the hours which would normally have been worked on that day. If required to work on that day, the Employee will be paid for the time worked at the appropriate penalty rate.
- 3.3.9 Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, or vice versa. If such an Employee transfers from part-time to full time, or vice versa, all accrued Agreement and legislative entitlements will be maintained,
- 3.3.10 An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee will be paid as a casual Employee in accordance with clause 3.2.
- 3.3.11 All other provisions of the Agreement relevant to weekly Employees will apply to part-time Employees.
- 3.3.12 An Employee will be entitled to annual leave, and personal leave (and, where relevant, parental leave) in terms of clauses 6.1, 6.2 and 6.5. Such entitlements will be calculated proportionate to the average number of ordinary hours worked each week.
- 3.3.13 A part-time Employee will be entitled to the full provisions prescribed for permanent

Employees under clause 3.4 (Termination of Employment), clause 3.5 (Redundancy).

### **3.4 TERMINATION OF EMPLOYMENT**

Employment may be terminated by the Employer due to performance/general misconduct, serious and wilful misconduct or Redundancy.

#### **Performance/General Misconduct**

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations, An Employee may elect at any step to have their employee representative or any other person or persons of his or her choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the employee representative or any other party to this Agreement.

#### Step 1- First Written Warning

- a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:
  - (i) The issues of concern; and
  - (ii) The standards of improvement required.

#### Step 2- Final Written Warning

- a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes **exists** in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:
  - (i) The issues of concern: and
  - (ii) The standards of improvement required; and
  - (iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.
- b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

#### Step 3- Dismissal

- (a) If after receiving a final warning, the Employee repeats the same conduct within a period of 6 months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

#### 3.4 *Statement of employment*

The Employer will, in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment

and the classification or type of work performed by the Employee.

### 3.4.2 Termination by Employer

- (a) The Employer may dismiss an Employee only if the Employee has been given the following written notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	1 weeks
More than 1 year 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

- (b) In addition to the notice in (a) above, Employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer will be entitled to an additional week's notice.
- (c) Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the Employee; and
  - (ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the Employee's employment contract.
- (e) The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs. For clarity (and to avoid all doubt) this means that where an Employee is on a period of leave (or R&R or RDOs) and the employer provides the Employee with notice, the period of notice does not commence until such time as the period of leave (R&R or RDOs) has finished.
- (f) The period of notice in this clause will not apply in the case of dismissal for serious misconduct, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or task/s.
- (g) The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination, or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job.
- (h) The Employer shall pay each terminated Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not

include public holidays occurring within the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.

- (i) In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer in the form of a face to face meeting with the Union prior to any final decision on transfer or termination being made. The affected Employee and their nominated representative will be immediately advised in writing of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

#### 3.4.3 *Notice of termination by Employee*

The notice of termination required to be given by an Employee will be the same as that required of the Employer as set out in sub-clause 3.4.2(a), above.

#### 3.4.4 *Time off during notice period*

During the period of notice of termination given by the Employer, an Employee will be allowed up to one day's time off per week, without loss of pay, for the purpose of seeking other employment. This time off will be taken at times that are convenient to the Employee after consultation with the Employer.

### 3.5 **REDUNDANCY**

3.5.1 The objectives of this provision are to:

- Provide sufficient flexibility to effectively address workforce issues arising from the rationalisation of operations and services from time to time, the changing nature of work and/or the rapidly changing environment Within which the Employer operates.
- Maintain Employees in employment within the Employer wherever possible.
- Give preference to redeployment and voluntary retrenchment where appropriate.

#### 3.5.2 *Consultation before terminations*

- (a) Where an Employer decides that the Employer no longer wishes the job an Employee has been doing to be done by anyone, and that decision may lead to termination of employment, the Employer will consult the Employee directly affected and their representative/s.
- (b) The consultation will take place as soon as the Employer has made a decision and will cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned. Consultation will include any relevant Employee Representatives and/or Union Delegate/s.
- (c) For the purpose of the consultation the Employer will, immediately, provide in writing, to the Employees concerned and their representative/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out, provided that the Employer will not be required to disclose confidential information, the disclosure of which would be adverse



to the Employer's interests. Provided further that any information provided in relation to this sub-clause must not breach the provisions of the Privacy Act 1988 or the Act.

- (d) No permanent Employee shall be made redundant under this Agreement where there the Company has engaged casual employees, labour hire or sub-contractors performing comparable/similar work.
- (e) The Employer will call for voluntary redundancies before giving effect to any forcible redundancies.

### 3.5.3 *Transfer to lower paid duties*

- (a) Where an Employer offers the Employee an alternative role which is lower paid, and the Employee accepts ('noting that the Employee may refuse if the offer is not suitable), the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under clause 3.4.
- (b) The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the Employee; and
  - (ii) the amounts payable to the Employee for the hours including for example, allowances, loadings *and* penalties; and
  - (iii) any other amounts payable under the Employee's employment contract.

### 3.5.4 *Transfer of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Agreement transferred from an Employer (old employer to another Employer (new employer), *and* an Employee who at the time of such transfer was an Employee of the old employer of the business, becomes an Employee of the new employer:
  - (i) the continuity of the employment of the Employee will be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the Employee has had with the old employer or any prior employer will be deemed to be service of the Employee with the new employer; and
  - (iii) any accrued personal, annual or long service leave transfers to the new employer.
- (b) In clause 3.5.3 'business' includes 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

### 3.5.5 *Time off during notice period*

- (a) Where a decision has been made to terminate an Employee in the circumstances outlined in 3.5, the Employee will be allowed one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day per week during the notice period for the purpose of seeking other employment, the Employee may be required to provide a statutory declaration.

3.5.6 *Notice to Centrelink*

Where a decision has been made to terminate Employees in the circumstances outlined in clause 3.5, the Employer will notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the Employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out

3.5.7 *Notice to GIRT*

Where an Employee's position has been made redundant in the circumstances outlined in this clause 3.5 the Employer will provide to GIRT any necessary documentation and money-owed to the employee within 24 hours of the decision. For clarification the employee should be able to access all money they are entitled to within 24 hours of being made redundant.

3.5.8 *Severance pay*

- (a) Where the company pays into a redundancy trust fund in accordance with the provision of clause 4.6, the company may offset the Employee's entitlement to severance pay by an equivalent amount.
- (b) In addition to the period of notice prescribed for ordinary termination in clause 3.4.2(a), and subject to further order of FWC, an Employee whose employment is terminated for reasons set out in this clause, will be entitled to the following amounts of severance pay.

Period of Continuous Service	Severance Pay (Weeks' Pay)
Less than 1 year	nil
1 year but not more than 2 years	4 weeks
More than 2 years but not more than 3 years	6 weeks
More than 3 years but not more than 4 years	7 weeks
More than 4 years but not more than 5 years	8 weeks
More than 5 years but not more than 6 years	10 weeks
More than 6 years but not more than 7 years	11 weeks
More than 7 years but not more than 8 years	13 weeks
More than 8 years but not more than 9 years	14 weeks
More than 9 years but not more than 10 years	16 weeks
More than 10 years but not more than 11 years	14 weeks
More than 11 years but not more than 12 years	15 weeks
More than 12 years	16 weeks

(b) 'Weeks' Pay' means the ordinary time rate of pay for the Employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

(c) Apprentice Severance pay

(i) In addition to the period of notice prescribed for ordinary termination in clause 3.4.2(a), an apprentice whose is made redundant and has their training contract cancelled, will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	2
More than 2 years but not more than 3 years	4
More than 3 years but not more than 4 years	6

### 3.5.9 *Employee leaving during notice*

An Employee whose employment is terminated for reasons set out in clause 3.5.1(a) may terminate such employment during the period of notice, and, if so, will be entitled to the same benefits and payments under this clause had such Employee remained with the Employer until the expiry of such notice:

Provided that in such circumstances the Employee will not be entitled to payment in lieu of notice.

## 3.6 **CONTINUITY OF SERVICE**

3.6.1 An Employee's continuity of service with the Employer is not broken if the Employee's service is temporarily lent or let on hire by the Employer to another Employer.

3.6.2 An Employee's continuity of service with the Employer is not broken by an absence, including through illness or injury-

- (a) on paid leave approved by the Employer; or
- (b) on unpaid leave approved by the Employer.

3.6.3 An Employee's continuity of service with the Employer is not broken if--

- (a) the Employee's employment is terminated by the Employer or Employee because of illness or injury; and
- (b) the Employer re-employs the Employee; and
- (c) the Employee has not been employed in a calling (whether on the Employee's own account or as an Employee) between the termination and the re- employment.

3.6.4 An Employee's continuity of service with the Employer is not broken if--

- (a) the Employee's employment is terminated by the Employer or Employee; and,
- (b) the Employer re-employs the Employee within 3 months after the termination.

Provided that where the Employee has received payment of accrued entitlements on termination this provision does not mean that they will be entitled to receive further

payment for such entitlements.

- 3.6.5 An Employee's continuity of service with the Employer is not broken if--
- (a) the Employee's employment is interrupted or terminated by the Employer with intent to avoid an obligation under this part, an industrial instrument or employment contract; or
  - (b) the Employee's employment is interrupted or terminated by the Employer as a direct or indirect result of an industrial dispute, and the Employer re-employs the Employee.
- 3.6.6 An Employee's continuity of service is not broken if-
- (a) the Employee's employment is interrupted or terminated by the Employer because of slackness of trade or business; and
  - (b) the Employer re-employs the Employee.
- 3.6.7 Service with a corporation and *any* of its subsidiaries is taken to be continuous service with the same Employer.
- 3.6.8 In this section--  
"Subsidiary" has the meaning given by the Corporations Act.  
"Terminate" includes stand-down.

### **3.7 ANTI-DISCRIMINATION**

- 3.7.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
  - (b) sexual harassment; and
  - (c) racial and religious vilification.
- 3.7.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 2.1 the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.7.4 Nothing in clause 3.7 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

- (b) an Employee, Employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti- Discrimination Commission Queensland.

### **3.8 JOB SECURITY**

- 3.8.1 The Employer is 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 guiding principle of this Agreement.

The Employer will take all measures to achieve employment security for the direct engaged permanent Employees of the Employer. All Parties 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.

- 3.8.2 The use of pyramid or sham sub-contracting arrangements or misuse of labour hire is prohibited under this agreement as it directly undermines Employee job security.
- 3.8.3 Where a labour hire Employee or an Employee of a sub-contractor subsequently commences employment with the Employer the time worked for the contractor or labour hire firm will count as time served in relation to the probationary period for the Employee.

### **3.9 CONTRACTING AND LABOUR HIRE**

The Parties to this Agreement agree to maximise the continuity of employment for existing and future employees and to ensure that permanent employment opportunities and the opportunity for promotion transfer and re-training or upskilling are not eliminated, reduced or eroded.

The Employer recognises that in certain circumstances the use of contractors and labour hire affects the job security of Employees covered by this agreement.

Where the Employer intends to engage contractors or Employees of labour hire companies to perform work that might be performed by current or future Employees under this Agreement, the Employer must first consult in good faith with affected Employees and with the Unions.

Consultation will occur prior to the engagement of sub-contractors and/or labour-hire Employees.

In the normal course. it is expected that consultation will occur with a minimum of the 14 days prior to the proposed commencement of the work by the contractors/ labour hire Employees.

For the purposes of the consultation, the Employer must inform the Union of:

- (a) the name of the proposed contractor(s) or labour hire company;
- (b) the type of work proposed to be undertaken by the contractor(s) or labour hire company;
- (c) the number of persons and qualifications of the proposed contractor(s) /

persons the labour hire company may engage to perform the work:

- (d) the likely duration of the engagement(s);
- (e) inductions and facilities for contractors and labour hire Employees.

If Employees or the Unions raise any concerns about the Labour Hire provider during the life of this Agreement, the Employer, Employees and union shall confer with the objective of resolving these concerns, including reviewing the engagement of the Labour Hire provider.

No Employee shall be made redundant during the period in which labour hire Employees, contractors and/or Employees of contractors. engaged by the Employer, are performing work that is, has been or can be performed by the Employees.

#### *Review of use of contractors*

The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this agreement.

The Employer will provide the Unions, on a quarterly basis, with details of the areas of the business/ types of work in which contractors or labour hire has been used.

#### *Wages and conditions of employment of labour hire employees*

Where the Employer engages labour hire to do work that would be otherwise covered by this Agreement it shall ensure the wages and conditions are no less favourable than that provided for in this Agreement plus a further loading of 25%.

Labour hire is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave. and short time work peaks. The employer will not use labour hire in any position on site for a period of more than six weeks. Any departure from this maximum period shall require the agreement of the Union and incur a 175% penalty rate for all work done.

The contractor who engages labour hire workers is also responsible for ensuring those workers are paid at rates no less than those contained in this Agreement. This obligation extends to liability for all outstanding wages conditions and entitlements under this Agreement.

There will be no redundancies made while the employer has engaged labour hire to undertake work that is the subject of this Agreement. Any departure from this shall require the agreement of the Union.

#### *Wages and conditions of employment of employees of sub-contractors*

Where the Employer engages contractors to do work that would be otherwise covered by this Agreement it shall pay wages and conditions that are no less favourable than that provided for in this Agreement.

This includes any Apprentices not directly hired under this Agreement, including by Group Training Organisations.

### **3.10 TEMPORARY FOREIGN LABOUR**

In this clause the term "temporary foreign labour" means a person that is not an Australian citizen or Australian permanent resident or does not have rights to work and live permanently with Australia who is employed or engaged to undertake work by the Employer.

The Employer recognises that the engagement of temporary foreign labour may undermine the Job security of the Employees covered by this Agreement. The parties wish to limit the circumstances in which temporary foreign labour can be engaged to ensure the job security of the Employees covered by this Agreement.

The Employer will not engage temporary foreign labour unless;

- a) the position is first advertised in Australia; and
- b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position; and
- c) any skills or experience requirements set out in the advertising were appropriate to the position; and
- d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job; and
- e) temporary foreign labour will be engaged in accordance with this Agreement, and
- f) Written agreement has been reached with the Union.

The Employer will, within 7 days of receiving a written request from the Union provide evidence demonstrating its compliance with this clause. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

Where an employer engages temporary foreign labour in breach of this clause. the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

### **3.11 EQUAL EMPLOYMENT OPPORTUNITY**

3.11.1 The Company recognises that a successful business can only be achieved and maintained by treating all people engaged by the business equitably. The company is therefore strongly committed to ensuring that any business decisions are not based on issues of gender, age, race, national extraction, religion, marital status, physical disability etc but rather on merit.

3.11.2 The Employer will implement an equal employment opportunity policy with the objectives of:

- (a) increasing, encouraging and fostering equal employment and participation at all levels of work activity;
- (b) maximising equal employment development and the transfer of job skills and information in order to increase knowledge, independence, remuneration, job security and self- sufficiency; and
- (c) facilitating and encouraging all Employees to determine their career path

### **3.12 CUSTOM AND PRACTICE**

Employees can expect existing custom, and practice will continue unless specifically

determined otherwise by the terms of the Agreement.

### **3.13 CONDITIONS OF EMPLOYMENT**

It is a term and condition of employment under this Agreement that an Employee must

- (a) Have access to a copy of the Agreement and be supplied with a copy of this Agreement on commencement;
- (b) Be supplied with a "Tool List" Form to be completed before work commences; and
- (c) Have access to a copy of the *Electricity Safety Act*, Electricity Safety Regulations, relevant Codes of Practice, and AS 3012. A copy of each of these will be provided to the Employee on request.

### **3.14 TRANSFER OF LABOUR**

If a temporary halt to productive work occurs which is not the fault or the responsibility of the Company, other than inclement weather, the parties agree that Employees can be relocated to other unaffected areas within the company to continue productive work or to other sites if work is available. Employees relocated in this manner will continue to be paid in accordance with this Agreement during the temporary transfer.

If an Employee is required to relocate to another site at the request of the Employer the transfer and any costs associated with the transfer will be borne by the Employer (e.g. car parking, tolls etc).

This clause only refers to transfers between sites on any one day and does not include any costs, such as tolls, associated with the Employee travelling to and from the site/s for the commencement of the working day.

### **3.15 FIRST NATIONS EMPLOYMENT AND RECOGNITION**

The Employer recognises that there is a significant population of First Nations People within Queensland. The Employer shall use its best endeavours to employ a minimum of 5% of its total workforce who identify as First Nations People.

The Employer will ensure that all Employees receive cultural awareness training as part of the induction process to ensure that all workers are made aware of the history and spiritual connection that traditional owners have with each area where the work takes place.

The Employer recognises that a supportive working environment for Aboriginal and Torres Strait Islander people requires the redress of racism, social justice, exploitation and employment inequality. Reflecting the parties' commitment to the principles of Aboriginal and Torres Strait Islander self determination, social and restorative justice and cultural affirmation the Employer will:

- a) Ensure increasing First Nations employment targets in consultation with community organisations and the union.
- b) Each Aboriginal and Torres Strait Islander Employee is entitled to an additional 5 days paid leave for participation in cultural and ceremonial activities. Where additional



leave is required access to annual and unpaid leave will be available to be taken.

c) Ensure active skill and career development and support for Aboriginal and Torres Strait Islander Employees.

### **3.16 WOMEN IN INDUSTRY**

The Parties support the promotion of women into the industry and shall develop initiatives to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry. The Maternity and Job-Sharing clauses contained in this agreement are examples of this.

At a minimum, female toilets with sanitary bins shall be provided at all workplaces. In determining the location of the amenities, the Employer must consider the most appropriate balance of privacy, safety and security. This will be done under consultation with the safety committee.

The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism or any other unacceptable behaviour will not be tolerated, and will result disciplinary action in accordance with this agreement. The employer agrees to ensure appropriate avenues for reporting unacceptable behaviour are in place and all employees are made aware of those avenues.

### **3.17 MATURE AGE EMPLOYEES**

A mature age Employee is a worker 50 years or older.

The parties recognise that a lifetime in the construction industry can take its toll on a person's wellbeing. Wherever possible, the Employer shall implement measures to encourage the retention and employment of older employees and to maintain a ratio of 1 mature age worker to every 8 employees covered by this agreement. To the extent possible, this includes (but is not limited to) the preservation of jobs such as store persons and electrical commissioning and testing roles for workers over the age of 50.

### **3.18 JOB SHARE**

Subject to operational requirements, applications for part-time working arrangement, including job sharing, will be considered on a case by case basis and may be implemented through mutual agreement between the Employee(s) concerned and management.

### **3.19 RETIREMENT TRANSITION PLAN**

Employees who are approaching retirement may elect to engage with the Employer on a Retirement Transition Plan. The Employee will need to submit their request no earlier than 6 months from the commencement date of the Retirement Transition Plan. The Retirement Transition Plan will encompass the individual circumstances of the Employee and be subject to operational requirements of the Employer. Applications from Employees for a Retirement Transition Plan will be considered on a case by case basis.

## **PART4 - WAGES, ALLOWANCES AND RELATED MATTERS**

### **4.1 WAGES**

Wage rates for all Employees are contained in Appendix 1 of this Agreement. The wage

increase for all Employees is as follows:

- 1 July 2024 7%
- 1 July 2025 5%
- 1 July 2026 5%

These wage rates are effective from the first full pay period to commence on or after the date specified in the wages schedule set out in Appendix 1 of this agreement immediately following the date of approval of the agreement by the Employees.

## **4.2 APPRENTICES**

4.2.1 Apprentices are the future of our industry and the parties reaffirm their commitment to the training of apprentices. Further they will make every endeavour to make full time apprenticeships available with the company.

To ensure that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the Employer will endeavour to maintain a ratio of at least one apprentice to four (4) tradespeople.

The Employer will prioritise engaging direct hire Apprentices where reasonably practicable. The Employer acknowledges that Apprentices engaged by Group Training Organisations may adversely affect the job security of direct hire Apprentices. Wages and conditions of Apprentices through Group Training Organisations is dealt with at clause 3.9.

4.2.2 Apprentices, other than existing Employees, will be paid in accordance with the tables in Appendix 1 of this Agreement.

4.2.3 Existing Employees

4.2.3.1 An "existing Employee" will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship for at least three months immediately prior to becoming an apprentice with that Employer,

4.2.3.2 Existing Employees may participate in apprenticeships. An existing Employee will not be required to serve any probationary period in relation to their contract of employment or for the purposes of the Training and Employment Act 2000. A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the Employee's suitability for training under a Training Contract. Where the Employee proves to be unsatisfactory for training under a Training Contract, the person will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract in accordance with subclause 4.2.3.7.

4.2.3.3 Where existing Employees commence an apprenticeship, the Employer will endeavour to minimise any adverse effects on other Employees. Additionally, such other Employees will not be displaced from or disadvantaged in their employment by the engagement of new apprentices.

- 4.2.3.4 Existing Employees will not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice.
- 4.2.3.5 Provided that an existing Employee who was engaged as a casual Employee prior to becoming employed as a full-time or part-time apprentice will not be entitled to retain casual loading.
- 4.2.3.6 An existing Employee will maintain continuity of employment despite having entered into an apprenticeship.
- 4.2.3.7 Existing Employees whose Training Contract is completed or cancelled will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

#### **4.2.4 Apprentice Fares and Travel**

- (a) Fares and travel apply to apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.
- (b) However, where the company provides an apprentice with a vehicle, or other means of transport, the apprentice will only be entitled to be paid travel time. There will be *no* entitlement to fares.
- (c) Apprentices will be paid fares and travel as set out in Appendix 1 of this Agreement.

#### **4.2.5 Adult apprentice Fares and Travel:**

- (a) Fares and travel apply to apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.
- (b) However, where the company provides an apprentice with a vehicle, or other means of transport, the apprentice will only be entitled to be paid travel time. There will be no entitlement to fares.
- (c) Adult apprentices will receive the full amount of fares and travel, as set out in Appendix 1 of this Agreement.

#### **4.2.6 Supervision**

The parties agree that the Department of Education and Training guidelines which state "Whilst a ratio of one qualified person to each apprentice is expected in a workplace, this may vary from situation to situation dependent on a range of indicators" will be adhered to. To this end the Employer will ensure that each tradesperson will supervise no more than 1 apprentice. No apprentice will work unsupervised.

#### **4.2.7 Payment for Course Time**

Time spent by an apprentice undertaking the training to be delivered under the training plan (as defined in the Further Education and Training Act 2014) is taken to be time worked for the Employer and will be paid at the ordinary time rate. This applies irrespective of the way the supervised training is delivered\_ To avoid all doubt this includes time taken for assessments, including "resits" where applicable.

#### **4.2.8 Fares and Travel for attendance at college**

An apprentice will be entitled to receive the daily fares and travel where they attend college as set out in Appendix 1.

#### **4.2.9 Training costs**

- (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 set out in clause 4.2.9(a) above.

#### **4.2.10 Other Apprentice related matters**

Where not contained in this agreement, other Apprentice matters including training, allowances and termination will be dealt with the relevant State legislation and Orders.

### **4.3 SUPERANNUATION**

- 4.3.1 In addition to the rates of pay prescribed by clauses 4.1 and 4.2, all eligible Employees will be entitled to Superannuation provisions, as prescribed in this clause and Appendix 1.

In the absence of an Employee having an existing superannuation fund, or nominating a superannuation fund, the Employer will make contributions to CBUS as the default fund until such time as an Employee superannuation standard choice form is returned.

All Superannuation contributions will be paid as required by the trust deed of CBUS.

Superannuation for Employees must be paid in accordance with the provisions of this clause and the Appendix that applies to the employment of the Employee. Where there is an inconsistency between this clause and the Appendix, the appendix will apply, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out in the Appendix, In such a case the superannuation guarantee levy contribution rate will apply.

Apprentices must have Superannuation contributions paid into their account a contribution that is equal to or better than the provision of the Superannuation contributions in the Superannuation Guarantee Legislation.

All contributions paid in accordance with the provisions of this clause will be paid on a

monthly basis.

#### 4.3.2 Definitions

- (a) "Eligible Employee" will mean an Employee, including an apprentice, engaged to work under the terms and conditions of this Agreement.
- (b) "The Plan" will mean CBUS or its successor.
- (c) "Ordinary time earnings" will mean the ordinary time rate of pay the Employee receives for their ordinary hours of work, including:
  - all work related allowances such as tool allowance, tradesperson's allowance, licence *Qualified Technical Person (QTP)*, service increment, construction, reconstruction, alteration and repair and/or maintenance work allowances;
  - shift loading, qualification allowance (e.g. first aid), district/location allowances, leading hand allowances, forepersons allowance, and other supervisory allowances, mobility allowance; and
  - special rates including asbestos eradication allowances, multi-storey allowances, including service core allowance, height money, disability allowances such as live sewer allowance, special sites allowance and underground work allowance
  - On ordinary hours worked as a result of a temporary roster change, irrespective of whether penalty rates apply.

#### 4.3.3 Contributions

##### **Employer**

Subject to the provisions set out in Appendix 1, the Employer will make minimum contributions of an amount equal to the minimum superannuation guarantee levy. Further adjustments to the percentage contribution will be made in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth). Each payment of contributions will be rounded off to the nearest 10 cents.

##### **Employee Co-Contribution**

All Employees will contribute to their own superannuation fund through co-contribution in accordance with the provisions set out in Appendix 1. This co-contribution will be a salary sacrifice contribution.

It is the Employee's responsibility to advise the Employer should they not wish to co contribute to their own Super account. This must be done in writing by the Employee and specify a date at which the co- contributions are to cease.

The Employer is still obligated to pay the appropriate superannuation amount in accordance with this agreement and at law. The Employee's co-contribution is an amount in addition to the Employer's contribution.

Contributions for part-time or casual Employees, provided they are employed for a minimum of 10 hours per week or 40 hours per month, will be on the same basis as full-time Employees.

#### 4.3.4 Cessation of Contributions

Employee eligibility for contributions to the Plan will cease at the end of the last *day* of employment with an Employer. The Employer will not be required to make any further contributions to the Plan after such date.

#### 4.3.5 Regular Payment

The Employer will regularly pay the contributions outlined in clause 4.3.3 to the credit of each such Employee in accordance with the requirements of the Approved Fund Trust Deed, but in any event at least once in each calendar month. Where contributions have not been paid within 31 days from the end of the month in which the last Company contribution was made Employees may access the disputes procedure of this Agreement to rectify the lapse.

#### 4.3.6 Absences from Work

Contributions will continue to be paid on behalf of an eligible Employee during any absences on paid leave including Annual Leave, Long Service Leave including Q Leave, Public Holidays, Domestic and Family Violence Leave, Personal Leave and Bereavement Leave, but the Employer will not be required to pay superannuation contributions on behalf of any eligible Employee during any unpaid absences, except in the case of absence on workers' compensation or income protection. In the case of Workers' Compensation and income protection, the Employer will contribute in accordance with Clause 4.3.3. To avoid all doubt, Employees accessing unpaid leave in accordance with the provisions of clause 6.10 are not eligible Employees for the purposes of this clause.

### **4.4 INCOME INSURANCE**

The Employer will maintain income protection insurance (sickness and injury) for Employees covered by this Agreement.

The following fund will be used for the purposes of the provision of Income Protection insurance:

#### **Electrical classifications: Windsor Income Protection**

For Employees employed in the Commercial Construction Work Division (SEQ - \$50 million or more or \$100 million or more outside of SEQ), Gladstone & the Engineering Work Division the employer will contribute the following amounts (exclusive of GST) for each of the following Employees as the premium charged for Income Protection:

	<b>Rates (Inclusive of Stamp Duty)</b>		
	1-Jul-24	1-Jul-25	1-Jul-26
Electrician	\$52.10	\$54.70	\$57.44
Apprentice Year 1	\$17.71	\$18.60	\$19.53
Apprentice Year 2	\$23.97	\$25.16	\$26.42
Apprentice Year 3	\$32.82	\$34.46	\$36.19
Apprentice Year 4	\$39.59	\$41.57	\$43.65

Adult Apprentice Year 1	\$32.82	\$34.46	\$36.19
Adult Apprentice Year 2	\$34.91	\$36.65	\$38.48
Adult Apprentice Year 3	\$36.99	\$38.84	\$40.78
Adult Apprentice Year 4	\$39.59	\$39.59	\$43.65

	Maximum Benefit (Per Week)		
	1-Jul-24	1-Jul-25	1-Jul-26
Electrician	\$3,100.00	\$3,200.00	\$3,300.00
Apprentice Year 1	\$ 1,120.00	\$1,220.00	\$1,320.00
Apprentice Year 2	\$ 1,480.00	\$1,580.00	\$1,680.00
Apprentice Year 3	\$ 1,990.00	\$2,090.00	\$2,190.00
Apprentice Year 4	\$ 2,380.00	\$2,480.00	\$2,580.00
Adult Apprentice Year 1	\$ 1,990.00	\$2,090.00	\$2,190.00
Adult Apprentice Year 2	\$ 2,110.00	\$2,210.00	\$2,310.00
Adult Apprentice Year 3	\$ 2,230.00	\$2,330.00	\$2,430.00
Adult Apprentice Year 4	\$ 2,380.00	\$2,480.00	\$2,580.00

For all other Employees, the Employer will contribute the following amounts for each of the following Employees as the premium charged for Income Rates (Inclusive of Stamp Duty)

	Rates (Inclusive of Stamp Duty)		
	1-Jul-24	1-Jul-25	1-Jul-26
Electrician	\$42.93	\$45.08	\$47.34
Apprentice Year 1	\$ 15.39	\$ 16.15	\$16.96
Apprentice Year 2	\$ 18.43	\$ 19.35	\$20.31
Apprentice Year 3	\$ 22.18	\$ 23.29	\$24.46
Apprentice Year 4	\$ 25.76	\$ 27.05	\$28.40
Adult Apprentice Year 1	\$ 23.61	\$24.79	\$26.03
Adult Apprentice Year 2	\$ 25.22	\$26.49	\$27.81

Adult Apprentice Year 3	\$ 26.48	\$27.80	\$29.19
Adult Apprentice Year 4	\$ 28.62	\$30.05	\$31.56

	Maximum Benefit (Per Week)		
	1-Jul-24	1-Jul-25	1-Jul-26
Electrician	\$2,500.00	\$2,600.00	\$2,700.00
Apprentice Year 1	\$960.00	\$1,060.00	\$1,160.00
Apprentice Year 2	\$1,130.00	\$1,230.00	\$1,330.00
Apprentice Year 3	\$1,340.00	\$1,440.00	\$1,540.00
Apprentice Year 4	\$1,540.00	\$1,640.00	\$1,740.00
Adult Apprentice Year 1	\$1,420.00	\$1,520.00	\$1,620.00
Adult Apprentice Year 2	\$1,510.00	\$1,610.00	\$1,710.00
Adult Apprentice Year 3	\$1,580.00	\$1,680.00	\$1,780.00
Adult Apprentice Year 4	\$1,700.00	\$1,800.00	\$1,900.0

Premiums will continue to be paid during any absences on paid leave including Annual Leave, Long Service Leave including Q Leave, Public Holidays, Domestic and Family Violence Leave, Personal Leave, Bereavement Leave and any approved unpaid absences. including any absence on workers' compensation or income protection.

**4.5 ALLOWANCES**

In addition to the payment of wages the following allowances will be paid. Where appropriate these allowances will form part of the ordinary weekly wage for all purposes of the agreement. (e.g. overtime, sick pay, annual leave, statutory holidays etc.).

Except where otherwise provided in this Agreement, all allowances will remain fixed for the duration of the Agreement

*4.5.1 Building construction work (All Purposes Allowance)*

For the purposes of this agreement building construction work will be deemed to include all electrical work carried out during the construction of new buildings, the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings.

*4.5.2 Emergency work*

Employees called out on emergency work will be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they



must return home within a reasonable time, and payment will be calculated accordingly, but such payment will not be less than 3 hours wages at ordinary rates.

4.5.3 *First aid person*

When an Employee who holds an appropriate First Aid Certificate is appointed by the Employer as a First Aid Person/Attendant they will be paid a weekly allowance in accordance with the table below, in addition to their ordinary rates.

<b>From approval of the Agreement</b>	<b>From 1 July, 2024</b>	<b>From 1 July 2025</b>	<b>From 1 July 2026</b>
\$21.80 per week	\$22.89	\$24.03	\$25.23

4.5.4 *Leading hand*

In addition to the wages prescribed by this Agreement, and in accordance with the wage rates set out in Appendix 1 of this agreement, Leading Hands will be paid an additional all-purpose allowance each week where these Employees are employed for not less than 36 hours per week inclusive of statutory holidays and an all-purpose daily rate when required to work less than 36 hours.

This additional payment will be paid for all purposes of the Agreement and will be regarded as part of the wage of the Employee concerned and will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc.

4.5.5 *Foreperson*

In addition to the wages prescribed by this Agreement, and in accordance with the wage rates set out in Appendix 1 of this agreement, Forepersons Grade 1 and Forepersons Grade 2 will be paid an additional all-purpose allowance each week.

This additional payment will be paid for all purposes of the Agreement and will be regarded as part of the wage of the Employee concerned and will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc.

4.5.6 *Site Allowance*

- (a) *Commercial Construction Work Division SEQ - \$50 million or more, Commercial Construction Work Division outside of SEQ over \$100 million, & Engineering Work Divisions - Site Allowance Scale (Flat)*

All Employees who are working on a Commercial Construction Work Site in SEQ with a Total Construction Contract value of \$50 million or more, Commercial Construction Work Division outside of SEQ with a Total Construction Contract value of \$100 million or more) & Engineering Work Divisions will be paid the following Site Allowance.

The scale of hourly site allowance is:

<b>Total Construction Contract Value in Millions of Dollars</b>			<b>Hourly Site Allowance</b>
50	To	100	<b>\$2.50</b>
100	To	200	<b>\$3.50</b>
200	To	300	<b>\$4.50</b>
300	To	400	<b>\$5.00</b>

400	To	500	<b>\$5.50</b>
500	To	600	<b>\$6.00</b>
600	To	700	<b>\$7.00</b>
700	To	800	<b>\$8.00</b>
800	To	900	<b>\$9.00</b>
900	To	\$1bil	<b>\$11.00</b>
\$1bil and over			<b>\$11.00</b>

(b) *Commercial Construction Work Division (other than SEQ - \$30 million to \$100 million)*

All Employees who are working on a Commercial Construction Work Site, in an area other than SEQ, with a Total Construction Contract value of between \$30 million and \$100 million) will be paid the following Site Allowance.

The scale of hourly site allowance is:

<b>Total Construction Contract Value in Millions of Dollars</b>	<b>Site Allowance</b>
<b>30 to 1100</b>	<b>\$2.50</b>

(c) *Commercial Construction Work Division, other than those set out (a) or (b) above:*

Where there is no specific contractual requirement for a site allowance, Employees will be paid the following site allowance as detailed in the Contract Value Scale below:

<b>Electrical Contract Value</b>	<b>Hourly Site Allowance Scale</b>
\$100K-\$200K	\$0.50
\$200K-\$250K	\$0.75
\$250K-\$500K	\$0.90
\$500K-\$1 M	\$1.00
OVER \$1 M	\$1.25

**Conditions of payment**

The allowances detailed above will be paid as a flat amount for each hour worked and will remain unaltered for the duration of the project.

The total construction contract value is the total cost of all works associated directly or indirectly with the construction project and is not limited to the contract value of the company.

The site allowance compensates for all special factors and/or disabilities on a project and is in lieu of the following special rates - confined space, wet work, dirty work, second hand timber and fumes.

The allowance is not subject to any premium or penalty and will compensate for all disabilities associated with that worksite.

#### 4.5.7 *Height money*

Employees, other than linespersons and their assistants, required to perform work at a height from 15.25 metres to 22.87 metres from the ground or low-water level or nearest horizontal plane will be paid in accordance with the table below the following payment per week extra. This payment will not be broken down to an hourly or daily rate.

<b>From 1 July, 2024</b>	<b>From July 1 2025</b>	<b>From July 1 2026</b>
\$18.55 per week	\$19.47	\$20.45

Employees required to perform work at a height of over 22.87 metres from the ground or low-water level or nearest horizontal plane will be paid in accordance with the table below the following payment per week extra. This payment will not be broken down to an hourly or daily rate.

<b>From 1 July, 2024</b>	<b>From 1 July 2025</b>	<b>From 1 July 2026</b>
\$27.90 per week	\$29.29 per week	\$30.75 per week

#### 4.5.8 *Live sewer work*

Tradespersons and their assistants engaged on live sewer work will be paid at the rate of time and a half for such work.

For this purpose "live sewer work" will mean work carried out in situations where there is direct aerial connection with a sewer, through which sewerage is flowing. The term will include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but will not apply to routine maintenance which does not require the dismantling of pumps etc. The term will also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.

Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate will not apply.

Employees who are, on any day, required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) will be paid not less than 4 hours at time and a half during ordinary hours or at the appropriate rate for overtime. All times involved in travelling to and from such operations will be deemed to be time worked for this purpose:

Provided that clause 4.5.1 "Construction, Reconstruction, Alteration, Repair and/or Maintenance Work" will not apply when Employees are engaged on live sewer work.

#### 4.5.9 *Motor vehicles drawing trailers*

Employees driving a motor vehicle to which a trailer is attached will be paid in addition to the rates prescribed herein the extra applicable amount set out hereunder:

- (a) \$1.89 per day when drawing a loaded single axle trailer.
- (b) \$1.05 per day when drawing an empty single axle trailer.
- (c) \$2.63 per day when drawing a loaded trailer with more than one axle.
- (d) \$1.37 per day when drawing an empty trailer with more than one axle: Provided that:
  - (i) When in any day an Employee drives a motor vehicle drawing an empty and a loaded trailer they will be paid for that day the extra rate applicable for such loaded trailer.
  - (ii) Not more than one trailer will be attached and drawn at any one time.
  - (iii) The extra payment prescribed herein will not apply to Employees driving articulated vehicles or machinery floats and/or low loaders.
  - (iv) These allowances will apply only in respect of the drawing of trailers having a loading capacity in excess of .508 tonnes.
  - (v) The term "trailer" does not include caravans, compressors, concrete mixers, welding plants and road brooms.

For motor vehicles drawing caravans, compressors, concrete mixers or welding plants - An Employee driving a motor vehicle to which any of the following is attached. viz.: caravan, compressor, concrete mixer or welding plant, will be paid at the rate of 17c per hour or part thereof whilst so engaged, in addition to their rate of wages prescribed herein.

#### 4.5.10 *Multi-storey allowance*

- (a) A multi-storey allowance will be paid to compensate Employees, engaged on construction on-site, for the disabilities experienced in, and which are peculiar to the construction of multi-storey buildings.
- (b) For the purpose of clause 4.5.10, a storey level means structurally completed floor, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding "half-floors" such as toilet blocks or store rooms located between floors).
- (c) A multi-storey allowance in accordance with the table set out below will be payable to all Employees engaged on construction on-site from the commencement of the project where the Project is to exceed four storeys.
- (d) The commencing point of measurement will be the lowest main floor (including basement floor levels put excluding lift walls and shafts of the building). "Floor level" means that state of construction which, in the completed building, would constitute the walking surface of the particular floor level referred to in the table of payment.
- (e) Multi-storey Rate - For work on the construction of multi-storeyed buildings and on construction sites, the following hourly rate will apply:

	1 July 2024	1 July 2025	1 July 2026
From commencement of building to fifteenth (15) floor level	\$1.52	\$1.60	\$1.68
From sixteenth (16) floor level to thirtieth (30) floor level	\$1.81	\$1.90	\$1.99
From thirty-first (31) floor level to forty-fifth (45) floor level	\$2.81	\$2.95	\$3.10
From forty-sixth (46) floor level to sixtieth (60) floor level	\$3.64	\$3.82	\$4.01
From sixty-first (61) floor level onwards	\$4.44	\$4.67	\$4.90

(f) The allowance payable at the highest point of the building will continue until completion of the building. Completion means the building is fully functional and all work which was part of the principal contract is complete; Provided that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding will not prevent the walls of a building being defined as completed.

#### 4.5.11 *Qualified Technical Person (QTP) Allowance*

Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an Electrical Contracting Company.

Where the QTP is required to fulfil the role of endorsee to the Electrical Contracting Company and sign the appropriate paperwork, an all-purpose rate payment of \$250 per week.

The Employer will support the QTP in meeting their obligations under the Electrical Safety Act.

The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

#### 4.5.12 *Tool allowance*

(a) Employees (other than Apprentices) who possess the minimum tool list as agreed, and supply and use their own tools in the course of their work, will be paid the weekly Tool Allowance applicable hereunder.

1 July 2024	1 July 2025	1 July 2026
\$42.00	\$44.10	\$46.31

Minimum Tool List\_

Tool Box and Lock.

8 various screwdrivers (all insulated and two Philips head). Side Cutters/Knife.

Combination Pliers.

2 Adjustable Wrenches, Small/Large.

Steel Rule/Steel Tape.

Spanners. (Metric). Set of 6 0/ring combination/ full socket set Multi Grips Nice Grips.

Hammer.

Cold Chisel.

Hand Crimping Tool. (Similar to Utilux SKU102-1).

Full set of Allen keys

Level

Battery Operated

Drill.

Gas Bottle (.79kg).

Hacksaw.

Conduit

cutters

Battery impact driver

Needle Nose Pliers

Plaster Saw

Tin Snips

Cable

Strippers Test

lamps

Variations to the above list may be agreed to between the parties.

All precision tools over 30 centimetres in length, files, and hacksaw blades, hand saws, heating appliances, stocks and dies, and pipe grips (over 25 centimetres in length) required in the fitting and repairs shop or in connection with work outside the shop will be provided by the Employer.

- (b) An employer will either supply each apprentice with tools of trade of no less than \$600 retail value or pay to each apprentice a tool allowance of \$600 for each year of their apprenticeship, paid within 3 months of the commencement of each year of the apprenticeship.
- (c) All Employees will be allowed such reasonable time as the Employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.

(d) Storage of Tools:

Suitable accommodation will be provided for the preservation of the Employee's tools and clothing.

(e) An electrical worker, whilst engaged on a construction site where they are unable to arrange suitable free storage accommodation for their tools, will be provided with same by the Employer.

(f) Provided further that, where an Employee is absent from work because of illness or accident occurring during working hours, the Employer will ensure that the Employee's tools are either transported to the Employer's premises or are securely stored during their absence.

(g) Compensation for Loss of Tools:

The Company is to provide a "tool list form" for completion by each Employee on commencement. This form may be adjusted from time to time when the Employee increases/decreases his tools.

Where the Company fails to provide the list as mentioned above the Company will be liable for all tools lost, as determined by the Employee affected.

(i) Where tools are stored at a workplace

Tools stored at a workplace at the direction of the Company and which are lost due to flood, fire or by breaking and entering whilst securely stored in a lockup on major construction sites, a site shed, building or workshop must be replaced by the Company provided that:

(A) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and

(B) the loss is reported to the police.

(ii) Where tools are stored in a Company vehicle

Tools stored in a Company vehicle at the Company direction and which are lost due to flood, fire or by breaking and entering or by the vehicle being stolen must be replaced by the Company provided that;

(A) the Employee has taken appropriate precautions to prevent the loss including locking the vehicle and any storage facilities on the vehicle; and

(B) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and

(C) the loss is reported to the police.

Tool replacement will be based upon the same (or equivalent) standard and type to those declared under (i)(A) and (ii)(B).

(iii) However, if the Employer has requested the Employee to supply a list of tools kept on the job and the Employee has not supplied such a list the Employer's liability will be limited to a maximum amount of \$1000.

4.5.13 *Tradespersons allowance*



- (a) People who hold an Electrical Mechanics Certificate issued by the Electrical Safety Office, or its equivalent, will be paid an additional all-purpose amount for each week of their employment. Such payment is in recognition of the additional responsibilities assumed by such Tradespersons, for testing and connecting their own work, in accordance with the relevant electrical safety legislation.
- (b) This Allowance is payable for all purposes of the Agreement and is included in the wage rates set out in Appendix 1 of the agreement.

#### 4.5.16 *Underground work*

Employees provided for in this Agreement who are employed at or in connection with mines, will be paid, for working underground, 12.5 per cent more than the rate as specified in clause 4.1 (Wages).

#### 4.5.17 Additional PPE Allowance

Employees will be paid an additional PPE allowance in compensation for the additional disability for wearing, respirators (excluding P2 masks) and disposable protective suits. The allowance will be \$1.70 per hour Indexed in line with the yearly increases to wages. This allowance shall commence from 1 July 2024.

#### 4.5.18 Asbestos Allowance

Employees will be paid an Asbestos Allowance for working with asbestos. This allowance will be paid in addition to the PPE allowance where applicable. The allowance will be \$1,70 per hour indexed in line with the yearly increases to-wages.

#### 4.5.19 Tunnelling Allowance

A flat tunnel allowance of \$40.00 per day will be paid to all Employees who complete a minimum of an eight (8) hour shift where the Employee is required to work underground. This allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

#### 4.5.20 Technology Allowance

Where the Employer requests and the Employee agrees, an Employee may use their *own* technology (eg mobile phone or tablet), and be paid a weekly technology allowance of \$100.00 per week.

## 4.5 REDUNDANCY TRUST SCHEME (CIRTI QLD)

### 4.6A. Redundancy / Training

#### DEFINITIONS

(a) For the purposes of this clause and clauses 4.68, 4.6C and 4.60:

**"Authorised leave"** will include periods away from work on;

- (i) Annual leave;
- (ii) Paid personal leave;
- (iii) Compassionate leave;
- (IV)** Public holidays;
- (v) Long service leave;
- (vi) Parental leave;
- (vii) Income protection;
- (viii)** Rostered days off;
- (ix)** WorkCover;
- (x) Any leave which is paid for by the Employer;
- (xi)** Any leave pursuant to this Agreement, other than unpaid leave as provided in clause 6.10, where the period of continuous unpaid leave is greater than 20 days taken at one time; and
- (xii)** Any leave pursuant to the *National Employment Standard*, as set out in the Act, but will not include any periods of continuous unpaid leave (and so that there can be no doubt continuous unpaid leave is a form of leave which does not fall into one of the categories set out as (i) to **(xiii)**) greater than 20 days leave taken at one time.

**"Date of Certification"** means the date of certification of this Agreement.

**"Division"** means one of the following:

- (i) Commercial Construction Division (SEQ);
- (ii) Commercial Construction Work Division (other than SEQ);
- (iii) Workshop Division;
- (iv) Service Division;
- (v) Gladstone Division;
- (vi) Coal Industry Division;
- (vii) Engineering Division.

if such division is contained as one of the appendices to this Agreement.

**"Redundancy"** for the purposes of this clause means where the Company no longer requires the work which the Employee has been performing to be performed by anyone and this leads to termination of employment, but redundancy does not include:

- (i) termination by the Employee by voluntary resignation, retirement, death or permanent disability or abandonment; or
- (ii) termination by the Company for disciplinary reasons.

**"Redundancy Fund"** means an approved Employee entitlement fund such as the Contracting Industry Redundancy Trust (Queensland);

**"Pay period"** will mean the period of not more than 7 days over which an Employee's entitlement to remuneration is accrued.

It is specifically agreed between the Company and the Employees that there will be no action taken to

contrive redundancy where situations of genuine redundancy do not exist.

#### **4.68. REDUNDANCY PAYMENTS**

- (a) All Employees, inclusive of casuals, are entitled to redundancy benefits through payments made by the Employer to the Redundancy Fund ("the Redundancy Fund payment") by the Company on their behalf as set out in Appendix 1 of this agreement. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.
- (b) The entitlement to the Redundancy Fund payment for a pay period will arise when the Employee has worked 19 hours or more during a pay period provided that all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.
- (c) In circumstances where an Employee's entitlement to the Redundancy Fund payment arises whilst the Employee is on authorised leave then the Redundancy Fund payment will be made in the same quantum as the Redundancy Fund payment paid by the Company in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.
- (d) The Company will at the time of termination:
  - (i) provide a Redundancy Fund "certificate of employment" to the Employee with the Employee's termination payment, within two business days;
  - (ii) ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and
  - (iii) complete a certificate of employment on the form provided by Redundancy Fund to certify the length of the Employee's employment with the Company and to forthwith forward that certificate to Redundancy Fund.
- (e) When an Employee's employment is terminated by the Company on account of redundancy the Company will pay to the Employee a lump sum that equals the amount the Company is obliged to pay pursuant to the relevant industrial instrument in regard to redundancy less any credits in the Employee's account in Redundancy Fund, provided that if the Company's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in Redundancy Fund, then the Company will not be liable for any further payments in relation to redundancy pursuant to this Clause.
- (f) All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.
- (g) The Redundancy Fund payment will be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

#### **4.6C. TRAINING PAYMENT**

- (a) The Company will make payments to Jetco Inc for the purposes of providing training funds for Employees for skills within the Queensland Electrical Contracting Industry ("the training contribution").
- (b) The training contribution will be an amount being the sum of \$15 per pay period per Employee, inclusive of casuals but excluding apprentices, employed by the Company who have worked 19 hours or more in the pay period concerned.
- (c) The parties agree that due to the important nature of apprentices development the Employer

will contribute \$10.00 a week to the JETCO training fund for each apprentice. Only apprentices who work more than 19 hours a week will qualify for this payment

- (d) For the purposes of (b) all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.
- (e) The training contribution is in addition to the payments provided for in Appendix 1 under the heading "Redundancy".
- (f) The training contribution is to be made to Jetco Inc on or before the 15th of each month.
- (g) The maximum training contribution inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation will be \$10 per pay period per Employee.
- (h) No Employee will, pursuant to this clause, be entitled to receive any payment from the Company directly or indirectly, provided that Employees will be entitled, subject to Jetco Inc's agreement. to recover from Jetco Inc reimbursement of approved training costs.

#### **4.6D JETCO**

Jetco Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based. leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development. Jetco Inc's core business objectives are:

- increasing the electrical trades sector competency and professionalism; improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

In addition to the amounts set out above, for Employees working on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of \$50 million or more or a Commercial Construction Work Site outside of SEQ with a Total Construction Contract value of \$100 million or more) the Employer agrees to support Jetco Inc by contributing for each such Employee, including casuals. apprentices, the weekly amount of \$10 per week.

To avoid all doubt, this amount is paid in addition to ALL PAYMENTS set out above.

Contributions will continue to be paid on behalf of an Employee during any period of authorised leave.

#### **4.6E. Administrative Arrangements**

The Company will, for administrative purposes only, remit the Redundancy Fund payment and the training payments referred to in Clauses 4.6B and 4.6C as one sum of money, and a receipt will be a sufficient receipt for determining compliance pursuant to Clauses 4.6B and 4.6C.

#### **4.6 SALARY SACRIFICE**

Upon written request by the Employee, the Company will provide salary sacrifice to Employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the requirements of the Australian Taxation Office and is limited to additional Employee contributions into superannuation and or income protection insurance to top up or increase

benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a weekly basis.

An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the Employee.

#### **4.7 HIGHER AMOUNTS**

This Agreement does not have effect to reduce any higher amount paid to an Employee of this Company employed directly before its commencement date. However, that higher amount will not be increased during the life of this Agreement until the equivalent Agreement condition exceeds that amount. From that time, the provision of this Agreement will apply to the exclusion of the earlier higher amount.

#### **4.8 WORK IN RAIN**

Where extenuating circumstances deem it necessary for Employees to work in the rain, suitable waterproof clothing will be supplied by the Employer to the Employees who are required to work in the rain.

Notwithstanding the foregoing, an Employee required to work in the rain will be paid double the rates prescribed in this agreement, for all work performed in the rain and such payment will continue until they cease work.

#### **4.9 INCLEMENT WEATHER**

(a) Definition

"Inclement Weather" means the existence of continuous rain or abnormal climatic conditions, (whether by cyclone, hail, cold, high wind, severe dust, fire, flood, natural disaster, state of emergency, extreme high temperature or rain affected work site) as a consequence of which it is either unsafe and/or unreasonable for Employees to either attend work or continue working whilst exposed to that weather.

(b) In the event of inclement weather affecting a workplace or worksite after work has started The Company may require all or any Employees to:

- continue to work under cover or relocate to alternative work *not* affected by inclement weather provided there is dry access & egress to amenities; or
- when required, perform emergency and safety work or work on unexpected breakdowns which can be corrected in limited time duration.

(c) Should only a portion of the project be affected by inclement weather, all other Employees not so affected will continue working, notwithstanding that some Employees may be entitled to cease work due to inclement weather.

The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the conditions referred to in this clause apply.

Where emergency work is completed in accordance with this clause, affected workers will be paid at the rate of 200% of the ordinary hourly rate calculated to the next hour,

and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain the employee will, be allowed to go home for the remainder of the day without loss of pay. Employees accumulated inclement weather bank shall not be deducted whilst they remain on site.

(d) If, after all of the above steps have been followed, an alternative activity is not available, an Employee will be entitled to payment for ordinary hours lost through inclement weather, as defined in this clause.

(e) Maximum hours of payment for ordinary time lost through Inclement Weather  
An Employee will only be entitled to payment by the Company for ordinary time lost through inclement weather for up to 40 hours while off site in any calendar month. These hours will not be cumulative beyond each calendar month.

(f) Inclement Weather before Work is Started

Where it is inclement from the usual start time for four hours, the Company may require all or any Employees to:

- remain in amenities provided there is dry access to other necessary amenities; or continue to work under cover or relocate to alternative work not affected by inclement weather provided there is dry access & egress to amenities; or
- when required, perform emergency and safety work or work on unexpected breakdowns which can be corrected in limited time duration.

(g) Inclement Weather affecting only a portion of a work site

Should only a portion of the work site be affected by inclement weather, all other Employees not so affected will continue working, notwithstanding that some Employees may be entitled to cease work due to inclement weather.

For clarity, if inclement conditions exist past 4 hours from normal start time the employee will be sent home under this clause.\

(h) Inclement Weather continuing after work has commenced

Where, because of inclement weather, the employees are prevented from working:

- (a) for more than an accumulated total of 4 hours of ordinary time in any one day; or
- (b) after the main meal break, for more than half of the ordinary work time: or
- (c) during the final 2 hours of the normal workday for more than an accumulated total of one hour;

the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances, where genuine training has been agreed in writing between the parties, then the course may be completed in extraordinary circumstances.

Any Employee so instructed will be paid for the time already attended and for the balance of the ordinary hours of the attendance. Agreement will not be unreasonably withheld.

(i) **Access to Amenities**  
If after one (1) hour from the usual starting time where Employees are prevented from using ablutions due to inclement weather, the Company will send Employees home without loss of pay in accordance with clause 9.5. Further if by the first scheduled meal break amenities (e.g Crib Room) are not available for Employees use the Company, will send Employees home in accordance with this clause.

(j) **Cyclone/ Tsunami Warnings**  
When a cyclone warning is issued for a work locality or for a locality where the Employee ordinarily resides, the Company will not unreasonably withhold a request from Employees affected to leave work and attend to family and household matters where they are affected by, or as a consequence of, the cyclone warning. Payment of wages will continue for the period of the warning up to a maximum of 12 hours in any calendar month.

(k) **State of Emergency**

Where the Government (either State or Federal) enacts a State of Emergency or advises affected Employees to remain at home, the Employee will be paid under this clause. Where, due to a state of emergency, an Employee is unable to safely access the worksite from home or the accommodation, this clause shall apply.

#### 4.10 **AIR QUALITY**

Definitions Acceptable Air Quality

Air Quality Index (AQI) is categorized as good to extremely poor by the Queensland Department of Environment and Science.

PM2.5 are tiny particles in the air that reduce visibility and cause air to appear hazy when levels are elevated. They can be carcinogenic, as advised by the World Health Organisation. Where possible, PM2.5 readings shall be the preferred test for acceptable air quality.

Measuring of air quality

Measuring of air quality will be done through either of the following, in agreement between the parties.

The Department of Environment and Science web site ([des.qld.gov.au](http://des.qld.gov.au)) using the closest station to the work site (see instruction below).

- (a) Click on environment.
- (b) Go to Our Environment and click on air,
- (c) Click on live air data.
- (d) Scroll down and view closest Station to the job site.
- (e) Refer to Air Quality Procedure (15.9 below).

Where site-based monitoring is undertaken it shall take precedence over measurements from The Department of Environment and Science web site. Devices shall be certified to the Australian Standards AS3560 and operated by a competent person (e.g. occupational hygiene technician).

Bushfire smoke

Bushfire smoke is a mixture of different-sized particles, water vapor and gases, including carbon monoxide, carbon dioxide and nitrogen oxides. During bushfires and similar events, large amounts of finer particles are released that are small enough to breathe deep into the lungs and can cause adverse health effects. These chemicals are known "Cancer Causing Agents"

During bushfires and similar events, the Employer must verify that their work area is within a safe range for air quality as defined by the Queensland Department of Environment and Science.

#### Air Quality Procedure

The PCBU, Site Manager and WHS Reps must alert workers the day before extreme or excessive poor air quality conditions are expected.

After three consecutive hours of POOR air quality above 50µG per/m<sup>3</sup>, there will be an orderly cessation of work and preparation for safe completion of critical tasks. Unaffected work areas will be monitored and continue without disruption.

Once the air quality index reaches 75µG per/m<sup>3</sup> there will be an immediate cessation of work with only safe completion of critical tasks allowable. Unaffected work areas will be monitored and continue without disruption.

All air quality related incidents are to be reported to the employer, WHS Committee/HSR and any relevant Union Delegate immediately.

#### Fit testing

The accepted method of fit testing of RPE is Quantitative fit testing.

Quantitative fit testing will only be done with reusable half face RPE. It is an essential step in the RPE selection process and allows a PCBU to determine if the specific make and model of RPE is a suitable size, fit and comfort for the worker who is going to use it.

Quantitative fit-testing is a much more effective way to fit-test RPE, as it doesn't depend on tasting or smelling a test agent. For this reason, the PCBU must make sure quantitative fit-testing is used for all RPE.

## **PART5- HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK**

### **5.1 HOURS OF WORK**

- 5.1.1 For Employees, other than Employees employed in the Coal Work Division, as defined in Clause 1.6, the ordinary hours of work will not exceed an average of 36 per week.



For Employees employed in Coal Work Division the ordinary hours of work will not exceed an average of 35 per week.

- 5.1.2 The ordinary hours of work prescribed herein, will be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Mondays to Fridays inclusive.
- 5.1.3 Subject to agreement between the Employer and the majority of Employees concerned, the ordinary hours of work may be worked on one of the following bases:
- (a) By Employees working less than 8 ordinary hours each day;
  - (b) By Employees working less than 8 ordinary hours-on one or more days each work cycle;
  - (c) By fixing one or more work days on which all Employees will be off during a particular work cycle;
  - (d) By rostering Employees off on various days of the week during a particular work cycle, so that each Employee has one work day off during that cycle:

Employees may agree that the ordinary hours of work are to exceed 8 oh any day, thus enabling more than one work day to be taken off during a particular work cycle, provided that a work cycle will not exceed 4 weeks. The ordinary hours of work will not exceed 10 hours on any day

- 5.1.4 Except as provided in Clause 5.2 (RDOs) below, the 36-hour week will be worked in accordance with the following provisions for a two week cycle, Monday to Friday inclusive, with nine working days of eight hours each, with 0.8 of one hour each day worked accruing as an entitlement to take a day off (RDO) as rostered in each cycle.
- 5.1.5 Different methods of implementation of the hours of work may be applied to various groups or sections of Employees by agreement. Staggered starting and finishing times may be introduced by agreement with the Employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day may also be staggered.
- 5.1.6 The parties agree that the current working arrangements for hours of work provisions (including, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered on any work site during the life of this Agreement following consultation and agreement between the Company and the majority of directly affected site Employees, or individual, so as to provide greater flexibility and to meet project and/or shift work or operational requirements.
- 5.1.7 The ordinary hours of work will be worked continuously except for meal breaks.
- 5.1.8 Each day stands alone for the purposes of calculating overtime payments.

## **5.2 ROSTERED DAYS OFF (RDO'S)**

### **General**

The parties agree that there are potential benefits for the Company and Employee in allowing greater flexibility in taking RDO's. It is intended that the Company's workplaces may remain open during designated industry RDO's.

Save for Commercial Construction Work Division (SEQ - \$50 million or more or outside of SEQ - \$100 million or more), Engineering or in Gladstone, the company, in consultation with its Employees, will develop and agree on a calendar of ROOs, taking into account the particular circumstances of the Employer's business.

In the absence of agreement being reached, Employees will work the union ROO calendar until the matter has been resolved in accordance with the disputes procedure.

Other than in the case of the RDO calendar, where the arrangement of ordinary hours of work provides for a rostered day off, the Employer and the majority of Employees concerned, may agree to accrue up to a maximum of 5 rostered days off. In the case of the RDO Calendar, an Employee may be asked to work no more than 5 RDOs per calendar year.

Where such agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

Further, provided agreement is reached between the Employer and the majority of Employees concerned, or where the Employer and an individual Employee so agree, another ordinary working day may be substituted for the scheduled day off. However, any substituted day will be taken within 2 calendar months.

Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

- a) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting, or dismantling jump form, high-risk activity after consultation with the safety committee),
- b) The Employer must consult with the affected Employee(s); and
- c) All work on RDOs will only occur by agreement between the Employer and the Union. Such agreement will be in writing.

The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.

An Employee may refuse to work an RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:

- a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours. exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees
- b) the Employee's personal circumstances including any family responsibilities
- c) any other relevant matter.

Where the procedure in this clause has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment for 8 hours, for that RDO. Where the procedure in this clause has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid

at 250% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment of 8 hours, for that RDO.

In addition to the loadings listed above, employees will be provided the opportunity to take the RDO at a later date of their choosing for each RDO that they are required to work.

Access to and payment for RDO hours will be paid in accordance with the provisions of the Division applying to the Employee at the time of accessing or payment. Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes. An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.

Subject to written agreement with the Union a majority of employees may agree to work on a Saturday following a Monday RDO, provided there is strict adherence with the rest of this clause. Agreement will not unreasonably be withheld, and particular consideration shall be given to weeks where both RDOs and public holidays occur.

Commercial Construction Work Division (SEQ - \$50 million or more or outside of SEQ - \$100 million or more), Engineering or in Gladstone

Employees engaged on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of \$50 million or Commercial Construction Work Site (outside of SEQ) with a Total Construction value of \$100 million or more), Engineering or in Gladstone will take RDO's in accordance with the RDO calendar.

The Company is committed to Employees taking their rostered day off on the day it falls due, however the parties recognise that from time to time the Company may require Employees to work their rostered day off.

RDO Flexibility

- (a) There will be flexibility in taking RDOs against the principle of balancing the needs of the Employee and the Employer. This flexibility will be arranged by agreement between the Employer and the majority of Employees concerned.
- (b) It is recognised by all persons covered by this Agreement that job creation and quality of life is vital to Employees and the Electrical and Communications Contracting Industry, therefore, flexibility in taking RDOs may be achieved by the Employer and an Employees(s) agreeing to change their RDOs to another mutually convenient day.

Working of RDOs

- (a) Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:
  - (i) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting, or dismantling jump form, high- risk activity after consultation with the safety committee),
  - (ii) The Employer must consult with the affected Employee(s); and
  - (iii) All work on RDOs will only occur by agreement between the Employer and

the Union. Such agreement will be in writing.

- (b) The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.
- (c) An Employee may refuse to work an RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:
  - d) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees
  - e) the Employee's personal circumstances including any family responsibilities
  - f) any other relevant matter.

Where the procedure in this clause has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment for 8 hours, for that RDO. Where the procedure in this clause has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Agreement, with a minimum payment of 8 hours, for that RDO.

In addition to the loadings listed above, employees will be provided the opportunity to take the RDO at a later date of their choosing for each RDO that they are required to work. An individual Employee, with the agreement of the Employer, may substitute the day the Employee is to take off for another day.

Where an Employee, who has been engaged on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of \$50 million or more, or a Commercial Construction Work Site outside of SEQ with a Total Construction value of \$100 million or more, has a balance of accrued RDO hours at the time of termination those accrued hours must be paid to the Employee at the rate of double time for each accrued RDO hour or part thereof.

For all other Employees, where the Employee has a balance of accrued RDO hours at the time of termination those accrued hours must be paid to the Employee at the ordinary time rates for each accrued hour or part thereof.

### **5.3 STARTING TIME AND PLACE**

The parties agree to develop and follow 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, except where extraordinary conditions pose difficulties.

The workplace will be deemed to be no further than the closest lift on high-rise construction and no further than 50 metres from the lunch shed on low-rise construction. The workplace will be mutually agreed between the Company and the majority of Employees on individual sites and varied from time to time, as the nature of the site requires it. If no agreement is possible it will be dealt with in accordance with the disputes procedure.

All Employees will be at their designated workplace ready to commence work and finish work at the correct times. For the purpose of this Agreement 'designated workplace' means:

- the depot;
- Site; or
- the location where fitness for work testing is conducted.

Provided that where an employee is required to undertake any form of testing to establish their fitness for work, including but not limited to drug and alcohol testing, all such testing will occur during ordinary working hours and the location of the testing will be considered to be their 'designated workplace'.

#### **5.4 OVERTIME**

5.4.1 Employees may be required to work a reasonable amount of overtime, however weekly hours will usually not be more than 50 hours per week, or 10 hours per day Monday to Friday, for each individual Employee. This limit may be exceeded in consultation with the Union and the affected Employees, to meet productivity initiatives including (but not limited to) installation and commissioning of services, and final fitout works, provided that 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 matters including:

- (a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it;
- (d) or any other relevant matter.

5.4.2 All time worked in excess of that provided for in clause 5.1 or before the ordinary starting time or after the ordinary ceasing time will be deemed overtime.

Overtime will be paid at the applicable overtime rate. Overtime, whether rostered in advance or otherwise, will attract a minimum payment equivalent to two hours at the relevant overtime rate. For clarity, if an Employee is rostered to perform one hour's overtime they shall be paid the minimum payment of two hours at the relevant overtime rate.

Each day is to stand alone when overtime is being computed, except where an Employee commences overtime on one day and continues to work such overtime into the next day.

Employees engaged on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of \$50 million or less, or outside of SEQ with a Total Construction Contract Value of \$100 million or less, will be paid at the rate of time and a half for the first two hours and double time thereafter. All other Employees shall be paid double time for all overtime hours worked.

Where Employees are required to report for work between midnight and 6.00am they

shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday.

Saturday and Sunday - All overtime work done on Saturdays and Sundays will be paid at the rate of double time.

Payment for overtime on Public Holidays is in accordance with clause 5.4.15 below.

To avoid all doubt where an Employee is required to work beyond the sixth hour Without a meal break, all time so worked is to be counted when determining the appropriate overtime rate to be paid.

- 5.4.3 An Employee recalled to work overtime after leaving the Employer's business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) will be paid for a minimum 4 hours' work at the appropriate overtime rate for each time they are so recalled:

Provided that, except in the case of unforeseen circumstances arising, the Employee will not be required to work the full 4 hours if the job they were recalled to do is completed within a shorter period:

Provided also that overtime worked in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside their working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, will not be regarded as overtime for the purposes of clause 5.4.2.

- 5.4.4 Minimum Payment for Saturdays and Sundays - When an Employee is called upon to work on a Saturday or Sunday, they will, except in the case of emergency, receive a minimum of 4 hours pay at the rates prescribed in clause 5.4.1.
- 5.4.5 Overtime worked in any calling, in or in connection with which more than one shift per day is worked, will be paid for at the rate of double time.
- 5.4.6 For all Employees engaged in Shift Work, all time worked in excess of 8 hours in any one day will be paid at overtime rates.
- 5.4.7 Systematic overtime will not be worked; it will be considered such when 3 continuous weeks' overtime has been worked; Provided that clause 5.4.7 will not apply when extra labour is not available forthwith.
- 5.4.8 The assignment of overtime by the Employer to an Employee will be based on specific work requirements and the practices of "one in, all in" overtime will not apply.
- 5.4.9 Meal hours or portion of meal hours worked will be paid for at double time. When a meal hour is worked, there will be a break of thirty minutes as soon as possible thereafter for "crib", for which no deduction of pay will be made. No Employee will be required to work more than 6 hours without a break for a meal.

#### 5.4.10 Meal allowance

An Employee, other than an Employee living in camp, who is required to continue work after the usual ceasing time will be supplied with a reasonable meal at the Employer's expense, or be paid a meal allowance outlined below in lieu thereof, on the following basis:

<b>From 1 July, 2024</b>	<b>From 1 July 2025</b>	<b>From 1 2026</b>
<b>\$17.54</b>	<b>\$18.11</b>	<b>\$19.33</b>

- (a) meal allowance provisions will apply, where the overtime is of at least 2 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.
- (b) a further meat or meal allowance will be provided after each period of 4 hours' work.

In cases of emergency, where Employees are unable to leave their work to procure a meal, the same will be provided by the Employer. No Employee will be required to work longer than 6 hours without a break for a meal.

5.4.11 When an Employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, they will be entitled to an allowance outlined below for each meal so provided in the *event* of the work not being performed or ceasing before the respective meal times.

<b>From 1 July, 2024</b>	<b>From 1 July 2025</b>	<b>From 1 July 2026</b>
<b>\$17.54</b>	<b>\$18.11</b>	<b>\$19.33</b>

#### 5.4.12 12 hour break

An Employee who works so much overtime between the termination of their ordinary work in one day and the commencement of their ordinary work on the next day, that the Employee has not at least 12 consecutive hours off duty between those times will, subject to clause 5.4.12, be released after completion of such overtime until the Employee has had 12 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Employer such an Employee resumes or continues work without having had such 12 consecutive hours off duty, they will be paid double rates until the Employee is released from duty for such period and they will then be entitled to be absent until the Employee has had 12 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where an Employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances will not be regarded as overtime for the purposes of clause 5.4.12, where the actual time worked is less than 3 hours on such recall or on each of such recalls.

The provisions of clause 5.4.12 will apply in the case of shift workers who rotate from one shift to another as if 10 hours were substituted for 12 hours when overtime is worked:

- (a) For the purpose of changing shift roster; or
- (b) Where a shift worker does not report for duty; or

(c) Where a shift is worked by arrangement between the Employees themselves.

5.4.13 When any portion of an hour is worked, Employees will receive payment in respect of any broken part of an hour, for not less than one half-hour at the current overtime rate.

5.4.14 Employees who, through working overtime, cannot obtain their ordinary method of conveyance to or from their homes, will be conveyed to or from their homes by the Employer or be paid "such expenses" as are incurred in travelling to or from their homes.

5.4.15 *Public holidays*

All time worked on the public holidays set out in clause 6.7 (Public Holidays) outside the ordinary working hours specified in this Agreement, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, will be paid at double the rate prescribed by this Agreement for such time when worked outside such working hours on an ordinary working day. That is, where the rate prescribed is time and a half the rate payable is three times the ordinary rate and where the rate prescribed is double time the rate payable is four times the ordinary rate.

5.4.16 Employees who perform work on their rostered day *off*, or where it has been agreed to arrange a substitute day, on any substitute day, will be paid the rates prescribed for work on Saturdays.

5.4.17 Examples of Operation of Hours of Work Clause

Ordinary Work Day - Employees engaged on a Commercial Construction Work Site In SEQ, with a Total Construction Contract value of \$50 million or more or Commercial Construction Work Site (outside of SEQ) with a Total Construction value of \$100 million or more:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8	8	8	8	8		
Double Time	2	2	2	2	2	10	10

Ordinary Work Day - Other than on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of \$50 million or more or Commercial Construction Work Site (outside of SEQ) with a Total Construction value of \$100 million or more:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8	8	8	8	8		
Time & one half	2	2	2	2	2		
Double Time						10	10



Shift Work (Commercial Construction Work Site in SEQ, with a Total Construction Contract value of \$50 million or more) and Commercial Construction Work Site (outside of SEQ) with a Total Construction value of \$100 million or more

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8 hours at ordinary time  PLUS  100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time  PLUS  100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time  PLUS  100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time  PLUS  100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time  PLUS  100% of ordinary time rate for each hour worked shift penalty	8 hours at double time  PLUS  100% of ordinary time rate for each hour worked shift penalty	8 hours at double time  PLUS  100% of ordinary time rate for each hour worked shift penalty
Overtime	2 hours at double time  PLUS  100% of ordinary time rate for each hour worked shift penalty	2 hours at double time  PLUS  100% of ordinary time rate for each hour worked shift penalty	2 hours at double time  PLUS  100% of ordinary time rate for each hour worked shift penalty	2 hours at double time  PLUS  100% of ordinary time rate for each hour worked shift penalty	2 hours at double time  PLUS  100% of ordinary time rate for each hour worked shift penalty	2 hours at double time  PLUS  100% of ordinary time rate for each hour worked shift penalty	2 hours at double time  PLUS  100% of ordinary time rate for each hour worked shift penalty

Shift Work (All other Divisions) - Night Shift

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8 hours at ordinary time PLUS 50% of	8 hours at ordinary time PLUS 50% of	8 hours at ordinary time PLUS 50% of	8 hours at ordinary time PLUS 50% of	8 hours at ordinary time PLUS 50% of	8 hours at double time PLUS 50% of	8 hours at double time PLUS 50% of

	ordinary time rate for each hour worked shift penalty	ordinary time rate for each hour worked shift penalty	ordinary time rate for each hour worked shift penalty	ordinary time rate for each hour worked shift penalty	ordinary time rate for each hour worked shift penalty	ordinary time rate for each hour worked shift penalty	ordinary time rate for each hour worked shift penalty
Overtime	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 50% of ordinary time rate for each hour worked shift penalty

Shift Work (All other Divisions) -Afternoon shifts

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8 hours at ordinary time PLUS 30% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 30% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 30% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 30% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 30% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 30% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 30% of ordinary time rate for each hour worked shift penalty

Overtime	2 hours at double time PLUS 30% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 30% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 30% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 30% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 30% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 30% of ordinary time rate for each hour worked shift penalty	2 hours at double time PLUS 30% of ordinary time rate for each hour worked shift penalty
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## **5.5    SHIFT WORK**

### 5.5.1    *Definitions*

- (a) "Shift Work" will mean work done by Employees working recognised hours, outside the spread of ordinary working hours.
- (b) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight;
- (c) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.;
- (d) "Rostered Shift" means a shift which the Employee concerned has had at least one week's notice;

### 5.5.2    *Hours*

The ordinary hours of shift workers will not exceed:

- (a) 8 hours in any one day or an average of 36 hours per week
- (b) A rostered day off may be taken by working 19 shifts in a 20 working day cycle and where possible the rostered day *off* will be linked to the weekend.

Subject to the following conditions such shift worker will work at such times as the Employer may require:

- (i) Apprentices will not be required to work Shift Work.
- (ii) Shift Work will ideally be done by volunteers but in the absence of sufficient volunteers the Employer will nominate individuals to fill the roster, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.
- (iii) Such ordinary hours will be worked continuously, except for meal breaks and rest pauses which will be taken so as not to interfere with continuity of work,
- (iv) Except at regular changeover of shifts, Employees will not be required to work more than one shift each 24 hours
- (v) An Employee will not be required to work less than 3 or more than 5 hours without a break for a meal.
- (vi) Thirty minutes will be allowed to shift workers each shift for crib which will be counted as time worked.
- (vii) Employees will be given at least one week's notice of the requirement to work shift work.
- (viii) Prior to Shift Work being Introduced, the Employer will discuss with their Employees the need for Shift Work to be worked. Further, Employees will be fully informed in the expected duration of the Shift Work and will be given regular updates during the currency of such Shift Work *on* the continued requirement to work Shift Work.
- (ix) Shift Work must be 5 days. In the case of broken shifts (i.e. less than 5 consecutive days Monday to Friday) the rates prescribed will be the same as the overtime rates prescribed in this Agreement for the actual time worked on the shift only.

### 5.5.3    *Shift allowance*

For Employees engaged on a Commercial Construction Work Site in SEQ, with a Total Construction Contract value of \$50 million or more or a Commercial Construction Work Site outside of SEQ with a Total Construction Contract value of \$100 million or more:

A shift worker will be paid for such shifts 100 per cent more than the ordinary rate.

For Employees, other than those engaged on a Commercial Construction Work Site in SEQ with a

Total Construction Contract value of \$50 million or more or Commercial Construction Work outside of SEQ with a Total Construction Value of \$100 million or more:

- (a) A shift worker whilst on afternoon shift will be paid for such shifts 30 per cent more than the ordinary rate.
- (b) A shift worker who works on night shift will be paid for such shifts 50 per cent more than the ordinary rate,

#### 5.5.4 *Saturday and Sunday Work*

Except for work performed on gazetted public holidays, shift workers will be paid for all time worked on Saturday and Sunday at either in accordance with the relevant table at cl 5.4.17 OR at the rate of double time plus the relevant shift allowance, whichever is greater. For clarity, extra rates are cumulative upon and not in substitution for shift allowances.

#### 5.5.5 *Public holidays*

Shift workers will be paid for rostered shifts worked on gazetted public holidays at double time and a half. All time worked on the public holidays outside the ordinary working hours will be paid in accordance with Clause 5.4.15 (Overtime).

#### 5.5.6 *Overtime*

- (a) Subject to cl 5.5.4 above, shift workers for all time worked in excess of or outside ordinary working hours prescribed by this Agreement will be paid at the rate of double time plus the applicable shift penalty rate
- (b) When working overtime, for more than one hour, a crib break of 30 minutes will be allowed at the normal ceasing time for which no deduction will be made.
- (c) Overtime on public holidays will be at double normal Shift Work overtime rates

#### 5.5.7 *INTENTIONALLY LEFT BLANK*

#### 5.5.8 *Shutdowns, breakdowns and emergency situations*

- (a) Management will define urgent repair or breakdown work and will seek volunteers; management will nominate individuals to meet requirements if there are not sufficient volunteers, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.
- (b) Management will be able to utilise short term shift rosters, Monday to Friday, in conjunction with extended overtime over weekends and rostered days off, on occasions requiring urgent repair or breakdown of plant or machinery.

The duration of any one period so worked will be limited to 2 weeks.

#### 5.5.9 *12 Hour break*

- (a) An Employee who does not receive a 12 hour break before commencing short term Shift Work will be entitled to double ordinary time for the first afternoon or night shift, or part thereof

worked, and short term conditions and penalty rates for subsequent shifts.

- (b) An Employee who receives a 12 hour break prior to returning to day work will suffer no loss in pay for the hours that would otherwise be worked during the break period.
- (c) An Employee who does not receive a 12 hour break prior to returning to day work will be paid double ordinary time plus any applicable shift allowance for all hours worked until released for a 10 hour break.

## **5.6 EMPLOYEE ROSTERED ONCALL**

Due to the nature of the industry, Employees engaged to perform work under the Service Work division may be required to be 'on-call' on a weekly roster, including weekends, to attend to our clients' needs.

On call means that the Employee is available for service 24 hours per day, seven days per week.

An on-call allowance is paid to the on call Employees to compensate them for the inconvenience and disruption to the Employee's private life. The on-call allowance will be a flat rate of \$250 per week, which compensates the Employees for their readiness to work.

Where an Employee is rostered 'on-call' they are required to:

- Have their mobile phone charged and switched on for the entire week;
- Present themselves in an appropriate manner when at the client's premises e.g. wear a clean uniform;
- Attend the job as soon as possible;
- Have a fully stocked company vehicle e.g. check the contents of the vehicle Friday afternoon and restock where necessary; and
- Be of full legal and mental capacity to drive e.g. not consume an amount of alcohol and/or drugs that would impair driving capacity.

In addition to the on-call allowance, where an Employee is called out the Employee will be paid a minimum payment of four hours at double time. The call-out period is calculated from home to home, with any work in excess of four (4) hours paid at double time.

## **5.7 SMOKO BREAKS, LUNCH BREAKS, CRIB BREAKS & OTHER BREAKS**

### **Smoko Breaks**

Each Employee, whether they are working ordinary hours or overtime, will be entitled to a paid smoke break of 20 minutes' duration in the company's time in the first half of the day, provided the break occurs no later than 4 hours after the start time. Where necessary, smoke breaks will be scheduled to be taken at times that will not interfere with continuity.

### **Lunch Breaks**

Employees, whether they are working ordinary hours or overtime, will be entitled to a lunch break of a minimum of 30 minutes, to be taken any time between the fourth and the sixth hours from the commencement of duty.

In the case of shift workers, this break will be a paid break.

Where an Employee is required to work beyond the sixth hour without a lunch break they will be paid at double time until such time as a lunch break is taken.

### Crib Breaks

Employees who are required to continue work after their usual ceasing time, will be entitled to a paid "crib" break on the following basis:

- (a) a thirty (30) minute paid crib break to be taken at the usual ceasing time, where the overtime is of at least 2 hours' duration, or at least one hours duration, if such overtime extends beyond 6.00p.m. Provided that where there is agreement between the Employer and the majority of Employees the crib break will not be taken. In that circumstance, this would mean that where an Employee is required to work for ten hours on any given day they may be released at 9 and a half hours but will receive payment for the ten hours. For clarity if the employee works for 10 hours they will be paid for 10.5.
- (b) a further 45 minutes paid crib break, Will be provided after each further period of 4 hours' work.

In addition to the usual meal break between the fourth and sixth hour, Employees who are required to work at least 10 hours overtime, on a day when they are not working ordinary hours, will be entitled to a 30 minute paid crib break at the end of the eighth hour of work or to be paid at the appropriate rate. A further 45 minutes paid crib break, will be provided after each additional period of 4 hours' work or to be paid at the appropriate rate. No deduction of pay will be made in respect of any such crib breaks.

## **PART 6- LEAVE AND PUBLIC HOLIDAYS**

### **6.1 ANNUAL LEAVE**

#### 6.1.1 *Entitlement*

- (a) For each year of service with his or her employer, an Employee is entitled to annual leave, for a period equal to 4 weeks for each period of 12 months' Service (less the period of leave) with the Employer and Employees employed as Shift Workers will be entitled to not less than 5 weeks for each period of 12 months' Service (less the period of leave). Provided that, for the purposes of the additional week of annual leave and for the purposes of the NES, a shift worker is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.
- (b) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (C) The annual leave prescribed by this clause will be exclusive of any of the holidays prescribed by clause 6.6 (Public holidays) of this Agreement. If a public holiday falls within an Employee's period of annual leave and is observed on a day, which for that Employee



would have been an ordinary working day, there will be added to the period of annual leave, time equivalent to the ordinary time which the Employee would have worked, if such day had not been a holiday.

#### 6.1.2 *Payment for annual leave*

- (a) Before going on leave an Employee will be paid the amount of wages they would have received in respect of ordinary time they would have worked had they not been on leave during the relevant period (this includes any applicable shift penalty for shiftworkers).
- (b) For the purpose of clause 6.1 wages payable for annual leave will be calculated by including the following, where applicable:
  - (i) Subject to clause 6.1.10, the rate prescribed for the classification in which the Employee was employed immediately prior to the commencement of their leave.
  - (ii) Any penalties or allowances prescribed for work in ordinary time by clause 5.5 (Shift Work) according to the Employee's roster or projected roster including Saturday and Sunday shifts and
  - (iii) Any other rate to which the Employee is entitled in accordance with their contract of employment for ordinary hours of work, provided that this provision will not operate so as to include any payment which is of a similar nature to, or is paid for the same reasons as, or is paid in lieu of these payments prescribed by clause 7.2 (Travelling Time and Fares) and clause 5.4 (Overtime) nor any payment to the Employee for reimbursement for expenses incurred.

#### 6.1.3 *Annual/leave loading*

- (a) During a period of annual leave an Employee will receive leave loading calculated on the wages they would have received, in respect of the ordinary time they would have worked, prior to the commencement of their leave or the termination of their employment.
- (b) The loading will be 17.5% of the wages as prescribed in clause 6.1.2.
- (c) Provided that where the Employee would have received shift loadings prescribed by clause 4.4 (Shift Work), had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loadings will be added to the rate of wages prescribed by clause 6.1.2 in lieu of the 17.5% loading.

Provided further that if the shift loading would have entitled them to a lesser amount, than the loading of 17.5%, then such loading of 17.5% will be added to the rate of wage prescribed by clause 6.1.2 in lieu of the shift loadings.

#### 6.1.4 *Employment during leave*

An Employee will not offer their services to any other Employer during the period they are on paid annual leave and the Employer will not engage an Employee Who is on paid annual leave.

#### 6.1.5 *Payment in lieu of annual leave*

Except as specially provided, payment will not be made or accepted in lieu of annual leave.

#### 6.1.6 *Leave to be taken*

Annual leave will be taken, at a time mutually agreed upon by the Employer and Employee.

An Employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker).

If an Employer has genuinely tried to reach agreement with an Employee but agreement is not reached (Including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

However, a direction by the Employer under this clause:

- (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under this clause or otherwise agreed by the employer and employee) are taken into account; and
- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
- (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

#### 6.1.7 *Calculation of service with the Employer*

Service, for the purposes of calculating leave, is defined under the relevant Act.

The period of annual leave will be calculated to the nearest day; any broken part of a day in the result not exceeding half a day is to be disregarded.

#### 6.1.8 *Calculation of service for annual leave*

(a) Continuous employment, for the purposes of clause 6.1, means weekly employment until termination of employment.

(b) For the purpose of clause 6.1 Service will be deemed to be continuous notwithstanding:

- (i) Any interruption or termination of the employment by the Employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave or absence.
- (ii) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the Employer; or
- (iii) Any absence with reasonable cause, proof whereof will be upon the employee.
- (iv) In cases of personal sickness or accident or absence with reasonable cause for the employee to become entitled to the benefit of clause 6.1.8 they will inform the Employer in writing if practicable, within 24 hours of the commencement of such absence, of their inability to attend for duty and as far as practicable, the nature of the illness, injury or cause and the estimated duration of their absence. A notification given by an employee pursuant to clause 6.2 (Sick Leave) will be accepted as a

notification under clause 6.1.8.

(v) Any absence from work by reason of any cause not being a cause specified in clause 6.1.8(b) will not be deemed to break the continuity of Service for the purpose of clause 6.1.8, unless the Employer during the absence or within 14 days of the termination of the absence notifies the employee, in writing, that such absence will be regarded as having broken the continuity of Service.

(vi) A notice to an individual employee may be given by delivering it to the employee

personally, or by posting it to their recorded address, in which case it will be deemed to have reached them in due course of post.

(vii) In calculating the period of 12 months' continuous Service, any such absence as aforesaid will not, except to the extent of not more than 13 weeks in a 12 monthly period in the case of sickness or accident, be taken into account in calculating the period of 12 months' continuous Service.

#### 6.1.9 *Leave allowed before due time*

- (a) The Employer may allow an Employee to take annual leave before the right to take it has accrued.
- (b) Where annual leave or part thereof has been granted before the right to take it has accrued and the Employee subsequently leaves or is discharged from the Service of the Employer before completing the 12 months continuous Service in respect of which the leave was granted; the Employee is required to repay that leave.

#### 6.1.10 *Payment for Annual leave and Proportionate Annual Leave on termination*

- (a) In addition to any other payment/s owing to an Employee upon termination, resignation or redundancy pursuant to this Agreement or otherwise, the Employer must pay an Employee:
  - (i) for any annual leave (and annual leave loading) not taken in accordance with the provisions of this agreement; and
  - (ii) in relation to any public holidays that fall during the 10 days immediately following the termination/resignation/redundancy as though the Employee worked ordinary hours on those days.
- (b) The rate of pay applicable to *all* payment/s owing to an Employee upon termination, resignation or redundancy (including but not limited to payment pursuant to clause 6.1.10(a)) is the highest rate of pay paid to the Employee during the 3 months prior to their termination/resignation/redundancy (including any shift penalties applicable to shiftworkers).

#### 6.1.11 *Annual close down*

- (a) Where an Employer within 2 months notifies that their establishment, project or business will observe a complete Christmas - New Year close-down period, an Employee is taken to have received that notice for the purpose of this clause.

Where an Employee has insufficient accrued RDOs or annual leave at the time of the annual close down, an Employee and Employer may by agreement take leave in advance.

- (b) For the purpose of clause 6.1.11(a), close-down will be deemed to mean a period of not more than 4 consecutive weeks, or less than two consecutive weeks, inclusive of public

holidays, commencing not earlier nor later than one clear working day before Christmas Day.

- (c) The Employer in conjunction with a representative of the Union involved may seek such an agreement with their Employees on a particular project, establishment or business by means of a secret ballot. In the event of a majority in favor of 2 periods of leave, then that Employer may close down that project for a period of 2 consecutive weeks at Christmas • New Year, exclusive of public holidays, and grant the remaining weeks leave at some other time of the year within 6 months from the date when the right to annual leave first occurred.
- (d) Where an Employee is absent due to a duly notified annual close down, the Employee shall be paid public holidays as if they were rostered in accordance with clause 6.7.
- (e) The employer and employee may agree in writing that the employee take a period of paid annual leave during the annual close down before the employee has accrued an entitlement to the leave if the agreement:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian; and
  - (iii) The employer must keep a copy of any agreement as an employee record.

#### 6.1.12 *Annual leave records*

The Employer will keep or cause to be kept an annual leave record showing the date of commencement of employment, the date on which the last leave became due, and the date upon which the last leave was taken.

#### 6.1.13 *Emergency persons*

In addition to the leave hereinbefore prescribed for other than shift workers, Employees engaged as emergency persons who make agreements in writing with the Employer to hold themselves in readiness to do overtime work at all hours will be allowed one week's leave exclusive of statutory holidays, if any such holidays fall within the period of annual leave.

## **6.2 PERSONAL LEAVE**

An Employee's entitlement to paid personal leave accrues progressively during a year of service, however, upon completion of an Employee's probationary period, the Employee will be advanced the balance of the total of their annual personal leave entitlement of 10 days. After twelve months of employment every full-time Employees' personal leave entitlement will accrue and accumulate. Part-time Employees' entitlement is calculated proportionate to the average number of ordinary hours worked each week.

An Employee may take paid personal/carer's leave if the leave is taken

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide 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 of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member or
- (iii) a person experiencing domestic or family violence.

If the absence is to exceed two consecutive days, evidence may be provided to the Employer stating the nature of the Employees or family members illness and the period of absence required. Any advanced personal leave can only be taken by the Employee if they have sufficient other leave accruals to cover the personal leave.

If an Employee's employment is terminated then any advanced payment for personal leave will be deducted on a pro rata basis from monies owing.

#### 6.2.1 *Entitlement*

- (a) Payment for personal leave will be made based on the number of hours which would have been worked by the Employee if the Employee were not absent on personal leave.
- (b) Personal leave may be taken for part of a day.
- (c) Personal leave will be cumulative.
- (d) An Employee accumulates personal leave entitlements whilst absent from work on paid leave granted by the Employer,

#### 6.2.2 *Employee must give notice*

- (a) The payment of personal leave is subject to the Employee promptly advising the Employer of the Employee's absence and its expected duration.
- (b) An Employee employed "on site" will, other than in exceptional circumstances, notify the Employer of their absence or their likely absence from work through illness as soon as practicable, ideally within 2 hours of their scheduled starting time to enable a replacement to be arranged. Employees on Shift Work will, where possible, notify the Employer during company working hours.

#### 6.2.3 *Evidence supporting a claim*

When the Employee's absence is for more than 2 days the Employee may be required to give the Employer a doctor's certificate about the nature of the illness and the approximate period during which the Employee will be unable to work, or such other reasonably acceptable evidence that would satisfy a reasonable person.

#### 6.2.4 *Accumulated personal leave*

An Employee's accumulated personal leave entitlements are preserved when:

- (a) The Employee is absent from work on unpaid leave granted by the Employer;
- (b) The Employer or Employee terminates the Employee's employment and the Employee is re- employed within 3 months;
- (c) The Employee's employment is terminated because of illness or injury and the

Employee is re- employed by the same Employer without having been employed in the interim.

#### 6.2.5 *Entitlement to unpaid carers leave*

- (a) An Employee is entitled to 2 days of unpaid carer's leave for each occasion (a **permissible occasion**) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.
- (b) An Employee may take unpaid carer's leave for a particular permissible occasion as:
  - (i) a single continuous period of up to 2 days; or
  - (ii) any separate periods to which the Employee and his or her employer agree.
- (c) An Employee cannot take unpaid personal leave during a particular period if the Employee could instead take paid personal leave.

#### 6.2.6 *Workers' compensation*

Where an Employee is in receipt of workers' compensation, the Employee is not entitled to concurrent payment of personal leave.

### **6.3 COMPASSIONATE LEAVE**

#### **6.3.1 Entitlement to compassionate leave**

An Employee is entitled to 2 days of compassionate leave for each occasion (a **permissible occasion**) when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

**In this clause "Immediate family" includes, but is not limited to:**

- (a) A spouse (including a former spouse, a de facto spouse, a former de facto spouse, and a spouse of the same sex) of the Employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, great grandparent, grandchild, great grandchild or sibling of the Employee or spouse of the Employee.

#### **6.3.2 Taking compassionate leave**

- (1) An Employee may take compassionate leave for a particular permissible occasion if the

leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in Clause 6.3.1; or
  - (b) after the death of the member of the Employee's immediate family or household referred to in Clause 6.3.1.
- (2) An Employee may take compassionate leave for a particular permissible occasion as:
- (a) a single continuous 2 day period; or
  - (b) 2 separate periods of 1 day each; or
  - (c) any separate periods to which the Employee and his or her employer agree.
- (3) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Note: The notice and evidence requirements in section 107 of the Fair Work Act must be complied with.

### **6.3.3 Payment for compassionate leave (other than for casual Employees)**

If, in accordance with this Subdivision, an Employee, other than a casual Employee, takes a period of compassionate leave, the employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

Note: For casual Employees, compassionate leave is unpaid leave.

### **6.3.4 Unpaid leave**

In addition to the entitlements set out above, on each occasion where the period of compassionate leave entitlement provided above is insufficient, an Employee, may apply for unpaid leave.

## **6.4 LONG SERVICE LEAVE**

All Employees covered by this Agreement are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2. Part 3, Division 9 (or where the Employee has not accrued the minimum long service leave entitlement with the Employer as applicable under the *Building and Construction Industry (Portable Long Service Leave) Act 1991*).

## **6.5 PARENTAL AND MATERNITY LEAVE**

6.5.1 An Employee is entitled to the provisions contained in the NES.

- 6.5.2 In addition to the entitlement under the NES the Employer will pay an amount as follows:
- (a) Where the Employee is to be the primary care giver, the employer will pay the equivalent of the difference between the applicable Government paid parental leave scheme and the Employees normal take home pay for a period of six (6) weeks.
  - (b) Where the Employee is not to be the primary care giver, the employer will pay the equivalent of the difference between the Government paid parental leave

scheme and the Employees normal take home pay for a period of six (6) weeks.

6.5.3 To avoid all doubt, if the Government paid parental leave scheme ceases to exist the Employer will pay to the Employee the Employees normal take home pay for the periods set out above.

## 6.6 Maternity leave

(a) This clause applies to birth-related leave only.

(b) Where a mother who births a child/children and is the primary care giver of the child will be paid the equivalent of the difference between the applicable Government paid parental leave scheme and the Employees ordinary rate of pay (including any applicable shift loadings) for a period of twenty-six (26) weeks.

(c) This may be taken on a part-time basis over fifty-two (52) weeks.

(d) Payment under this clause is in lieu of any payment an Employee might otherwise be entitled to under clause 6.5.2(a) above.

## **6.8 SUPPORT FOR EMPLOYEES SUBJECTED TO FAMILY AND/OR DOMESTIC VIOLENCE**

### **6.6.1 General Principles**

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

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

### **6.6.2 Definition of Family and/or Domestic Violence**

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

(a) is physically or sexually abusive; or

(b) is emotionally or psychologically abusive; or

(c) is economically abusive; or

(d) is threatening; or

(e) is coercive; or

(f) in any other way controls or dominates the family or household member and



causes that person to feel fear for their safety or wellbeing or that of another person; or

(g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

### **6.6.3 Family and/or Domestic Violence Leave**

6.6.3.1 An Employee, including a casual Employee, who is subjected to family and/or domestic violence is entitled to 10 days per year of paid family and/or domestic violence leave for the purpose of:

(a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;

(b) relocation or making other safety arrangements; or

(c) other activities associated with the experience of family and/or domestic violence.

6.6.3.2 In addition, an Employee, including a casual Employee, who provides support to a person who is subjected to family and/or domestic violence is entitled to access family and/or domestic leave for the purpose of:

(a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;

(b) assisting with relocation or other safety arrangements; or

(c) other activities associated with the family and/or domestic violence including caring for children.

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

6.6.3.4 Upon exhaustion of the leave entitlement in clause 6.6.3.1, Employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

### **6.6.4 Notice and Evidentiary Requirements**

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

6.6.4.2 If required by the employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 6.6.3. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

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

### **6.6.5 Individual Support**

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

- (a) changes to their span of hours or pattern or hours and/or shift patterns;
- (b) job redesign or changes to duties;
- (c) relocation to suitable employment within the employer;
- (d) a change to their telephone number or email address to avoid harassing contact; or
- (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

## **6.7 PUBLIC HOLIDAYS**

### *6.7.1 Entitlement to be absent from employment on public holiday*

#### **Employee entitled to be absent on public holiday**

- (a) An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes. If, in accordance with this Division, an Employee is absent from his or her employment on a day or part-day that is a public holiday, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work on the day or part-day.

#### **Reasonable requests to work on public holidays**

- (b) However, the Employer may request an Employee to work on a public holiday if the request is reasonable.
- (c) If the Employer requests an Employee to work on a public holiday, the Employee may refuse the request if:
  - (i) the request is not reasonable; or
  - (ii) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
  - (i) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee; (if) the Employee's personal circumstances, including family responsibilities;
  - (iii) whether the Employee could reasonably expect that the Employer might request work on the public holiday;
  - (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, work on the public holiday;
  - (v) the type of employment of the Employee (for example, whether full-time, part-time, casual or shiftwork);
  - (vi) the amount of notice in advance of the public holiday given by the Employer when making the request;
  - (vii) in relation to the refusal of a request-the amount of notice in advance of the public holiday given by the Employee when refusing the request;
  - (viii) any other relevant matter.

- 6.7.2 Subject to clauses 6.7.8 and Clause 5.4 (overtime), all work done by any Employee on:

1st January;  
26th January;  
Good Friday;  
Easter Saturday (the day after Good Friday);  
Easter Sunday;  
Easter Monday;  
25th April (Anzac Day);  
The Birthday of the Sovereign;  
Christmas Eve (from 6.00pm to midnight}  
Christmas Day;  
Boxing Day; or  
any day appointed under the *Holidays Act 1983* will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In addition to the days set out above, Employees will be entitled to public holidays on any other day, or part-day, declared or prescribed by or under a law of Queensland to be observed generally within the Queensland, or a region of the State of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday. •

#### 6.7.3 *Labour Day*

All Employees covered by this Agreement will be entitled to be paid a full days wage for labour Day (the first Monday in May or other appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any Employee concerned actually works on Labour Day, such Employee will be paid a full days wage for that day and in addition, a payment for the time actually worked by them at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

#### 6.7.4 *Annual show*

All work done by Employees in a district specified from time to time by the Minister by notification published in the Industrial Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or Industrial show held at the principal city or town, as specified in such notification, of such district will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the Employee and the Employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

#### 6.7.5 *Double time and a-half*

For the purposes of clause 6.7, "double time and a-half" will mean one and one-half days wages in addition to the ordinary weekly rate of pay, or pro rata if there is more or less than a day.

#### 6.7.6 INTENTIONALLY LEFT **BLANK**

#### 6.7.7 *Employers to give notice regarding holiday*

Employers will, except under unforeseen circumstances, give their Employees not less than 2 clear days' notice as to whether a holiday is to be observed or worked.

#### 6.7.8 *Substitution*

Where there is agreement between the Employee/s concerned and the Employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holiday specified in clause 6.7: Provided that, where an Employee is subsequently required to work on such substituted day, the Employee will be paid the rate applicable for the holiday that has been substituted.

#### 6.7.9 *Employees who do not work Monday to Friday of each week*

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time Employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time Employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time Employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all Employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day an Employee required to work on Christmas day (i.e. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 6.7.9 confers a right to any Employee to payment for a public holiday as well as a substituted day in lieu.

### **6.8 JURY SERVICE LEAVE**

An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.

Employees will notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and will provide the Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any "over-award" payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **6.9 COMMUNITY SERVICE LEAVE**

In accordance with the provisions of the NES (sections 108 - 112) Employees are entitled to be absent from employment for engaging in eligible community service activity.

An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
  - (i) time when the Employee engages in the activity;
  - {ii} reasonable travelling time associated with the activity;
  - {iii} reasonable rest time immediately following the activity; and
- (b) the Employee's absence is reasonable in all the circumstances.

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

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

## **6.10 LEAVE WITHOUT PAY**

In addition to all other types of leave set out in this agreement, Employees are entitled to take a period of leave without pay, or unpaid leave. Requests for such leave will not be unreasonably refused.

It is not a requirement that an Employee exhausts all other forms of leave before they are entitled to access leave without pay

## **PART 7- TRAVELLING AWAY FROM HOME**

### **7.1 WORKING AWAY FROM HOME**

#### **7.1.1 General and Rostering**

The Employer may require Employees to work away from their homes in order to fulfil the varying contracts the Employer has. In all cases, Employees will be given a minimum of one (1) week's notice before such work away can commence, notwithstanding this however, shorter notice periods may be mutually agreed between Employees and the Employer.

Where a roosting arrangement is such that a minimum of 36 ordinary hours are not worked between the ordinary span of hours, the Employee shall not suffer a loss of any accruals or superannuation. For instance, an Employee will accrue the minimum full-time entitlement to

annual leave, irrespective of the rostering arrangement.

For all employees the ordinary hours of work will not exceed an average of 36 per week.

The ordinary hours of work prescribed herein, will be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m, and 6.00 p.m. Mondays to Fridays inclusive.

The above start and finish times may be moved by up to one hour either way without penalty through agreement between the Company and directly affected Employees.

Rostering arrangements and hours of work for the Project will be determined by the Company, in consultation with the parties to the agreement, however the preferred roster under this Agreement is an 18 days on 10 days off R&R cycle. Where the weekend or part of the weekend is included in a work cycle, the time worked shall be counted towards the ordinary hours.

The parties agree that the current working arrangements for hours of work provisions (including, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered on any work site during the life of this Agreement following consultation and agreement between the Company and the majority of directly affected site employees and the Union, so as to provide greater flexibility and to meet project and/or shift work or operational requirements.

Each day stands alone for the purposes of calculating overtime.

Employees will not be entitled to claim working away from home provisions unless they are working outside ninety (90) Kilometres (direct route via road) of their depot and required to be away from their normal home-base for periods of one (1) overnight absence or longer, unless otherwise mutually agreed.

The Company will on occasion source labour resources that reside local to a project site. In these circumstances the post office of the closest commercially available accommodation will become the nominal place of work for the purposes of the employment arrangement and that arrangement will become a fixed term/specified task arrangement for the duration of the specific project. As such, in these circumstances the Working Away from Home provisions of this Agreement will not apply.

If at the conclusion of the project, "Company" wish to offer the local resource full-time, permanent employment, the nominal place of work will become the relevant the Employer depot for the purposes of the employment arrangement. These details will be included in the relevant Employee's appointment letter.

Whilst Employees are required to work away from their home base there will be reasonable private use of company vehicles to ensure mobility in the varying work locations. Where private use is not possible. Employees will be provided with taxi vouchers for reasonable travel use whilst working away.

Employees who are required to work away from their normal home-base for periods of one (1) overnight absence or longer, will do so in accordance with the terms and conditions as follows:

There are three (3) options available under this provision. Option 3 is the preferred option and Employees (inclusive of Apprentices attending block release) may, by mutual agreement with the Employer, elect one the following options. If agreement is not reached, the Employee must

not be forced to work away from home. Once a mutually agreed option has been selected, it will remain for the period of the project being worked unless otherwise mutually agreed.

- **Option 1.** Employer pays all accommodation, meals & OPE
  
- **Option 2.** The Employer is to provide accommodation and a meal allowance of \$ 97.10 and OPE of \$ 18.70 per day. On the first day of travel, the Employer will provide meals, or where the Employee elects, will provide \$ 97.10. On the final day where the Employee is travelling back to home base, the Employer will pay for any meals required on the following basis:
  - o Breakfast \$ 22.70
  - o Lunch \$ 25.95
  - o Dinner \$ 44.75
  
- **Option 2 (Isolated and Remote Areas).** In isolated and remote areas where commercial accommodation is not readily available and alternative accommodation is provided or arranged, the Employer will provide accommodation and a meal allowance of \$ 103.30 and OPE of \$18.70 per day. On the first day of travel, the Employer will provide meals, or where the Employee elects, will provide \$ 103.30. On the final day where the Employee is travelling back to home base, the Employer will pay for any meals required on the following basis:
  - o Breakfast \$ 26.15
  - o Lunch \$ 29.05
  - o Dinner \$ 48.10

Where the employer provides accommodation, it must comply with the minimum standard set out in the Code of Practice issued by Workplace Health and Safety Queensland "Managing the Work Environment and Facilities: Code of Practice 2021".

With each meal allowance breakdown in mind, an Employee will make a claim with strict regard for the time that they return to the nominated place of employment in accordance with the following guidelines:

- (i) If an Employee returns to their nominated place of employment prior to their normal lunch time, they are entitled to claim the breakfast component only,
- (ii) If an Employee returns to their nominated place of employment after their normal lunch time, they are entitled to claim the breakfast and lunch component only,
- (iii) If an Employee returns to their nominated place of employment one (1) hour after their normal ceasing time, they are entitled to claim the full meal entitlement, and
- (iv) If an Employee is approved to drive from a project site to home base, they will be managed with these rules in mind on a case by case basis.

In addition, a daily Supplementary Accommodation Allowance (SAA) may also be paid under the conditions specified in clause 7.1.2 of this Agreement.

- **Option 3.**

At the Employee's discretion, Employees may elect to receive the following payments to cover both accommodation and meals on a nightly basis.

In accordance with the terms and conditions as follows (based on the Australian Tax Office determination No TD 2014/19 or as amended each Tax year.)

Based on Tier 2 Country Centres			
<b>Accommodation</b>	<b>Food and drink</b>	<b>Incidentals</b>	<b>Total</b>
\$132	B'Fast \$ 22.70 Lunch \$ 25.95 Dinner \$ 44.75	\$18.70	\$ 244.10

The above rates will be adjusted in accordance with the relevant taxation determination in July each year. In accordance with the ATO guidelines Employees required to stay in "High" cost country areas the above amounts will be amended in accordance with Table 4 of the ATO Determination.

Similarly, Employees required to stay in major cities will be paid in accordance with Table 1 of the ATO Determination.

The above rates may be paid in advance if requested by the Employee. Access to this payment in advance option will only be authorised if the relevant Employees agree to allow the Employer to automatically reclaim any portion of the advance allowance payment out of the Employee's pay (from the next scheduled pay day) in circumstances where overpayments are made.

#### 7.1.2 Supplementary Accommodation Allowance (**SAA**)

Supplementary accommodation allowance as shown in the table below will be paid for each overnight absence. The supplementary allowance will be indexed and adjusted annually by the percentage of the wage adjustments to base salary rates as specified in the salary schedule of this Agreement.

Employees will be entitled to claim SAA under any one of the following circumstances:

- For all options other than Option 3 where the Employee is required to prepare or supply meals and maintain their accommodation facilities when working in remote or isolated regions where serviced commercial accommodation is not available or provided.
- When Employees are placed in accommodation where the Employer's recommended accommodation standard could not be provided and the length of stay is for two (2) or more overnight absences.
- When Employees are placed into accommodation on a twin share basis for each overnight absence.

Payment per overnight absence for SAA will be as follows:

<b>from 1 July, 2024</b>	<b>From 1 July, 2025</b>	<b>From 1 July, 2026</b>	<b>From 1 July, 2027</b>
\$20.48	\$ 21.50	\$ 22.57	\$23.70



**Commercial Accommodation** means hotel/motel style accommodation,

**Non-Commercial Accommodation** may include accommodation such as workers barracks, shearer's quarters, non-serviced caravan parks.

**Remote or Isolated Regions** means high cost rural and remote country areas such as Torres Straits, Far Western Queensland and the Gulf.

### **7.1.3 Maintenance of Standards**

For all options other than option 3, should either party believe that the standard of accommodation/living is being compromised, it will immediately referred back through the dispute settlement procedure contained in Clause 2.1 of this Agreement. In an instance where this occurs, Option 1 will be provided until such time as the matter has been resolved.

### **7.1.4 Taxation Issues**

The Employer will meet the costs of any Fringe Benefits Tax (FBT) that is applicable in respect of any allowances described in this clause.

Where Employees elect to take the meal allowances in lieu of having meals provided, the recommended maximum time worked away without return to home is three (3) weeks. Any period longer than three (3) weeks away without returning home may attract the applicable FBT payments in accordance with ATO guidelines for travelling allowances on which meal allowances are based. In addition, the Employees may have these working away from home allowances identified in their Group Certificate in terms of Reportable Fringe Benefits measures.

### **7.1.5 Period Away From Home**

Employees will not work away from home for more than three (3) consecutive weeks without returning home. the Union and management may mutually agree to vary the preferred roster, in accordance with the provisions set out in clause 1.5 of this Agreement.

The Employer's Employees when working away from home for continuous periods exceeding one week, may return to their home base on weekends prior to completion of the scheduled work. Any such arrangements will be by mutual agreement between the Employee and relevant supervisor and any travel will be in the Employee's own time and cost.

### **7.1.6 Accommodation**

The preferred standard of suitable accommodation is a well maintained, air-conditioned single motel style room with radio/television and ensuite bath/shower and toilet facilities with access to a refrigerator for the storage of Employee's food and beverages.

In order to assist Employees with sourcing accommodation, the Employer will provide relevant Employees with a list of accommodation choices prior to the commencement of work in a new location.

### **7.1.7 Meals**

Where the Employer provides meals, they will be of a suitable choice, quality and quantity to meet the varying tastes and nutritional needs of Employees. Meal allowances may be paid to Employees in advance of travel, by submitting a timesheet prior to close of the pay period (prior to travel) to allow for normal processing of this allowance payment by Payroll Services.

#### **7.1.8 Telephone**

For option 1 and 2 reasonable telephone expenses, or reasonable use of company phones will apply but may be restricted to off-peak call times to minimise costs. If an Employee elects Option 3, this option covers all telephone expenses.

#### **7.1.9 Laundry**

Under the prescribed circumstances below, Employees required to work away for continuous periods greater than three (3) days without return travel home, laundry services will be arranged. This will apply for working away from home Options 1 and 2 but will not apply for those Employees in receipt of the Option 3 provisions.

#### **7.1.10 Start & Finish Point**

Where a local depot has not been established, the recognised start and finish point for workers working away will be in accordance with Clause 2.9, ie. will be no more than 30 minutes from their accommodation. The closest commercially available accommodation is the centre that has accommodation facilities available for overnight and/or short/medium/long term rent.

Any other accommodation arrangements other than the above must comply with the relevant fatigue management policy.

#### **7.1.11 Travel between the start and finish point**

Employees that are required to travel between their accommodation and the project site that is in excess of 30 minutes, may claim travel time in accordance with the travel time provision within this Agreement.

#### **7.1.12 Travel to and from the project site**

Where the Employer has a number of depots located within Queensland. On employment an Employee will have a depot or worksite nominated as their place of employment. In terms of travel to and from project sites, the Employer has a responsibility to facilitate travel for the Employee between the project site and the nominated place of employment.

The following rules apply with regard to claiming travel associated with the Employer facilitated travel to and from the project site:

#### **Air Travel - Queensland (Place of Employment) Airport to the worksite**

The following rules apply for time spent travelling from a Queensland (Place of Employment) Airport to the worksite:

- Employee may claim time spent travelling from their place of employment to the airport

prior to the scheduled time of departure, and

- Employee may claim any delays in flight times, and
- Employee may claim time of flight, and
- Employee may claim time spent travelling from flight arrival to the post office at the recognised closest commercially available accommodation location (or equivalent).

#### **Air Travel - Worksite to Queensland (Place of Employment) Airport**

The following rules apply for time spent travelling between the worksite and a Queensland (Place of Employment) Airport:

- Employee may claim time spent travelling at the appropriate rate between the post office at the recognised closest commercially available accommodation to the **worksite** (or equivalent) and the airport prior to the scheduled time of flight, and
- Employee may claim any delays in flight times, and
- Employee may claim time of flight.

#### **Air Travel - Costs associated with travel to and from the place of employment and the Airport**

Costs associated with travelling between a place of employment and the Airport is impacted by the location of each "Company" Depot within Queensland. Employee's will make their own way to and from the airport and as such are entitled to claim reimbursement of all associated costs upon presentation of receipts.

#### **Travel other than air travel:**

Any alternate travel to enable an Employee to work away from home other than air travel must be approved by the relevant Manager.

If approved, the Employee will only claim up to the equivalent cost of a standard fully flexible return economy airfare as obtained through the Employer travel provider if air travel was to be booked for the Employee under normal circumstances.

#### **7.1.13 Overseas Work**

Employees may be requested by the Employer to travel overseas on business. While working overseas Employees will where possible, be entitled to the same standard of accommodation and meals as would be provided by the Employer in Australia.

The Employer will reimburse the Employee for all business related expenses incurred and provide the

Employee with a corporate credit card, traveller's cheques, cash or other suitable form of recompense.

The Employer will reimburse the Employee for actual expenses incurred for laundry, airport taxes, tips (where customary in the country), and transport to and from airports and workplaces.

The Employer will arrange all necessary visas, allow the Employee paid time to obtain a passport and to obtain any immunisations required prior to departure at no cost to the Employee.

Where workers compensation does not apply because of the work or work location, the

Employer will arrange for and pay the premiums for personal accident insurance to cover the Employee. The Employer will ensure that the Employee will not be disadvantaged in terms of any accident benefit that would normally be available under Queensland Work Cover legislation.

The Employer will compensate the Employee for *any* financial loss directly incurred as a result of the Employee working overseas. Employees will therefore be recompensed for financial loss arising from, but not limited to, currency exchange variations, cost of living differences between Australia and the country in which the work is being performed, reasonable telephone calls to Australia and personal taxation adjustments.

Where an Employee who is working overseas for such an extended period that the Employee is no longer required to pay Australian taxes, and/or is required to pay tax at a rate lower than what would normally apply had the Employee been working in Australia, the Employee will be entitled to the benefit by way of any reduction in taxation. If the Employee is required to pay tax at a higher rate than what the Employee would have been required to pay when working in Australia, the Employer will, in addition to the Employee's usual wages, pay the additional tax on behalf of the Employee.

The Employer will prior to the Employee's departure, provide any current advice, which may have been issued by the Department of Foreign Affairs concerning the country in which the Employee is to work. The Employer will also provide other information, which is in the Employer's possession, which may better apprise the Employee of specific legal and or cultural issues, which are particular to the country in which work is to be performed.

The Employer may instigate additional arrangements as may be agreed on an individual basis.

**7.1.14 Project provided transportation**

Where, due to the restricted nature of the Project, there is unsatisfactory facilities or space for parking private motor vehicles, and where Employees are required to use Project provided transportation the following shall apply:

<b>Daily Travel Allowance:</b>	<b>Daily</b>
<p>A flat daily travel allowance will be paid to each Employee, for each day the Employee reports for work and works as directed by the Employer.</p> <p>Due to the restricted nature of the construction site there will not be any facility or space for parking private motor vehicles. Therefore all Employees will be required to use Project provided transportation.</p> <p>The travel allowance includes reimbursement for all costs, expense and inconvenience incurred with 30 minutes travel from the Project provided accommodation including the Village or Project provided transit pick up locations, to and from the Project Site, and to and from the designated workplace for the crew pre-start meeting.</p>	<p>\$60.00 upon commencement, and increased in accordance with the wage increases set out in this agreement.</p>
<b>Supplementary Travel Allowance:</b>	<b>Daily</b>

<p>Local Employees will be provided an additional Supplementary Travel Allowance in addition to the Daily Travel Allowance. for each day the Employee reports for work and works as directed by the Employer.</p>	<p>\$30 upon commencement and increased in accordance with the wage increases set out in this agreement.</p>
<p>The Allowance is provided as reimbursement of additional travel time and expense incurred with getting to and from Project provided transit pick up location/s.</p>	

The Employer shall ensure that Project provided transportation is fit for purpose, well maintained and compliant with relevant safety legislation.

**7.2 TRAVELLING TIME AND FARES**

7.2.1 Where an Employee starts and finishes work on a worksite rather than the Company's office or workshop, they will receive compensation for the average extra travelling time and average extra fares incurred.

- If the worksite is within 50 km of either the Company's office or the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they will receive the fares and travel allowances as set out in Appendix 1.
- If the worksite is in excess of 50 km from both the Company's office and the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they will receive the fares and travel allowances as set out in Appendix 1. plus ordinary time for excess travel undertaken in their own time beyond the 50 km radius from their place of residence (or overnight accommodation) as determined by "Whereis • website.
- Where the Employer is considering changing the location used as the base for calculating fares and travel, they will apply the provisions of Clause 2.4 (Consultation).
- The above allowances do not apply if the Employee starts and finishes work at the Company's office or Workshop. In this regard a construction site is not deemed to be the Employer's office or Workshop even if the Employer has no offices in the State.
- The fares allowances above do not apply where the Employer provides suitable transport or vehicle.

7.2.2 Where an Employee is required by the Employer to travel to any other job, site or place of work during the course of their employment, they will be paid all fares necessarily incurred. All time spent on such travel will be regarded as time worked and paid at the appropriate rate:

Provided that where an Employee agrees to use their own vehicle in the Employer's interest they will be paid the amount of\$ 0.60 / km in lieu of fares.

## **PART 8- TRAINING AND RELATED MATTERS**

### **8.1 COMMITMENT TO TRAINING**

8.1.1 The parties to this Agreement recognise that in order to increase the efficiency and productivity of the Electrical Contracting Industry, a continuing commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more suitably skilled and flexible workforce;
- (b) providing Employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the utilisation of skills acquired.

8.1.2 Within 6 months of the approval of this agreement by the Fair Work Commission, a training committee will be established. That training committee will be constituted by equal numbers of Employer and Employee representatives and have a charter which clearly states its role and responsibilities, for example.

- (a) formulation of a training programme and availability of training courses and career opportunities to Employees;
- (b) dissemination of information on the training programme and availability of training courses and career opportunities to Employees;
- (c) the recommending of individual Employees for training and reclassification;
- (d) monitoring and advising management and Employees on the on-going effectiveness of the training.

#### *8.1.3 Additional training*

- (a) Where through a training committee and with the Employee concerned, it is agreed that the additional training in accordance with the programme developed should be undertaken by an Employee, that training may be undertaken either on or off the job: Provided that if the training is undertaken during ordinary working hours the Employer concerned will not unreasonably withhold such paid training leave.
- (b) Where agreed additional training is undertaken by an Employee, any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training will be reimbursed by the Employer upon production of evidence of such expenditure: Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.
- (c) Travel costs incurred by an Employee undertaking agreed additional training in accordance with clause 8.1, which exceed those normally incurred travelling to and from work, will be reimbursed by the Employer.

### **8.2 TRAINING**

The relevant National and State Industry Training Advisory Boards, covering the vocational areas of electro-technology (electrical and electronics), will have the responsibility, with the support of the industrial parties, for the development of training packages and accredited training products for endorsement by the Australian National Training Authority or the State Training Authorities and the provision of advice and assistance to the Australian National Training Authority and the State Training Authorities in respect of matters relating to training in the industries and callings covered by this Agreement including, but not limited to, the following:

- (a) qualifications, units of competency and accredited training products;

- (b) competency and other training and skills standards; industry endorsed training courses;
- (c) underpinning knowledge and skills;
- (d) on-the-job training guidelines;

### **8.3 SKILL DEVELOPMENT**

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.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce.
- (b) Providing Employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

Taking into account:

- (a) the current and future skill needs of the Company;
- (b) the size, structure and nature of the Company; and
- (c) the need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

The Company is committed to developing and implementing **skills** formation opportunities for its workers covered by this Agreement.

Specific training will be given to all Employees who, through promotion or changing job roles, need training in specific areas. Training provided by the Company has traditionally been carried out during normal working hours.

The Company will pay for course fees and training time for Company required courses. Special courses requested by Employees will be assessed on a Company-needs basis. Suitable arrangements and provision of costs will then be determined. Out of hours training time for these courses will not be paid by the Company.

Where a course (such as a cabling course) has a licence requirement which is beneficial to the Company, the Company will pay for the course fee, manuals, materials, books and updates. Licence renewal will be the responsibility of the Employee.

### **8A QUALITY ASSURANCE**

The parties endorse the underlying principles of the Company's quality management system, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and the Employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require Employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with requirements. Where necessary, training will be provided in these activities.

## **8.5 CONSTRUCTION WIRING COURSE**

Where the Employer is responsible for the installation of Construction wiring, such wiring will comply with the appropriate standards being AS:NZ/3012, AS:NZ/3000 AS/1680 & AS/2293.2

On each site, the Employer will nominate electrician/s responsible for the Construction Wiring on each site.

Those nominated electrician/s responsible for Construction Wiring will attend and successfully complete that agreed accredited training course delivered by an accredited training provider.

The Employer will release relevant Employees during normal working hours without loss of pay to attend such training.

## **8.6 MULTISKILLING**

It is a condition of this agreement that all Employees understand and accept that they may be required to undertake a variety of tasks, both skilled and semi-skilled (for example, welding brackets, painting brackets or carrying out some other task) which are not specifically within their trade provided the task is within the Employee's competencies. The work will be incidental to the primary duties of the Employee's classification.

## **8.7 ASBESTOS TRAINING**

The Employer agrees that it will schedule training in the nationally accredited asbestos awareness training course 10279NAT Identification and Awareness of Asbestos Containing Materials. The training shall be booked and commenced within 3 months of the certification of this Agreement, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

## **8.8 SILICA DUST TRAINING**

The Employer agrees that it will schedule training in the "Course in identification of crystalline silica containing material and the associated risks for workers in the construction industry". The training shall be booked and commenced within 3 months of the certification of this Agreement, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

## **8.9 MENTAL HEALTH TRAINING**

The Employer agrees that it will schedule training in the nationally accredited Supporting positive mental health in the Construction Industry 11085NAT. The training shall be booked and commenced within 3 months of the certification of this Agreement, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.



## **8.10 GENERAL**

The Employer agrees that it will, within 7 days of receiving a written request from the union, provide:

- a) evidence to demonstrate the positive commitment to training and skill development; and
- b) the information as to the number of apprentices and visa holders engaged by the Employer,

Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

The Queensland Government Building and Construction Training Policy applies to all Projects which amongst other requirements, provides a formula for a minimum allocation of employment of apprentices and trainees (new entrants only) and workforce training on all Projects.

## **PART 9- OCCUPATIONAL HEALTH AND SAFETY**

### **9.1 WORKPLACE HEALTH AND SAFETY**

The Employer, the Employees and the Union agree that for the purposes of s. 81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.

The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:

- (a) the Principal Contractor (as defined in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor
- (b) the Employers - the Site Manager or any other person nominated by the Employer(s)
- (c) The Employees - the Union or other

representatives. (Collectively referred to as "Nominated Parties")

The Nominated Parties agree that representatives shall be entitled to:

- (a) inspect any work system, plant, substance, structure, or other thing relevant to resolving the issue
- (b) consult with relevant Employees in relation to resolving the issue
- (c) consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue
- (d) inspect and take copies of any document that is directly relevant to resolving the issue; and
- (e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:

- (a) there is an issue to be resolved; and
- (b) the nature and scope of the issue.

As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.

The Nominated Parties and/or their representatives must have regard to all relevant matters including:

- (a) the degree and imminent risk to the Employees or other persons affected by the issue.
- (b) the number and location of Employees and other persons affected by the issue.
- (c) the measures both temporary and permanent that must be implemented to resolve the issue.
- (d) who will be responsible for implementing the resolution measures.
- (e) whether the hazard or risk can be isolated; and
- (f) the time that may elapse before the hazard or risk is permanently corrected.

Once the issue is resolved details of the issue and its resolution must be set out in writing with all Nominated Parties and/or their representatives to be satisfied that the agreement reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

Direction to cease work

- (a) If
  - (i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
  - (ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and
  - (iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 11.7 above
- (b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.
- (c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

Fundamental to this process is a standing invitation for Union representatives to attend site to assist with all matters relating to health and safety.

Employees are not required to work in circumstances where the employee or a Union representative reasonably believes a safety law is being, or will be, contravened. Consultation between the relevant parties will occur throughout this procedure including with senior representatives of the Employer and the Union.

The Company is committed to a zero-accident philosophy providing a safe and healthy working environment for its Employees. The emphasis of this commitment is - identification of potentially unsafe practices and the prevention of accidents and injury. The Company has a very strict safety culture. All of the Company's policies and procedures relating to Safety are mandatory.

The Employer and the Employees will co-operate to promote a safe and healthy work environment and will adopt safe work practices in accordance with the *Work Health and Safety Act 2011* as amended from time to time, the Workplace Health and Safety Regulations and the Codes of Practice and/or any other relevant legislation.

All Employees will report any accidents or near misses to their supervisor immediately. Any injuries resulting from accidents will be reported to the supervisor immediately. The supervisor will report these accidents/incidents to the Company Safety Manager immediately.

The Company will provide personal protective equipment in accordance with the relevant Work Health and Safety legislation.

The company will also provide the following protective equipment made to the appropriate Australian Standard for use, when necessary, by Employees during the performance of their required duties:

- |     |                                       |     |                                |
|-----|---------------------------------------|-----|--------------------------------|
| (a) | Safety                                | (d) | Gloves;                        |
| (b) | helmets; Eye                          | (e) | Ear/hearing protection;        |
| (c) | protection;                           | (f) | Wide Brim Hat / Hard Hat Shade |
|     | 30+ skin protective cream/sun screen. |     |                                |

One pair of UV rated safety glasses or UV rated prescription lenses will be provided to Employees who are required to work on reflective surfaces such as metal decking, large concrete slabs exposed to sunlight and roofing or curtain walling.

Employees who require them will provide, on commencement and during the term of their employment, prescription spectacles and lenses that meet the requirement of the *Work Health and Safety Act* and Regulations.

The Employer will reimburse the Employee for the cost of the Employee providing prescription spectacles (basic frames) and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses will be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the Employee's expense.

The parties agree that appropriate eyewear will be worn at all times during working hours and that all items will be kept clean and in good repair. Where a safety issue is identified the area under dispute will be isolated (if considered dangerous by either party), barriers put up, suitable notices attached and every effort should be made to solve the safety issue without any undue delay. Work may continue in all other areas, provided that there is no risk to health and safety in those areas, until a resolution on the issue is found.

Cash in lieu of supply of PPE is not permitted.

## **9.2 WORKERS' HEALTH & SAFETY REPRESENTATIVES**

The Employees may request that the Employer commence negotiations to determine work groups.

Once those work groups have been identified workers may elect a Work Health and Safety Representative (WHSR) and Deputy Health & Safety Representative (DHRS) for each work group in accordance with the provisions of the *Work Health and Safety Act (Qld) 2011* or its successor.

A standing invitation will exist for the Union to assist in the voting up of Health and Safety Representatives and the forming of safety committees. Health and safety representative/s (HSR) shall be elected by the Employees on the job, via a show of hands vote conducted by a representative of the Union and shall be subject to recall by a similar process.

Prior to 1 July 2024, and once elected, the WHSR will be paid in accordance with Appendix 1 (Grade 5 LH &/or WHSR}. This payment will commence from the first full pay period commencing after the election. Where the WHSR is absent the DHRS will receive payment in accordance with Appendix 1 (Grade 5 LH &/or WHSR for the period of their absence.

From 1 July 2024, a duly elected WHSR or a Deputy WHSR acting in the role shall be paid an all- purpose hourly allowance per the table below:

	From 1/07/2024	From 1/07/2025	From 1/07/2026
HSR Allowance	\$2.63	\$2.77	\$2.91

Within twenty-eight (28) days of the Employer being advised of the election of the WHSR and the DHRS, the Employer will arrange and pay for the necessary training to enable the WHSR and the

DHSR to perform their role. While attending these courses the WSHR and the DHSR will be paid their normal rate of pay, including all allowances. That is, they will not have their wages reduced because of their attendance at the training course.

The Employer will allow a WSHR and the DSHR to exercise their obligations during their ordinary working hours.

The Employer will ensure that a list of WSHR and DHSR for each work group is prepared, kept up to date and distributed to all Employees on a regular basis.

The WSHR may request the Employer to establish a workplace health and safety committee. If the Employer is requested to do so they will establish a health and safety committee within one month of that request.

A health & safety representative will be allowed reasonable paid time during working hours to attend occupational health and safety matters, including meetings affecting employees he/she represents, providing that the Representative informs their supervisor and/or relevant Manager.

### **9.3 CPR REFRESHER COURSE**

CPR and other statutory training will be provided in accordance with the *Electrical Safety Act 2002* (or its successor) requirements for the electricity industry. (i.e. Safety Observers - 6 monthly, CPR Refresher- 12 monthly.)

This training will be provided during normal working hours and associated costs paid for by the Company.

### **9.4 BULLYING AND PSYCHOSOCIAL HAZARDS AT WORK**

In line with the Employer's commitment to a safe and healthy work environment the Employer will not tolerate bullying in the workplace and will provide to the Union a copy of their policy on bullying within 7 days of that request.

The Employer will also commit to eliminate and manage the risk of psychosocial hazards at work. The Employer will provide to an Employee or the Union a copy of the Employer's policy on managing the risk of psychosocial hazards at work within seven (7) days of the request

### **9.5 PROVISION OF FACILITIES**

The Employer will ensure that all Employees have access to facilities that are at least of the minimum standard set out in the Workplace Health and Safety Queensland 2021 Code of Practice "Managing the Work Environment and Facilities", as amended from time to time.

Access to such facilities includes, but is not limited to:

- Access to clean, cool drinking water;
- Access to boiling water;
- Access to clean toilets, including washbasins and sanitary bins; Access to hand washing facilities;
- Access to dining facilities;
- Access to secure storage facilities;
- Access to change rooms; and

- Access to shower facilities, where required.

If after one (1) hour where Employees are prevented from using accessing facilities referred to in this clause, the Company will send Employees home without loss of pay.

#### **9.6 INSULATING EQUIPMENT**

The Employer will provide all the necessary insulating equipment or any other necessary protective devices where necessary.

#### **9.7 WORK ON POLES**

9.7.1 All poles over 10.5 metres in height, except those carrying suspension wires only, will be stepped from that height upwards.

9.7.2 Employees who have to work on poles will be provided with a ladder or tower wagon. If any such Employee is left on a pole, there will be within 90 metres a ladder or tower wagon. Hauling lines will be supplied, but climbers will not be used.

#### **9.8 REPAIRING LIFTS**

Repairs will not be done in lifts, shafts, or dangerous places of a similar nature whilst the same are in ordinary use;

#### **9.9 MAINTENANCE WORK**

Employees on maintenance work required to carry the Employer's tools or spare parts continuously will be provided with a suitable receptacle.

#### **9.10 SMOKING AT WORK**

Smoking at work will be in accordance with the relevant legislation and site specific conditions.

#### **9.11 SUPPLY OF WORKWEAR**

In order to assist Employees with workwear expenses, the Company must provide Employees with workwear, as provided below.

Employees must be issued with a minimum of five sets of workwear on commencement and annually thereafter they will be issued with a further five sets of workwear. When required, the provision of fire retardant clothing shall be provided. Employees will also be issued with an appropriate jacket (100% cotton for electrical work), by the end of March, or, where they commence employment after that, within 2 weeks of commencing employment. Between issues these items must be replaced on a fair wear and tear basis.

The issue will include a minimum of one pair of 100% cotton drill pants and one 100% cotton drill long sleeve shirt.

The parties agree that the workwear must be worn at all times during working hours only, and that all items will be kept clean and in good repair, to provide a uniformly neat and tidy company image.

Workwear must be worn as intended and Employees must not intentionally alter or remove sleeves from long sleeve shirts as the item has been issued for safety purposes.

#### **9.12 SAFETY FOOTWEAR**

On commencement Employees must be supplied with safety footwear which meets the requirements of the *Workplace Health and Safety Act* and Regulations and which is of a reasonable standard of comfort.

These items will be replaced on a fair wear and tear basis.

If an Employee determines that the type of footwear supplied by the Company is not suitable for his/her comfort and chooses to purchase more expensive footwear then the Employee will be reimbursed up to \$250 for replacement safety footwear on a fair wear and tear basis, conditional upon return of the safety footwear to be replaced and providing the Company with the original receipt for purchase of the replacement set.

#### **9.13 TECHNOLOGY**

To assist in the company's commitment to health and safety, security of company assets and reduce the Employer's insurance premiums the Employer may install monitoring and surveillance equipment, including GPS, at the workplace and in company vehicles.

Prior to the Employer installing such equipment they will inform the Employees in writing, by posting a notice at the workplace. The written notice will state the type of equipment being installed and the date/s of the installation. The company will then enter into a period of consultation with the workforce to help identify issues of concern with the implementation of

new technology into the day to day operations of the company. This consultation may include but not be limited to discussion around training, security and changes to current work methods. This period of consultation should be no less than one month.

New Employees will be notified of any monitoring equipment during their induction.

If an Employee is using the Employer's equipment and is monitored acting in an unlawful manner and/or a manner that is contrary to this agreement and the employment relationship the Employee's conduct will be investigated and disciplinary action, including termination, may result

The Employee has the right to respond to any claims against them and the Employee has the right to seek representation at any time during the investigation process and at any disciplinary meetings.

Where any of the above devices incorporate features which allow for remote monitoring or recording of geographical location or movement (such as GPS devices) then the company must gather further evidence relating to the Employees conduct, during the investigation and will not solely rely on the evidence gathered from the monitoring and surveillance equipment to terminate the Employee.

For the life of this Agreement, the Employer will not seek to implement its own Facial recognition technology shall not be used on any Site for the life of this Agreement.

The Employer's preference is to supply all technology required to be used by Employees over the course of their employment (including for signing in and timesheets). Where the Employer and Employee agree, an Employee may use their own technology. In such circumstances, the Employee shall be paid the technology allowance referred to in clause 4.5.20 above.

Where the completion of timesheets includes attributing codes/hours to various tasks this work shall be performed during work time.

#### **9.14    FITNESS FOR WORK**

A policy will be developed in relation to Fitness for Work which complies with the minimum requirements in the Building Code (or its successor) in relation to work performed under the Code.

The parties to this Agreement commit to developing a Fitness for Work Policy within six (6) months of the commencement of this Agreement.

Any issues over the development and substance of the fitness for work policy may be dealt with in accordance with the dispute settlement procedure set out in clause 2.1.

Provided that where an employee is required to undertake any form of testing to establish their fitness for work, including but not limited to drug and alcohol testing, all such testing will occur during ordinary working hours and the location of the testing will be considered to be their 'designated workplace'.

Oral testing will be the only acceptable method of testing used for Drug and Alcohol detection.



## **9.15. HOT WEATHER GUIDELINES**

9.15.1 Under this Agreement when air temperature reaches:

- (a) 35°C; or
- (b) 29°C and 75% humidity or more, after three hours from commencement of the shift in southeast Queensland it will constitute inclement weather (Extreme Hot Weather),

This definition will be subject to review in other regions. This clause 9.15 must be incorporated in the Employer's OHS Procedures for all applicable projects.

9.15.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 9.15.3 below. For forecasting, planning and guidance the Bureau of Meteorology (BOM) will be used for weather observations. BOM weather stations used for weather observations will be the closest to the project and or with similar weather conditions.

9.15.3 When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the workload prior to the Extreme Hot Weather, which may include:

- a) rescheduling work so the hot tasks are performed during the cooler part of the day;
- b) where possible, reducing the time spent doing hot tasks (for example, by job rotation);
- c) where possible, arranging for more workers to do the job;
- d) providing extra rest breaks in a cool area;
- e) providing cool drinking water and ice (machines) near the work site.
- f) Increasing air movement by fans or coolers
- g) installing shade cloth to reduce radiant heat from the sun
- h) consideration should be given to working an eight hour day.

9.15.4 Once the temperature reaches Extreme Hot Weather, the following process will be followed:

- (a) Where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 9.15.5 below.
- (b) where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 9.15.5 below.

9.15.5 If there are areas of the workplace that are below any Extreme Hot Weather, work will continue as normal in those areas, Employees unable to work elsewhere may be transferred to these areas if work is available. Employees may walk a reasonable distance through the open to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety.

9.15.6 Extreme Hot Weather will be measured on site by a temperature gauge and/or BOM

weather station (if close proximity to project with similar climatic conditions) compliant to Australian Standards and will be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb Globe Temperature index will be an acceptable method of measuring extreme high temperature.

## **PART 10 - AGREEMENT COMPLIANCE ANQ RELATED MATTERS**

### **10.1 PAYMENT OF WAGES**

Wages will be paid weekly by cash or electronic funds transfer (EFT) at the discretion of the Company.

The Company will comply with all provisions requiring the keeping of time and wage records and the production of pay slips as required by law, provided that weekly pay slips will include not less than the following information:

- Name of Employee
- Name of the Employer
- Classification of Employee
- Date of payment
- Period to which the pay relates
- Number of hours worked
- Any allowances payable, such as site allowance and multi-storey allowance
- Accrued annual leave hours
- Balance of accrued RDO hours
- Accrued Sick Leave
- Income Protection Contributions, if applicable
- Ordinary hourly rate
- Gross payment
- Net payment
- Overtime hours
- Penalty payments and loadings payable
- Superannuation Contributions
- Redundancy Contributions

On or before the payday the Company will provide each Employee with their pay slip. This provision will be met if the Company forwards the pay slip by electronic means, by courier or by post no later than the payday.

If the pay slip is not received by the Employee by the end of the day following the payday and the Employee requests the information, the Company must provide the Employee with the information by appropriate means (telephone, fax, etc.) during working hours.

Where the Company is unable to provide the above information on Employee pay slips, alternate arrangements must be made to ensure that the items are accurately recorded and accessible to the Employee and available for inspection in accordance with law.

If Employee is kept waiting for all or part of their wages after the normal pay time on the regular pay day the Employee will be paid an additional \$125 each day they are waiting for their wages until their pay is available or alternative arrangements agreed between the Company and the Employee, provided that the Employee is not disadvantaged. If the Company does not cause the delay there will be no payment paid to the Employee.

Where an action by the Company has delayed the usual day an Employee's pay is deposited in their financial accounts, the Company will reimburse that Employee any substantiated additional direct charges incurred by that delay (e.g. - A fee for a home loan payment not able

to be deducted from *an* account due to insufficient funds).

Any Underpayment of wages will be corrected on the next working day. Suitable alternative arrangements will be made for sites in remote areas.

The Employer will work to resolve any genuine difficulties which may arise for individual Employees in relation to payment of wages.

Any fees involved in the transfer of money into the Employee's account will be borne by the Employer. (Up to a maximum of 2 accounts per Employee).

When an Employee's employment is terminated the Employer will pay all money due to the Employee, including payments made on behalf of the Employee, ie superannuation and CIRT, as soon as practicable and, in any case, within forty-eight hours, except where a Sunday or public holiday intervenes, in which case they will be paid such money not later than noon on the next succeeding working day or, where the Employee is paid one week or more in lieu of notice, they will be paid no later than the next pay day after the notice is given.

If the Employer does not make the payments in accordance with the paragraph above, the Employee will be paid at the rate of double time, for all time between the termination of their employment, and payment being made. All paperwork in relation to the termination of employment, including any and all paperwork required by GIRT, will be completed by the Employer and lodged with CIRT, with a copy provided to the Employee, prior to the Employee being terminated.

The Company must provide a separation certificate to Employees with their termination payment.

## **10.2 AGREEMENT POSTING**

A complete copy of this Agreement will be exhibited in a conspicuous and convenient place on the premises/significant site of any Employer affected thereby, and will be readily accessible to the Employees to whom it applies.

## **10.3 CALCULATION OF WAGES**

### *10.3.1 Employee's first pay day*

On the first pay day occurring during an Employee's employment, the wages paid will be whatever is due up to the completion of work on the previous day.

### *10.3.2 Calculation of weekly wage rates*

- (a) An Employee in any particular week of a work cycle, will be paid wages on the basis of an average of the ordinary hours per week in each work cycle so as to avoid fluctuating weekly wage payments. That is, for Employees employed in the Coal Work Division they will be paid an average of 35 hours per week and for Employees employed in other than the Coal Work Division they will be paid an average of 36 hours per week.
- (b) Under the averaging system, the Employee accrues a monetary "credit" each day the Employee works actual ordinary hours in excess of the daily average. That is,

where an Employee works 8 hours per day, they will receive payment for 7.2 hours and the balance, that is 0.8 of an hour; is credited towards the payment for the rostered day off as it becomes due.

- (c) An Employee will also accrue a monetary "credit" for each day absent from duty on annual leave, long service leave, public holidays, paid sick leave, workers compensation, bereavement leave, or paid family leave. That is, where an Employee who usually works an 8 hour day takes a day of annual leave, their annual leave entitlement will be debited an amount of 7.2 hours. They will receive payment for 7.2 hours leave and the balance of the 0.8 of an hour, is credited towards the payment for the rostered day off as it becomes due.
- (d) An Employee will not accrue a monetary credit for each day absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation, bereavement leave, or paid family leave.
- (e) Amount to be Deducted from Average Days Pay - An Employee whose ordinary hours are arranged in accordance with clause 5.1 (Hours of Work) and who is paid wages in accordance with clause 4.1 (Wages) and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation, bereavement leave, or paid family leave),

will, for each day the Employee is absent, lose average pay for that day by dividing the Employee's average weekly rate by 5.

- (f) An Employee who is absent from duty for part of a day, other than on paid leave, will lose pay for each hour, or part thereof, the Employee is absent from duty at an hourly rate calculated by dividing the Employee's average daily pay rate by 7.0 where the Employee is employed in the Coal Work Division and 7.2 where the Employee is employed in other than the Coal Work Division.

#### **10.4 TIME AND WAGES RECORD**

10.4.1 The Employer must make available time and wages records that contains the following particulars for each pay period for each Employee, including apprentices, in accordance with the relevant provisions of the Fair Work Act:

- (a) the Employee's classification;
- (b) the Employer's full name;
- (c) the name of the agreement under which the Employee is working;
- (d) the number of hours worked by the Employee during each day and week, the times at which the Employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the Employee is paid;
- (f) the gross and net wages paid to the Employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the Employer to a superannuation fund.

10.4.2 The time and wages record must also contain:

- (a) the Employee's full name and address;
- (b) the Employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the Employee;
- (d) the date when the Employee became an Employee of the Employer;

- (e) if appropriate, the date when the Employee ceased employment with the Employer; and
- (f) if a casual Employee's entitlement to long service leave is worked out under section 47 of the Industrial Relations Act - the total hours, other than overtime, worked by the Employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

10.4.3 The Employer must keep the record for 7 years.

## **10.5 SECURITY OF PERSONAL INFORMATION**

10.5.1 For this clause "personal information" has the meaning given to it in the Privacy Act 1988 (Cth) and includes 'employment medicals'.

10.5.2 The company undertakes not to pass on or sell Employees' personal information (either directly or indirectly, for example through contractual arrangements with clients), except to comply with this document or to comply with a specific direction from a government authority or a request from a party to this agreement, for example for time and wages information. To the extent allowable by law, all requests for the Company to provide personal information shall be notified to the Union and genuine consultation shall occur between the parties to this agreement. The company commits to minimise the extent of employee information held in order to meet its legal and employment relationship requirements. The Employer accepts liability for any damage caused by the misuse of Employees personal information.

**APPENDIX 1**

**1. TRANSFER BETWEEN WORK DIVISIONS**

Where an Employee is engaged on work attracting two different Divisions' wage rates in one week, the higher rate will be paid for the full week.

**2. PAYMENT FOR AUTHORISED LEAVE**

An Employee while on authorised leave as defined in clause 4.6A - Redundancy/ Training, will be entitled to payment all benefits (eg. superannuation, redundancy etc) in accordance with the provisions of the relevant work Division applicable to the Employee at the time of the leave.

An Employee on authorised unpaid leave will not be entitled to any all-purpose allowance or other benefits, with the exception of those defined in clause 4.6A - Redundancy / Training.

**3. SUPERANNUATION,**

<b>SUPERANNUATION (per week)</b>				
	<b>On commencement</b>	<b>1st July 2024</b>	<b>1st July 2025</b>	<b>1st July 2026</b>
<b>Commercial Construction Work (SEQ) Division - \$50 million or more or Commercial Construction Work (outside SEQ) \$100 million or more, Engineering and Gladstone Work Divisions</b>				
<b>Employer Contributions</b>	\$323	\$339	\$356	\$374
<b>Employee Co-Contributions</b>	\$70	\$70	\$70	\$70
<b>All Other Work Divisions</b>				
<b>Employer Contributions*</b>	11%	11.5%	12%	12%
<b>Employee Co Contributions</b>	\$20	\$20	\$20	\$20

"The percentage referred to in this table is the minimum and shall be increased if the superannuation guarantee level is increased to a rate higher than in the table.

**4. REDUNDANCY & TRAINING PAYMENT**

<b>REDUNDANCY PAYMENT (per week) - Clause 4.68<sup>1</sup></b>				
<b>Commercial Construction Work (SEQ) Division - \$50 million or more or Commercial Construction Work (outside SEQ) \$100 million or more, Engineering and Gladstone Work Divisions</b>				
	\$120	\$126	\$138	\$151
<b>Service Work Division</b>				
	\$85	\$85	\$85	\$85

<b>All other Divisions</b>			
	\$75		\$75
	\$75		\$75
<b>Apprentices - all Divisions</b>			
	\$65		\$65
	\$65		\$65
<b>TRAINING PAYMENT (per week)- Clause 4.6C</b>			
<b>All Employees, other than Apprentices</b>			
	\$15		\$15
	\$15		\$15
<b>Apprentices</b>			
	\$10		\$10
	\$10		\$10
<b>JETCO PAYMENT (per week) - Clause 4.6D - Commercial Construction Work (SEQ) Division - \$50 million or more &amp; Commercial Construction Work Division Outside SEQ \$100 million or more.</b>			
	\$10		\$10
	\$10		\$10

**5. FARES & TRAVEL**

- (a) Fares and Travel is payable to all Employees required travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.
- (b) Where the company provides an Employee with a vehicle there will be no entitlement to fares.

<b>Daily Fares &amp; Travel (All Employees, including Adult Apprentices, but excluding Junior Apprentices) per day</b>				
	On commencement	1st July 2024	1st July 2025	1st July 2026
<b>Commercial Construction Work (SEQ - \$50 million or more), Commercial Construction Work (outside SEQ - \$100 million or more), Gladstone &amp; Engineering, 0 -50 km</b>				
	<b>\$60</b>	<b>\$63</b>	<b>\$66</b>	<b>\$70</b>
	(\$14fares + \$46 travel)	(\$14 fares + \$49travel)	+ (\$14 fares + \$52travel)	+ (\$14 fares + \$56travel)
<b>Commercial Construction Work (SEQ - Less than \$50 million), 0 - 50 km</b>				
	<b>\$37</b>	<b>\$37</b>	<b>\$37</b>	<b>\$37</b>
	(\$14fares + \$23 travel)	(\$14 fares + \$23 travel)	+ (\$14 fares + \$23 travel)	+ (\$14 fares + \$23 travel)

All Other Work Divisions				
0-30 Km	<b>\$48</b>	\$48	<b>\$48</b>	\$48
	(\$14 fares + \$34 travel)	(\$14 fares+ \$34 travel)	(\$14 fares+ \$34 travel)	(\$14 fares+ \$34 travel)
30-50Km	\$54	<b>\$54</b>	\$54	<b>\$54</b>
	(\$14 fares+ \$40 travel)	(\$14 fares+ \$40 travel)	(\$14 fares+ \$40 travel)	(\$14 fares+ \$40 travel)
Daily Fares & Travel - Junior Apprentices - Commercial Construction Work Division (SEQ - \$50 million or more) or Commercial Construction Work Division (outside SEQ • \$100 million or more)				
Junior Apprentice:	On Commencement	1st July 2024	1st July 2025	1st July 2026
<b>1st Year</b>	<b>\$39.06</b>	<b>\$41.01</b>	<b>\$43.07</b>	<b>\$45.22</b>
2nd Year	<b>43.76</b>	\$ 45.905	<b>\$48.24</b>	<b>\$50.65</b>
<b>3rd Year</b>	<b>\$48.45</b>	<b>\$50.87</b>	<b>\$54.41</b>	<b>\$56.01</b>
4th Year	<b>\$54.40</b>	<b>\$57.12</b>	<b>\$59.98</b>	<b>\$62.98</b>
Fares & Travel - Junior Apprentices - Other than Commercial Construction <b>Work</b> Division (SEQ - \$50 million or more) or Commercial Construction <b>Work</b> Division (outside SEQ - <b>\$100</b> million or more)				
Junior Apprentice :	On Commencement	1st July 2024	1st July 2025	1st July <b>2026</b>
1st Year	<b>\$19.64</b>	<b>\$20.62</b>	<b>\$21.65</b>	<b>\$22.73</b>
2nd Year	<b>\$23.20</b>	<b>\$24.36</b>	<b>\$25.60</b>	<b>\$26.86</b>
3rd Year	<b>\$26.42</b>	<b>\$27.74</b>	<b>\$29.13</b>	<b>\$30.60</b>
4th Year	\$32.13	<b>\$33.74</b>	<b>\$35.42</b>	<b>\$37.19</b>

6. MINIMUM RATES OF PAY UNDER THIS AGREEMENT

- a) Irrespective of and Employee's classification under this Agreement (except for Apprentices), the minimum rates of pay shall be EW4 or higher.



COMMERCIAL CONSTRUCTION WORK (SEQ) \$50 MILLION OR MORE, CONSTRUCTION WORK (OUTSIDE SEQ) \$100 MILLION OR MORE, GLADSTONE AND ENGINEERING DIVISIONS· WAGE RATES									
Grade	From Commencement		1/07/2024		1/07/2025		1/07/2026		
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	
Electrical Worker Grade 10	\$2,776.13	\$77.11	\$2,970.46	\$82.51	\$3,118.98	\$86.64	\$3,274.93	\$90.97	
Electrical Worker Grade 9	\$2,550.60	\$70.85	\$2,729.14	\$75.81	\$2,865.60	\$79.60	\$3,008.88	\$83.58	
Electrical Worker Grade 8	\$2,475.00	\$68.75	\$2,648.25	\$73.56	\$2,780.66	\$77.24	\$2,919.70	\$81.10	
Electrical Worker Grade 7	\$2,324.52	\$64.57	\$2,487.24	\$69.09	\$2,611.60	\$72.54	\$2,742.18	\$76.17	
Electrical Worker Grade 6	\$2,243.16	\$62.31	\$2,400.18	\$66.67	\$2,520.19	\$70.01	\$2,646.20	\$73.51	
Foreman Rate Grade 2	\$2,193.84	\$60.94	\$2,347.41	\$65.21	\$2,464.78	\$68.47	\$2,588.02	\$71.89	
Foreman Rate Grade 1	\$2,147.04	\$59.64	\$2,297.33	\$63.81	\$2,412.20	\$67.01	\$2,532.81	\$70.36	
Electrical Worker Grade 5 LH	\$2,102.04	\$58.39	\$2,249.18	\$62.48	\$2,361.64	\$65.60	\$2,479.72	\$68.88	
<b>Electrical Worker Grade 5</b>	<b>\$2,053.80</b>	<b>\$57.05</b>	<b>\$2,197.57</b>	<b>\$61.04</b>	<b>\$2,307.44</b>	<b>\$64.10</b>	<b>\$2,422.82</b>	<b>\$67.30</b>	
Electrical Fitter	\$2,004.48	\$55.68	\$2,144.79	\$59.58	\$2,252.03	\$62.56	\$2,364.63	\$65.68	
Communication Tradesperson	\$1,949.04	\$54.14	\$2,085.47	\$57.93	\$2,189.75	\$60.83	\$2,299.23	\$63.87	
Electrical Worker Grade 4	\$1,901.52	\$52.82	\$2,034.63	\$56.52	\$2,136.36	\$59.34	\$2,243.18	\$62.31	
<b>Apprentices</b>									
First Year	\$690.84	\$19.19	\$739.20	\$20.53	\$776.16	\$21.56	\$814.97	\$22.64	
Second Year	\$949.68	\$26.38	\$1,016.16	\$28.23	\$1,066.97	\$29.64	\$1,120.31	\$31.12	
Third Year	\$1,295.28	\$35.98	\$1,385.95	\$38.50	\$1,455.25	\$40.42	\$1,528.01	\$42.44	
Fourth Year	\$1,554.12	\$43.17	\$1,662.91	\$46.19	\$1,746.05	\$48.50	\$1,833.36	\$50.93	
<b>Adult Apprentices</b>									
First Year	\$1,295.28	\$35.98	\$1,385.95	\$38.50	\$1,455.25	\$40.42	\$1,528.01	\$42.44	
Second Year	\$1,381.68	\$38.38	\$1,478.40	\$41.07	\$1,552.32	\$43.12	\$1,629.93	\$45.28	
Third Year	\$1,453.68	\$40.38	\$1,555.44	\$43.21	\$1,633.21	\$45.37	\$1,714.87	\$47.64	
Fourth Year	\$1,554.12	\$43.17	\$1,662.91	\$46.19	\$1,746.05	\$48.50	\$1,833.36	\$50.93	
<b>These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.</b>									

**COMMERCIAL CONSTRUCTION WORK DIVISION (SEQ) LESS THAN \$50 MILLION -WAGE RATES**

Grade	COMMENCEMENT		1/07/2024		1/07/2025		1/07/2026	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,424.21	\$67.34	\$2,593.90	\$72.05	\$2,723.60	\$75.66	\$2,859.78	\$79.44
Electrical Worker Grade 9	\$2,173.43	\$60.37	\$2,325.57	\$64.60	\$2,441.85	\$67.83	\$2,563.94	\$71.22
Electrical Worker Grade 8	\$2,089.84	\$58.05	\$2,236.13	\$62.11	\$2,347.94	\$65.22	\$2,465.33	\$68.48
Electrical Worker Grade 7	\$1,922.65	\$53.41	\$2,057.24	\$57.15	\$2,160.10	\$60.00	\$2,268.11	\$63.00
Electrical Worker Grade 6	\$1,755.47	\$4a.76	\$1,878.35	\$52.18	\$1,972.27	\$54.79	\$2,070.88	\$57.52
Foreman Rate Grade 2	\$1,738.75	\$48.30	\$1,860.46	\$51.68	\$1,953.48	\$54.26	\$2,051.16	\$56.98
Foreman Rate Grade 1	\$1,722.03	\$47.83	\$1,842.57	\$51.18	\$1,934.70	\$53.74	\$2,031.43	\$56.43
Electrical Worker Grade 5 LH	\$1,705.31	\$47.37	\$1,824.68	\$50.69	\$1,915.92	\$53.22	\$2,011.71	\$55.88
<b>Electrical Worker Grade 5</b>	<b>\$1,671.87</b>	<b>\$46.44</b>	<b>\$1,788.90</b>	<b>\$49.69</b>	<b>\$1,878.35</b>	<b>\$52.18</b>	<b>\$1,972.27</b>	<b>\$54.79</b>
Electrical Fitter	\$1,638.43	\$45.51	\$1,753.13	\$48.70	\$1,840.78	\$51.13	\$1,932.82	\$53.69
Communication Tradesperson	\$1,605.00	\$44.58	\$1,717.35	\$47.70	\$1,803.21	\$50.09	\$1,893.38	\$52.59
Electrical Worker Grade 4	\$1,588.28	\$44.12	\$1,699.46	\$47.21	\$1,784.43	\$49.57	\$1,873.65	\$52.05
<b>Apprentices</b>								
First Year	\$635.31	\$17.65	\$679.78	\$18.88	\$713.77	\$19.83	\$749.46	\$20.82
Second Year	\$716.01	\$19.89	\$766.14	\$21.28	\$804.44	\$22.35	\$844.66	\$23.46
Third Year	\$861.74	\$23.94	\$922.06	\$25.61	\$968.16	\$26.	\$1,016.57	\$28.24
Fourth Year	\$1,009.69	\$28.05	\$1,080.37	\$30.01	\$1,134.38	\$31.51	\$1,191.10	\$33.09
<b>Adult Apprentices</b>								
First Year	\$923.66	\$25.66	\$988.32	\$27.45	\$1,037.74	\$28.83	\$1,089.62	\$30.27
Second Year	<b>\$984.84</b>	<b>\$27.36</b>	\$1,053.78	\$29.27	\$1,106.47	\$30.74	\$1,161.80	\$32.27
Third Year	\$1,034.16	\$28.73	\$1,106.55	\$30.74	\$1,161.88	\$32.27	\$1,219.97	\$33.89
Fourth Year	\$1,108.32	\$30.79	\$1,185.90	\$32.94	\$1,245.20	\$34.59	\$1,307.46	\$36.32
<b>"These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.</b>								

COMMERCIAL CONSTRUCTION (\$20 MILLION TO \$100 MILLION) OTHER THAN SEQ DIVISION WAGE RATES									
Grade	COMMENCEMENT		1/07/2024		1/07/2025		1/07/2026		
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	
Electrical Worker Grade 10	\$2,504.07	\$69.56	\$2,679.36	\$74.43	\$2,813.32	\$78.15	\$2,953.99	\$82.06	
Electrical Worker Grade 9	\$2,245.03	\$62.36	\$2,402.18	\$66.73	\$2,522.29	\$70.06	\$2,648.41	\$73.57	
Electrical Worker Grade 8	\$2,158.68	\$59.96	\$2,309.79	\$64.16	\$2,425.28	\$67.37	\$2,546.54	\$70.74	
Electrical Worker Grade 7	\$1,985.99	\$55.17	\$2,125.01	\$59.03	\$2,231.26	\$61.98	\$2,342.82	\$65.08	
Electrical Worker Grade 6	\$1,813.29	\$50.37	\$1,940.22	\$53.90	\$2,037.23	\$56.59	\$2,139.10	\$59.42	
Foreman Rate Grade 2	\$1,796.02	\$49.89	\$1,921.75	\$53.38	\$2,017.83	\$56.05	\$2,118.72	\$58.85	
Foreman Rate Grade 1	\$1,778.75	\$49.41	\$1,903.27	\$52.87	\$1,998.43	\$55.51	\$2,098.35	\$58.29	
Electrical Worker Grade 5 LH	\$1,761.48	\$48.93	\$1,884.79	\$52.36	\$1,979.03	\$54.97	\$2,077.98	\$57.72	
<b>Electrical Worker Grade 5</b>	<b>\$1,726.95</b>	<b>\$47.97</b>	<b>\$1,847.83</b>	<b>\$51.33</b>	<b>\$1,940.22</b>	<b>\$53.90</b>	<b>\$2,037.23</b>	<b>\$56.69</b>	
Electrical Fitter	\$1,692.41	\$47.01	\$1,810.88	\$50.30	\$1,901.42	\$52.82	\$1,996.49	\$55.46	
Communication Technician	\$1,657.87	\$46.05	\$1,773.92	\$49.28	\$1,862.61	\$51.74	\$1,955.75	\$54.33	
Electrical Worker Grade 4	\$1,640.60	\$45.57	\$1,755.44	\$48.76	\$1,843.21	\$51.20	\$1,935.37	\$53.76	
<b>Apprentices</b>									
First Year	\$635.52	\$17.65	\$680.00	\$18.89	\$714.00	\$19.83	\$749.70	\$20.83	
Second Year	\$716.01	\$19.89	\$766.14	\$21.28	\$804.44	\$22.35	\$844.66	\$23.46	
Third Year	\$861.74	\$23.94	\$922.06	\$25.61	\$968.16	\$26.89	\$1,016.57	\$28.24	
Fourth Year	\$1,009.69	\$28.05	\$1,080.37	\$30.01	\$1,134.38	\$31.51	\$1,191.10	\$33.09	
<b>Adult Apprentices</b>									
First Year	\$923.66	\$25.66	\$988.32	\$27.45	\$1,037.74	\$28.83	\$1,089.62	\$30.27	
Second Year	\$984.84	\$27.36	\$1,053.78	\$29.27	\$1,106.47	\$30.74	\$1,161.80	\$32.27	
Third Year	\$1,034.16	\$28.73	\$1,106.55	\$30.74	\$1,161.88	\$32.27	\$1,219.97	\$33.89	
Fourth Year	\$1,108.32	\$30.79	\$1,185.90	\$32.94	\$1,245.20	\$34.59	\$1,307.46	\$36.32	
<b>"These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.</b>									

COMMERCIAL CONSTRUCTION (OTHER THAN SEQ) LESS THAN \$20 MILLION DIVISION - WAGE RATES									
Grade	COMMENCEMENT		1/07/2024		1/07/2025		1/07/2026		
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	
Electrical Worker Grade 10	\$2,291.88	\$63.66	\$2,452.31	\$68.12	\$2,574.93	\$71.53	\$2,703.68	\$75.10	
Electrical Worker Grade 9	\$2,054.79	\$57.08	\$2,198.63	\$61.07	\$2,308.56	\$64.16	\$2,423.98	\$67.33	
Electrical Worker Grade 8	\$1,975.76	\$54.88	\$2,114.06	\$58.72	\$2,219.77	\$61.66	\$2,330.75	\$64.74	
Electrical Worker Grade 7	\$1,817.70	\$50.49	\$1,944.94	\$54	\$2,042.18	\$56.73	\$2,144.29	\$59.56	
Electrical Worker Grade 6	\$1,659.64	\$46.10	\$1,775.81	\$49.33	\$1,864.60	\$51.79	\$1,957.83	\$54.38	
Foreman Rate Grade 2	\$1,643.83	\$45.66	\$1,758.90	\$48.86	\$1,846.85	\$51.30	\$1,939.19	\$53.87	
Foreman Rate Grade 1	\$1,628.03	\$45.22	\$1,741.99	\$48.39	\$1,829.09	\$50.81	\$1,920.54	\$53.35	
Electrical Worker Grade 5 LH	\$1,612.22	\$44.78	\$1,725.08	\$47.92	\$1,811.33	\$50.31	\$1,901.90	\$52.83	
<b>Electrical Worker Grade 5</b>	<b>\$1,580.61</b>	<b>\$43.91</b>	<b>\$1,691.25</b>	<b>\$46.98</b>	<b>\$1,775.81</b>	<b>\$49.33</b>	<b>\$1,864.60</b>	<b>\$51.79</b>	
Electrical Fitter	\$1,549.00	\$43.03	\$1,657.43	\$46.04	\$1,740.30	\$48.34	\$1,827.31	\$50.76	
Communication Technician	\$1,517.38	\$42.15	\$1,623.60	\$45.10	\$1,704.78	\$47.36	\$1,790.02	\$49.72	
Electrical Worker Grade 4	\$1,501.58	\$41.71	\$1,606.69	\$44.63	\$1,687.02	\$46.88	\$1,771.37	\$49.20	
<b>Apprentices</b>									
First Year	\$635.40	\$17.65	\$679.88	\$18.89	\$713.88	\$19.83	\$749.57	\$20.82	
Second Year	\$716.01	\$19.89	\$766.14	\$21.28	\$804.44	\$22.35	\$844.66	\$23.46	
Third Year	\$861.74	\$23.94	\$922.06	\$25.61	\$968.16	\$26.89	\$1,016.57	\$28.24	
Fourth Year	\$1,009.69	\$28.05	\$1,080.37	\$30.01	\$1,134.38	\$31.51	\$1,191.10	\$33.09	
<b>Adult Apprentices</b>									
First Year	\$923.66	\$25.66	\$988.32	\$27.45	\$1,037.74	\$28.83	\$1,089.62	\$30.27	
Second Year	\$984.84	\$27.36	\$1,053.78	\$29.27	\$1,106.47	\$30.74	\$1,161.80	\$32.27	
Third Year	\$1,034.16	\$28.73	\$1,106.55	\$30.74	\$1,161.88	\$32.27	\$1,219.97	\$33.89	
Fourth Year	\$1,108.32	\$30.79	\$1,185.90	\$32.94	\$1,245.20	\$34.59	\$1,307.46	\$36.32	
•These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.									

**SERVICE WORK DIVISION WAGE RATES**

Grade	COMMENCEMENT		1/07/2024		1/07/2025		1/07/2026	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,312.84	\$64.25	\$2,474.74	\$68.74	\$2,598.48	\$72.18	\$2,728.40	\$75.79
Electrical Worker Grade 9	\$2,123.11	\$58.98	\$2,271.72	\$63.10	\$2,385.31	\$66.26	\$2,504.58	\$69.57
Electrical Worker Grade 8	\$2,059.67	\$57.21	\$2,203.85	\$61.22	\$2,314.04	\$64.28	\$2,429.74	\$67.49
Electrical Worker Grade 7	\$1,933.09	\$53.70	\$2,068.41	\$57.46	\$2,171.83	\$60.33	\$2,280.42	\$63.34
Electrical Worker Grade 6	\$1,864.81	\$51.80	\$1,995.34	\$55.43	\$2,095.11	\$58.20	\$2,199.87	\$61.11
Foreman Rate Grade 2	\$1,967.83	\$54.66	\$2,105.58	\$58.49	\$2,210.86	\$61.41	\$2,321.40	\$64.48
Foreman Rate Grade 1	\$1,912.14	\$53.12	\$2,045.99	\$56.83	\$2,148.29	\$59.67	\$2,255.71	\$62.66
Electrical Worker Grade 5 LH	\$1,859.68	\$51.66	\$1,989.86	\$55.27	\$2,089.36	\$58.04	\$2,193.82	\$90.94
<b>Electrical Worker Grade 5</b>	<b>\$1,801.36</b>	<b>\$50.04</b>	<b>\$1,927.46</b>	<b>\$53.64</b>	<b>\$2,023.83</b>	<b>\$56.22</b>	<b>\$2,125.02</b>	<b>\$59.03</b>
Electrical Fitter	\$1,753.62	\$48.71	\$1,876.38	\$52.12	\$1,970.19	\$54.73	\$2,068.70	\$57.46
Communication Tradesperson	\$1,721.34	\$47.81	\$1,841.83	\$51.16	\$1,933.92	\$53.72	\$2,030.62	\$56.41
Electrical Worker Grade 4	\$1,637.96	\$45.50	\$1,752.62	\$48.68	\$1,840.25	\$51.12	\$1,932.26	\$53.67
<b>Apprentices</b>								
First Year	\$690.82	\$19.19	\$739.18	\$20.53	\$776.14	\$21.56	\$814.95	\$22.64
Second Year	\$882.27	\$24.51	\$944.03	\$26.22	\$991.23	\$27.53	\$1,040.79	\$28.91
Third Year	\$1,203.07	\$33.42	\$1,287.28	\$35.76	\$1,351.65	\$37.55	\$1,419.23	\$39.42
Fourth Year	\$1,443.69	\$40.10	\$1,544.75	\$42.9	\$1,621.99	\$45.06	\$1,703.09	\$47.31
<b>Adult Apprentices</b>								
First Year	\$1,203.07	\$33.42	\$1,287.28	\$35.76	\$1,351.65	\$37.	\$1,419.23	\$39.42
Second Year	\$1,283.29	\$35.65	\$1,373.12	\$38.14	\$1,441.78	\$40.05	\$1,513.87	\$42.05
Third Year	\$1,347.35	\$37.43	\$1,441.66	\$40.05	\$1,513.75	\$42.05	\$1,589.44	\$44.15
Fourth Year	\$1,443.69	\$40.10	\$1,544.75	\$42.91	\$1,621.99	\$45.06	\$1,703.09	\$47.31
<b>"These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.</b>								

**WORKSHOP DIVISION WAGE RATES**

Grade	COMMENCEMENT			1/07/2024			1/07/2025			1/07/2026		
	Weekly	Hourly	Hourly	Weekly	Hourly	Hourly	Weekly	Hourly	Hourly	Weekly	Hourly	Hourly
Electrical Worker Grade 10	\$2,390.89	\$66.41	\$71.06	\$2,558.25	\$71.06	\$74.62	\$2,686.16	\$74.62	\$78.35	\$2,820.47	\$78.35	\$78.35
Electrical Worker Grade 9	\$2,189.75	\$60.83	\$65.08	\$2,343.04	\$65.08	\$68.34	\$2,460.19	\$68.34	\$71.76	\$2,583.20	\$71.76	\$71.76
Electrical Worker Grade 8	\$2,122.48	\$58.96	\$63.08	\$2,271.05	\$63.08	\$66.24	\$2,384.61	\$66.24	\$69.55	\$2,503.84	\$69.55	\$69.55
Electrical Worker Grade 7	\$1,988.31	\$55.23	\$59.10	\$2,127.49	\$59.10	\$62.05	\$2,233.86	\$62.05	\$65.15	\$2,345.55	\$65.15	\$65.15
Electrical Worker Grade 6	\$1,915.89	\$53.22	\$56.94	\$2,050.00	\$56.94	\$59.79	\$2,152.50	\$59.79	\$62.78	\$2,260.12	\$62.78	\$62.78
Foreman Rate Grade 2	\$2,025.11	\$56.25	\$60.19	\$2,166.87	\$60.19	\$63.20	\$2,275.21	\$63.20	\$66.36	\$2,388.97	\$66.36	\$66.36
Foreman Rate Grade 1	\$1,966.08	\$54.61	\$58.44	\$2,103.71	\$58.44	\$61.36	\$2,208.89	\$61.36	\$64.43	\$2,319.34	\$64.43	\$64.43
Electrical Worker Grade 5 LH	\$1,910.46	\$53.07	\$56.78	\$2,044.19	\$56.78	\$59.62	\$2,146.40	\$59.62	\$62.50	\$2,253.72	\$62.50	\$62.50
<b>Electrical Worker Grade 5</b>	<b>\$1,848.62</b>	<b>\$51.35</b>	<b>\$55.95</b>	<b>\$1,978.03</b>	<b>\$55.95</b>	<b>\$57.19</b>	<b>\$2,076.93</b>	<b>\$57.19</b>	<b>\$60.58</b>	<b>\$2,180.78</b>	<b>\$60.58</b>	<b>\$60.58</b>
Electrical Fitter	\$1,798.02	\$49.95	\$53.44	\$1,923.88	\$53.44	\$56.11	\$2,020.08	\$56.11	\$58.92	\$2,121.08	\$58.92	\$58.92
Communication Tradesperson	\$1,763.79	\$48.99	\$52.42	\$1,887.25	\$52.42	\$55.04	\$1,981.62	\$55.04	\$57.80	\$2,080.70	\$57.80	\$57.80
Electrical Worker Grade 4	\$1,675.39	\$46.54	\$49.80	\$1,792.67	\$49.80	\$52.29	\$1,882.31	\$52.29	\$54.90	\$1,976.42	\$54.90	\$54.90
<b>Apprentices</b>												
First Year	\$690.83	\$19.19	\$20.53	\$739.19	\$20.53	\$21.56	\$776.15	\$21.56	\$22.64	\$814.96	\$22.64	\$22.64
Second Year	\$850.37	\$23.62	\$25.27	\$909.89	\$25.27	\$26.54	\$955.39	\$26.54	\$27.87	\$1,003.16	\$27.87	\$27.87
Third Year	\$1,220.09	\$33.89	\$36.26	\$1,305.50	\$36.26	\$38.08	\$1,370.77	\$38.08	\$39.98	\$1,439.31	\$39.98	\$39.98
Fourth Year	\$1,404.95	\$39.03	\$41.76	\$1,503.30	\$41.76	\$43.85	\$1,578.47	\$43.85	\$46.04	\$1,657.39	\$46.04	\$46.04
<b>Adult Apprentices</b>												
First Year	\$1,164.63	\$32.35	\$34.62	\$1,246.16	\$34.62	\$36.35	\$1,308.47	\$36.35	\$38.16	\$1,373.89	\$38.16	\$38.16
Second Year	\$1,238.58	\$34.40	\$36.81	\$1,325.28	\$36.81	\$38.65	\$1,391.54	\$38.65	\$40.59	\$1,461.12	\$40.59	\$40.59
Third Year	\$1,312.52	\$36.46	\$39.01	\$1,404.40	\$39.01	\$40.96'	\$1,474.62	\$40.96'	\$43.01	\$1,548.35	\$43.01	\$43.01
Fourth Year	\$1,404.95	\$39.03	\$41.76	\$1,503.30	\$41.76	\$43.85	\$1,578.47	\$43.85	\$46.04	\$1,657.39	\$46.04	\$46.04
<b>"These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.</b>												

**QAL DIVISION WAGE RATES**

Grade	COMMENCEMENT		1/07/2024		1/07/2025		1/07/2026	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,757.72	\$76.60	\$2,950.76	\$81.97	\$3,098.29	<b>\$86.06</b>	\$3,253.21	\$90.37
Electrical Worker Grade 9	\$2,556.58	\$71.02	\$2,735.54	\$75.99	\$2,872.32	\$79.79	\$3,015.94	<b>\$83.78</b>
Electrical Worker Grade 8	\$2,489.32	\$69.15	\$2,663.57	\$73.99	\$2,796.75	\$77.69	\$2,936.59	\$81.57
Electrical Worker Grade 7	\$2,355.13	\$65.42	\$2,519.99	\$70.00	\$2,645.99	\$73.50	\$2,778.29	\$77.17
Electrical Worker Grade 6	\$2,282.73	\$63.41	\$2,442.52	\$67.85	\$2,564.64	\$71.24	\$2,692.88	\$74.80
Foreman Rate Grade 2	\$2,391.95	<b>\$66.44</b>	\$2,559.39	\$71.09	\$2,687.36	<b>\$74.65</b>	\$2,821.73	<b>\$78.38</b>
Foreman Rate Grade 1	\$2,332.91	<b>\$64.80</b>	\$2,496.22	\$69.34	\$2,621.03	<b>\$72.81</b>	\$2,752.08	<b>\$76.45</b>
Electrical Worker Grade 5 LH	\$2,277.29	\$63.26	\$2,436.70	\$67.69	\$2,558.53	\$71.07	\$2,686.46	\$74.62
<b>Electrical Worker Grade 5</b>	<b>\$2,215.45</b>	<b>\$61.54</b>	<b>\$2,370.54</b>	<b>\$65.85</b>	<b>\$2,489.06</b>	<b>\$69.14</b>	<b>\$2,613.52</b>	<b>\$72.60</b>
Electrical Fitter	\$2,164.85	\$60.13	\$2,316.39	\$64.34	\$2,432.21	\$67.56	\$2,553.82	\$70.94
Communication Tradesperson	\$2,130.62	\$59.18	\$2,279.76	\$63.33	\$2,393.75	\$66.49	\$2,513.44	\$69.82
Electrical Worker Grade 4	\$2,042.24	\$56.73	\$2,185.19	\$60.70	\$2,294.45	\$63.73	\$2,409.17	\$66.92
<b>Apprentices</b>								
First Year	\$937.05	\$26.03	\$1,002.65	\$27.85	\$1,052.78	\$29.24	\$1,105.42	\$30.71
Second Year	\$1,169.75	\$32.49	\$1,251.64	\$34.77	\$1,314.22	\$36.51	\$1,379.93	\$38.33
Third Year	\$1,480.02	\$41.11	\$1,583.62	\$43.99	\$1,662.80	\$46.19	\$1,745.94	\$48.50
Fourth Year	\$1,712.72	\$47.58	\$1,832.61	\$50.91	\$1,924.24	\$53.45	\$2,020.46	\$56.12
<b>Adult Apprentices</b>								
First Year	\$1,480.02	\$41.11	\$1,583.62	\$43.99	\$1,662.80	\$46.19	\$1,745.94	\$48.50
Second Year	\$1,557.59	\$43.27	\$1,666.62	\$46.30	\$1,749.95	<b>\$48.61</b>	\$1,837.45	\$51.04
Third Year	\$1,619.64	\$44.99	\$1,733.02	<b>\$48.14</b>	\$1,819.67	\$50.55	\$1,910.65	\$53.07
Fourth Year	\$1,712.72	\$47.58	\$1,832.61	\$50.91	\$1,924.24	<b>\$53.45</b>	\$2,020.46	\$56.12

•These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.

COAL WORK DIVISION WAGE RATES									
Grade	On commencement		1/07/2024		1/07/2025		1/07/2026		
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	
Electrical Worker Grade 10	\$2,299.85	\$65.71	\$2,460.84	\$70.31	\$2,583.88	\$73.83	\$2,713.08	\$77.52	
Electrical Worker Grade 9	\$2,126.25	\$60.75	\$2,275.09	\$65.00	\$2,388.84	\$68.25	\$2,508.28	\$71.67	
Electrical Worker Grade 8	\$2,068.50	\$59.10	\$2,213.30	\$63.24	\$2,323.96	\$66.40	\$2,440.16	\$69.72	
Electrical Worker Grade 7	\$1,952.65	\$55.79	\$2,089.34	\$59.70	\$2,193.80	\$62.68	\$2,303.49	\$65.81	
Electrical Worker Grade 6	\$1,890.35	\$54.01	\$2,022.67	\$57.79	\$2,123.81	\$60.68	\$2,230.00	\$63.71	
Foreman Rate Grade 2	\$1,984.50	\$56.70	\$2,123.42	\$60.67	\$2,229.59	\$63.70	\$2,341.07	\$66.89	
Foreman Rate Grade 1	\$1,933.40	\$55.24	\$2,068.74	\$59.11	\$2,172.17	\$62.06	\$2,280.78	\$65.17	
Electrical Worker Grade 5 LH	\$1,885.45	\$53.87	\$2,017.43	\$57.64	\$2,118.30	\$60.52	\$2,224.22	\$63.55	
<b>Electrical Worker Grade 5</b>	<b>\$1,832.25</b>	<b>\$52.35</b>	<b>\$1,960.51</b>	<b>\$56.01</b>	<b>\$2,058.53</b>	<b>\$58.82</b>	<b>\$2,161.46</b>	<b>\$61.78</b>	
Electrical Fitter	\$1,788.85	\$51.11	\$1,914.07	\$54.69	\$2,009.77	\$57.42	\$2,110.26	\$60.29	
Communication Tradesperson	\$1,759.45	\$50.27	\$1,882.61	\$53.79	\$1,976.74	\$56.48	\$2,075.58	\$59.30	
Electrical Worker Grade 4	\$1,682.80	\$48.08	\$1,800.60	\$51.45	\$1,890.63	\$54.02	\$1,985.16	\$56.72	
<b>Apprentices</b>									
First Year	\$732.90	\$20.94	\$784.20	\$22.41	\$823.41	\$23.53	\$864.58	\$24.70	
Second Year	\$934.45	\$26.70	\$999.86	\$28.57	\$1,049.85	\$30.00	\$1,102.34	\$31.50	
Third Year	\$1,209.29	\$34.55	\$1,293.93	\$36.97	\$1,358.63	\$38.82	\$1,426.56	\$40.76	
Fourth Year	\$1,410.83	\$40.31	\$1,509.59	\$43.13	\$1,585.07	\$45.29	\$1,664.32	\$47.55	
<b>Adult Apprentices</b>									
First Year	\$1,374.19	\$39.26	\$1,470.38	\$42.01	\$1,543.90	\$44.11	\$1,621.09	\$46.32	
Second Year	\$1,502.45	\$42.93	\$1,607.62	\$45.93	\$1,688.00	\$48.23	\$1,772.40	\$50.64	
Third Year	\$1,502.45	\$42.93	\$1,607.62	\$45.93	\$1,688.00	\$48.23	\$1,772.40	\$50.64	
Fourth Year	\$1,502.45	\$42.93	\$1,607.62	\$45.93	\$1,688.00	\$48.23	\$1,772.40	\$50.64	
<b>"These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.</b>									



## Mt ISA WORK -ADDITIONAL ENTITLEMENTS

Employees who perform work in Mt Isa will be entitled to the additional conditions set out below.

### **Emergency Call Out**

An Employee called to an emergency call out must be paid for a minimum of four hours at double time.

### **Additional Workwear & Safety Footwear**

Where required the company will provide workwear and safety footwear additional to the requirements of clauses 9.11 & 9.12 of this agreement. (eg Lead Smelter)

### **Travel**

Should an Employee be required to travel more than 100km each day he or she will be paid time and one half for all time spent travelling.

### **Tools**

The company must provide at all times and at all worksites lockable accommodation for the preservation of the Employee's tools.

### **Mount Isa Allowance**

Employees who work in Mt Isa will be paid an Allowance of flat per week *in* accordance with the table below This allowance will be paid on all authorised absences.

<b>From approval of the Agreement</b>	<b>From 1 July, 2024</b>
\$147.60	\$ 170.86

## **WEIPA WORK ADDITIONAL ENTITLEMENTS**

Employees who perform work in Weipa will be entitled to the additional conditions set out below.

Weipa Allowance - in addition to all payments otherwise due, all Employees employed on or in connection with electrical contracting work will be paid an amount of \$113.00 all-purpose per week of 36 hours which will be taken into consideration for the purposes of calculating overtime payments, annual leave, statutory holidays, sick pay and long service leave payments.

Mobilisation and De-mobilisation - except in the case of Employees who are normally resident in Weipa or whose first enquiry for employment is made in person at Weipa, Employees will have their airfares provided by the employer when travelling to Weipa to start work,

Upon termination of employment for other than serious misconduct, such Employees will be paid the equivalent of return airfares from Weipa to the point of engagement. Provided that, except in the case of Employees who leave their employment for legitimate compassionate reasons, such Employees continue to carry out their duties to the completion of the work for which they are engaged or for a period of at least 8 weeks.

Rest and Recreation - Employees entitled to the provision of Clause 7.1 Living Away from Home will also be entitled to Leave without Pay as agreed between the employer and Employee and free airfares from Weipa to Cairns and return after the first 8 week of employment. Provided such airfares are availed of and employment at Weipa continues thereafter.

Future entitlements w111 occur every 8 weeks from the date of each Employee's original entitlement.

Emergency Callout - an Employee called out to an emergency callout will be paid for a minimum of 4 hours at double time.

Additional Workwear and Safety Footwear - where required the company will provide workwear and safety footwear additional to the requirements of Clauses 9.11 & 9.12 of this agreement.

Travel - should an Employee be required to travel more than 100km each day, he or she will be paid time and one-half for all time spent travelling.

Tools - the company must provide at all times and at all work sites lockable accommodation for the preservation of the Employees tools.

## APPENDIX 2

*This Appendix reflects the agreement of the Parties respondent to this agreement in respect of worker definitions and wage relativities.*

### **(a) Classifications**

The percentage relativities referred to in Schedule 1 relate to percentages applying before the application of the first \$8 arbitrated safety net adjustment made in accordance with the February and November 1994 Review of Wage Fixing Principles and payable under the November 1994 State Wage Case decision.

### **(b) G1- Electrical Worker Grade 1**

An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such.

### **(c) G2- Electrical Worker Grade 2 - 85% of Base Rate**

An Electrical Worker Grade 2 is an Employee who is engaged in assisting a tradesperson, provided that such assistance will not include the work of a tradesperson and

- Without limiting the scope of the work, an Employee may perform unskilled tasks as directed to the level of their training;
- is an Employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

### **(d) G3- Electrical Worker Grade 3**

An Electrical Worker Grade 3 is an Employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and

- (a) without limiting the scope of the work the Employee may perform the work described below to the level of their training:
- is engaged in storework; or
  - is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or
  - provided that this person will not undertake tasks requiring the skills of a tradesperson.

#### **(e) G4- Electrical Worker Grade 4**

An Electrical Worker Grade 4 is an Employee Who:

- has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an Employee who:
  - performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or
  - is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
  - has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:
    - (1) installs radio, communications and related equipment including antenna; or
    - (2) installs fire alarm or security alarm equipment; or
    - (3) installs, terminates and tests data, and communication cabling
  - Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.
- (f) Provided that this person will not undertake tasks requiring the skills of a tradesperson.

(2) Included in this grade is the work of:

- (a) Purchasing Clerk/Storeperson;
- (b) Electrical labourer;

Without limiting the scope of this definition, this includes Employees who under the supervision of a tradesperson, communications tradesperson or qualified security technician:

- (a) installs radio, communications and related equipment including antenna; or
- (b) installs fire alarm or security alarm equipment; or
- (c) installs data and communication cabling.

#### **1.5 Communications Tradesperson**

A communications Tradesperson is an Employee who holds a Communications Trade Certificate and has completed a Cert III in Data and Voice Communications (UEE30407 or equivalent). For clarity, where a Communications Tradesperson is required to hold an electrical licence, and is directed to perform electrical work, that Employee shall be paid at the EW5 rate.

#### **1.6 G5 - Electrical Worker Grade 5**

- (1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is *an* Employee who;
- (a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or
  - (b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
  - {c) has successfully completed an appropriate instrumentation trade course; or
  - {d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or
  - (e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.
- (2) Included in this grade is the work of:
- (a) Electrical Fitter;
  - (b) Electrical Fitter (Instrumentation and Process Control);
  - {c) Electrical Mechanic;
  - {d) Instrument Tradesperson Level 1;
  - (e) Refrigeration/Air-Conditioning Tradesperson Level 1; and
  - (f) Linesperson/Cable Jointer Level 1.

(3) It shall not be expected of EW5 or lower to attribute code/hours to various tasks.

### **1.7 G6 - Electrical Worker Grade 6**

- (1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition (a) has successfully completed
- (i) 33% of the qualification specified for Grade 7; or
  - (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Agreement; or
- (b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5.
- (c) is employed to use the skills acquired through the training or experience specified.
- (2) Included in this grade is the work of:
- (a) Electrical Tradesperson Level 2;
  - (b) Television/Radio/Electronic Serviceperson Level 2;
  - (c) Instrument Tradesperson Level 2;
  - (d) Refrigeration/Air-Conditioning Tradesperson Level 2;
  - (e) Linesperson/Cable Jointer Level 2; and
  - (f) Alarm/Security Technician Grade 2.

### **1.8 G1 - Electrical Worker Grade 7**

- (1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:

- (a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years experience in the industry,
- (b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

- (a) Alarm/Security Technician Grade 3;
- (b) Communications Tradesperson - Special Class;
- (c) Electrical Linesperson - Live Line;
- (d) Electrician Special Class;
- (e) Electronic Serviceperson Grade 3;
  
- (f) Instrument Tradesperson - Complex Systems;
- (g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; a11d
- (h) Television/Radio/Electronic Serviceperson Grade 3.

### **1.9 GB - Electrical Worker Grade 8**

(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:

- (a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years experience as an Electrical Worker Grade 7; and
- (b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

- (a) Electronic Tradesperson;
- (b) Instrumentation and Controls Tradesperson;
- (c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and
- (d) Installation Inspector. [see clause 1.6 - Definitions]

### **1.10 G9 - Electrical Worker Grade 9**

(1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 Who:

- (a) has successfully completed an appropriate Advanced Certificate or its formal equivalent;  
and
- (b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

- (a) Alarm/Security Technician Grade 4;
- (b) Electronic Serviceperson Grade 4;
- (c) Television/Radio/Electronic Serviceperson Grade 4; and
- (d) Refrigeration/Air-Conditioning Tradesperson Level 4.

### **1.11 G10 - Electrical Worker Grade 10**

(1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:

- (a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and
  - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
- (a) Electrical Tradesperson Level 5;
  - (b) Television/Radio/Electronic Serviceperson Grade 4;
  - (c) Electronic Serviceperson Level 5;
  - (d) Instrument Tradesperson Level 5; and
  - (e) Refrigeration/Air-Conditioning Tradesperson Level 5.

## 2. Classification Definitions

- 2.1 **"Alarm/Security Technician Grade 1"** means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

- 2.2 **"Alarm/Security Technician Grade 2"** means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment

- 2.3 **"Alarm/Security Technician Grade 3"** means an Alarm/Security Technician who:

- (a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades *course*,
- (b) has not less than 2 years' experience with the employer as such, and Who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

- 2.4 **"Alarm/Security Technician Grade 4"** means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems Which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall

understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part- time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

- 2.5 **"Alarm/Security Tester Grade 1"** means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

- 2.6 **"Alarm/Security Tester Grade 2"** means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The Employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

- 2.7 **"Alarm/Security Tester Grade 3"** means a person, or holder of industry recognised accreditation. which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

- 2.5 **"Communications Tradesperson - Special Class"** will mean a Radio Mechanic, Electrical



Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such **work** unsupervised where necessary and practicable: and
- (b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in clause 1.6.10(a), gained a sufficient comprehension of such complex or Intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

2.9 **"Electrical Fitter"** will mean an Employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition will include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.10 **"Electrical Fitter (Instrumentation and Process Control)"** means an Employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.11 **"Electrical Labourer"** will mean an Employee, not otherwise provided for in this Agreement, who is doing work necessary for electrical work.

2.12 **"Electrical Linesperson"** will mean an Employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an Employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.13 **"Electrical Linesperson - Live Line"** will mean an Electrical Linesperson as defined in this Agreement who is required to carry out "Live Line Work" as prescribed in the *Electricity Act 1994*.

Such Employee may perform "Live Line Work" while the Employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

- 2.14 **"Electrical Mechanic"** will mean an Employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It will include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts. and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.
- 2.15 **"Electrical Storeperson"** will include an Employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but will not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.
- 2.16 **"Electrical Tradesperson's Assistant"** will mean an Employee directly assisting a tradesperson.
- 2.17 **"Electronic Equipment Tester/Installer Grade 1"<sup>1</sup>** means an Employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.
- 2.18 **"Electronic Equipment Tester/Installer Grade 2"** means an Employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 will not undertake tasks requiring the skills of a tradesperson.
- 2.19 **"Electronic Serviceperson Grade 1"** means an adult Employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.
- 2.20 **"Electronic Serviceperson Grade 2"** means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

- 2.21 **"Electronic Serviceperson Grade 3"** means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and
- (b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience referred to in clause 1.6.26(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

- 2.22 **"Electronic Serviceperson Grade 4"** means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

- 2.23 **"Electronic Serviceperson Grade 5"** means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further year's on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

- 224 **"Electronics Tradesperson"** means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment
- (b) Work under minimum supervision and technical guidance.
- (c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

- 2.25 **"Fire-alarm Systems"** means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

- 2.26 **"Installation Inspector"** will mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

- (a) Possess a certificate of competency as an Electrical Mechanic
- (b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:
  - CT) AEL 223 - Electrical Installation Work.
  - (ii) AEL 226 - Electrical Practices and Responsibilities.
  - (iii) AEL 122 - Electrical Installation Testing.
- (C) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation

Inspector with an Electricity Authority in Queensland.

- 2.27 **"Instrument Tradesperson"** means a tradesperson who is mainly engaged in installing, (including the installing of interconnecting instrumentation wiring, not prohibited by the *Electricity Act 1994* or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed *an* apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months *on* the job experience as a tradesperson at instrument work

- 2.28 **"Instrument Tradesperson - Complex Systems"** means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

- (a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and
- (b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a) above.

- 2.29 **"Instrumentation and Controls Tradesperson"** means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:
- (b) Work under minimum supervision and technical guidance:
- (c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition,

2.30 **"Jointer"** will mean an Employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.31 **"Journeyman"** will mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

2.32 **"Lines Clearance Operator"** means an adult who is employed on the clearance of vegetation in the Vicinity of overhead power distribution lines.

2.33 **"Purchasing Clerk"** means an Employee who initiates orders for electrical materials. receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

2.34 **"Radio Mechanic"** will mean an Employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

2.35 **"Refrigeration Mechanic or Serviceperson Grade 1"** means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

2.36 **"Refrigeration Mechanic or Serviceperson Grade 2"** means a Refrigeration Mechanic or Serviceperson Grade J who has had not less than one year's experience as a tradesperson engaged on complex or intricate circuitry or both.

2.37 **"Refrigeration Mechanic or Serviceperson Grade 3"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years' experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the Employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems

under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade 111, the Employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the Employee to identify faulty modules.

- 2.38 **"Refrigeration Mechanic or Serviceperson Grade 4"** means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years' experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the Employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the Employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

- (a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;
- (b) Work under minimum supervision and technical guidance;
- (c) Provide technical guidance within the scope of the work described in this definition; and
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

- 2.39 **"Security Alarm Systems"** means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

- 2.40 **"Security/Alarm Technician"** means an adult who holds the UEE31420 Certificate III in Security Equipment or equivalent. A Security/Alarm Technician shall be paid at the equivalent rate of a Communications Tradesperson.

**"Television Antenna Installer/Erector"** means an adult Employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

- 2.41 **"Television/Radio/Electronic Equipment Serviceperson Grade I"** means an adult who has completed *an* appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on- the-job.

- 2A2 **"Television/Radio/Electronic Equipment Serviceperson Grade 2"** means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one year's experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.
- 2.43 **"Television/Radio/Electronic Equipment Serviceperson Grade 3"** means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years' experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.
- 2A4 **"Television/Radio/Electronic Equipment Serviceperson Grade 4"** means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment
  - (b) Working under minimum supervision and technical guidance.
  - (c) Providing technical guidance within the scope of the work described in the definition.
  - (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.
- 2.45 **"Television/Radio/Electronic Equipment Serviceperson Grade 5"** means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems. but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

- 2.46 **"Television Mechanic"** will mean an Employee who is mainly employed to assemble and/or



repair and/or service and/or test television receiving sets and/or parts.

2.47 **"Truck Attendant"** will mean an Employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

2.48 **"Trades Assistant"** is an employee at this level who performs manual functional support duties under routine supervision. The employee may work in one of a range of duties including labouring or assisting tradespersons or Asset Inspector assistant/Trainee. This Employee may possess additional vocational qualifications that assist the employer to more effectively complete work requirements. These qualifications may include:

- EWP,  
Bobcat,  
Inexperienced excavator  
operator, Inexperienced crane  
operator, JLG, and  
Dogman

### **3 SKILL STREAMS**

The Agreement provides a career path in 5 broad skill streams within the electrical/electronic industry:

#### 3.1 *Stream One - Electrical (Construction/Service Workshop)*

- (a) This includes all electrical work normally associated with the work of an Electrical Mechanic, Electrical Fitter, Electrician - Special Class and Electronic Tradesperson.
- (b) It includes electronic work to the extent that Electrician - Special Class and Electronic Tradesperson undertake electronic work as defined.

#### 3.2 *Stream 2 - Electronic Service*

- (a) This includes the work described in clause 1.6 within the definitions of:
  - (i) Electronic Equipment Tester/Installer;
  - (ii) Television Antenna Installer/Erector;
  - (iii) Alarm/Security Tester;
  - (iv) Electronics Serviceperson;
  - (v) Television/Radio/Electronic Serviceperson;
  - (vi) Alarm/Security Technician.
- (b) The Electronic Service Stream will cover all types of electronic work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:
  - (i) computers, peripherals and other electronic equipment;
  - (ii) fire alarms, Security Alarm Systems and surveillance systems;
  - (iii) communications equipment and radio/television/public address systems.

#### 3.3 *Stream 3 - Instrumentation*

This stream includes instrument and instrumentation work normally associated with the work of Instrument Tradespeople, Electrical/Instrument Tradespeople, Instrument Trades - Complex Systems and Instrumentation and Controls Tradespeople.

3.4 *Stream 4 - Refrigeration/Air Conditioning*

This stream includes work in or in connection with electrically operated refrigeration and air-conditioning, plant, equipment or systems.

3.5 *Stream 5 - Lines/Cable Work (Power Distribution)*

This stream includes all the work normally associated with the work of Linespersons and/or Cable Jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical distribution lines and systems.