

Watters Electrical Pty Ltd Enterprise Agreement

2024-2028

TABLE OF CONTENTS

1	Title & Application of Agreement.....	3
2	Date and Period of Operation.....	3
3	Relationship to NES.....	3
4	Definitions.....	3
1	Purpose of Agreement.....	5
2	Flexibility arrangements.....	5
3	Commitments.....	6
4	Types of employment.....	6
5	Remuneration.....	8
6	Hours of Work.....	8
7	Overtime.....	9
8	Breaks.....	10
9	Shiftwork.....	11
10	Allowances.....	13
11	Income Protection Insurance.....	16
12	Consultation.....	16
13	Discipline and Counselling Procedures.....	17
14	Redundancy.....	18
15	Termination of employment.....	19
16	Superannuation.....	20
17	Leave.....	20
18	Tools of Trade.....	24
19	Personal Protective Clothing.....	26
20	Dispute Resolution.....	26
21	Training.....	27
22	Apprentices.....	28
23	Company Vehicles.....	28
24	Endorsement of Agreement.....	29
	Appendix A – Wage Rates.....	31
	Appendix B – Allowance Rates.....	37
	Appendix C – Classifications.....	38
	Appendix D – Major Building and Construction Project Work.....	42
1	Scope and Application.....	42
2	Hours of Work.....	42
3	Inclement Weather.....	43
4	Crib Time on Construction Projects.....	45
5	Wages.....	45
6	Construction Wiring.....	45
7	Induction Procedures.....	46
8	Workers Safety Representative.....	46
9	Protective Clothing.....	47
10	Christmas Closedown.....	47
11	Site Allowance Procedure.....	47
12	Severance.....	48

INTRODUCTION

1 Title & Application of Agreement

- 1.1 This Agreement will be known as the **Watters Electrical Pty Ltd** and covers and applies to:
- (a) **Watters Electrical Pty Ltd** ** (ACN: 158 860 176 | ABN: 74 158 860 176) (the “**Employer**”).
 - (b) the Employees of the Employer in Victoria and, for Employees ordinarily based in Victoria, at any location at which the Employee is temporarily required to perform work outside Victoria in respect of work covered by the classifications in Appendix C (“the **Employee**”).
 - (c) the Employees of the Employer in Albury, New South Wales and, for Employees ordinarily based in Albury, New South Wales, at any location at which the Employee is temporarily required to work outside New South Wales in respect of work covered by the classifications in Appendix C (“the **Employee**”).

2 Date and Period of Operation

- 2.1 This Agreement will operate from the date 7 days after it is approved by the Fair Work Commission (the “**FWC**”) and shall have a nominal expiry life of 4 years.

3 Relationship to NES

- 3.1 This Agreement incorporates and is to operate in conjunction with the National Employment Standards (the “**NES**”). Subject to the *Fair Work Act 2009* (the “**FWA**”):
- (a) where this Agreement is more beneficial in a particular respect to an Employee, then this Agreement shall prevail to the extent of the inconsistency.
 - (b) where the NES is more beneficial in a particular respect to an Employee, then the NES shall prevail to the extent of the inconsistency.

4 Definitions

- 4.1 For the purposes of this Agreement, the following definitions apply:
- (a) **Afternoon shift** means any shift finishing after 6.00 pm and at or before mid-night.
 - (b) **All-purpose** means the payment will be included in the rate of pay of an Employee who is entitled to the allowance, when calculating any penalties or loadings including payments for overtime, payments while they are on all forms of paid leave, public holidays and pro rata payments on termination.
 - (c) **Classifications** means the classifications contained in Appendix C to this Agreement.
 - (d) **Continuous shiftworker** means a shiftworker on continuous work.
 - (e) **Continuous work** means work carried on with consecutive shifts throughout the twenty-four hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.
 - (f) **Employee** means all current and future Employees of the Employer in classifications under this Agreement, including Employees in apprenticeships/traineeships in roles/positions referred to in the Classifications.
 - (g) **Fair Work Act** means the *Fair Work Act 2009* (Cth) as in effect at any given time.
 - (h) **FWC** means Fair Work Commission.

- (i) **NES** means the National Employment Standards prescribed by the *Fair Work Act 2009* (Cth) (as in effect at any given time).
- (j) **Night shift** means any shift finishing subsequent to midnight and at or before 8.00 am.
- (k) **Occupational Health and Safety Act** means the *Occupational Health and Safety Act 2004* (Vic) (the "**OHS Act**") as in effect at any given time.
- (l) **Persons covered by this Agreement** means the Employer and the Employees.
- (m) **Party** or **Parties** means the Employer and the Employee(s).
- (n) **Rostered shift** means any shift of which the Employee concerned has had at least 48 hours' notice.
- (o) **Definition of Inclement Weather** Inclement weather will mean the existence of continuous rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust, extreme high temperature or rain affected work sites) by virtue of which it is either unsafe and/or unreasonable for Employees to continue working when exposed to this weather.
To clarify suitable working conditions please reference clause 3.4 of appendix D as a guide.
- (p) For the purpose of this agreement, "Prior Notice" means a period not less than 12 hours
- (q) For the purpose of this agreement, "Reasonable Notice" means a period of time that is negotiated and agreed upon by both parties, considering relevant factors to ensure fairness.

1 Purpose of Agreement

- 1.1 Subject to the terms of this Agreement, this Agreement replaces and operates to the exclusion of (to the full extent permitted by law) all other awards, collective agreements, and industrial instruments.
- 1.2 The rates, allowances and other monetary entitlements as prescribed in this Agreement are the minimum amounts to be paid by the Employer to the Employees. The Employer must pay every rate, allowance, and other monetary entitlements in this Agreement as and when they fall due.

2 Flexibility arrangements

- 2.1 To meet the genuine needs of the Employer and individual Employees, the parties may agree to vary the application of this Agreement in relation to the following terms of the Agreement:
 - (a) hours of work.
 - (b) overtime rates of pay.
 - (c) penalty rates of pay.
 - (d) allowances; and
 - (e) annual leave loading.
- 2.2 The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 2.3 The Employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment because of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 2.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.5 The Employer or Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

3 Commitments

3.1 Transfer of Labour

- (a) If a halt to productive work occurs which is not the fault or responsibility of the Employer, labour can be relocated to other unaffected areas to continue productive work or on other sites if work is available.

3.2 Flexibility and Productivity

- (a) All persons covered by this Agreement agree that this Agreement commits every Employee of the Employer to exercise the necessary flexibility, productivity improvements and broadness of approach as contained in this Agreement so that the Employer can remain competitive in the marketplace.
- (b) The Employer and Employees shall develop a consultative committee for the purposes of considering flexibility, productivity and business improvements. This may include changes to the EBA. For compliance 2/3rds of the committee approval is required for any proposed changes.

3.3 Workmanship and Quality

- (a) Employees appropriately qualified will sign all required documentation in accordance with the applicable statutes and regulations.
- (b) Employees are required to perform their functions and duties in accordance with the generally accepted principles of good quality and safe practices. Provided that all work performed shall be within the limits of the Employee's skill, training, classification, and competence. It is also a term and condition of employment that an Employee will:
 - (i) Properly use and maintain all appropriate protective clothing, tools and equipment provided by the Employer; and
 - (ii) Maintain a commitment to implement and observe the best agreed health and safety practices, quality procedures, site cleanliness and waste management practices; and
 - (iii) Provide and maintain an adequate kit of tools as stated in this Agreement; and
 - (iv) Sign all required documentation in accordance with the Employer's Quality Assurance program.

4 Types of employment

4.1 Nature of employment

An Employee may be engaged on a full-time, part-time, or casual basis. Any Employee not specifically engaged as a casual Employee or part-time Employee (as per below) shall be considered a full-time Employee. Employment should wherever possible be full time and ongoing.

4.2 Fixed Term Contract

- (a) A fixed term Employee is one engaged on an employment contract which has a nominated completion date and may be full-time, part-time, or casual.
- (b) A fixed term Employee shall not be entitled to notice of termination or redundancy payments upon reaching the nominated completion date.

4.3 Full-time employment

- (a) A full-time Employee is an Employee who is engaged to work an average of 38 ordinary hours per week.
- (b) A full-time Employee is expected to work reasonable additional hours from

time to time.

4.4 **Part-time employment**

- (a) A part-time Employee is an Employee who works on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.
- (b) **Hours**
 - (i) Before commencing as a part-time Employee, the Employee and the Employer must agree upon the ordinary hours to be worked by the Employee, the days upon which they will be worked and the starting and finishing times.
 - (ii) The terms of this agreement or any variation to it shall be in writing and retained by the Employer. A copy of the agreement and any variation to it shall be provided to the Employee by the Employer.
- (c) **Accrual of Entitlements**

All entitlements shall apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 38.
- (d) **Ordinary Spread of Hours of Work**
 - (i) The spread of hours in which ordinary hours of work can be worked by part-time Employees is equal to the starting and finishing time of permanent full-time Employees.
- (e) **Overtime**

A part-time Employee who is required by the Employer to work more than the hours agreed upon in accordance with clause 6.2 or outside the ordinary hours of work as defined in clause 6.4 shall be paid for such work in accordance with the overtime penalties.
- (f) **Public Holidays**

Where the part-time Employee's normal paid hours fall on a public holiday and work is not performed by the Employee, such Employee shall not lose pay for the day.

4.5 **Casual employment**

- (a) A casual Employee is one engaged and paid as such.
- (b) A casual Employee must be engaged for at least 2 consecutive hours of work on each occasion they are required to work. Where a casual Employee works less than 2 consecutive hours, they will be paid 2 hours at the applicable rate.
- (c) For each ordinary hour worked, a casual Employee must be paid:
 - (i) the minimum ordinary hourly rate of pay for the classification in which they are employed (set out in Appendix A of this Agreement); and
 - (ii) a loading of 25% of the minimum ordinary hourly rate of pay.
- (d) A casual Employee will have no entitlement to paid personal/carer's leave, payment for public holidays not worked or paid annual leave.
- (e) The casual loading is paid instead of paid annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (f) A Casual employee who has been engaged by the Employer on a regular and systematic basis has the right to elect to have their contract of employment converted to full-time or part-time employment (casual conversion). The Employer must not unreasonably refuse a casual conversion request.
- (g) The Employer shall advise Employees of their right to conversion from

casual to part-time or full-time employment within 4 weeks of being engaged by the Employer.

- (h) A casual Employee cannot claim for unpaid entitlements of a full-time or part-time Employee. However, if an Employee is found to have been misclassified as a casual Employee, the Employer can reduce any amount payable to the Employee for the relevant entitlements by an amount equal to the casual loading amount.

5 Remuneration

5.1 Payment of Wages

- (a) On approval of this Agreement, the wage rates in Appendix A will be paid to all Employees and shall form the ordinary hourly rates of pay for the rest of the Agreement.
- (b) Wage rates shall be paid weekly on a day nominated by the Employer. The Employer may change the pay day provided Employees are given at least 7 days' notice.
- (c) An Employee will reimburse the Employer for any overpayment of wages made to an Employee in error by the Employer.
- (d) If the Employer provides written notification of an overpayment to an Employee, the parties shall agree to a reasonable payback period in writing.
- (e) The wage rates in Appendix A includes and is in compensation for the following allowances normally due under the Electrical Award including the industry allowance, electrical licence allowance and the tool allowance.

6 Hours of Work

6.1 This clause 6 applies to Employees other than shiftworkers.

6.2 Ordinary Hours

- (a) The ordinary hours of work of full-time Employees shall be 38 hours per week.
- (b) Ordinary hours may be averaged over a period not exceeding 28 consecutive days.

6.3 Maximum daily hours

- (a) Ordinary hours of work shall not exceed 8 hours per day. By written agreement between the Employer and most Employees affected, ordinary hours not exceeding 12 on any day may be worked subject to:
 - (i) Proper health monitoring procedures being introduced.
 - (ii) Suitable roster arrangements being made; and
 - (iii) Proper supervision being provided.

6.4 If an employee is not scheduled for a minimum of 8 hours of work per day and no productive work is provided without prior notice from the employer, they should either be paid under standdown conditions, or the business can negotiate for the employee to take annual leave.

6.5 Span of Hours and Starting and Finishing Times

- (a) The ordinary hours of work can be worked any time between the span of 6.00 am to 6.00 pm Monday to Friday.
- (b) Starting and Finishing times for ordinary hours of work for each work group may be established by the Employer, within the span above, in accordance with its operational requirements.

6.6 Rostered Days Off (RDO)

- (a) The Employer will have the discretion to either introduce or terminate an RDO arrangement with Employees in accordance with the following.
- (b) Employees shall be required to work 8 hours per day with 0.4 hours of each day accruing towards a paid day off.
- (c) RDOs may be accumulated throughout the year but any banked RDOs must be taken, and the balance used, during the annual closedown period as directed by the Employer.
- (d) Employees are required to provide at least 2 weeks' notice or as negotiated of their intention to use an accrued RDO.

In addition to 6.5(d), the Employer may, at its sole discretion, require an Employee to use an accrued RDO if work is unavailable, provided reasonable notice is given to the Employee.

- (e) Employees on unpaid leave or on an RDO will not accrue any entitlement towards RDOs for any period they are absent from work without pay.
- (f) The Employer may at its complete discretion require or agree to cash out any accrued RDOs at ordinary time rates applicable at the time such RDOs are taken or where an Employee is terminated.
- (g) Where an Employee has not used all accumulated RDOs before the start of the planned annual shutdown, all remaining accrued RDOs will be taken during that time.
- (h) An Apprentice who attends technical college on an RDO will be granted another substitute RDO to be taken in the current or next work cycle.

7 Overtime

7.1 Payment for working overtime

- (a) For all work done outside ordinary hours, the rates of pay will be time and a half for the first 2 hours and double time thereafter.
- (b) In computing overtime each day's work will stand alone.
- (c) To avoid doubt, overtime provisions for shiftworkers are contained in clause 9.5.

7.2 Reasonable overtime

- (a) There is a requirement to work reasonable overtime. Subject to that requirement being met, it is not compulsory for an Employee to work overtime in a particular case.

7.3 Minimum payment (Planned Works)

- (a) An Employee (other than a shiftworker) required to work overtime on a RDO, Saturday, Sunday, or public holiday prescribed in this Agreement must be paid a minimum of 4 hours at the relevant penalty rate.
- (b) When an employee is asked to work overtime on an RDO, Saturday, Sunday, or public holiday for quoted planned works with an agreed duration of less than 4 hours, the employee will be paid only for the agreed duration unless the work exceeds the agreed time.

7.4 Sunday and public holiday work

For Employees other than shiftworkers, double time must be paid for work done on Sundays and double time and a half must be paid for work on any of the public holidays prescribed in this Agreement.

7.5 Call-back

- (a) An Employee re-called to work overtime after leaving the Employer's business premises or the jobs at which the Employee is engaged (whether notified before or after leaving) must be paid for a minimum of 2 hours' work at the appropriate rate for each time the Employee is so recalled.
- (b) This will not apply where it is customary for an Employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

7.6 Availability for duty

- (a) Should the role require, the Employee may be required to participate in the weekly rotating on-call work roster. On-call being defined as outside normal operating hours, during which the Employee must be fit for work and available to handle job-related activities and emergencies. During their rostered on-call period the employee will be responsible for remaining within a reasonable distance of their place of work and/or home so that they can provide the appropriate response. On-call employees will be paid an allowance in accordance with 7.6
- (b) (b) An employee who is on-call shall receive a weekly allowance, as specified in Appendix B 7.6, for 7 consecutive days of on-call duty. Alternatively, they may opt for a daily allowance of:
 - I. Monday to Friday - \$25.00 per day
 - II. Saturday & Sunday - \$42.50 per day
 - III. Public Holidays- \$50.00 per day
- (c) An Employee who receives the on-call allowance as specified in clause 7.6 and is subsequently called back to work shall be paid for a minimum of 2 hours at the appropriate overtime rate for the first call. For any subsequent call-out, the Employee shall be paid at a minimum of double time or as per clause 7.4 of this agreement. The time spent traveling from the Employee's home to the workplace and back is considered as time worked

8 Breaks

8.1 Meal breaks and rest breaks

- (a) An Employee, other than a continuous shiftworker, is entitled to an unpaid meal break of not less than 30 minutes.
- (b) A continuous shiftworker will be entitled to a paid meal break of 20 minutes per shift.
- (c) All Employees will be allowed a rest break of 15 minutes, between the time of commencing work and the usual meal break. This rest break will be counted as part of time worked.
- (d) The timing of meal breaks and rest breaks on any particular job may be discussed between the Employer and the majority of Employees concerned at a particular site and varied by agreement. Occupational health and safety considerations will always prevail.
- (e) An Employee shall not be compelled to work for more than 6 hours without a meal break. Where possible, the normal meal break should be as near as possible to the middle of the period of duty or shift.

- (f) If the Employer requires an Employee to work during the time set out in 8.1(a), the Employee will be paid at the rate of time and a half for the period worked.
- (g) An Employee (including a shiftworker) will be provided a minimum of 10 consecutive hours off duty between any day work and any overtime. If this rest period overlaps with the Employee's ordinary hours, the Employee shall be paid for those hours not worked at the ordinary rate of pay.
- (h) If the Employer directs an Employee (including a shiftworker) to resume or continue work without having had the 10 consecutive hours off work, the Employee must be paid at the relevant overtime rate until released from work for such a period.

9 Shiftwork

9.1 Ordinary hours of work – continuous shiftwork

- (a) The ordinary hours of continuous shiftworkers must average 38 hours per week and must not exceed 152 hours in 28 consecutive days.
- (b) Subject to the following conditions, continuous shiftworkers must work at such times as the Employer may require:
 - (i) A shift consisting of not more than eight hours, inclusive of the 20-minute paid meal break, provided that by mutual agreement between the Employer and an Employee or majority of Employees concerned, a shift can consist of up to 12 hours.
 - (ii) Except at the regular changeover of shifts an Employee must not be required to work more than one shift in each 24 hours.
 - (iii) 20 minutes must be allowed to continuous shiftworkers each shift for their paid meal break, which must be counted as time worked; and

9.2 Ordinary hours of work — other than continuous shiftwork

- (a) The weekly ordinary hours of work must be an average of 38 per week, to be worked in one of the following shift cycles.
 - (i) 38 hours within a period not exceeding seven consecutive calendar days; or
 - (ii) 76 hours within a period not exceeding 14 consecutive calendar days; or
 - (iii) 114 hours within a period not exceeding 21 consecutive calendar days; or
 - (iv) 152 hours within a period not exceeding 28 consecutive calendar days.
- (b) Subject to the following conditions, such shiftworkers must work at such times as the Employer may require:
 - (i) A shift must not exceed 8 hours of ordinary time work inclusive of the 20-minute paid meal break. Provided that by mutual agreement between the Employer and an Employee or majority of Employees concerned, a shift can consist of up to 12 hours.
 - (ii) Such ordinary hours must be worked continuously except for the 20-minute paid meal break at the discretion of the Employer.
 - (iii) Except at the regular change-over of shifts, an Employee must not be required to work more than one shift in each 24 hours.

9.3 **Rosters**

- (a) A shift roster must specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (b) The method of working shifts may in any case be varied by agreement between the Employer and a genuine and informed majority of the Employees.
- (c) The time of commencing and finishing shifts once determined may be varied by agreement between the Employer and a genuine and informed majority of the Employees.

9.4 **Shift allowances**

- (a) An employee who works an afternoon or night shift that does not extend for at least 5 consecutive afternoons or nights must be paid at time and a half for the first 2 hours and double time for any additional hours.
- (b) If an employee works an afternoon shift that extends beyond 5 consecutive shifts, they must be paid 15% more than their ordinary hourly rate for those shifts.
- (c) If an employee works a night shift that extends beyond 5 consecutive shifts, they must be paid 30% more than their ordinary hourly rate for those shifts.

9.5 **Rate for working Saturday, Sunday, and Public Holiday Shifts**

- (a) The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on Saturday is time and a half. The extra rate is in substitution for and not cumulative upon the shift allowances prescribed in clause 9.3.
- (b) The rate at which continuous shiftworkers are to be paid for work on a rostered shift, the major portion of which is performed on a Sunday or public holiday, is double time.
- (c) The rate at which shiftworkers on other than continuous work is to be paid for all time worked on a Sunday or public holiday is as follows:
 - (i) Sunday—double time.
 - (ii) Public holidays—double time and a half.
- (d) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the Employee to the Sunday or public holiday rate for the shift. However, the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.
- (e) Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift.
- (f) The extra rates in this subclause are in substitution for (where greater) and not cumulative on the shift premiums in clause 9.3.

9.6 Overtime on shiftwork

- (a) Subject to clause 9.5(b), for all time worked more than or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift, a shiftworker must be paid:
 - (i) if employed on continuous shift work – at the rate of double time; or
 - (ii) if employed on other than continuous shift work – at the rate of time and a half for the first 2 hours and double time thereafter.
- (b) Clause 9.5(a) does not apply in each case where time is worked:
 - (i) by arrangement between the Employees themselves.
 - (ii) for the purpose of effecting usual rotation on shifts; or
 - (iii) on a shift to which an Employee is transferred on short notice as an alternative to standing the Employee down in circumstances where the Employer is entitled to deduct payment in accordance with the Act.

10 Allowances

10.1 For all allowances

- (a) The employer will cover the cost of internal and agreed training and be captured on a training agreement.
- (b) The employee will be responsible for the cost of the license / registration, which is covered by an allowance.

10.2 Communications Cabler Registration Allowance

An Employee who is required by the Employer to hold and utilise a current communications cabling registration in the course of their employment will be paid an all-purpose allowance as specified in Appendix B, but only in respect of the week for which the Employee is engaged in duties for which registration is required.

10.3 Accredited Solar & Battery Installers Allowance

- (a) An Employee who holds the necessary certification and accreditation for solar installation work will be paid a weekly allowance as specified in Appendix B, but only where that Employee has worked a minimum of 24 hours in the Employer's renewables division for that week. (Solar Farm projects are exempt of this clause).
- (b) Apprentices working in the renewables department and meet the requirements of clause 10.3(a) (with the exception of accreditation) will be paid a weekly allowance in accordance with Appendix B.

10.4 Living Away from Home Allowance

- (a) It is not compulsory for Employees to work at a location where they will temporarily be required to live away from home.
- (b) Where an Employee is sent other than at his or her own election to work at a location where they will temporarily be required to live away from home, the Employer may elect to:
 - (i) Provide the Employee with an agreed fair and reasonable standard of accommodation in a well-kept establishment with three adequate meals each day; or

(ii) Pay the Employee an allowance as specified below per day that the Employee is required to work while temporarily living away from home, but such allowance shall not be wages. In the case of broken parts of the week occurring, the Allowance as specified in the table below per day. Provided that this allowance will be increased if the Employee satisfies the Employer that he reasonably incurred a greater outlay than that prescribed.

The breakdown of the LAFHA is:

Allowance

Meals	\$ 90.00 per day
Accommodation	\$125.00 per day
Total Daily	\$215.00
Total Weekly	\$1075.00

(c) Provided that where an Employee is requested to work at a location where they will be temporarily required to live away from home and where reasonable board and lodging is not available or where the size of the workforce is more than the available accommodation, agreed alternative arrangements will be made.

10.5 Fares, Travel and Tolls Allowance

(a) General conditions

- (i) **Commencing on job**—an Employee required to work at a job away from their workshop or depot must, at the direction of the Employer, present themselves for work at such job at the usual time of starting work.
- (ii) **Location of workshop or depot**—on commencement of employment, the Employer must notify the Employee of the location of the Employer’s workshop or depot and such location will be recorded in the Employee’s contract. The workshop or depot must not be changed unless genuinely agreed without undue pressure by the Employer and relevant Employee.
- (iii) A workshop or depot shall mean any office, workshop, or depot of the Employer at which the Employer conducts business, including branch and site offices.

(b) Travel time allowance

(i) All Employees shall be paid a travel time allowance per day (as per Appendix B) for each day on which they present themselves for work. The allowance is to be paid for rostered days off and in the case of Apprentices, the days on which they attend trade school, but not payable for either sick leave, annual leave, or public holidays. As it is an allowance received during ordinary time, it should also be included in calculations for superannuation contributions.

(c) Start and/or finish on job

When an employee is requested to start and/or finish work at a job site outside of their local depot area, and completes 8 hours on site, the travel time will be calculated from either their designated depot or the employee’s home, whichever is closer to the job site. They will be entitled to the following allowance:

(i) **Travelling time:** the Employee shall receive their regular hourly rate for travelling time either to start work on the job site & or after ceasing work on the job site. The rate will be:

- (A) Ordinary time Monday to Friday.
- (B) Time & Half on Saturday.
- (C) Double time on Sunday and Public holidays.
- (ii) An employee will also be compensated for travelling time when required to travel outside of their normal working hours to load, pick up, or return materials from the job site to the workshop or depot.
- (d) **Tolls Reimbursement**
 - (i) Where an Employee incurs any toll / parking or similar fee during travel at the Employer's direction during working hours, that amount will be reimbursed by the Employer. The Employee will first be required to provide an itemised account before the Employer reimburses this.

10.6 **Leading Hand Allowance**

An Employee specifically appointed to be a Leading hand and in charge of Employees or performing such duties at the request of the Employer, must be paid the allowance specified in Appendix B, as a minimum, in accordance with the number of Employees in their charge.

10.7 **Meal allowance**

If an employee is required to work overtime for more than two hours without prior notice (given on the previous day or earlier, if reasonably practicable), the employer must either provide a meal or pay the amount specified in Appendix B for the first meal and any subsequent meals.

10.8 **Compensation for Loss of Employee Tools**

- (a) The Employer will replace all Employee tools stolen or lost while stored at the Employer's direction in a room, building, premises, job, workshop, or secured Employer vehicle or in a lockup, up to a value of \$1,600.00.
- (b) Where evidence is provided by the Employee that they have suffered a greater loss, the Employer may pay an additional amount as mutually agreed.

10.9 **Phone Allowance**

Where a full-time Employee (excluding apprentices) are asked to use their personal phone for work purposes on a permanent basis, the Employee will be entitled to a phone allowance in accordance with Appendix B.

10.10 **Security System Installers allowance**

An Employee who is required by the Employer to hold and utilise a current Security installers Licence/ registration in the course of their employment will be paid an all-purpose allowance as specified in Appendix B, but only in respect of the week for which the Employee is engaged in duties for which registration is required.

For Example: on completion and handover of a Telcom, Gallagher or Inner Range Security system.

10.11 **Hazardous & Intrinsic Safe Areas Allowance**

An Employee who is required by the Employer to hold and utilise a Nationally recognised certification in the course of their employment will be paid an allowance as specified in Appendix B, but only in respect of the week for which the Employee is engaged in duties for which certification is required.

11 Income Protection Insurance

- 11.1 The Employer shall provide Income Protection Insurance. It is agreed that the Income Protection Insurance payment will be collected and administered by the "Protect" Severance Scheme at the same time as severance payments are made. The Income Protection Insurance payments will be paid for the Full-time & Part-time Employees and will be paid for all periods of authorised absence and cannot be on a pro-rata basis.
- 11.2 It is agreed the Income Protection Insurance payments are paid monthly by the 14th day of each month. It is agreed that if the Employer has not made a valid or current insurance payment to "Protect", the Employer shall be liable for any loss of earnings or benefits that would have otherwise been given to the Employee.
- 11.3 The Income Protection Insurance payments and cover is as follows:

	From date of operation of agreement
Tradesperson's rate	\$38.50 per week
For Cover	\$1,800.00
Apprentice rate	\$22.95 per week
For Cover	\$1000.00

* These rates are inclusive of GST and stamp duty

12 Consultation

- 12.1 This clause applies if the changes below are likely to have a significant impact on Employees of the Employer:
- (i) the Employer has made a definite decision to introduce a major change to production.
 - (ii) the Employer proposes to introduce a change to the regular roster or ordinary hours of work for Employees.
- 12.2 The Employer must notify Employees who may be affected by the decision (relevant Employees) to introduce the major change.
- 12.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If the relevant Employees appoint a representative for the purposes of consultation and advise the Employer of the identity of the representative, then the Employer must recognise the representative.
- 12.4 As soon as possible after making its decision, the Employer must discuss with the relevant Employees:
- (i) the introduction of the proposed change.
 - (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(s) of the change on relevant Employees.

- 12.5 For the discussions under this clause, the Employer must provide in writing to the relevant Employees:
- (i) all relevant information about the change including the nature of the proposed change.
 - (ii) information about the expected effects of the change on the relevant Employees; and
 - (iii) any other matters likely to affect the Employees.
- 12.6 Clauses 12.4 and 12.5 do not require the Employer to discuss confidential or commercially sensitive information to the relevant Employees.
- 12.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 12.8 **Significant effects**, on Employees, for the purpose of this clause includes any of the following:
- (i) termination of employment; or
 - (ii) major changes to the composition, operation, or size of the Company's workforce or to the skills required of Employees; or
 - (iii) the elimination or reduction of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs/work.
- 12.9 In this clause, relevant Employees means Employees who may be affected by the major change.
- 12.10 Where the Employer proposes to change an Employee's regular roster or ordinary working hours (except where an Employee has irregular working hours), the Employer must:
- (i) consult with the affected Employee(s) and their representatives (if any) about the proposed change.
 - (ii) provide the affected Employee(s) and representatives (if any) with information about the proposed change.
 - (iii) invite the affected Employee(s) and representatives (if any) to provide their views about the proposed change (including any impact to family responsibilities); and
 - (iv) consider the views of the affected Employee(s) and their representatives (if any).

13 Discipline and Counselling Procedures

- 13.1 The purpose of Counselling and Disciplinary Procedures is to:
- (a) Ensure all Employees are aware of the behaviours and standards expected of them at work.
 - (b) Inform Employees where they are not meeting the behaviours and standards expected of them, and the results of not complying.
 - (c) Provide Employees with the opportunity and support to meet workplace behaviours and standards.

- 13.2 The Employer will ensure to conduct any disciplinary or counselling process in accordance with the principles of procedural fairness and natural justice, in line with the Employer's Discipline and Counselling Policy which may be amended from time to time.

14 Redundancy

14.1 Definition of Redundancy

- (a) Redundancy shall apply where:
- (i) The Employer has made a definite decision that the Employer no longer wishes the job an Employee has been doing done by anyone and that decision leads to the termination of employment of the said Employee; or
 - (ii) Because of the bankruptcy or insolvency of the Employer.

14.2 Alternative employment for a redundant Employee

An Employee will not be entitled to redundancy pay under the general redundancy pay prescriptions if the Employer obtains acceptable alternative employment for the Employee.

14.3 Employee leaving during the notice period

An Employee whose employment is terminated except for malingering, inefficiency, neglect of duty, misconduct or refusing duty, may terminate the employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice. Provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

14.4 Exemption from redundancy clause

- (a) This clause shall not apply:
- (i) where termination of employment is a consequence of malingering, inefficiency, neglect of duty, misconduct or refusing duty, viz. conduct that justifies summary dismissal.
 - (ii) to Employees employed on a casual basis, provided that the Employer shall not employ a casual worker for the purpose of avoiding redundancy pay.
 - (iii) to Employees engaged for a specific period of time for a specific task or tasks.
 - (iv) to transferring Employees under the transfer of business provisions of the FWA.

14.5 Redundancy Pay

- (a) In addition to the period of notice prescribed for ordinary termination, an Employee whose employment is terminated by reason of redundancy, shall be entitled to the following amount of redundancy pay in respect of a continuous period of service, subject to the operation of clause 14.5(d):

Period of continuous service	Severance pays
1 year	4 weeks' pay
2 years	6 weeks' pay
3 years	7 weeks' pay
4 years	8 weeks' pay
5 years	10 weeks' pay
6 years	11 weeks' pay
7 years	13 weeks' pay
8 years	14 weeks' pay
9 years	16 weeks' pay
10 years and over	12 weeks' pay

- (b) Provided that where an Employee who is terminated receives a benefit from a severance pay scheme, he or she shall only receive the difference between the redundancy pay specified above and the amount of the severance benefit he or she receives which is attributable to the Employer's contributions. If the severance benefit is greater than the amount under clause 14.5(a) hereof then the Employee shall receive no payment under that subclause.
- (c) Week's **pay** means the gross weekly ordinary all-purpose rate of pay, as defined, at the date of termination.
- (d) Provided that an Employee shall be entitled to a pro rata payment at the base rate of pay for any period of continuous service which is less than a year.

15 Termination of employment

15.1 Notice

- (a) Subject to clause 15.2, to terminate the employment of a full time or part time Employee (other than an apprentice, upon the expiration of the relevant training) the Employer shall give to the Employee the period of notice specified in the table below or make payment in lieu thereof.

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

In addition to this notice, Employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, are entitled to an additional week's notice.

- (b) Where an Employee is paid under the RDO system and has accrued a credit towards an RDO, such credit shall be considered in calculating wages due on termination.
- (c) Where notice has been given an Employee shall continue in employment until such notice expires.
- (d) Upon termination of employment, wages that are due to an Employee shall be paid on the day of such termination.
- (e) The Employee shall terminate employment at a week's notice, at any time during the week, or by payment, or forfeiture, of a week's wages for ordinary time worked.
- (f) If the Employee fails to give notice the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

15.2 Termination without notice

The Employer may terminate an employee's employment without notice if the Employee engages in serious misconduct.

16 Superannuation

16.1 Superannuation contributions

- (a) The Employer will pay superannuation contributions in respect of an Employee's ordinary time earnings into a complying Superannuation Fund nominated by the Employee in accordance with Superannuation Guarantee Legislation.
- (b) Watters Electrical offers salary sacrifice superannuation contribution arrangements to its employees, allowing them to benefit from salary sacrifice.
- (c) Should an Employee fail to nominate a Fund, the Cbus Industry Superannuation Fund will be used as the default Fund under this Agreement.
- (d) The superannuation contribution rate shall be 11.5% of ordinary time earnings or as required by the relevant Superannuation Guarantee Legislation (as amended).
- (e) Employees are also entitled to superannuation contributions for any period taken as paid leave but not for any period of leave without pay, including for periods of WorkCover and/or Income Protection leave.

17 Leave

17.1 Annual Leave

- (a) Full-time Employees will be entitled to 4 weeks of annual leave each year, accrued gradually as time is worked. Shiftworkers will be entitled to an additional 1 week of annual leave as set out in the NES.
- (b) For the additional 1 week of annual leave provided for in the NES, a shiftworker is a 7-day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (c) Part-time Employees shall accrue annual leave on a pro rata basis.
- (d) Annual leave will be paid at the ordinary hourly rate of pay under this Agreement, at the time the Employee takes annual leave, and this excludes overtime, shift loadings, weekend penalty rates, special rates, travel and fares and expense reimbursements.
- (e) When an Employee takes a period of annual leave, the Employee will be paid an annual leave loading of 17.5%.
- (f) The annual leave loading prescribed will also apply to accrued and outstanding leave on termination, except where an Employee is summarily dismissed by reason of malingering, inefficiency, neglect of duty, misconduct or refusing duty.
- (g) Annual leave shall be taken at a time which is approved by the Employer as being convenient having regard to overall operational and manning requirements of the Employer. Employees shall be required to provide at least 4 weeks' notice of a request to take annual leave unless otherwise agreed by the Employer and Employee.
- (h) An Employee may take annual leave in advance of completing 12 months service provided the taken amount doesn't exceed the Employee's pro rata accrued entitlement. On termination, any amount taken in advance which has not accrued and is outstanding may be withheld from any owed wages.
- (i) On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Employee.
- (j) Where an Employee has more than 8 weeks annual leave accrued, or 10 weeks annual leave for shiftworkers, the Employer may direct the Employee to take annual leave. Any direction under this subclause:
 - (A) shall not result in the Employee having less than 6 weeks annual leave when taking into account any other annual leave arrangements.

- (B) must not require the Employee to take any period of annual leave of less than 1 week.
 - (C) must be given at least 8 weeks (and not more than 12 months) prior to the taking of the annual leave; and
 - (D) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (k) The Employer may direct an Employee to take any accrued annual leave during the Employer's annual close-down. The type of leave (RDO or annual leave) to be taken for the Christmas/New Year period will be negotiated. The Employer must provide at least 2 months' written notice of the close-down or a shorter period if agreed upon by the Employer and the majority of affected Employees.
- (l) Annual leave may be cashed out by agreement between the Employer and Employee, subject to the following:
- (A) the agreement must be in writing and signed by the Employer and Employee (if the Employee is less than 18 years of age, the agreement must be signed by a parent or guardian).
 - (B) the date for payment is to be made must be specified in the agreement.
 - (C) the payment must not result in the Employee having a remaining balance of less than 4 weeks.
 - (D) the maximum amount of accrued paid annual leave that may be cashed out in any 12-month period is 2 weeks; and
 - (E) the Employer must keep a copy of any agreement.
- (m) must not be inconsistent with any leave arrangement agreed by the Employer and Employee

17.2 Personal/Carer's Leave

- (a) An Employee, other than a casual Employee, shall be entitled to 10 paid personal/carer's leave days each year. An Employee will be entitled to take paid personal/carer's leave days up to the total accrued by an employee year to year and will not be limited to 10 days each year.
- (b) Payment for personal/carer's leave is conditional upon the Employee:
- (A) informing the Employer as soon as possible of their inability to attend work, the nature of the illness or injury and the estimated duration of absence; and
 - (B) providing a medical certificate or other suitable evidence to the Employer for any absence due to illness, only in the case of the following:
 - 2 consecutive sick days or.
 - the day immediately before or after a Public Holiday or weekend.
 - For each additional day after taking more than 5 individual sick days within a six-month period for which you did not provide evidence.
- (c) If an Employee is absent from work other than on approved personal/carer's leave and does not provide the above evidence, then that Employee will be deemed to have been absent from work without authorisation and will not be paid for any hours not worked.
- (d) An Employee is not entitled to be paid personal/carer's leave while in receipt of worker's compensation or income protection payments.

- (e) An Employee is entitled to use paid personal/carer's leave accruals as carer's leave to provide care and support for/to a member of their immediate family or household who requires special care because of:
 - (A) a personal illness or injury of the family member; or
 - (B) an unexpected emergency affecting the family member.
- (f) An Employee is entitled to a further 2 days unpaid carer's leave on each occasion where care is required beyond the maximum paid carer's leave. To qualify for unpaid carer's, leave the Employee must have already used all of their paid carer's leave entitlements and satisfy any requirements of the Fair Work Act.
- (g) To qualify for paid carer's leave, the Employee must provide:
 - (A) a medical certificate or other reasonable evidence stating that there is an illness or injury and the requirement for care or support; or
 - (B) a statutory declaration stating the nature of the emergency and the requirement for care or support, in the case of an emergency.

17.3 **Community Service Leave**

- (a) Community service leave is as defined in the FWA.
- (b) **Payment for Jury Service**

An Employee required to attend for jury service during ordinary working hours shall be reimbursed by the Employer an amount, equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service. This will apply for the duration of the jury service.

17.4 **Compassionate Leave**

- (a) An Employee is entitled to 2 days of compassionate leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.

(permissible occasions).
- (b) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) 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 above; or
 - (ii) after the death of the member of the Employee's immediate family or household referred to above.

- (c) An Employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 2-day period; or
 - (ii) 2 separate periods of 1-day each; or
 - (iii) any separate periods to which the Employee and the Employer agree.
- (d) 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.
- (e) If an Employee other than a casual Employee, takes a period of compassionate leave, the Employer must pay the Employee at the Employee's all-purpose rate for the Employee's ordinary hours of work in the period.
- (f) For casual Employees, compassionate leave is unpaid.
- (g) The Employee shall give notice of such leave as soon as possible, and if required, give appropriate proof of the reason for taking such leave.

17.5 Immediate Family or Household

- (a) The entitlement to compassionate and carer's leave is subject to the person being either a member of the Employee's household or a member of the Employee's immediately family.
- (b) Immediate family is defined as:
 - (i) spouse (including a former spouse, a de facto spouse, and a former de facto spouse) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and person are of the same-sex or not); and
 - (ii) child (including an adopted child, a stepchild, or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the Employee or spouse of the Employee.

17.6 Family and Domestic Violence Leave

- (a) Family and Domestic Violence leave shall be provided in accordance with the NES.
- (b) All Employees, including casual Employees, are entitled to 10 paid Family and Domestic Violence Leave days every year on their employment anniversary commencement date.
- (c) This leave cannot be cashed out, isn't paid out on termination, and does not carry over from year to year.

17.7 Parental Leave

Parental Leave shall be provided in accordance with the NES.

17.8 Long Service Leave

- (a) Long Service Leave shall be in accordance with and provided by LeavePlus (formerly CoINVEST).

17.9 Emergency Services Leave

- (a) An Employee who engages in a voluntary emergency management activity is entitled to be absent without loss of pay from his or her employment for a total of 2 days per annum commencing at the start of each calendar year. For the avoidance of doubt, any days not utilised by the Employee by the end of the calendar year, do not carry over into the subsequent year.
- (b) Voluntary emergency management activity has the meaning provided by the FWA.

17.10 Public Holidays

- (a) Full-time and part-time Employees shall be entitled to payment for public holidays gazetted by the Victorian government for Shepparton and Wangaratta based Employees and the New South Wales government for Albury based Employees provided that the public holiday falls on a day that the Employee would have worked if not for the public holiday.
- (b) Albury Cup is classified as a Full Day Public Holiday
- (c) Employees who are instructed to work on a public holiday in any other state regardless of what state that employees Home Depot is located, will be entitled to Public Holiday rates.
- (d) Part-time Employees shall only be entitled to payment for public holidays they are normally rostered to work.
- (e) Casual Employees shall have no entitlement to payment for public holidays they do not work.
- (f) The Employer and the individual Employee may agree to substitute a day (or part-day) for another day (or part-day) that would otherwise be a public holiday.

18 Tools of Trade

18.1 Employee Tools

All Employees shall present themselves for work with the following tools and shall maintain them in a safe and serviceable condition. The parties to this Agreement may review this list during the life of this Agreement and vary it by agreement for all, or groups of Employees or for individual Employees.
Note: This is a guide and is not applicable to all staff who work under this agreement.

Apprentices on commencement of employment will be offered up to \$1500 Interest free loan from the company that is to be paid back within the first 12 months via payroll deduction. This will be issued via a purchase order to a local tool supplier.
It is expected that this money is to be spent on the **Highlighted** below listed tools.

- (a) Insulated pliers
- (b) Insulated long nose pliers
- (c) Voltage tester/test lamps
- (d) Insulated side cutters
- (e) Full set of various types and sizes of screwdrivers including:
 - 4x sizes of Flat blade type – 1 to be insulated
 - 3x sizes of Phillips head type – 1 to be insulated
 - 1x Terminal driver – insulated
 - 2x Stubbie drivers – Flat blade and Phillips head
- (f) Claw hammer
- (g) Socket set – to include metric and imperial type sockets

- (h) Spanner set – to include metric and imperial type size spanners
- (i) Allen key set – to include metric and imperial types
- (j) Drill bits – complete metric set – to be replaced by the Employer on a fair wear and tear basis
- (k) Hole saws – complete metric set – to be replaced by the Employer on a fair wear and tear basis
- (l) Tin snips – LH and RH
- (m) Shifters - 4°, 6P and 8" at least
- (n) 150mm Spirit level
- (o) Cable stripping tool
- (p) Knife non-retractable Site Specific
- (q) Variable set square
- (r) Keyhole saw or plaster saw
- (s) Multigrips
- (t) Vice grips
- (u) Cable cutters
- (v) Small battery-operated torch
- (w) Cold chisel
- (x) Wood chisel
- (y) Hacksaw
- (z) Crimping tool
- (aa) For insulated lugs up to 6mm²
- (bb) For uninsulated lugs up to 6mm² or 10mm²
- (cc) For pin type
- (dd) Pop rivet gun
- (ee) 8-meter tape measure
- (ff) Centre punch
- (gg) Conduit cutters
- (hh) Files
- (ii) Half round
- (jj) Flat
- (kk) Round 10mm type
- (ll) String line or chalk type
- (mm) Plum bob with string
- (nn) Soldering iron
- (oo) Volt stick
- (pp) Insulation tester
- (qq) Tong testers
- (rr) Multi meter
- (ss) Battery drill – with battery and charger
- (tt) Other Battery-operated tools such as Grinder, Reciprocating Saw, Circular Saw, Impact driver, Hammer Drill.
- (uu) Toolbox or equivalent carry all

The Employer is responsible under this clause for the provision of all other specialised tools and equipment or consumable equipment including the following:

- (a) All Power tools
- (b) Specialised crimping and termination tools
- (c) Consumables: hacksaw blades, drill bits, knife blades
- (d) Battery operated tools (other than as specified above)
- (e) Specialised communications connection and test equipment.
- (f) Specialised testing equipment (other than specified above)

19 Personal Protective Clothing

19.1 On commencement of employment with the Employer each Employee will be issued with the following:

- Three Hi-vis shirts, two blue Watters T-shirts
- Two pairs of supplied pants or alternatively, the Employee will be issued with a purchase order to the value of \$140 purchase their own pants.
- • A pair of approved safety boots valued at \$150.00, issued by voucher or purchase order.
- One jacket & or One Hi-vis jumper or agreed equivalent (May to October).
- Any other PPE deemed necessary for the safe conduct of work. Including but not limited to Wet weather clothing, Gum Boots, task specific gloves, respiratory protection, Skin protective sunscreen (minimum 30+ rating).
- Employees who wear prescription glasses will be entitled to be re-imbursed for the cost of prescription safety glasses up to the value of \$200 in any given 12 Month period.

19.2 The abovementioned equipment/clothing will be maintained by the Employee and replaced by the Employer on a fair wear and tear basis but not more than once every 12 months or at the discretion of the Supervisor/Service Manager when wear and tear due to working conditions has warranted replacement.

20 Dispute Resolution

20.1 General

- (a) If a dispute relates to a matter arising under this Agreement, the NES, and any other employment matters, the procedures in this clause will be followed.
- (b) Both the Employer and Employee, at any stage of the dispute settlement process, may appoint or nominate any other person, association, or organisation to accompany or represent them.
- (c) The Parties agree to adhere to the procedures set out in this clause to achieve the prompt resolution of disputes.
- (d) **Internal Resolution Process**
 - (i) in the event of an Employee having a dispute, the Employee will in the first instance attempt to resolve the matter with their immediate supervisor who will respond to such a request as soon as possible. Where the dispute concerns alleged actions of that supervisor, the Employee may bypass this level of the procedure.
 - (ii) if the dispute isn't resolved under clause 20.1(d)(i), the Employee, the Employee's nominated representative may refer the matter to the relevant manager/next level of management for discussion.

- (iii) If the dispute is still unresolved after the discussions in clauses 20.1(d)(i) and (ii) the Employee or their nominated representative can refer the dispute directly to the Employer's director.
- (e) **Referral to Fair Work Commission**
 - (i) all steps in clause 20.1 above must be taken before this referral may occur.
 - (ii) if the dispute remains unresolved after the parties to the dispute have genuinely attempted to reach a resolution in accordance with clause 20.1, party to the dispute may refer the matter to the Fair Work Commission for conciliation.
 - (iii) in conducting the conciliation, the Fair Work Commission is empowered to take such action as is appropriate to assist the parties to resolve the matter at conciliation.
 - (iv) where the parties to a dispute are unable to reach agreement, the Fair Work Commission may make recommendations about the issues in dispute.
 - (v) Within 3 working days of the Fair Work Commission making such recommendations, the parties to a dispute are to inform the Fair Work Commission whether they intend to comply with the commendations.
 - (vi) Where either party to the dispute has either failed to inform the Fair Work Commission that they intend to comply with the recommendations within 3 working days or has advised the Fair Work Commission that they do not intend to comply with the recommendations, the Fair Work Commission will at the request of either party to the dispute list the matter for arbitration.
- (f) **Arbitration by the Fair Work Commission**
 - (i) in arbitrating this matter, the Fair Work Commission will give the parties an opportunity to be heard on the matter(s) in dispute.
 - (ii) in making its decision, the Fair Work Commission will have regard to the materials, including witness statements, evidence and submissions put before it at the hearing and will disregard any admissions, concessions, offers, or claims.

21 Training

- 21.1 The Employer will pay for reasonable costs of an employee undertaking training or further education subject to clauses 21.2 to 21.5 below.
- 21.2 Employees who have been upskilled via paid training by the Employer and then elect to cease their employment to utilise those skills with another employer may be directed to pay all or a portion of the training costs back to the Employer.
- 21.3 Employees may be directed by the Employer to attend training or further education during ordinary working hours and/or outside of ordinary working hours and/or in addition to their ordinary working hours. Such training or further education is to be paid at ordinary time rates only, not overtime.
- 21.4 Where the Employer directs Employees to attend training or further education, Employees will attend such training or further education either during ordinary working hours and/or in addition to their 38 ordinary hour week.
- 21.5 Where the Employer does not direct an Employee to attend training or further education, the Employer will have the sole discretion to pay for an employee's attendance at such training or further education.

- 21.6 For most situations, employees will be given adequate time during working hours to complete localised inductions. However, in certain circumstances, employees may be directed to undertake training or induction outside of their working hours.

22 Apprentices

- 22.1 Employees engaged on apprenticeships are engaged as fixed-term Employees for the duration of those apprenticeships. During that time, they are entitled to all the benefits of full-time employment.
- 22.2 Notwithstanding anything else in this Agreement, should the apprenticeship and/or training contract be cancelled, either by expiry or for any other reason, the employment will also be terminated.
- 22.3 Training for the apprentice shall be in accordance with the Employee's applicable apprentice training schedule.
- 22.4 Apprentices attending technical colleges, schools, registered training organisations or TAFE and presenting reports of satisfactory progress must be reimbursed by the Employer for all enrolment fees, cost of prescribed textbooks or other materials, paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a Federal or State government. Such reimbursement shall take place at the end of the calendar year upon successful completion of training modules and e-profiling.
- 22.5 Where an apprentice absents themselves from work on unauthorised leave, the period of the apprenticeship shall be extended by the period of the unauthorised leave. In calculating the extra time to be so served, the apprentice will be credited with time which the apprentice has worked during the relevant year that was more than their ordinary hours.

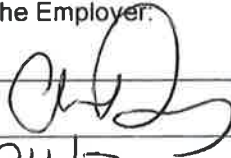

23 Company Vehicles

- 23.1 It is an express condition of employment by the Employer that all Employees hold and/or maintain a current Australian Driver's License. The Employer, at its discretion, may terminate the employment of an Employee who does not hold, or who loses or fails to maintain a current Australian Driver's Licence where such an Employee is required as part of their duties to do so.
- 23.2 A copy of each Employee's current Australian Driver's Licence must be forwarded by the individual Employee to the Employer on a six-monthly basis, or as otherwise requested.
- 23.3 An Employer vehicle (where applicable) may be provided for use during the performance of duties on behalf of the Employer. Due to Australian Taxation Office requirements this Employer vehicle is not permitted to be used for private purposes, other than driving to and from the first and last call of each day.
- 23.4 Employees are not to drive Employer vehicles when they are unlicensed or when they are under the influence of alcohol or other drugs. Employees will be subject to immediate dismissal should this occur.
- 23.5 A fuel card or fob may be supplied for purchases for fuel and oil for Employer vehicles only.
- 23.6 No alterations or modifications are to be made to the Employer vehicle without the express permission of the Employer.
- 23.7 The Employer vehicle is to be kept clean and serviced. Maintenance is to be carried out in accordance with the logbook or as recommended by the selling dealer during the warranty period or the garage nominated by the Employer.

- 23.8 It is the Employee's responsibility to operate and park the Employer vehicle in a legal manner. The Employee will be responsible for the payment of any traffic and or parking infringements incurred.
- 23.9 If an Employer vehicle is involved in an infringement whereby the Employee is not identified (e.g., speed or red-light camera), it will be referred to the Employee to whom the Employer vehicle is assigned. For this reason, no other person should be permitted to drive the Employer vehicle. In the unavoidable event that another person is required to drive the Employer vehicle, such use should be noted and is the responsibility of the individual to whom the Employer vehicle is assigned.
- 23.10 No person other than an Employee of the Employer shall be permitted to drive the Employer vehicle, without the express permission of the Employer.
- 23.11 Where an Employer vehicle is involved in an accident and the Employee is proven to be at fault, that Employee will be responsible for 25% of the payment of any non-recoverable insurance excess payments. Current excess on a vehicle claim is \$5,000.00.
- 23.12 The Employer reserves the right to install GPS tracking devices and dash cams to the following Employer owned property including but not limited to, Vehicles, Plant and or equipment and tools. Employees found to have tampered, altered, or removed GPS devices from the above listed items will be issued a formal written warning.
- 23.13 Where an Employer vehicle is provided and garaged at the Employee's premises, the Employer reserves the right to revoke this privilege and garage the vehicle at the Employer depot if the Employee has been issued warnings for vehicle neglect and/or not caring for the vehicle in an appropriate manner.



24 Endorsement of Agreement

24.1 Signed for and on behalf of the Employer:



Signed:	
Date:	24/7
Name in full (printed):	CHRISTOPHER DAY
Position title:	C.M
Address:	North ST ALBURY NSW
Witnessed by:	
Witness name in full:	SHANE STRANG
Address:	North St. ALBURY NSW

24.2 Signed for and on behalf of the Employees

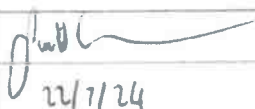

SHEPPARTON BRANCH

Signed:	
Date:	24/7/24
Name in full (printed):	MARK DRISDALE
Position title:	ELECTRICIAN.
Address:	750 RIVER RD KWACCA EAST VIC 3631
Witnessed by:	
Witness name in full:	Ross Hammer
Address:	20 Central Kialla Rd Kialla 3631

WANGARATTA BRANCH

Signed:	
Date:	23/7/24
Name in full (printed):	Mitchell Stafford
Position title:	Electrician
Address:	22 Sisely Ave Wangaratta
Witnessed by:	
Witness name in full:	Tim Houghton
Address:	22 Jones street, Oxley, Vic

ALBURY BRANCH

Signed:	
Date:	24/7/24
Name in full (printed):	Scott Bosse
Position title:	Electrician
Address:	14 Bow St Chiltern
Witnessed by:	
Witness name in full:	Shane Strang
Address:	62 Florence crescent west Albury

Appendix A – Wage Rates

The rates below will apply as a minimum for the life of the Agreement for the calculation of Employee remuneration, and for any calculation of Employee redundancy pay, paid personal leave, and paid annual leave entitlements.

NOTE: No Employee, including apprentices, will suffer a reduction in hourly rate of pay because of this Agreement being approved.

The wage rates outlined in the table below apply exclusively to general work and are adjusted annually by 3% on the anniversary of the agreement. This increase will be applied for the nominal life of the agreement.

Additionally, under extraordinary circumstances and at the company's discretion, with consultation through the Consultative Committee, the yearly agreed payment may be increased or decreased depending on the company's performance.

October 2024

Electricians/ Technicians & Civil/ Labourers

Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
0	Labourer	\$33.00	\$1,254.00	\$42.30	\$10.00	\$1,306.30
1	Labourer Skill 1	\$36.00	\$1,368.00	\$42.30	\$10.00	\$1,420.30
2	Labourer Skill 2	\$37.00	\$1,406.00	\$42.30	\$10.00	\$1,458.30
3	Labourer Skill 3	\$38.00	\$1,444.00	\$42.30	\$10.00	\$1,496.30
4	Labourer Skill 4	\$40.00	\$1,520.00	\$42.30	\$10.00	\$1,572.30
5	Labourer Skill 5	\$41.00	\$1,558.00	\$42.30	\$10.00	\$1,610.30
Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
2	Technician Skill 2	\$38.50	\$1,463.00	\$42.30	\$40.00	\$1,545.30
3	Technician Skill 3	\$39.50	\$1,501.00	\$42.30	\$40.00	\$1,583.30
4	Technician Skill 4	\$40.50	\$1,539.00	\$42.30	\$40.00	\$1,621.30
5	Technician Skill 5	\$41.50	\$1,577.00	\$42.30	\$40.00	\$1,659.30
Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
0	Electrician	\$41.00	\$1,558.00	\$42.30	\$40.00	\$1,640.30
1	Electrician Level 1	\$42.50	\$1,615.00	\$42.30	\$40.00	\$1,697.30
2	Electrician Level 2	\$44.00	\$1,672.00	\$42.30	\$40.00	\$1,754.30
3	Electrician Level 3	\$45.00	\$1,710.00	\$42.30	\$40.00	\$1,792.30
4	Electrician Level 4	\$46.50	\$1,767.00	\$42.30	\$40.00	\$1,849.30
5	Electrician Level 5	\$47.50	\$1,805.00	\$42.30	\$40.00	\$1,887.30

October 2025

Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
0	Labourer	\$33.99	\$1,291.62	\$42.30	\$10.00	\$1,343.92
1	Labourer Skill 1	\$37.08	\$1,409.04	\$42.30	\$10.00	\$1,461.34
2	Labourer Skill 2	\$38.11	\$1,448.18	\$42.30	\$10.00	\$1,500.48
3	Labourer Skill 3	\$39.14	\$1,487.32	\$42.30	\$10.00	\$1,539.62
4	Labourer Skill 4	\$41.20	\$1,565.60	\$42.30	\$10.00	\$1,617.90
5	Labourer Skill 5	\$42.23	\$1,604.74	\$42.30	\$10.00	\$1,657.04
Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
2	Technician Skill 2	\$39.66	\$1,507.08	\$42.30	\$40.00	\$1,589.38
3	Technician Skill 3	\$40.69	\$1,546.22	\$42.30	\$40.00	\$1,628.52
4	Technician Skill 4	\$41.72	\$1,585.36	\$42.30	\$40.00	\$1,667.66
5	Technician Skill 5	\$42.75	\$1,624.50	\$42.30	\$40.00	\$1,706.80
Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
0	Electrician	\$42.23	\$1,604.74	\$42.30	\$40.00	\$1,687.04
1	Electrician Level 1	\$43.78	\$1,663.64	\$42.30	\$40.00	\$1,745.94
2	Electrician Level 2	\$45.32	\$1,722.16	\$42.30	\$40.00	\$1,804.46
3	Electrician Level 3	\$46.35	\$1,761.30	\$42.30	\$40.00	\$1,843.60
4	Electrician Level 4	\$47.90	\$1,820.20	\$42.30	\$40.00	\$1,902.50
5	Electrician Level 5	\$48.93	\$1,859.34	\$42.30	\$40.00	\$1,941.64

October 2026

Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
0	Labourer	\$35.01	\$1,330.38	\$42.30	\$10.00	\$1,382.68
1	Labourer Skill 1	\$38.19	\$1,451.22	\$42.30	\$10.00	\$1,503.52
2	Labourer Skill 2	\$39.25	\$1,491.50	\$42.30	\$10.00	\$1,543.80
3	Labourer Skill 3	\$40.31	\$1,531.78	\$42.30	\$10.00	\$1,584.08
4	Labourer Skill 4	\$42.44	\$1,612.72	\$42.30	\$10.00	\$1,665.02
5	Labourer Skill 5	\$43.50	\$1,653.00	\$42.30	\$10.00	\$1,705.30
 						
Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
2	Technician Skill 2	\$40.85	\$1,552.30	\$42.30	\$40.00	\$1,634.60
3	Technician Skill 3	\$41.91	\$1,592.58	\$42.30	\$40.00	\$1,674.88
4	Technician Skill 4	\$42.97	\$1,632.86	\$42.30	\$40.00	\$1,715.16
5	Technician Skill 5	\$44.03	\$1,673.14	\$42.30	\$40.00	\$1,755.44
 						
Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
0	Electrician	\$43.50	\$1,653.00	\$42.30	\$40.0000	\$1,735.30
1	Electrician Level 1	\$45.09	\$1,713.42	\$42.30	\$40.0000	\$1,795.72
2	Electrician Level 2	\$46.68	\$1,773.84	\$42.30	\$40.0000	\$1,856.14
3	Electrician Level 3	\$47.74	\$1,814.12	\$42.30	\$40.0000	\$1,896.42
4	Electrician Level 4	\$49.34	\$1,874.92	\$42.30	\$40.0000	\$1,957.22
5	Electrician Level 5	\$50.40	\$1,915.20	\$42.30	\$40.0000	\$1,997.50

October 2027

Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
0	Labourer	\$36.06	\$1,370.28	\$42.30	\$10.00	\$1,422.58
1	Labourer Skill 1	\$39.34	\$1,494.92	\$42.30	\$10.00	\$1,547.22
2	Labourer Skill 2	\$40.43	\$1,536.34	\$42.30	\$10.00	\$1,588.64
3	Labourer Skill 3	\$41.52	\$1,577.76	\$42.30	\$10.00	\$1,630.06
4	Labourer Skill 4	\$43.71	\$1,660.98	\$42.30	\$10.00	\$1,713.28
5	Labourer Skill 5	\$44.81	\$1,702.78	\$42.30	\$10.00	\$1,755.08
Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
2	Technician Skill 2	\$42.08	\$1,599.04	\$42.30	\$40.0000	\$1,681.34
3	Technician Skill 3	\$43.17	\$1,640.46	\$42.30	\$40.0000	\$1,722.76
4	Technician Skill 4	\$44.26	\$1,681.88	\$42.30	\$40.0000	\$1,764.18
5	Technician Skill 5	\$45.35	\$1,723.30	\$42.30	\$40.0000	\$1,805.60
Grade	Type	Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days (\$8.46 per worked day)	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
0	Electrician	\$44.81	\$1,702.78	\$42.30	\$40.0000	\$1,785.08
1	Electrician Level 1	\$46.44	\$1,764.72	\$42.30	\$40.0000	\$1,847.02
2	Electrician Level 2	\$48.08	\$1,827.04	\$42.30	\$40.0000	\$1,909.34
3	Electrician Level 3	\$49.17	\$1,868.46	\$42.30	\$40.0000	\$1,950.76
4	Electrician Level 4	\$50.82	\$1,931.16	\$42.30	\$40.0000	\$2,013.46
5	Electrician Level 5	\$51.91	\$1,972.58	\$42.30	\$40.0000	\$2,054.88

Apprentices & Trainees

Adult Apprentices and Trainees (a person of 21 years of age or over at the time of entering into a training contract for an apprenticeship in accordance with clause 22 of this Agreement)

October 2024

Apprentice/ Trainees		Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
1	Year 1	\$16.35	\$621.30	\$17.90	\$5.45	\$644.65
2	Year 2	\$21.76	\$826.88	\$25.85	\$10.90	\$863.63
3	Year 3	\$25.02	\$950.76	\$35.05	\$16.35	\$1,002.16
4	Year 4	\$29.31	\$1,113.78	\$41.20	\$21.81	\$1,176.79
Adult Apprentice/ Trainees		Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
1	Year 1	\$23.51	\$893.38	\$35.05	\$5.45	\$933.88
2	Year 2	\$28.21	\$1,071.98	\$35.05	\$10.90	\$1,117.93
3	Year 3	\$29.34	\$1,114.92	\$35.05	\$16.35	\$1,166.32
4	Year 4	\$30.42	\$1,155.96	\$42.30	\$21.81	\$1,220.07

October 2025

Apprentice/ Trainees		Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
1	Year 1	\$16.84	\$639.92	\$17.90	\$5.45	\$663.27
2	Year 2	\$22.41	\$851.58	\$25.85	\$10.90	\$888.33
3	Year 3	\$25.77	\$979.26	\$35.05	\$16.35	\$1,030.66
4	Year 4	\$30.19	\$1,147.22	\$41.20	\$21.81	\$1,210.23
Adult Apprentice/ Trainees		Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
1	Year 1	\$24.22	\$920.36	\$35.05	\$5.45	\$960.86
2	Year 2	\$29.06	\$1,104.28	\$35.05	\$10.90	\$1,150.23
3	Year 3	\$30.22	\$1,148.36	\$35.05	\$16.35	\$1,199.76
4	Year 4	\$31.33	\$1,190.54	\$42.30	\$21.81	\$1,254.65

October 2026

Apprentice/ Trainees		Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
1	Year 1	\$17.35	\$659.30	\$17.90	\$5.45	\$682.65
2	Year 2	\$23.08	\$877.04	\$25.85	\$10.90	\$913.79
3	Year 3	\$26.54	\$1,008.52	\$35.05	\$16.35	\$1,059.92
4	Year 4	\$31.10	\$1,181.80	\$41.20	\$21.81	\$1,244.81
Adult Apprentice/ Trainees						
Adult Apprentice/ Trainees		Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
1	Year 1	\$24.95	\$948.10	\$35.05	\$5.45	\$988.60
2	Year 2	\$29.93	\$1,137.34	\$35.05	\$10.90	\$1,183.29
3	Year 3	\$31.13	\$1,182.94	\$35.05	\$16.35	\$1,234.34
4	Year 4	\$32.27	\$1,226.26	\$42.30	\$21.81	\$1,290.37

October 2027

Apprentice/ Trainees		Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
1	Year 1	\$17.87	\$679.06	\$17.90	\$5.45	\$702.41
2	Year 2	\$23.77	\$903.26	\$25.85	\$10.90	\$940.01
3	Year 3	\$27.34	\$1,038.92	\$35.05	\$16.35	\$1,090.32
4	Year 4	\$32.03	\$1,217.14	\$41.20	\$21.81	\$1,280.15
Adult Apprentice/ Trainees						
Adult Apprentice/ Trainees		Hourly Base Rate	Weekly Total Base Rate	Weekly TTA if worked 5 days	Weekly tool allowance	Total weekly base pay if worked 5 days and no overtime
1	Year 1	\$25.70	\$976.60	\$35.05	\$5.45	\$1,017.10
2	Year 2	\$30.83	\$1,171.54	\$35.05	\$10.90	\$1,217.49
3	Year 3	\$32.06	\$1,218.28	\$35.05	\$16.35	\$1,269.68
4	Year 4	\$33.24	\$1,263.12	\$42.30	\$21.81	\$1,327.23

Appendix B – Allowance Rates

SPECIAL ALLOWANCES					
Clause		2024	2025	2026	2027
7.6	Availability for Duty per week – excluding public holiday	\$210.00	\$215.00	\$220.00	\$225.00
10.2	Communications Cabler Registration Allowance per week	\$30.75	\$31.75	\$32.75	\$33.75
10.3(a)	Accredited Solar installers allowance per week	\$160.00	\$160.00	\$160.00	\$160.00
10.3(b)	Apprentice Solar installers allowance per week	\$40.00	\$40.00	\$40.00	\$40.00
10.4	Living Away from Home Allowance Meals per day	\$90.00	\$95.00	\$100.00	\$105.00
10.4	Living Away from Home Allowance per week	\$1075.00	\$1080.00	\$1085.00	\$1090.00
10.5(b)(i)	Travel time allowance per day (non-apprentices)	\$8.46	\$8.46	\$8.46	\$8.46
10.5(b)(i)	Travel time allowance per day (1 st year apprentice)	\$3.58	\$3.58	\$3.58	\$3.58
10.5(b)(i)	Travel time allowance per day (2 nd year apprentice)	\$5.17	\$5.17	\$5.17	\$5.17
10.5(b)(i)	Travel time allowance per day (3 rd year apprentice)	\$7.01	\$7.01	\$7.01	\$7.01
10.5(b)(i)	Travel time allowance per day (4 th year apprentice)	\$8.24	\$8.24	\$8.24	\$8.24
10.5(b)(i)	Travel time allowance per day (1 st year adult apprentice)	\$7.01	\$7.01	\$7.01	\$7.01
10.5(b)(i)	Travel time allowance per day (2 nd -4 th year adult apprentice)	\$8.46	\$8.46	\$8.46	\$8.46
10.6	Leading Hand Allowance per week in charge of:				
	0 -10 Employees	\$45.00	\$47.50	\$50.00	\$52.50
	11-20 Employees	\$65.00	\$67.50	\$70.00	\$72.50
	More than 20 Employees	\$85.00	\$87.50	\$90.00	\$92.50
10.7	Single Meal Allowance	\$25	\$25	\$25	\$25
10.8	Compensation for Loss of Employee Tools	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
10.9	Phone Allowance per week	\$10.00	\$10.00	\$10.00	\$10.00
10.10	Security Installers Allowance	\$30.75	\$31.75	\$32.75	\$33.75
10.11	Hazardous & Intrinsic Safe Areas Allowance	\$160.00	\$160.00	\$160.00	\$160.00

Appendix C – Classifications

A.1 Electrical Tradesperson

- A.1.1 An Electrical Tradesperson is an Employee employed to use the skills acquired through the training specified below and is an Employee who:
- Holds a trade certificate or tradesperson's rights certificate, in an electrical trade.
 - Holds an AQF Certificate Level 3 in Electrotechnology in one of the following:
 - o Systems electrician
 - o Assembly and servicing
 - o Building services
 - o Communications
 - o Computer Systems
 - o Data communications
 - o Entertainment and servicing
 - o Scanning
 - Has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in communications or electronics.
 - Has successfully completed an appropriate instrumentation trade course or an AQF Certificate Level 3 in Electrotechnology Instrumentation.
 - Holds an appropriate electrical/refrigeration/air-conditioning trade certificate or an AQF Certificate Level 2 in Electrotechnology Instrumentation.
 - Has successfully completed an appropriate trade course in line work or cable jointing, or an AQF Certificate Level 3 in Transmission Powerline or ESI Distribution Powerline or has otherwise reached an equivalent standard of skills and knowledge.

The below table outlines the relevant Level an Electrical Tradesperson Employee will be classified under this Agreement:

Level Zero	An entry level Electrical Tradesperson who regularly works under instruction & partial supervision. for 2 years.
Level One	An Electrical Tradesperson who has additional on-the-job skills to a Level Zero and works independently or in a team, requires general supervision.
Level Two	An Electrical Tradesperson who has additional on-the-job skills to a Level 1; & or has undertaken employer driven in house training; works independently; requires minimal supervision and acts as a mentor to junior staff.
Level Three	An Electrical Tradesperson who coordinates all aspects of the relevant project, ensuring the assignment of appropriate labour resources and project materials, leads a team of employees to complete a project. Is employed to use specific skills either acquired at Watters Electrical or externally such as: <ul style="list-style-type: none"> - Lighting Control installation & programming. - Fire Detection System installation & programming. - PLC installation & programming.

	Has served as a Trade qualified Electrician for not less than 2 years.
Level Four	<p>A Level 4 Electrical Tradesperson is an Employee who has not less than 10 years' industry experience and has previously successfully worked as a level 3 for not less than 2 years.</p> <p>In addition, the Employee will also have the ability to attend & substantially document company project meetings, site & or Subcontractor meetings and host toolbox meetings.</p> <p>Achieving Level 4 is subject to Managements discretion based on a performance review & KPI's that will include but not be limited to:</p> <ul style="list-style-type: none"> - OH&S record. - Ongoing training & development. - Paperwork & documentation. - Ability to lead & train others.
Level Five	An Electrical Tradesperson Level 5 is an employee who has been a level 4 employee for not less than 2 years who above the previous outlined skill sets, has the ability to carry out quotes & can manage and oversee all aspects of projects (including achieving budget) of a significant size.

The below table outlines the relevant Level a Labourer/Electrical workers Employees will be classified under this Agreement:

Level Zero	An entry level Electrical worker/Labourer who is not otherwise provided for in this agreement, who is doing labouring work and is employed as such.
Level One	<p>An Electrical worker/ Labourer who is an employee who is engaged in assisting a trades person, provided such assistance must not include the work of a tradesmen.</p> <p>Without limiting Scope, the employee may perform the following tasks up to the level of their training.</p> <ul style="list-style-type: none"> - Unskilled tasks as directed. - Cutting, coring, chasing, painting. - Yard work, including building maintenance & clearance of vegetation. - Preparing materials for jobs loading trailer etc.
Level Two	<p>An Electrical Worker/Labourer Level 2 is an Employee who works under direction and may be required to perform the work of an Electrical Worker Level 1.</p> <p>Without limiting the scope of the work, the Employee may perform the following tasks to the level of the Employee's training:</p> <ul style="list-style-type: none"> - Store work, - Drive or operate the Company's vehicles, machinery, plant or equipment incidental to the Employee's primary task or functions. - Trenching & or excavation works.

Level Three	<p>An Electrical Worker/Labourer Level 3 is an Employee who has worked for not less than one year in the industry or holds the equivalent experience.</p> <p>Without limiting the scope of the work, the Employee may perform the following tasks to the level of the Employee's training:</p> <ul style="list-style-type: none"> - Scaffolding or rigging. - Horizontal Boring. - Skilled service locations. - Ordering and purchasing materials for an electrical store
Level Four	<p>An Electrical Worker/Labourer Level 4 is an Employee who has worked for not less than 10 years in the industry or holds equivalent experience. & can perform the required task of a Level 3 worker.</p> <p>Achieving Level 4 is subject to Managements discretion based on a performance review & KPI's that will include but not be limited to:</p> <ul style="list-style-type: none"> - OH&S record. - Ongoing training & development. - Paperwork & documentation. - Ability to lead & train others.
Level Five	<p>An Electrical Worker/Labourer Level 5 is an Employee who has been a level 4 employee for not less than 2 years who above the previous outlined skill sets has the ability to carry out quotes and can manage and oversee all aspects of projects (including achieving budget) of a significant size.</p>

The below table outlines the relevant Level a Communications/Security technician Employees will be classified under this Agreement:

Level Two	<p>A Technician Worker Level 2 is an Employee who works under direction and may be required to perform the work of an Electrical Worker Level 1.</p> <p>Without limiting the scope of the work, the Employee may perform the following tasks to the level of the Employee's training:</p> <ul style="list-style-type: none"> - Store work, - Drive or operate the Company's vehicles, plant or equipment incidental to the Employee's primary task or functions. - Inspect and test fire alarm or security alarm equipment. <p>Alternatively, the Employee works under the supervision of a tradesperson or electronics serviceperson to:</p> <ul style="list-style-type: none"> - Install radio, communications and related equipment including antenna. - Install fire alarm or security alarm equipment. - Install data and communication cabling. - Install AV Cabling & equipment.
------------------	--

	<ul style="list-style-type: none"> - Install CCTV Cabling & equipment.
Level Three	<p>A Technician Worker Level 3 is an Employee who has worked for not less than one year in the industry or holds the equivalent experience.</p> <p>Without limiting the scope of the work, the Employee may perform the following tasks to the level of the Employee's training:</p> <ul style="list-style-type: none"> - Ordering and purchasing materials for an electrical store - Install radio, communications and related equipment including antenna. - Install, test & commission fire alarm or security alarm equipment. - Install, terminate, and test data and communication cabling. - Install, terminate, and test Optic Fibre cabling - Install, terminate and commission CCTV systems - Inspect, test & or commission fire alarms or security alarm equipment involving a range of responsibility beyond that of an Electrical Worker Grade 2 and works without assistance and supervision.
Level Four	<p>A Technician Worker Level 4 is an Employee who has worked for not less than 10 years in the industry or holds equivalent experience. & can perform the required task of a Level 3 worker.</p> <p>Achieving Level 4 is subject to Managements discretion based on a performance review & KPI's that will include but not be limited to:</p> <ul style="list-style-type: none"> - OH&S record. - Ongoing training & development. - Paperwork & documentation. - Ability to lead & train others.
Level Five	<p>A Technician Worker Level 5 is an Employee who has been a level 4 employee for not less than 2 years who above the previous outlined skill sets has the ability to carry out quotes and can manage and oversee all aspects of projects (including achieving budget) of a significant size.</p>

Appendix D – Major Building and Construction Project Work

1 Scope and Application

- 1.1 This Appendix will apply throughout the States of Victoria and New South Wales to on-site work deemed by the Employer to be a **Major Building and Construction Project**. Such major project work could either be of an industrial or commercial nature.
- 1.2 This Appendix does not apply to work:
- 1.2.1 Where there is *no* requirement for tender documentation to be submitted by the Employer such as that type of work undertaken on behalf of clients on a “cost plus” basis; or
- 1.2.2 Where a builder nominates as part of the tender process a specific site allowance amount that is to be paid; or

2 Hours of Work

- 2.1 This clause is to be read in conjunction with clause 6 of this Agreement.
- 2.2 **Ordinary hours of work**
- The ordinary hours of work are 36 hours per week.
- 2.3 **RDO Accrual**
- The terms and conditions related to RDO accrual are set out in clause 6.5 of the of this Agreement. Both the Employer and Employees recognise the need for flexibility in the taking of and accrual of RDOs, which are likely to be based on site-specific requirements.
- 2.4 **RDO Flexibility**
- The application of this clause operates in conjunction with clause 6.5 of this Agreement and is dependent on consultation and agreement between the parties provided that agreement will not be unreasonably withheld.
- 2.4.1 To ensure production can be maintained and that the Employer can meet contractual obligations, there can be a system where Employees may be rostered by the Employer to work on RDOs. When this occurs, any Employee so affected will take an alternative agreed RDO. Employees who work on a scheduled RDO will receive wage rate payments at ordinary time earnings.
- 2.4.2 Flexibility in taking RDOs may be achieved by the Employer, and Employee(s) at the site level agreeing to change the RDO to another agreed date.
- Where agreement is reached in accordance with this subclause and another day is substituted for the prescribed RDO the day worked shall be treated as a normal day and so wage rate payments will at ordinary time earnings.
- 2.4.3 Where a principal contractor closes a site the Employer, after

consultation and agreement with those of its Employees on site may reschedule the RDO to be taken in line with the builder on that site.

2.4.4 Traditionally the nature of the electrical and communications contracting industry is such that there are a range of work/tasks that are usually conducted out of hours, on weekends or when sites are not fully staffed. The type of work referred to will include (but not be limited to) the following:

- Emergency/breakdown work.
- Switchboard maintenance/changeover.
- Shutdowns.
- Disconnection of power etc.

Notwithstanding any other provision of this Agreement, when it is necessary to perform work of this nature, Employees may be required to be available to undertake the work. This clause includes RDOs and RDO weekends. Any Employee who has their RDO affected will take an alternative day and in doing so, will receive wage payments at ordinary time rates.

2.4.5 The Employer may require work to be undertaken on the prescribed or substituted RDO because of unforeseen circumstances, such as emergency conditions.

2.4.6 Payment for RDOs will be made based on time accrued. Where insufficient time has accrued, payment will only be made for the time accrued.

2.4.7 The substitution of RDOs in accordance with this clause shall not give rise to any extra wage claims or claims for extra days off.

2.5 **Standby Work**

The parties agree that productive work will be done by standby electricians on RDOs or after hours. At these times, the Employees must be provided with effective site communication devices.

2.5.1 When 2 or more Employees are on standby, do productive work on construction wiring, repairs, safety rectification, testing and tagging, paperwork or other work as agreed.

2.5.2 When on standby alone, do productive work in the compound or shed including testing and tagging, paperwork or as otherwise agreed.

2.5.3 When work is being undertaken as detailed in clause 2.4.4, interaction between the standby electricians will occur to assist those undertaking the shutdown work.

3 Inclement Weather

3.1 Scope and Application

3.1.1 This clause will apply to all work covered by this Appendix.

3.1.2 This clause will not apply where the client company already has in place existing inclement weather procedures. Any disputes will be handled in accordance with the Dispute Settlement Procedures in this Agreement.

3.1.2 This clause will not apply to workplaces or work locations where temperatures are usually hot (e.g., in or adjacent to boiler rooms) or cold (e.g., cool rooms) except where those temperatures are exacerbated by inclement weather. However, it is acknowledged that the Employer has OHS obligations that should be dealt with in accordance with the *Occupational Health and Safety Act 2004*".

3.2 **Definition of Inclement Weather**

Inclement weather will mean the existence of continuous rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust, extreme high temperature or rain affected work sites) by virtue of which it is either unsafe and/or unreasonable for Employees to continue working when exposed to this weather.

3.3 **Consultation**

3.3.1 It is agreed that in the event of wet weather consultation will be held between the Employer and affected Employee(s) with a view to reaching agreement on whether work should continue or discontinue. This consultation must take place in a timely fashion, generally within half an hour.

3.3.2 The primary emphasis of the consultation is to achieve an agreed outcome whereby:

- a) Work can continue; and
- b) While ensuring a safe workplace is provided and safe systems of work are employed.

3.3.3 The parties agree that all necessary steps will be taken to ensure that a full working understanding of the inclement weather procedures is achieved and maintained throughout the Employer.

3.3.4 In all cases, unilateral cessation of work due to inclement weather without prior consultation and agreement with the Employer will lead to loss of pay for the period concerned.

3.4 **Working Arrangements**

3.4.1 It is agreed that after consultation with the affected Employee(s), the Employer can transfer Employees to an unaffected area or other sites not affected by inclement weather.

3.4.2 If after consultation it is agreed that work be discontinued, then only the Employees so affected by the inclement weather will be allowed to go home and will not suffer any loss of pay.

3.4.3 All Employees shall be provided with personal protective clothing as required by the appropriate OHS guidelines.

- 3.4.4 Further to clause 3.2, exposure to weather of high temperature shall be generally deemed to be above **37** degrees, measured by the Bureau of Meteorology at the nearest weather station.
- 3.4.5 If work is to continue in temperatures more than **37** degrees to maintain safety or in emergency situations the following shall apply:
- At temperatures inclusive of **37** degrees, a 5-minute break will occur within the hour.
 - At temperatures inclusive of **39** degrees, a 10-minute break will occur within the hour.
 - At temperatures inclusive of **41** degrees, a 15-minute break will occur within the hour.
 - When Employees are working under these temperatures, fluids will be provided by the Employer.
- 3.4.6 All the clauses above do not apply to Employees travelling in air-conditioned vehicles travelling from site to site to undertake work in locations not affected by inclement weather.
- 3.4.7 It is recognised that in many cases the Employer and employees will be working at a client's workplace. In such workplaces where extremes of temperature are encountered, client practice and occupational health and safety principles shall apply, provided that:
- a) The client practice is documented, clearly understood, and meets all the conditions of the work being performed; or
 - b) If these requirements of clause 3.4.7(a) are not met, then the provisions of this overall clause 3 shall apply.

4 Crib Time on Construction Projects

If the period of overtime is more than one and a half hours, an Employee before starting overtime and after working ordinary hours, will be allowed a meal break of 20 minutes, which will be paid at ordinary rates.

5 Wages

The wages payable for work to which this Appendix applies are located at Appendix A.

6 Construction Wiring

- 6.1 Where the Employer is responsible for the installation of construction wiring, such wiring shall comply with the appropriate standards being AS/3012 and the *industry standard for electrical installations on construction sites*.
- 6.2 The Employer will only use licensed electricians with ESV approved accreditation to perform such work. The Employer will release relevant Employees during normal working hours without loss of pay to undergo the third-party training course in line with clause X of this Agreement.

- 6.3 It is agreed that 1st and 2nd year apprentices may learn on construction wiring work provided that he/she must always be under supervision in line with the ESV Supervision Guidelines by an accredited tradesperson. Where the apprentice is a 3rd or 4th year, they must undertake the ESV approved third-party training program for construction wiring. The Supervision Guidelines shall also apply.

7 Induction Procedures

7.1 Commitment

The parties to this Agreement acknowledge that it is in the interests of the industry that all new Employees and companies on a building project understand their obligations to this Agreement and are introduced to their job in a manner which will help them work safely and efficiently.

7.2 Overview

In order to achieve this, it is recommended that new Employees be given an explanation of the following:

- The rights and obligations of this Agreement including its dispute/grievance resolution procedures.
- The appropriate issue of work clothing and safety equipment as per this Agreement.
- Safety rules and procedures including relevant legislation.
- Superannuation entitlements.
- Long service leave provisions.
- Redundancy payment entitlements.
- Site emergency procedures
- Award or enterprise agreement rates of pay.
- Site-specific matters such as security procedures etc.

8 Workers Safety Representative

8.1 Safety Representative

The workers' safety representative(s) shall consult with the principal contractor and the Employer, or persons acting on their behalf, on matters directly concerned with the safety of workers, and promote the safe conduct of work generally.

8.2 Election

The workers' safety representative(s) shall be elected by the Employees on the job on a democratic basis and shall be subject to recall by a similar process.

8.3 Rectification of Safety

Where work on a site has been stopped for a defined period of time and workers are sent off site by agreement between site managers and any combination of health and safety committee members, those people who do remain on site to do rectification work will be paid penalty rates of time

and a half. The same applies where the project is excessively wet, thereby preventing the workforce leaving the sheds and Employees being required to remove the excess water.

9 Protective Clothing

9.1 The Employer will be required to provide the following protective clothing (SAA approved) for use, when necessary, by Employees during the performance of their required duties:

- a) Safety helmets.
- b) Ear/hearing protection.
- c) Gloves.
- d) Skin protective cream/sunscreen (30+ rating).
- e) Dust masks.

9.2 In addition, one pair of UV-rated safety glasses or UV rated clip-ons suitable to overlay prescription spectacles (as recommended by the Victorian Building Industry Consultative Committee) shall be made available for Employees who are required to work on reflective surfaces such as:

- a) Metal decking.
- b) Large concrete slabs exposed to sunlight.
- c) Roofing.
- d) Curtain walling.

10 Christmas Closedown

10.1 It is agreed that whenever annual leave is taken in conjunction with the traditional Christmas/New Year period and is to be taken in accordance with the following procedures.

10.2 Notwithstanding anything elsewhere contained in this Agreement, the Employer may require any Employee to work in unforeseen or emergency circumstances during the Christmas period.

10.3 Where an Employee requests that annual leave be allowed in one continuous period at Christmas, such a request shall not be unreasonably refused.

11 Site Allowance Procedure

11.1 This procedure shall apply to that type of work identified in clause 1.1 of this Appendix, but specifically excludes that type of work identified in clause 1.2 of this Appendix.

Further, it is expressly agreed by the parties to this procedure that eligibility for payment of the site allowance will be determined by the known electrical value of the project at the time of tender acceptance.

No site allowance will be payable for any project where the known electrical value is below \$2,200,000.00.

Site allowance shall only be paid at the appropriate rate per hour flat for those hours actually worked.

11.2 Site allowance rates are as per job site agreements as set by the builder or project manager at site.

11.3 **City of Melbourne Boundaries**

From time to time, the Employer may undertake major project work as defined in clause 1.1 of this Appendix within the City of Melbourne.

For the purposes of determining the site allowance in accordance with this Appendix, the boundaries of the City of Melbourne are defined as follows:

Commencing at the point where Citylink (Tullamarine freeway) intersects Racecourse Road, proceeds east along Racecourse Road, Elliot Avenue, MacArthur Road, Cemetery Road West, Cemetery Road East, and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda junction. From the St Kilda junction, proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street, and the Boulevard and following the waterline to Lorimer Street, and then east along Lorimer Street as far as Citylink (Western Link). Follow Citylink north to Racecourse Road to complete the boundary.

The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street and Alexandria Parade. Projects located within this sector beginning before 1 October 2000 will be subject to the previous site allowance provisions, and projects commencing after 1 October 2000 will be subject to the new site allowance provisions in this Appendix.

While one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

12 **Severance**

(a) **Contributions to a Severance Fund**

- (i) It is agreed that the Employer will make weekly Severance payments (payable monthly as determined by PROTECT) to the PROTECT Severance Fund for all Employees, except directors and apprentices, covered by this Agreement.
- (ii) The Employer severance contribution provided for in this clause will be set off against the redundancy entitlements that would otherwise apply under the NES (referred to in clause 14.5(a) of this Agreement), provided that where the Employer has not made sufficient contributions into the Employee's Severance Fund to satisfy these obligations, the Employer shall make up the difference and pay the said Employee at the time of termination. This clause applies regardless of whether the Employee is actually paid a benefit from the fund at the time of the redundancy or elects not to claim a severance payment at the time of redundancy.
- (iii) Severance Payments are to be made for periods when Employees are on:

- (A) pay.
 - (B) any form of paid leave.
 - (C) WorkCover payments.
 - (D) LeavePlus Long Service Leave.
 - (E) Income protection insurance payments (unless severance payments are made by a third party).
 - (F) Unpaid leave due to injury/illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES.
- (iv) Payments are not required for periods when Employees are on unpaid leave for personal recreation reasons or the like, unless otherwise agreed.
 - (v) For Employees (other than apprentices), contributions will be at the following rates:
 - (A) \$95.00 per week.
 - (B) \$100.00 per week from 1 October 2025.
 - (C) \$110.00 per week from 1 October 2026.
 - (D) \$120.00 per week from 1 October 2027.

(b) **Apprentices**

- (i) Where the position of an apprentice is made redundant by the Employer during his/her apprenticeship the apprentice will be entitled to redundancy pay in accordance with the scale in clause 19.6(a) above.
- (ii) Week's pay means the gross weekly ordinary all-purpose rate of pay, as defined, at the date of termination.
- (iii) Provided that an apprentice shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.
- (iv) No redundancy pay is payable where the Employer has obtained suitable alternative employment.
- (v) No redundancy pay is payable where the Employer terminates the apprentice upon completion of the term of the apprenticeship.