

TABLE OF CONTENTS

1	TITI	LE	5
2	DEF	FINITIONS	5
3	PAF	RTIES, SCOPE AND DURATION	5
3.	.1	Parties Bound	5
3.	.2	Relationship to the Award	5
3.	.3	Period of Operation	6
3.	4	Relationship to Company Policies	6
4	COI	NSULTATION	
4.		Company's duty to notify	
4.	2	Company's duty to discuss change	
4.	.3	Consideration of matters raised	
5	DIS	PUTE SETTLEMENT PROCEDURE	
5.		Scope	
5.	2	Representation	
5.	3	Procedure	
6		PLOYEE REPRESENTATIVES	
6.		Recognition	
6.		Duties	
6.		Training	
7		RKPLACE FLEXIBILITY	
7.		Workplace Flexibility	
8		ASSIFICATION STRUCTURES	
8.		Classifications and Rates of Pay	
8.		Apprentices	
8.		Wage Increases	
8.			
o. 9		Electrical tradespersons competency framework	
9 9.			
9. 9.		Ordinary Hours	
		Payment for ordinary shifts	
9.		Shift Penalties Not Cumulative	
9.		Rostered Day Off	
9.		Reasonable Overtime to be worked	
9.		Overtime Meal Allowance	
10		RES AND TRAVEL	
	0.1	Distant Work Payment	
	0.2	Remote Location Payment	
11		DL ALLOWANCE	
	1.1	Tool Allowance	
12		NTRACT OF EMPLOYMENT	
	2.1	Engagement of Employees	
	2.2	Full-Time Employment	
12	2.3	Part-time Employment	
12	2.4	Casual Employment	
	2.5	Casual Conversion	
13	ANN	NUAL LEAVE	17
13	3.1	Entitlement	17

1	3.2	Taking Leave	17
1	3.3	Shutdown Period(s)	18
14	PEF	RSONAL LEAVE	18
1	4.1	Definitions	18
1	4.2	Entitlement	18
1	4.3	Notification	18
1	4.4	Evidence	18
1	4.5	Compassionate Leave	19
1	4.6	Cashing out of Personal Leave	
15	ОТІ	HER LEAVE	
	5.1	Parental Leave	
1	5.2	Long Service Leave	20
1	5.3	Domestic or family violence leave	20
1	5.4	NAIDOC Leave	
1	5.5	Public Holidays	20
16	TEI	RMINATION OF EMPLOYMENT	
1	6.1	Notice required by the Company and Employee	20
1	6.2	Summary dismissal	
1	6.3	Stand Down	
1	6.4	Other Employment and Conflict of Interest	21
17	RE	DUNDANCY	
1	7.1	Applicability of this Clause	22
1	7.2	Consultation prior to Redundancy	
1	7.3	Options before Redundancy	
1	7.4	Job search entitlement	
1	7.5	Severance Pay	22
18	SU	PERANNUATION	23
1	8.1	Superannuation	23
19	PA	YMENT OF WAGES	
1	9.1	Payment of wages	23
1	9.2	Payment on termination of employment	23
20	DE	DUCTIONS	
2	0.1	Income Protection Insurance	23
21		AINING & DEVELOPMENT	24
2	1.1	Training Approval	24
2	1.2	Attending Training	
22	SE	CURITY OF EMPLOYMENT	
2	2.1	Supplementary labour	24
2	2.2	Commitment	
23	PE	RSONAL PROTECTIVE CLOTHING	25
2	23.1	Requirement	25
2	23.2	Supply	25
	23.3	Work Boots	
24	TE:	STING & TAGGING	
	24.1	Personal Hand Tools only	
25	FL	U VACCINATIONS	
	25.1	Flu vaccinations	
26	μЕ	ALTH AND SAFETY	

26	3.1	Commitment	26
26	3.2	Responsibility	26
27	DRU	IGS AND ALCOHOL	26
27	7.1	Drugs and alcohol	
28	INCL	EMENT WEATHER POLICY	26
28	3.1	Inclement Weather Policy	26
29	COM	IPANY PLANT, EQUIPMENT AND VEHICLES	28
29	9.1	Company Use Only	
29	9.2	Employee Responsibilities	28
30	NO E	EXTRA CLAIMS COMMITMENT	28
31	SIGN	NATORIES TO THE AGREEMENT	29
APP	ENDI	X I – MINIMUM HOURLY WAGE RATES	30
APP	ENDI	X II - CLASSIFICATION STRUCTURE	31
APP	ENDI	X III – TOOL ALLOWANCE STRUCTURE	33

1 TITLE

This Agreement will be known as the *Fleetwood Australia (Victoria) Enterprise Bargaining Agreement* 2024.

2 DEFINITIONS

The "Act" means the Fair Work Act 2009 (Cth).

The "Agreement" means the Fleetwood Australia (Victoria) Enterprise Bargaining Agreement 2024.

The "Company" means Fleetwood VIC & QLD Pty Ltd T/A Fleetwood Australia.

The "**Union**" means the Australian Manufacturing Workers' Union, the Construction, Forestry, Maritime, Mining and Energy Union (General and Construction Division, Victorian and Tasmanian branch), and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia ("ETU").

A "Shift worker" means a seven day shift worker who is regularly rostered to work on Sundays and public holidays.

3 PARTIES, SCOPE AND DURATION

3.1 Parties Bound

- 3.1.1 This Agreement will be binding on the Company and the Company's employees engaged in all work classifications defined under this Agreement working in Victoria.
- 3.1.2 Subject to the Union making an application to the Fair Work Commission pursuant to section 183 of the Act, the Agreement will cover the Union.
- 3.1.3 Apprentices predominantly required to perform work (or types of work) covered by the *Road Transport and Distribution Award 2020* are not covered by this Agreement.

3.2 Relationship to the Award and the NES

- 3.2.1 This Agreement will form the complete agreement covering all terms and conditions of employment. It will operate to the exclusion of any and all awards and supersedes any previous arrangements or agreements, except as outlined below.
- 3.2.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards ("NES"). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency
- 3.2.3 The terms and conditions contained in the *Manufacturing and Associated Industries and Occupations Award 2020* ("Award") are incorporated into the Agreement and will apply to all employees covered by the Agreement (to the extent of any inconsistent terms in which case the terms of the Agreement will prevail and take precedence over the terms of the Award), including employees who (if not for the existence and operation of the Agreement) would otherwise be Award free or employed under the terms and conditions of the:
 - the Manufacturing and Associated Industries and Occupations Award 2020;
 - the Road Transport and Distribution Award 2020;
 - the Joinery and Building Trades Award 2020; or
 - any other modern award.
- 3.2.4 Despite clause 3.2.3, other than expressly provided for in this Agreement, any facilitative provisions in the Award will require the majority agreement of employees at the site where the provision is proposed to be utilised.
- 3.2.5 In this Agreement references to the Award will mean the Award as incorporated into the Agreement unless the context requires otherwise.
- 3.2.6 Upon incorporating Award terms into the Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of the Award. So, for example, the loadings, penalties and allowances in the Award (which are incorporated into the Agreement) will be applied to the rates of pay contained in the Agreement, not the Award rate.

3.2.7 Further, existing over-Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.

3.3 Period of Operation

3.3.1 This Agreement will come into force seven (7) days after the date of approval of the Agreement from the Fair Work Commission and will remain in force until 30 June 2027.

3.4 Relationship to Company Policies

3.4.1 This Agreement will be supported by policies and procedures determined by the Company, but these are not incorporated in this Agreement. These policies and procedures will not reduce substantive entitlements contained in this Agreement but provide guidelines for the fair and efficient administration of the employment relationship and operations of the Company.

4 CONSULTATION

4.1 Company's duty to notify

- 4.1.1 Where the Company:
 - a) has made a definite decision to introduce major changes in production, program, organisation, structure or technology that is likely to have a significant effect on employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees;

the Company will notify Relevant Employees, and any nominated employee representatives (advised to the Company by employee(s)).

- 4.1.2 For this clause, *Relevant Employees* means employees who may be affected by a change referred to above.
- 4.1.3 For this clause, a major change is likely to have a significant effect on employees if it results in:
 - a) the termination of employment of employees;
 - b) major changes in the composition, operation or size of the Company's workforce or in the skills required of employees;
 - c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - d) the alteration of hours of work;
 - e) the need to retrain employees;
 - f) the need to relocate employees to another workplace; and/or
 - g) the restructuring of jobs.

4.2 Company's duty to discuss change

- 4.2.1 As soon as practicable after making its decision, the Company will discuss with Relevant Employees and any nominated employee representative:
 - a) the introduction of the changes;
 - b) the effects the changes are likely to have on Relevant Employees; and
 - c) measures to avert or mitigate the adverse effects of such changes on Relevant Employees.
- 4.2.2 For the purposes of a discussion regarding <u>clause 4.1.1(a)</u>, the Company will provide, in writing, to the Relevant Employees:
 - a) all relevant information about the change including the nature of the change proposed; and
 - b) information about the expected effects of the change on the Relevant Employees; and
 - c) any other matters likely to affect the Relevant Employees.
- 4.2.3 The Company will not be required to disclose confidential or commercially sensitive information.
- 4.2.4 For the purposes of a discussion regarding <u>clause 4.1.1(b)</u>, the Company will invite Relevant Employees to give their views about the impact of the change (and their representatives where requested), including any impact relating to their family or caring responsibilities.

4.3 Consideration of matters raised

4.3.1 The Company undertakes to give prompt consideration to matters raised by the Relevant Employees and/or any nominated employee representative in relation to the changes.

5 DISPUTE SETTLEMENT PROCEDURE

5.1 Scope

5.1.1 The parties to this Agreement agree that if a dispute arises in relation to a matter under this Agreement, or the National Employment Standards, this term sets out procedures to settle the dispute.

5.2 Representation

5.2.1 An employee who is a party to the dispute may appoint a representative, including their shop steward or Union official, for the purposes of the procedures in this term.

5.3 Procedure

The following procedure for the resolution of disputes will apply:

- 5.3.1 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 5.3.2 If the matter remains unresolved, further discussions involving more senior management and employee representatives will take place.
- 5.3.3 To facilitate the speedy and efficient resolution of disputes:
 - a) the party with the grievance must notify the other party at the earliest opportunity;
 - throughout all stages of the procedure, all relevant facts must be clearly identified and recorded;
 and
 - c) sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedure is carried out as quickly as possible.
- 5.3.4 If the matter remains unresolved the parties may, jointly or individually, refer it to the Fair Work Commission.
- 5.3.5 The Fair Work Commission may deal with the dispute in 2 stages:
 - a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i arbitrate the dispute; and
 - ii make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 5.3.6 While the parties are trying to resolve the dispute using the procedures in this term:
 - a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:

- i the work is not safe; or
- ii applicable occupational health and safety legislation would not permit the work to be performed; or
- iii the work is not appropriate for the employee to perform; or
- iv there are other reasonable grounds for the employee to refuse to comply with the direction.
- 5.3.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

6 EMPLOYEE REPRESENTATIVES

6.1 Recognition

6.1.1 The Company will recognise up to two (2) shop stewards/workplace delegates accredited by each of the Unions.

6.2 Duties

- 6.2.1 Shop stewards'/workplace delegates' duties include:
 - a) Representing the Union and its members in workplace relations matters at work;
 - Giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts;
 - c) Keeping Union members informed of workplace relations matters and providing advice;
 - d) the Company will ensure that shop stewards will have a prominent notice board for the posting of Union approved notices.

6.3 Training

6.3.1 Each year the recognised shop stewards/workplace delegates will be allowed up to 20 days paid leave in total (5 days per individual) to attend Union-approved training. Any such leave will be taken and granted in accordance with clause 20 Training & Development. This leave will not accrue from year to year.

6.4 Workplace delegates' rights

Clause 6.4 provides for the exercise of the rights of workplace delegates set out in section 350C of the $\underline{\mathsf{Act}}$. NOTE: Under section 350C(4) of the $\underline{\mathsf{Act}}$, the Company is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the Company has complied with clause 6.4.

6.4.1 In clause **6.4**:

- a) Company means the employer of the workplace delegate;
- b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the Company in the enterprise.
- 6.4.2 Before exercising entitlements under clause 6.4, a workplace delegate must give the Company written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.
- 6.4.3 An employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.

6.4.4 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- a) consultation about major workplace change;
- b) consultation about changes to rosters or hours of work:
- c) resolution of disputes;

d) disciplinary processes;

e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the <u>Act</u> or is assisting the delegate's organisation with enterprise bargaining; and

any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial

interests.

6.4.5 Entitlement to reasonable communication

- a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 6.4. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

6.4.6 Entitlement to reasonable access to the workplace and workplace facilities

The Company must provide a workplace delegate with access to or use of the following workplace facilities:

a) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

b) a physical or electronic noticeboard;

- c) electronic means of communication ordinarily used in the workplace by the Company to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- d) a lockable filing cabinet or other secure document storage area; and
- e) office facilities and equipment including printers, scanners and photocopiers.
- 6.4.7 The Company is not required to provide access to or use of a workplace facility under clause 6.4.6 if:

a) the workplace does not have the facility;

- b) due to operational requirements, it is impractical to provide access to or use of the facility at the time **or** in the manner it is sought; or
- c) the Company does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

6.4.8 Entitlement to reasonable access to training

Unless the Company is a small business employer, the Company must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- a) In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or

(ii) regular casual employees.

- c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

e) If requested by the Company, the workplace delegate must provide the Company with an outline of the training content.

- f) The Company must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- g) The workplace delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.

6.4.9 Exercise of entitlements under clause 6.4

- a) A workplace delegate's entitlements under clause 6.4 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- b) Clause 6.4 does not require the Company to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- c) Clause 6.4 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the Company must not:

- a) unreasonably fail or refuse to deal with a workplace delegate; or
- b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the <u>Act</u> or clause 6.4.

6.4.10 Interaction with other clauses of this Agreement

Other clauses of this Agreement (such as clauses 6.1, 6.2 and 6.3) may give additional or more favourable entitlements to workplace delegates (however described). If an entitlement of a workplace delegate under another clause of this Agreement is more favourable to the delegate than an entitlement under clause 6.4, the entitlement under the other clause applies instead of the entitlement under clause 6.4.

7 WORKPLACE FLEXIBILITY

7.1 Workplace Flexibility

- 7.1 The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement ("IFA") to vary the effect of terms of the Agreement if:
 - a) the IFA deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates:
 - (iii) penalty rates;
 - (iv) allowances; and
 - b) the IFA meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - c) the IFA is genuinely agreed to by the Company and employee.
- 7.2 The Company must ensure that the terms of the IFA:
 - a) are about permitted matters under section 172 of the Act; and
 - b) are not unlawful terms under section 194 of the Act; and
 - c) result in the employee being better off overall than the employee would be if no IFA was made.
- 7.3 The Company must ensure that the IFA:
 - a) is in writing; and
 - b) includes the name of the Company and employee; and
 - c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i) the terms of the Agreement that will be varied by the IFA; and

- ii) how the IFA will vary the effect of the terms; and
- iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA; and
- e) states the day on which the IFA commences.
- 7.4 The Company must give the employee a copy of the IFA within 14 days after it is agreed to.
- 7.5 The Company or employee may terminate the IFA:
 - a) by giving no more than 28 days written notice to the other party to the IFA; or
 - b) if the Company and employee agree in writing at any time.

8 CLASSIFICATION STRUCTURES

8.1 Classifications and Rates of Pay

- 8.1.1 Rates of Pay are detailed in Appendix I of this Agreement. The Rates of Pay in Appendix I of this Agreement have been calculated by using the wage increases referred to in clause 8.3.1. The Rates of Pay stated in Appendix I of this Agreement will not be further increased by the wage increases referred to in clause 8.3.1. Classifications are detailed in Appendix II of this Agreement.
- 8.1.2 Relativities for Labourer/Yard Labourer rates will be based off the Trade Assistant rate as listed in this Agreement.
- 8.1.3 Relativities for Trade Assistant rates will be based off the Tradesperson rate as listed in this Agreement.

8.2 Apprentices

8.2.1 An employee enrolled into an approved apprenticeship shall be paid a minimum rate of pay calculated on the following percentages of the relevant *Tradesperson classification* pay rate outlined in Appendix I of this Agreement:

	% of Tradesperson classification rate		
Stage of Apprenticeship	Junior Apprentice	Adult Apprentice	
1	55	80	
2	65	86	
3	75	88	
4	88	92	

- 8.2.2 The *Tradesperson classification* means the pay rate which is applicable at that time under the Agreement.
- 8.2.3 A person employed under this Agreement as a Trades Assistant immediately prior to entering into a training contract as an adult apprentice will not suffer a reduction in their minimum rate. The employee will continue to be paid that rate of pay unless/until the relevant adult apprentice rate (calculated in accordance with clause 8.2.1) exceeds this amount at which point, the employee will be paid in accordance with clause 8.2.1 until the completion of the apprenticeship.
- 8.2.4 A person employed under this Agreement and paid higher than that of a Trades Assistant immediately prior to entering into a training contract as an adult apprentice will be paid the minimum rate of pay paid to a Trades Assistant (as set at that point in time) and will continue to be paid that rate of pay unless/until the relevant adult apprentice rate (calculated in accordance with clause 8.2.1) exceeds this amount at which point, the employee will be paid in accordance with clause 8.2.1 until the completion of the apprenticeship.
- 8.2.5 In the event that a person is employed under this Agreement as a Tradesperson, and that person enters into a training contract as an adult apprentice in a different trade, they will be paid in accordance with clause 8.2.4 except during times at which they are asked and agree to spend a period of time working as a Tradesperson in the trade for which they have a trade qualification. Any such time spent doing so will be paid for at the Tradesperson rate until they resume work as an adult apprentice,

8.2.6 Apprentice travel allowances will be based on those set by the appropriate award.

8.3 Wage Increases

- 8.3.1 The Company will increase the minimum rates of pay and employees' actual rate of pay as follows:
 - a) From the first pay period commencing on or after the date on which the Agreement takes effect, a 5.0% increase (backdated to 1 July 2024 for existing employees and paid in accordance with clause 8.3.2 below);
 - b) From the first pay period commencing on or after 1 July 2025, a 4% increase; and
 - c) From the first pay period commencing on or after 1 July 2026, a 4% increase.

8.3.2 For the avoidance of doubt:

- a) For any existing employees employed by the Company as at the date on which the Agreement is made (being the date on which a majority of employees cast a valid vote in favour of the Agreement's approval by the Fair Work Commission), the 5.0% increase referred to in clause 8.3.1(a) will be back-dated to 1 July 2024, with a lump sum back-payment being processed within 2 weeks of the vote.
- b) For any employees employed by the Company after the date on which the Agreement is made, the 5.0% increase referred to in clause 8.3.1(a) will apply from the latter of:
 - i the date on which the Agreement takes effect; or
 - the date on which the employee commences employment for the Company, and no amount of back pay will be paid.

8.4 Electrical tradespersons competency framework

- 8.4.1 During the life of this Agreement, a skills competency profile will be developed for the electrical tradespersons covered by this Agreement by an agreed skills assessor, as specified at clause 8.4.8. These skill profiles are based on the classification and skill recognition provisions in the *Manufacturing and Associated Industries and Occupations Award 2020* ("Award") and the National Metal & Engineering Competency Standards. To the extent of any inconsistency, these skill competency profiles will prevail over the classification structure at Appendix II of this Agreement.
- 8.4.2 In August of each year, employees will be able to submit claims to be reclassified to a higher classification level under the applicable trade competency skills profile arising under clause 8.4.1. Reclassification claims submitted in accordance with the terms of this clause will be determined by a skills assessor as specified under clause 8.4.8. The Company will pay the costs associated with the agreed assessor determining the reclassification claim. All parties will accept the decision of the skills assessor as final.
- 8.4.3 In accordance with the subsequent provisions of this clause, such reclassification claims will be determined in accordance with the terms of the Award and the industry guidelines for the implementation of competency standards.
- 8.4.4 The Tradesperson classification in this Agreement will be considered equivalent to the C10 classification contained in the Award for the purposes of wage relativities. Where an employee is reclassified to a higher classification level following the process outlined in clause 8.4.2, the percentage pay rate increase relative to the C10 classification as outlined in table A.3.1 in the Award will be applied to the Tradesperson classification and minimum hourly rate at Appendix I of the Agreement.
- 8.4.5 Any successful employee reclassification claims and associated wage increase arising from an employee claim under this clause will take effect and be paid from the start of the first pay period commencing on or after the date on which the employee concerned submitted the reclassification claim. Reclassification claims will not be formally accepted by the Company prior to 1 August in any year. No employee will suffer a loss of remuneration because of a reclassification outcome. Any employee who is classified at a lower level than that for which they are currently being paid will be provided with a development program to reach their current level, as per clause 8.4.6.
- 8.4.6 Tradespersons who are/were not reclassified to the classification level that is generally applicable to the majority of the Company's electrical tradespersons on the site will be provided with a development program, which will often include on the job training where appropriate, to give them

- the opportunity to achieve that classification level. The Company notes the provision of on the job training may not be suitable in all circumstances.
- 8.4.7 For the avoidance of doubt, an employee claiming a classification change must meet the skills competencies of this classification. Furthermore, these competencies must be required by the Company to be exercised and utilised by the employee in the course of their employment.
- 8.4.8 The assessor for electrical trades employees covered by this Agreement will be Australian Workforce Development and Assessment Pty Ltd. In the event Australian Workforce Development and Assessment Pty Ltd is not available to conduct an assessment within a reasonable timeframe, the Company and the ETU will consult and agree on another suitably qualified assessor (unless the ETU does not wish to engage in the process, in which case, then Company will appoint another suitably qualified assessor at its discretion).

8.5 Higher Duties

- 8.5.1 Where an Employee, on any one day, performs two or more classes of work to which different rates of pay are applicable, the Company will pay the Employee the higher hourly rate for the entire day if the Employee is required to work in that higher class of work for more than 2 hours.
- 8.5.2 Where an Employee, on any one day, performs two or more classes of work to which different rates of pay are applicable for less than 2 hours, the Company will pay the Employee the higher hourly rate for the time so worked at that higher classification (and not for the entire day).

9 HOURS OF WORK

9.1 Ordinary Hours

- 9.1.1 The ordinary working hours will be eight hours per day Monday to Friday with 0.4 hours per day for a 38-hour week accruing for Rostered Days Off (RDOs). The accrual applies on all ordinary days worked (except RDOs) and paid leave. An RDO will be taken as provided below in clause 9.4.
- 9.1.2 Employees are entitled to an unpaid meal break of 30 minutes, and a paid fifteen (15) minute morning break.
- 9.1.3 Ordinary hours are to be worked as directed by the Company between 6.00am and 6.00pm ("Spread of Hours").
- 9.1.4 The Company may reach agreement with the majority of employees at a specific site or sections of it to alter the Spread of Hours. Where agreement is reached with the majority of employees at a specific site, or a section, or sections of it to alter the Spread of Hours in this clause, that agreement binds all such employees at the specific or section provided the agreement reached is kept by the Company as a time and wages record.
- 9.1.5 Where the company requires a change to the regular shift pattern of an employee, the company will provide 4 weeks' notice. This notice period may be lesser by mutual agreement between the company and effected employee.
- 9.1.6 The maximum active working hours per day will be 14 hours (not including meal breaks and/or rest breaks).

9.2 Payment for ordinary shifts

- 9.2.1 Day shift An employee whilst on day shift shall be paid at ordinary rates.
- 9.2.2 Afternoon shift An employee whilst on afternoon shift shall be paid a 15% shift loading.
- 9.2.3 Night Shift An employee whilst on night shift shall be paid a 30% shift loading.

9.3 Shift Penalties Not Cumulative

9.3.1 Any overtime penalties, public holiday penalties and/or weekend loadings paid in accordance with this Agreement are paid in substitution for and are not cumulative upon the shift penalties prescribed

in <u>clauses 9.2.2</u> and $\underline{9.2.3}$. Such shift penalties will also not be paid during any periods of leave, except RDOs.

9.4 Rostered Day Off

- 9.4.1 Subject to <u>clause 9.1</u>, agreement will be reached by the Company and employees as to which day will be taken as a RDO when such entitlement is due. The Company may introduce a method of rostering the RDOs for an employee or group of employees to meet operational requirements.
- 9.4.2 RDOs may be banked (to a maximum of 10 RDOs at any one time) and may be taken individually or as a group of consecutive days, as agreed between the Company and an employee.
- 9.4.3 An employee who has banked 10 RDOs may elect to take further accrued RDOs as payment in lieu. An employee who elects to take payment in lieu of an RDO, agrees that any additional hours worked as a result of not taking the RDO are reasonable additional hours.
- 9.4.4 Any disputes arising from this clause will be resolved through the dispute settlement procedure of this Agreement.
- 9.4.5 Where RDOs are to be taken on consecutive working days, such RDOs will be subject to the Company's approval and the employee having given reasonable notice.
- 9.4.6 Employees will be paid all unpaid RDO accruals on termination.
- 9.4.7 If an employee or group of employees agree to work on a scheduled RDO, such work will be paid at the rate of time and one half of their ordinary rate. The employee(s) RDO balance will not be affected as a result of working the RDO.
- 9.4.8 The Company will ensure that one of the RDO's accrued in accordance with this clause will be taken on the first Monday of each December (in order to coincide with Union Picnic Day).

9.5 Reasonable Overtime to be worked

- 9.5.1 Subject to clause 9.5.8, the Company may require an employee to work reasonable overtime at overtime rates.
- 9.5.2 Where an employee works overtime from Monday to Saturday, that employee will be paid 150% of their classification hourly rate of pay for the first three hours and 200% of their classification hourly rate of pay until the completion of that period of overtime.
- 9.5.3 Where an employee works overtime on a Sunday, that employee will be paid 200% of their classification hourly rate of pay until the completion of that period of overtime.
- 9.5.4 In the absence of an agreement being made pursuant to <u>clause 15.5.2</u>, an employee who is required to work, or who works, overtime on a public holiday under this Agreement or where prescribed by the National Employment Standards, will be paid 250% of the classification hourly rate of pay until the completion of that period of overtime.
- 9.5.5 For the purposes of calculating overtime, each shift shall stand alone.
- 9.5.6 The Company must allow at least 10 consecutive hours off duty between shifts. Where an employee works without having had 10 consecutive hours off duty, the employee will be paid at double time until the employee is released from duty.
- 9.5.7 Reasonable notice will be given whenever possible where overtime is to be worked.
- 9.5.8 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - a) Any risk to the employee's health and safety:
 - b) The employee's personal circumstances including any family responsibilities;
 - c) The operational needs of the project, site or enterprise. Such operational needs include but are not limited to: unforeseeable delays in the programme, work that is critical in ensuring site access, housekeeping activities, and maintenance;

- d) The notice (if any) given by the Company of the requirement to work overtime and the notice by the employee to the Company of their intention to refuse it; and
- e) Any other relevant matter.

9.6 Overtime Meal Allowance

- 9.6.1 An employee who is required to work overtime later than 6:00pm will be paid an allowance of \$25.00 extra to meet the cost of a meal.
- 9.6.2 This meal allowance will not be payable in circumstances where either the Distant Work or Remote Location payments are made as per <u>clause 10.1</u> and <u>clause 10.2</u>.

10 FARES AND TRAVEL

10.1 Distant Work Payment

- 10.1.1 When employees are directed to work on a site at such a distance from their usual place of residence that they cannot reasonably return to their residence at the completion of work ("Distant Work"), the Company will provide adequate accommodation and, where possible, provide adequate meals for the duration of such Distant Work. Where it is not possible for the Company to provide adequate meals, the Company will endeavour to ensure that employees have reasonable access to facilities for food preparation and cooking.
- 10.1.2 Where the Company provides accommodation but where meals are not supplied, a Distant Work allowance of \$80 per day will be paid to cover the cost of meals and incidentals, and no further allowances will be payable.
- 10.1.3 If the Company does not provide accommodation in such circumstances (for example, where an employee is required to sleep in a tent or swag due to building transportation requirements), the Remote Location Payment (below) will be paid in lieu of the Distant Work allowance.
- 10.1.4 The Distant Work allowance will not be paid on weekends where an employee returns home.

10.2 Remote Location Payment

- 10.2.1 A Remote Location will be defined as a location more than 40 kilometres from an urban centre with a population greater than 14,000.
- 10.2.2 Where employees are employed on a site at a Remote Location, they will be paid a meal allowance of \$110 per night whilst engaged at the Remote Location. The \$110 meal allowance must be authorised prior to the commencement of the work, and be approved by a Senior Manager.
- 10.2.3 The Remote Location payment will be paid in lieu of and not in addition to the Distant Work payment in <u>clause 10.1</u> above.

11 TOOL ALLOWANCE

11.1 Tool Allowance

11.1.1 For supplying and maintaining tools ("Personal Hand Tools") as per Appendix III, employees will be paid weekly allowances as follows;

Carpenter	Electrician	Plasterer
\$20.00	\$20.00	\$20.00

- 11.1.2 Apprentices and Trade Assistants required to supply Personal Hand Tools will be paid the tool allowance at the appropriate Tradesperson rate.
- 11.1.3 Any repairs or maintenance required for Personal Hand Tools will be at the cost of the employee.
- 11.1.4 The Company will provide and maintain all other tools required in the performance of their work.
- 11.1.5 In lieu of a tool allowance, the Company will provide on a per truck basis, tools required to perform transport duties.

- 11.1.6 The company will provide all other employees covered by this Agreement all of the tools required in the performance of their work and will not be paid a tool allowance.
- 11.1.7 Employees required to hold a GRADE A Electrical license will be paid an allowance of \$70.00 per week.
- 11.1.8 No other allowances will be paid unless specified in this agreement.

12 CONTRACT OF EMPLOYMENT

12.1 Engagement of Employees

- 12.1.1 Applicants may be required to undertake a pre-employment physical/medical assessment, the cost of which will be borne by the Company. Any employee who knowingly provides false information in their application or in the medical may be dismissed.
- 12.1.2 All employees will initially be engaged on probation for a period of six (6) months.
- 12.1.3 All new employees will undergo an industry approved safety induction programme.
- 12.1.4 All employees will be employed as per the classifications outlined in Appendix II.

12.2 Full-Time Employment

12.2.1 A full-time employee is an employee who works 38 ordinary hours per week.

12.3 Part-time Employment

- 12.3.1 A part-time employee is an employee who works fewer than 38 ordinary hours per week and has reasonably predictable hours of work.
- 12.3.2 Employees may be employed on a part-time basis under the following conditions:
 - a) An employee so engaged will be paid the hourly rate prescribed for the classification in which the employee is engaged;
 - b) An employee who is currently working full-time who wishes to change to part-time employment may do so if the Company agrees and vice versa;
 - c) The employee's ordinary hours will be within the days and span of hours set out in this Agreement, and the days to be worked, the number of hours to be worked and commencing times for work will be agreed in writing, and a copy of the agreement to be provided to the employee by the Company; and
 - d) Part-time employees will accrue leave entitlements on a pro-rata basis according to the proportion of the usual average week that they work.

12.4 Casual Employment

- 12.4.1 A person is a casual employee if:
 - the employment relationship is characterised by an absence of a firm advance commitment to continuing and indefinite work; and
 - b) the employee is entitled to a casual loading.
- 12.4.2 A casual employee is entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except annual leave, paid personal/carer's leave, paid community service leave, notice of termination and redundancy benefits.
- 12.4.3 The Company, when engaging a person for casual employment, must inform the employee, in writing, that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked, and the relevant rate of pay.
- 12.4.4 A casual employee is entitled to payment for a minimum of four (4) hours' work per engagement.

- 12.4.5 A casual employee must be paid a casual loading of 25% for ordinary hours as provided for in this Agreement. The casual loading is paid as compensation for annual leave, personal/carer's leave, community service leave, notice of termination and redundancy benefits and public holidays not worked.
- 12.4.6 A casual employee required to work overtime or weekend work will be entitled to the relevant penalty rates:
 - a) where the relevant penalty rate is time and a half, the employee must be paid 175% of the ordinary time hourly rate (inclusive of casual loading) prescribed for the employee's classification; and
 - b) where the relevant penalty rate is double time, the employee must be paid 225% of the ordinary time hourly rate (inclusive of casual loading) prescribed for the employee's classification.
- 12.4.7 A casual employee required to work on a public holiday prescribed by the National Employment Standards must be paid 275% of the ordinary time hourly rate prescribed for the employee's classification of this Agreement (inclusive of casual loading).
- 12.4.8 Casual employment may be terminated by the giving of one hours' notice on either side, or the payment or forfeiture of an hours' pay.
- 12.4.9 Casual employees will be required to have appropriate footwear on commencement with the Company.
- 12.4.10 Notwithstanding clause 12.4.4 of the Agreement, a casual employee who would otherwise be employed under the terms and conditions of the *Joinery and Building Trades Award 2020* (if not for the existence and operation of the Agreement), will be entitled to payment for a minimum of six (6) hours' work per engagement.

12.5 Casual Conversion

12.5.1 A casual employee may convert their employment from casual to permanent after 6 months of employment in accordance with the NES.

13 ANNUAL LEAVE

13.1 Entitlement

- 13.1.1 For each year of service with the Company, an employee is entitled to four (4) weeks of paid annual leave; or, if the employee is a shift worker, five (5) weeks of paid annual leave.
- 13.1.2 Employees are entitled to accrue annual leave progressively during continuous service with the Company and accumulates from year to year.
- 13.1.3 The Company requests that employees give one (1) months' notice when applying for leave. However, at least two (2) weeks' notice must be given of a request to take leave.

13.2 Taking Leave

- 13.2.1 Paid annual leave may be taken for a period agreed between an employee and the Company. The Company must not unreasonably refuse to agree to a request by an employee to take paid annual leave.
- 13.2.2 The Company may require an employee to take accumulated Annual Leave in circumstances where at the time the direction is given, the employee has eight (8) weeks or more of accrued annual leave, provided the employee is given at least four (4) weeks' notice of the requirement to take leave.
- 13.2.3 Payment of annual leave is based on the ordinary rate of pay and will be paid in accordance with the National Employment Standards.

- 13.2.4 Annual leave loading is not payable, as such entitlement has been incorporated into employee remuneration as detailed in clause 8.
- 13.2.5 Periods of accrued but untaken annual leave will be paid out to an employee on termination.
- 13.2.6 Leave without pay will not be approved where an employee has an accrued leave balance, unless in the case of extenuating circumstances. Such approvals are subject to the employees providing the Company with reasonable evidence for the requested absence.

13.3 Shutdown Period(s)

- 13.3.1 The Company may direct an employee to take paid annual leave during all or part of a period where the Company shuts down the business, part of the business, or a site where the employee works.
- 13.3.2 If an employee does not have sufficient accrued annual leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued.

14 PERSONAL LEAVE

14.1 Definitions

For the purposes of this clause:

"Sick leave" is absence from work due to personal illness or injury.

"Carer's leave" is absence from work for the purposes of caring for an immediate family or household member who requires care or support because of a personal illness or injury or unexpected emergency affecting the member.

"Immediate Family" means:

- a) your spouse, de facto partner, child, parent, grandparent, grandchild or sibling;
- b) a child (including adopted child, step-child, ex-nuptial child or adult child) of your spouse or your de facto partner; or
- a parent, grandparent, grandchild or sibling of your spouse or your de facto partner.

14.2 Entitlement

- 14.2.1 The term *personal/carer's leave* effectively covers both sick and carer's leave. The minimum entitlement of paid personal/carer's leave for an employee (other than casual employee) is (10) days per year.
- 14.2.2 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. Personal/carer's leave continues to accrue when an employee takes a period of paid personal/carer's or paid annual leave.

14.3 Notification

- 14.3.1 The employee will notify the Company prior to the commencement time of the day's work, or as soon as practicable of their inability to attend for duty due to illness, injury or other circumstances as identified in this clause.
- 14.3.2 A Company representative must also be informed of the estimated or expected period of the absence.

14.4 Evidence

- 14.4.1 To be entitled to paid personal leave, employees are required to provide the Company with reasonable evidence that the absence was a result of personal ill health or injury.
- 14.4.2 To be entitled to paid carer's leave, employees are required to provide the Company with reasonable evidence that the employee took the leave to provide care or support to a member of the employee's

- Immediate Family or a member of the employee's household who required care or support because of a personal illness or injury or unexpected emergency affecting the member.
- 14.4.3 An employee may take two (2) separate, single-day absences (for personal leave or carer's leave purposes) without production of a medical certificate or other form of evidence within any twelve (12) month period.
- 14.4.4 An employee is required to produce a medical certificate from a registered health practitioner where:
 - a) the personal leave or carer's leave is taken either on the last working day before or the first working day after a public holiday or RDO; and/or
 - b) the period of absence is more than one (1) working day in duration; and/or
 - c) the employee has taken two (2) separate, single-day absences without production of a medical certificate in the preceding twelve (12) month period (in accordance with clause 14.4.3). All personal leave after this will require a medical certificate whether the employee is entitled to be paid or not; and/or
 - d) otherwise at the Company's request.
- 14.4.5 If it is not reasonably practicable to provide a medical certificate, a statutory declaration can be provided.

14.5 Compassionate Leave

- 14.5.1 An employee is entitled to two (2) days paid compassionate leave per occasion when a member of the employee's immediate family or a member of the employee's household contracts or develops a personal illness that poses a serious threat to their life or sustains a personal injury that poses a serious threat to their life or dies.
- 14.5.2 Employees will be entitled to a further three (3) days' paid compassionate leave per occasion where the leave relates to:
 - a) the employee's child;
 - b) the employee's partner; or
 - c) a member of the employee's household.
- 14.5.3 Payment for the period of absence will be subject to the employee providing the Company, to its satisfaction, with reasonable evidence of the death or illness.
- 14.5.4 Where the employee received notification of the death while at work, the amount of leave will be extended to include the balance of that shift.
- 14.5.5 Such leave will not accrue from year to year and will not be paid out on termination.

14.6 Cashing out of Personal Leave

- 14.6.1 An employee may elect to cash out a maximum of five (5) days' paid personal leave, in any twelve-month period. Such a request is not subject to the Company's approval.
- 14.6.2 In order for the cashing out to occur, the employee must have sufficient personal leave accrued to retain a minimum balance of fifteen (15) days' personal leave after the equivalent payment in lieu is made.
- 14.6.3 Each cashing out of a particular amount of paid personal leave must be by separate agreement in writing between the Company and the employee.
- 14.6.4 An employee can only elect to cash out once in any twelve-month period.

15 OTHER LEAVE

15.1 Parental Leave

15.1.1 An employee will be entitled to Parental Leave in accordance with the Act and in accordance with Company policy.

15.1.2 As per <u>clause 3.4</u> of this Agreement, and notwithstanding clause 15.1.1, any such Company policy containing parental leave provisions is not incorporated into this Agreement and will be subject to change from time to time at the Company's discretion.

15.2 Long Service Leave

- 15.2.1 Where an employee is eligible for coverage under CoINVEST (in accordance with the *Construction Industry Long Service Leave Act 1997* (VIC)), the Company will pay the necessary contributions into their account at CoINVEST.
- 15.2.2 Where an employee is not eligible for coverage under CoINVEST (in accordance with the Construction Industry Long Service Leave Act 1997 (VIC)), the employee will be entitled to long service leave in accordance with the Long Service Leave Act 2018 (VIC).

15.3 Domestic or family violence leave

- 15.3.1 An employee (other than casual employees) experiencing family or domestic violence will have access to leave in accordance with Company policy.
- 15.3.2 Any policy set by the Company in relation to this clause must meet the minimum conditions as set out by the NES and the Award.
- 15.3.3 As per <u>clause 3.4</u>, this policy is not incorporated into this Agreement and will be subject to change from time to time at the Company's discretion.

15.4 NAIDOC Leave

15.4.1 Employees who identify as Aboriginal or Torres Strait Islander may be granted up to one day paid leave for NAIDOC week.

15.5 Public Holidays

15.5.1 Public holidays are provided for in the NES and are specific to the State or region in which the employee is engaged to perform work.

15.5.2

The Company and an employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES and/or substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

15.5.3 Any work performed on a public holiday (whether it be as part of an employee's ordinary hours or as overtime) will be paid at 250% of the classification hourly rate of pay until the completion of that period of work or midnight on the public holiday (whichever happens first).

16 TERMINATION OF EMPLOYMENT

16.1 Notice required by the Company and Employee

16.1.1 In order to terminate the employment of an Employee, other than that of a casual, the Company will give the employee the following notice:

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	4 weeks

- 16.1.2 In addition to the above periods of notice, for terminations at the initiative of the Company only, employees over 45 years of age at the time of giving notice with not less than 2 years continuous service will be entitled to an additional week's notice.
- 16.1.3 The period of notice in this clause does not apply:

- a) in the case of dismissal for serious misconduct (in accordance with clause 16.2 below);
- b) to employees engaged for a specific period of time or for a specific task or tasks and whose employment is terminated at the end of this specific period or task;
- c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement; and/or
- d) to casual employees.
- 16.1.4 The notice of termination required to be given by an employee will be the same as that required of the Company, except that there is no additional notice based on the age of the employee concerned.
- 16.1.5 Should an employee not provide the requisite notice as stated above, the Company may withhold an amount from any monies due to the employee on termination equivalent to the wages the employee would have earned had they worked during the notice period (provided such monies are not unlawfully deducted from an employee's NES entitlements).
- 16.1.6 Nothing in this clause will affect the right of the Company to dismiss an employee without notice for serious misconduct.

16.2 Summary dismissal

- 16.2.1 Nothing in this clause limits the Company from terminating the contract of employment immediately for reasons of serious and wilful misconduct on the part of the Employee.
- 16.2.2 Summary dismissal includes if an employee behaves in a manner deemed as dangerous or grossly negligent or otherwise unacceptable.
- 16.2.3 Serious misconduct is where an employee is terminated for misconduct, including:
 - a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - b) conduct that causes serious and imminent risk to:
 - i the health or safety of a person; or
 - ii the reputation, viability or profitability of the Company's business.
 - c) the employee, in the course of the employee's employment, engaging in:
 - i theft; or
 - ii fraud; or
 - iii assault;
 - d) the employee being intoxicated at work;
 - e) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.
- 16.2.4 In such circumstances, payment will be made up to the time of dismissal only and no notice of termination is payable whatsoever.

16.3 Stand Down

- 16.3.1 The Company may stand down an employee if the employee cannot be usefully employed in productive work because of an industrial dispute, or because of machinery breakdown or a stoppage or downturn of work that the Company is not reasonably responsible for.
- 16.3.2 An employee is not entitled to payment when stood down.

16.4 Other Employment and Conflict of Interest

- 16.4.1 Employees will promptly disclose to the Company any additional employment that they contemplate or attend which relates to or is in competition with the Company that may result in a conflict of interest.
- 16.4.2 The Company will assess the real or potential conflict in any individual case and instruct the employee accordingly. Conflict of interest is a ground for termination of employment.
- 16.4.3 This does not automatically exclude any employee from having a second part-time job.

17 REDUNDANCY

17.1 Applicability of this Clause

- 17.1.1 A redundancy occurs where an employee's employment is terminated:
 - a) at the Company's initiative because the Company no longer requires the job done by the employee to be done by anyone, or
 - b) because of the insolvency or bankruptcy of the Company.

17.2 Consultation prior to Redundancy

17.2.1 The Company will consult with relevant employees regarding the redundancy in accordance with clause 4.

17.3 Options before Redundancy

- 17.3.1 The Company will explore all reasonable options available to avoid or mitigate redundancies. This includes, but is not limited to, offering employees the opportunity to nominate for a voluntary redundancy.
- 17.3.2 A nomination for a voluntary redundancy does not guarantee a voluntary redundancy will be granted by the Company and the Company is under no obligation to accept the nomination.

17.4 Job search entitlement

- 17.4.1 An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time-off without loss of pay during each week of notice for the purpose of seeking other employment.
- 17.4.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

17.5 Severance Pay

17.5.1 An employee whose employment is terminated as a result of their position becoming redundant as described in <u>clause 17.1</u> is entitled to the following severance pay:

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

- 17.5.2 In the above table, *weeks' pay* means the employee's base rate of pay for his/her ordinary hours of work.
- 17.5.3 For the avoidance of doubt, *continuous service* in the above table will include service prior to the transmission of business which occurred in October 2010.
- 17.5.4 Severance pay is not applicable:
 - a) to employees with less than one years' continuous service;

- b) where employment is terminated as a consequence of conduct which justifies dismissal without notice; and/or
- c) to casual employees or employees engaged for a specific period of time, or for a specific task or tasks.
- 17.5.5 For the avoidance of doubt, and notwithstanding section 123(4)(a) of the Act, an apprentice employed under this Agreement will be entitled to redundancy pay in accordance with this clause.

18 SUPERANNUATION

18.1 Superannuation

- 18.1.1 The Company will contribute superannuation payments for all employees in accordance with superannuation guarantee legislation, including the *Superannuation Guarantee (Administration) Act* 1992 (Cth).
- 18.1.2 The Company will make the required superannuation contributions to all existing Employees' chosen/stapled superannuation funds.
- 18.1.3 For any new employees (who are employed upon or after the commencement of this Agreement), the Company will initially take the necessary steps to determine the employee's existing (stapled) superannuation fund. In the event the Company is unable to determine which fund is the employee's existing (stapled) superannuation fund, the employee will be asked and entitled to nominate a registered superannuation fund of their choice (provided the fund offers a MySuper Product). Should the employee not nominate a registered superannuation fund, contributions will be made on the employee's behalf to the CBUS fund (provided it offers a MySuper Product). Employees wishing to change funds will be responsible for the exit fees.
- 18.1.4 The rate of contribution will be as specified in the applicable legislation.
- 18.1.5 Superannuation contributions will be made on a pro-rata basis per ordinary day worked or while employees are on paid leave. No superannuation contributions will be made for unpaid leave.

19 PAYMENT OF WAGES

19.1 Payment of wages

- 19.1.1 Wages will be paid weekly through electronic funds transfer for all employees into their nominated financial institution account.
- 19.1.2 On becoming aware of any overpayment to an employee, the Company will immediately notify the employee and set a reasonable payback period.

19.2 Payment on termination of employment

19.2.1 The Company will pay final wages and any accrued but unused leave entitlements (to which an employee is entitled to be paid on termination of employment) within seven (7) days after the day on which an employee's employment terminates.

20 DEDUCTIONS

20.1 Income Protection Insurance

- 20.1.1 An employee covered by this Agreement may elect, in writing, to the Company to pre-tax salary sacrifice wages to contribute towards the premium for a income protection policy through a provider of their choice.
- 20.1.2 The Company shall facilitate and remit the relevant payments onto the employees nominated Income Protection provider as determined by the Provider.
- 20.1.3 Employees shall not change their income protection provider once they initially nominate who their provider shall be.

21 TRAINING & DEVELOPMENT

The Company will facilitate quality training and development of its employees.

21.1 Training Approval

- 21.1.1 Company Management will approve training provided it is structured to meet business needs. When determining the training required for individual employees, the following criteria will be used:
 - a) business needs;
 - b) individual employee(s) current skills; and
 - c) individual employee(s) desired career path.
- 21.1.2 The principle of "skills attained must be utilised and maintained" applies to all training and career path movements.
- 21.1.3 Should training be approved and where reasonably possible to accommodate, priority will be afforded to nationally recognised licensing or certification training.
- 21.1.4 Employees who seek to increase their skills through further education that is not required by the Company are encouraged to do so.
- 21.1.5 At the discretion of the Company, the course fees and text books required for such courses may be reimbursed by the Company. The decision on reimbursement of any fees will be based on the relevance of the course to the Company's present and future needs.

21.2 Attending Training

- 21.2.1 Wherever practicable approved training courses will be attended by employees during ordinary time without loss of pay.
- 21.2.2 Where training is for part of the shift only, employees will be required to attend work to complete any remaining ordinary hours for that shift.
- 21.2.3 Where it is not practicable for an employee to attend an approved training course during ordinary time, then the employee can attend the training in substitution of ordinary time, where agreed.
- 21.2.4 On any day an employee attends an approved training course in addition to ordinary hours (subject to any arrangement under clause 20.2.3 above) then attendance at such approved training course will be paid at the employee's base rate of pay.
- 21.2.5 Other than as prescribed in clauses 20.2.1 to 20.2.3 inclusive, the maximum payment for any time spent in attending an approved training course will be 8 hours on any day.

22 SECURITY OF EMPLOYMENT

22.1 Supplementary labour

- 22.1.1 The parties accept that contractors and labour hire staff have a role on Company and/or client sites to provide supplementary labour to meet peak workload situations or to undertake specialist work when the required skills are not available amongst the Company's employees.
- 22.1.2 Nothing in this clause prevents the Company from engaging either contractors or labour hire staff to supplement the Company's capacity for a finite period or in unforeseen circumstances.
- 22.1.3 The Company will ensure that all supplementary labour is engaged on lawful terms and conditions.

22.2 Commitment

22.2.1 The Company commits to maximising job security for its employees. In doing so, the Company commits to attempting to allocate any surplus of work to existing employees, before engaging contractors and/or labour hire staff to perform such surplus work.

- 22.2.2 The Company advises that it is its preference to use in-house employees over contractors and labour hire workers to undertake work at the Company's sites and client sites (which includes working overtime or living away from home for periods of time) provided they have the skills, willingness and availability to undertake the work and the work can be undertaken in a reasonable period of time (taking into account site and off-site requirements).
- 22.2.3 The Company will actively support the skills of Company employees being upgraded with training to minimize the need for contractors, labour hire and casuals.

23 PERSONAL PROTECTIVE CLOTHING

23.1 Requirement

- 23.1.1 Employees will be required to wear appropriate clothing in an effort to provide protection from the harmful effects of UV exposure.
- 23.1.2 It is a condition of employment with the Company that whilst working on site, employees are required to wear hard hats, steel capped boots and appropriate protective clothing at all times.

23.2 Supply

- 23.2.1 The Company will supply protective clothing to all employees except for work boots for new employees.
- 23.2.2 Additional personal protective equipment e.g., gloves, eye protection, dust masks, sun protection will be supplied where required.

23.3 Work Boots

- 23.3.1 Work boots for new employees will only be supplied by the Company after a new employee has completed the probationary period with the Company. After this time, boots will be replaced on a fair wear and tear basis on the condition that old footwear is presented for inspection if required.
- 23.3.2 New probationary employees are required to supply their own boots.
- 23.3.3 Employees will be supplied with one pair of work boots per year up to the value of \$250+GST. If an employee buys their own boots the Company will reimburse the employee for an amount up to the value of the Company supplied boots.

24 TESTING & TAGGING

24.1 Personal Hand Tools only

- 24.1.1 The Company recognises it requires some employees to utilise their own electrical tools in the workplace in the performance of their duties ("Personal Hand Tools", see Appendix III 1 for list).
- 24.1.2 The Company commits to arranging and paying for Testing and Tagging of Personal Hand Tools to be undertaken by an accredited provider of the Company's choice, at the Company's premises. Records of Personal Tools tagged and tested under this process will be maintained by the individual Employee.
- 24.1.3 Notwithstanding this commitment, it is recognised that the employees must be proactive and vigilant for electrical risk to themselves and others when using Personal Tools or those provided by the Company.

25 FLU VACCINATIONS

25.1 Flu vaccinations

25.1.1 The Company will provide flu vaccinations to all employees covered by this Agreement who wish to receive a flu vaccination, on an annual basis, using a provider of the Company's choice.

26 HEALTH AND SAFETY

26.1 Commitment

- 26.1.1 The parties to this Agreement are committed to:
 - a) the safe operation of machinery and equipment;
 - b) the observance of safe working practices,
 - c) the proper use of all personal safety equipment; and
 - d) the safety and health of all employees and other persons who may enter the workplace.
- 26.1.2 To facilitate this all employees will be made aware of company OH&S policies, rules and procedures when they complete an induction prior to commencing work.

26.2 Responsibility

- 26.2.1 Employees must ensure that they adhere to the company's OH&S policies, rules and procedures at all times in the workplace. Any breach of the Company's OH&S policies, rules and procedures will be deemed to be misconduct and will lead to disciplinary action or dismissal.
- 26.2.2 Employees are responsible for the observance of company OH&S Policy in the workplace. They will take care and have responsibility of all safety equipment in the workplace including signage.

 Negligence of an employee associated with the loss of OH&S equipment or signage may result in the employee having to compensate for that loss to the company.
- 26.2.3 Employees will not undertake any task or operate any equipment that they have not been trained to perform safely. Any employee that is unsure whether he/she or a work colleague is competent to safely perform a task or operate equipment will not proceed and will notify the company immediately.
- 26.2.4 Smoking is not permitted inside Company premises (including toilets) or vehicles.
- 26.2.5 Before commencing work employees shall conduct a thorough risk assessment to identify and eliminate any hazards to themselves or other persons. If an employee cannot safely rectify these hazards he/she should not commence work and immediately notify Company management.
- 26.2.6 Employees should immediately notify Company management by completion of the relevant form if they injure themselves at work or subsequently become aware of any injury or disease that they may have sustained during the course of employment with the company.

26.3 First Aid Allowance

26.3.1 An employee holding a first aid qualification from St John Ambulance or equivalent and who is appointed by the Company to perform first aid duties will be paid a First Aid Allowance of \$25 per week.

27 DRUGS AND ALCOHOL

27.1 Drugs and alcohol

- 27.1.1 Under no circumstances will any employee affected by alcohol and/or affected by any other drug be permitted to work or operate any equipment on company projects.
- 27.1.2 Attending for work under the influence of alcohol and/or affected by any drug may be cause for disciplinary action or termination of employment.
- 27.1.3 Further, the parties agree that no alcohol and/or drugs will be permitted on Company or client sites and that employees shall not consume any alcohol during lunch, rest or crib breaks.

28 INCLEMENT WEATHER POLICY

28.1 Inclement Weather Policy

28.1.1 The nature of the work performed pursuant to this Agreement means that employees will be working in both undercover and open-air environments. This means the temperature at the workplace or client site does fluctuate in hot or cold weather. Work in dusty, windy, wet or muddy conditions may

- occur. It is a requirement of employees that they are able to work effectively under these conditions, where it does not pose a significant risk to Health & Safety.
- 28.1.2 As a part of the Company's commitment to provide a safe work environment to its employees, it is recognised that some employees may be affected differently in hot temperatures.
- 28.1.3 In circumstances where the temperature exceeds 35 degrees Celsius at the nearest Bureau of Meteorology Weather Observation Station to where the work is being performed, the Company will arrange for employees to have access to chilled water, ice collars, and fans, and the opportunity to take further rest breaks as designated.
- 28.1.4 Additionally, on days where the temperature is forecasted to exceed 35 degrees Celsius at the nearest Bureau of Meteorology Weather Observation Station to where the work will be performed ("Affected Location"), the Company, in consultation with employees who will be performing the work at the Affected Location, can agree for employees to commence work at 6:00am, provided there is adequate light at this time.
- 28.1.5 In circumstances where the temperature exceeds 37 degrees Celsius at the nearest Bureau of Meteorology Weather Observation Station to where the work is being performed, the Company will arrange for all affected employees to move into the shed or break-room or temperature controlled environment (if outdoors at the yard) or return to the yard (if 'on site') for altered duties to be performed undercover as directed, for example testing and tagging of tools, SOP training, SWSM training etc.
- 28.1.6 In circumstances as mentioned in clause 28.1.5, employees may elect to cease work for the remainder of the day without pay.
- 28.1.7 In circumstances where:
 - the temperature exceeds 37 degrees Celsius at the nearest Bureau of Meteorology Weather
 Observation Station to where the work is being performed; or
 - very heavy rain (greater than 8 mm per hour) is falling, and works must continue and cannot cease (i.e. because the employee is performing emergency work/install, or it is necessary to complete loading or offloading of a building), work may occur or continue pursuant to clauses 28.1.8 and 28.1.9 (below).
- 28.1.8 In order for the types of work referred to in clause 28.1.7 to occur or continue, it must be the case that:
 - such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety; and
 - the work will be paid at the rate of 200% of the employee's ordinary hourly rate, calculated to the end of the hour in which:
 - o such work can cease; or
 - o the temperature falls below 37 degrees Celsius; or
 - the heavy rain eases or ceases; or
 - o the employee reaches the rostered end of their shift, whichever occurs first.
- 28.1.9 In conjunction with clauses 28.1.7 and 28.1.8 (above), and in circumstances where the majority of an employee's clothing has become wet due to having had to work in very heavy rain, the employee will continue to be paid at the rate of 200% of the employee's ordinary hourly rate until the end of their shift, or until their clothing has completely dried, or until they have been able to change into a dry set of clothes (whichever occurs first).
- 28.1.10 An employee must seek and obtain approval from Company management prior to performing/continuing to perform work in accordance with clauses 28.1.7 and 28.1.8.
- 28.1.11 Clauses 28.1.7 and 28.1.8 do not apply if, whilst the emergency work/install, loading and/or unloading is taking place, an employee is in an air-conditioned cab or air-conditioned vehicle or air-conditioned other space, or sheltered area.
- 28.1.12 In circumstances where:

- the temperature exceeds 37 degrees Celsius at the nearest Bureau of Meteorology Weather Observation Station to where the work is being performed; and
- it is impracticable for the employee to move into a shed or break room or temperature controlled environment to perform altered duties undercover as directed, for example testing and tagging of tools, SOP training, SWSM training etc. (i.e. because there is no appropriate shed or break room or temperature controlled environment to which the employee has access at the location at which the employee is performing work and/or there are no altered duties available to be performed); and
- the employee cannot reasonably return to the yard to perform altered duties undercover as directed, for example testing and tagging of tools, SOP training, SWSM training etc.,

the employee may cease performing work and (if applicable) depart the work site and receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to such extreme heat is subject to a maximum of 32 hours' pay in any 4 week period for each employee.

28.1.13 An employee must seek and obtain approval from Company management prior to ceasing work and/or departing their place of work and receiving the ordinary hourly rate for ordinary hours in accordance with clause 28.1.11.

29 COMPANY PLANT, EQUIPMENT AND VEHICLES

29.1 Company Use Only

- 29.1.1 Where vehicles, plant or equipment are provided to employees, they are to be used for the purpose of Company business. They will not be used for personal or recreational use or for the carrying of passengers, unless authorised by the Company.
- 29.1.2 Company vehicles, plant and equipment will be driven and/or operated by employees only.

29.2 Employee Responsibilities

- 29.2.1 While an employee is given or is responsible for the use of plant, equipment or vehicles, employees will be responsible for the following:
 - a) Maintaining fuel, oil, water and any other fluid levels:
 - b) Notifying the Company that servicing and or maintenance is required;
 - c) Maintaining all interior and exterior appearance in a clean state;
 - d) Keeping vehicles and/or plant locked/secured and in a secure place at all times when not in use:
 - e) Reporting to the Company any damage, however slight;
 - f) Any liability arising from the carrying of unauthorised passengers, traffic infringements, breaches of road rules, or council/private parking regulations;
 - g) Keeping any logbook up to date;
 - h) Any liability to insurance excess will be the responsibility of the employee where the plant, vehicle or equipment is used for personal use:
 - i) Any liability to insurance excess where the driver/operator breaches the *Road Safety Road Rules* and is acting recklessly;
 - j) Any liability to insurance excess where the driver/operator is under the influence of alcohol or a prohibited drug; and
 - k) Where an employee is responsible for damage to the Company's or another person's property or equipment due to the Employee's negligence, the employee will be liable to pay for the damage.

30 NO EXTRA CLAIMS COMMITMENT

The parties covered by this Agreement agree that no extra claims will be made during the term of this Agreement.

31 SIGNATORIES TO THE AGREEMENT

The parties recognise that each has a responsibility to ensure the successful operation of this Agreement. The signatures below testify the fact that the Agreement has been endorsed by the Parties.

Executed for and on behalf of the Company:	Executed on behalf of the employees
Bircha	De grande de la constantina della constantina de
PRILENE ZINCKE Full Name of Signatory in BLOCK LETTERS	JAMES SPARKES Full Name of Signatory in BLOCK LETTERS
HUMAN RESOURCES MANAGER Position/Capacity to sign the Agreement	TEAM LEADER Position/Capacity to sign the Agreement
99 STUDLEY COURT, DERRIMUT Business Address of Signatory 3029	99 STUDLEY COURT DERRIMUT Business Address of Signatory 3029
22 · 10 · 24 Date	22.10.24 Date
Witness for company representative	Witness for employee representative
FULL Name of Signatory in BLOCK LETTERS	ROBERT BODD Full Name of Signatory in BLOCK LETTERS
,	99 STUDLEY COURT DERRIMUT Business Address of Signatory
22 · 10 · 24 Date	22 · 10 · 24 Date
	Date



APPENDIX I – MINIMUM HOURLY WAGE RATES

Full Time / Part Time Employees:

Classification	01 July 2024	01 July 25	01 July 26
Labourer/Yard Labourer	\$34.88	\$36.28	\$37.73
Trades Assistant / Storeman	\$37.75	\$39.26	\$40.83
Truck Driver	\$38.68	\$40.23	\$41.84
Tradesperson	\$40.88	\$42.52	\$44.22
Team Leader	\$44.97	\$46.77	\$48.64

APPENDIX II - CLASSIFICATION STRUCTURE

Classification of employees is to be determined by the nature of primary work undertaken.

Entitlement to these classifications will be determined by the employee's:

- Performance and ability
- Training Level / Qualifications
- Availability of the position within the organisational structure

Apprentices

- Follows all HSEQ policies and procedures at all times
- Successfully completed an accredited Induction Training for Construction General Course
- Able to take instruction and efficiently carry out such instructions
- Able to perform tasks of a General Labourer as required
- Performance of tasks incidental to their work
- Engaged under a relevant training contract approved by the relevant apprenticeship authority

Labourer / Yard Labourer

- Follows all HSEQ policies and procedures at all times
- Performs a range of general labouring tasks
- Successfully completed an accredited Induction Training for Construction General Course
- Possesses a current and valid Forklift license (if required)
- Operates a forklift in a safe manner (if required)
- Understands and applies quality control techniques
- Performance of tasks incidental to their work
- Assists with the movement of items/stock on an ad hoc basis
- Able to keep pace with production scheduling requirements
- Able to take instruction and efficiently carry out such instructions
- Ensure that the yard is kept clean, tidy and safe at all times
- Maintains a high standard of housekeeping within individual work areas

Trades Assistant / Storeman

- Follows all HSEQ policies and procedures at all times
- Maintains a high standard of housekeeping within individual work areas
- Successfully completed an accredited Induction Training for Construction General Course
- Completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level
- Able to perform tasks of a General Labourer as required
- Possesses a current and valid Forklift license (if required)
- Operates a forklift in a safe manner (if required)
- Inwards/Outwards stock control
- Performance of tasks incidental to their work
- Understands and applies quality control techniques
- Carrying out of tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions
- Operation of materials handling equipment requiring a licence or certificate
- Setting up and operation and adjustment of machinery to produce more detailed components to exact specifications and standards
- Fixing components or parts in pre-determined ways and simple rectification work to jobs in progress
- Assistance to other employees at this and other skill levels within their level of skill and training
- Other tasks as directed in accordance with their level of skill and training
- Completion of simple clerical tasks
- Selection of suitable methods for completing tasks and planning the order in which to complete them
- Problem solving skills

Tradesperson - Carpenter / Painter / Plasterer / Welder / Electrician

- Follows all HSEQ policies and procedures at all times
- Maintains a high standard of housekeeping within individual work areas
- Possesses relevant trade qualification
- Successfully completed an accredited Induction Training for Construction General Course

- Performance of non-trade tasks incidental to their work as required
- Understands and applies quality control techniques
- Carrying out of tasks from plans, sketches and drawings in conjunction with appropriate written or verbal instructions
- Selection of materials and operation of machinery and/or equipment to produce articles in accordance with trade standards
- Identification and initiation of relevant action to obtain materials, tools and machinery requirements for a particular job
- Maintenance and use of hand held pneumatic, power and personal tools
- Understanding and undertaking of basic quality control/assurance procedures on the work of employees in lower classifications
- Assisting in the provision of on-the-job training in conjunction with other tradespersons and supervisors
- Understanding and application of computer techniques as they relate to production process operations
- Operation of all lifting equipment incidental to their work
- Performance of non-trade tasks incidental to their work
- Approval and passing of first-off samples and maintenance of quality of product
- Operation, setting up and adjustment of all production machinery in a plant to the extent of their training
- Performance of a range of maintenance functions
- Other tasks as directed in accordance with their level of skill and training

Truck Driver

- Follows all HSEQ policies and procedures at all times
- Maintains a high standard of housekeeping within individual work areas
- Successfully completed an accredited Induction Training for Construction General Course
- Understands and applies quality control techniques
- Transport building modules and related materials
- Load / unload trucks in a safe and efficient manner
- Complete labouring tasks as required

Team Leader

- Follows all HSEQ policies and procedures at all times
- Identifies and potential health and safety hazards and ensures all staff are wearing appropriate safety equipment
- Successfully completed an accredited Induction Training for Construction General Course
- Has been deemed competent in the appropriate skill set by the company
- An employee at this level is able to perform tasks of a Trades Assistant / Tradesperson as required
- Responsible to the Supervisor for the production output of allocated work group(s)
- Communicates and directs the Supervisor's instructions to other shift personnel
- Provides one on one training to new start employees
- Provides training and instruction to all employees
- Understands and applies quality control techniques
- Suggest new methods and systems to improve productivity, safety, stock control and efficiency
- Exercises good interpersonal and communication skills
- Exercises discretion within the scope of this grade
- Performs work under limited supervision either individually or in a team environment
- Provides guidance and assistance as part of a work team
- Plans own work and the work of others and for the quantity and quality of the results of
- that work, particularly during disruptions caused by breakdowns etc.
- Identifies and in supervising others initiates, co-ordinates and monitors problem solving in
- the work area
- Maintains a high standard of housekeeping within individual work areas
- Ability to act as a Supervisor during times of leave as required

APPENDIX III – TOOL ALLOWANCE STRUCTURE

TOOLS REQUIRED (Item or Equivalent)			
CARPENTER	PLASTERER	ELECTRICIAN	
Tool Box - Rhino 1145 x 530 x 420mm	Tool Box - Rhino 1145 x 530 x 420mm	Tool Box - Rhino 1145 x 530 x 420mm	
Hand Trolley 250kg Flat Wheel	Hand Trolley 250kg Flat Wheel	Hand Trolley 250kg Flat Wheel	
Makita Combo Kit 18V 5.0AH 3 Pc (Hammer drill, impact driver, angle grinder, 2x battery, charger)	Makita Combo Kit 18V 5.0AH 3 Pc (Hammer drill, impact driver, angle grinder, 2x battery, charger)	Makita Combo Kit 18V 5.0AH 3 Pc (Hammer drill, impact driver, angle grinder, 2x battery, charger)	
Makita 18V 5.0Ah Lithium-Ion Battery	Makita 18V 5.0Ah Lithium-Ion Battery	Makita 18V 5.0Ah Lithium-lon Battery	
Leather Construction Apron	Leather Construction Apron	Leather Tool Belt	
Claw Hammer - Estwing	Claw Hammer - Estwing	Claw Hammer - Estwing	
300mm Combination Square - Lufkin	300mm Combination Square - Lufkin	8m Tape Measure - Fatmax	
4 pc Chisel Set - Irwin	4 pc Chisel Set - Irwin	Stanley Knife - Utility Folding - Irwin	
8m Tape Measure - Fatmax	8m Tape Measure - Fatmax	Tinsnip Aviation Wiss - Left / Right 2 pc Combo	
Lufkin Folding Ruler	Lufkin Folding Ruler	Rivet Gun - Kincrome	
Stanley Knife - Utility Folding - Irwin	Stanley Knife - Utility Folding - Irwin	215mm Caulking Gun - Dripless	
Tinsnip Aviation Wiss - Left / Right 2 pc Combo	Tinsnip Aviation Wiss - Left / Right 2 pc Combo	Hack Saw - Eclipse Professional	
Rivet Gun - Kincrome	Rivet Gun - Kincrome	Small Holesaw Arbor - Sutton 14 - 30mm	
Chalk Line Reel DeWalt 30m with Chalk	Chalk Line Reel DeWalt 30m with Chalk	Large Holesaw Arbor - Sutton 32-152mm	
215mm Caulking Gun - Dripless	215mm Caulking Gun - Dripless	300mm Spirit Level	
Nail Punch - 3 Pc Set DeWalt	Nail Punch - 3 Pc Set DeWalt	Linesman Pliers (x3)	
Spade Bit Set - Irwin 6Pc	Spade Bit Set - Irwin 6Pc	Electrician Screw Driver Set	
Hack Saw - Eclipse Professional	Hack Saw - Eclipse Professional	Cable Crimper	
Pliers - Kincrome 3 Piece Set	Pliers - Kincrome 3 Piece Set	Parrot Beak Cable Cutters	
2 x 300mm Quick Grip Clamps - DeWalt	2 x 300mm Quick Grip Clamps - DeWalt	Torch- Makita Skin 18V	
Small Holesaw Arbor - Sutton 14 - 30mm	Small Holesaw Arbor - Sutton 14 - 30mm	Cat6 and Cat6A Krone tool for data	
Large Holesaw Arbor - Sutton 32-152mm	Large Holesaw Arbor - Sutton 32-152mm	Conduit Cutters	
600mm Spirit Level - Lufkin Big Boss	1200mm Spirit Level - Lufkin Big Boss	Multimeter	
1200mm Spirit Level - Lufkin Big Boss	Mini Finishing Trowel 200mm - Spear & Jackson	Powerpoint Tester	
	Trowel Plaster Corner Internal 103Deg S/Steel	Multi-Grips	
	Knife Joint 150mm S/S	Diagonal Wire Cutting Pliers- Hi Voltage (x3)	
	Hand Sander 280 x 108mm		
	Hyde 3" Plasterboard Joint Knife		
	Hyde 4" Plasterboard Joint Knife		
	Hyde 6" Plasterboard Joint Knife		
	Staple Gun 6-14mm/15mm Brads		
ALLOWANCE = \$20.00	ALLOWANCE = \$20.00	ALLOWANCE = \$20.00	