



United Lift Services Pty Ltd AND The Trustee for United  
Lift Services Construction & Service Employees  
Enterprise Agreement 2024

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## Title

This Agreement shall be known as the United Lift Services Pty Ltd AND The Trustee for United Lift Services Construction & Service Employees Enterprise Agreement 2024.

### 1. AIM

This Agreement aims to benefit United Lift Services Pty Limited (the “employer” or “company”), each employee covered by this Agreement (“employee”) and United Lift Services Pty limited clients by improving productivity, quality, performance, profitability, and returns to the employee, employment security, employee safety and job satisfaction.

### 2. APPLICATION

This agreement shall apply to all employees of United Lift Services Pty Limited employed in New South Wales or the Australian Capital Territory who are employed in a classification which falls within the classification structure set out in Schedule 1 of this Agreement.

### 3. AGREEMENT PERIOD

The Agreement shall operate from the date seven days after approval by the Fair Work Commission, and the nominal expiry date of this agreement is 36 months after the day in which the Fair Work Commission approves this agreement.

### 4. AWARD TERMS WHICH ARE INCORPORATED IN THIS AGREEMENT

1. This workplace agreement incorporates the terms of the Building and Construction General On-Site Award 2020, as varied from time to time.
2. In incorporating Award terms into this agreement, they are to be read as altered to incorporate necessary changes resulting from them being provisions of an agreement rather than provisions of an award. For example, the words "this award" would become "this agreement".
3. Where there is any inconsistency between a term in the body of this workplace agreement and a term of the award referred to in a) which has been incorporated, the term in the body of this agreement shall take precedence to the extent of the inconsistency.

### 5. RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

1. The National Employment Standards ("the NES") are a set of minimum employment entitlements prescribed within the Fair Work Act. In summary, the NES provides the following entitlements:
  - (a) An average of no more than 38 ordinary hours of work per week.

- (b) Four weeks annual leave per annum, with an additional week for certain shift workers as defined.
  - (c) Up to 10 days per annum paid personal/ carer's leave.
  - (d) Up to two days unpaid carer's leave per occasion for casuals and employees who have exhausted their paid carer's leave entitlements.
  - (e) Up to two days paid compassionate leave per occasion.
  - (f) Community Service Leave.
  - (g) Public Holidays
  - (h) Rights to request flexible working arrangements for employees in certain circumstances.
  - (i) Up to 12 month's unpaid parental leave.
2. The NES applies to employees covered by this agreement except where this agreement provides a more favourable outcome for the employees in a particular respect.

## 6. FLEXIBILITY

1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) The agreement deals with one or more of the following matters:
    - i. Arrangements about when work is performed.
    - ii. Overtime rates.
    - iii. Penalty rates.
    - iv. Allowances.
    - v. Leave loading; and
  - (b) The arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) The arrangement is genuinely agreed to by the employer and employee.
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 2009; and

- (b) Are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (c) Result in the employee being better off overall than the employee would be if no arrangement was made.
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 the enterprise agreement that will be varied by the arrangement; and
    - ii. How the arrangement will vary the effect of the terms; and
    - iii. How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) States the day on which the arrangement commences.
4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
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.

## 7. CONSULTATION

### **Model consultation term.**

1. This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organization, structure, or technology in relation to its enterprise that is likely to have significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Major change*

2. For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) sub clauses (3) to (9) apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative.
5. As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the employees.
    - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. information about the expected effects of the change on the employees; and
    - iii. any other matters likely to affect the employees.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
8. If a term in this agreement provides for a major change to production, program, organization, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and sub clauses (3) and (5) are taken not to apply.
9. In this term, a major change is likely to have significant effect on employees if it results in:
  - (a) the termination of employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees.
- (c) or
- (d) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (e) the alteration of hours of work; or
- (f) the need to retrain employees; or
- (g) the need to relocate employees to another workplace; or
- (h) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

10. For a change referred to in paragraph (1)(b):

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

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

12. if:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative.

The employer must recognize the representative.

13. As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion – provide to the relevant employees:
  - i. all relevant information about the change, including the nature of the change; and
  - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
  - iii. information about any other matters that the employer reasonably believes are likely to affect the employees: and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)

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

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

16. In this term: Relevant employees means the employees who may be affected by a change referred to in sub clause (1)

## 8. NO EXTRA CLAIMS

This Agreement is intended to deal comprehensively with all the matters which pertain to the employment relationship between the Company and its employees. The parties acknowledge and agree that the Agreement is in full and final settlement of all matters, claims and demands however described whether any matter, claim or demand is specifically addressed within the Agreement.

The parties must not, during the term of this Agreement, pursue any further claims about any matter which pertains to the employment relationship. The parties further undertake to not, during the life of this Agreement, initiate any campaigns of direct industrial action intended to secure new and improved rates and conditions during the term of this agreement or at the end of this Agreement.

## 9. TRAINING

The Company is committed, to providing the necessary training to enable employees to improve productivity and to enhance skills and career paths of employees.

The Company and its employees will make effective use of both "off-the-job" and "on- the-job" training opportunities.

All training time outside of normal shift hours will be paid at single time with the following conditions:

1. Training outside of normal hours will not exceed 15 hours per year.
2. Training will not exceed 30 hours per year.
3. Training will be scheduled with reasonable notice provided to employees.
4. All employees will receive an opportunity to access training.

## 10. CLASSIFICATIONS

Employees under this Agreement will be employed under the classification arrangement set out in Schedule 1 which is designed to best meet the needs of the business, enhance flexibility, eliminate work demarcations, promote skills acquisition and offer broader career opportunities to employees.



## 11. WAGES AND ALLOWANCES

1. The wage rates that will apply during the term of this Agreement are set out in Schedule One.
2. The wages paid to each employee are inclusive of all allowances, loadings and penalties except the following:
  - (a) meal allowances as provided under the Award;
  - (b) casual loading as provided under the Award;
  - (c) annual leave loading as provided under the Award;
  - (d) car allowances (which the employer may provide at its discretion);
  - (e) any allowance, loading or penalty otherwise expressly provided for in this Agreement.
3. An employee will receive payment of his or her wages on a fortnightly basis and will be paid by direct deposit into a bank account nominated by the employee.

### **Personal Protective Clothing**

1. The Employer will reimburse the Employee for boots up to the value of \$200 annually, upon the Employee providing a receipt of purchase to the Employer.
2. The Employer will reimburse the Employee for up to four (4) pair of trousers up to the value of \$120 each annually, upon the employee providing a receipt of purchase to the Employer.

## **Tools of trade**

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

### **1. Lift- Electrical Mechanic / Service and construction.**

- (a) Insulated Pliers
- (b) Long nose Pliers
- (c) Insulated side cutters
- (d) Various types and sizes of screwdrivers
- (e) Hammer
- (f) Five meter measuring tape
- (g) Stanley Knife or cable stripping tool
- (h) One 6 inch adjustable spanner
- (i) One 10 inch adjustable spanner
- (j) One 12 in adjustable spanner
- (k) Multigrips or vice grips
- (l) Small battery operated torch
- (m) Cold chisel
- (n) Hacksaw
- (o) Crimping tool
- (p) One flat file
- (q) One multimeter
- (r) Tool box or bag

### **3. Lift-Fitter / Service and Construction**

- (a) One 8 meter tape measure
- (b) One set of ring spanners (8mm to 24mm)
- (c) One set of open end spanners (8mm to 24mm)
- (d) Hammer (ball pein)
- (e) One pair pliers
- (f) One pair long nose pliers
- (g) Adjustable square
- (h) Hacksaw
- (i) One set of screwdrivers
- (j) One 15 inch adjustable spanner
- (k) One 10 inch adjustable spanner
- (l) One 6 inch adjustable spanner
- (m) One set allen Keys
- (n) Flat file
- (o) Round file
- (p) Multigrips or vice grips
- (q) Cold chisel

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

## Compensation For Tools

Employees are to provide an annually updated, itemised tool list of their personal tooling used while working for the company as part of their employment. This list shall be reviewed by the Employee's supervisor and signed off by both parties. A copy of the list to be held in the Employee's file. In the event of these tools being stolen from site or company vehicles (including personal vehicles being used for work related purposes) the company shall pay the employee up to \$1200.00 for the replacement of the tools, provided the following steps have been actioned:

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

## 12. ORDINARY WORKING HOURS

### Day Work

1. Ordinary Working Hours of each full time employee will be on the basis of one of the following rosters:
  - (a) 7.2 hours in any one day; or
  - (b) 36 hours average per week within a work cycle not exceeding 4 weeks; or
  - (c) As otherwise agreed between the Company and the employee.
2. The spread of Ordinary Working Hours for employees are between 6:00am and 6:00pm from Monday to Friday inclusive.
3. Employees will be paid at the rate of time and a half for each Ordinary Working Hour worked between 4.00am - 6.00am or 6:00pm - 8.00pm from Monday to Friday inclusive.
4. The Company will fix the starting and finishing times for each employee. The Company may vary these times on a temporary or permanent basis after consultation with the employee affected and with a minimum of two (2) weeks' notice, or earlier if by mutual agreement.
5. The method of working rosters may be altered by the Company from time to time to meet the operational requirements of the business.

## 13. OVERTIME

Requirements to work reasonable overtime

1. Except as provided in this clause, an employer may require any employee to work reasonable overtime.
2. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (a) Subject to s.62 of the Act and this clause, an employer may require an employee to work reasonable overtime hours at overtime rates.
  - (b) An employee may refuse to work overtime hours if they are unreasonable.
  - (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of this clause the following must be taken into account:
    - i. any risk to employee health and safety from working the additional hours;
    - ii. the employee's personal circumstances, including family responsibilities;
    - iii. the needs of the workplace or enterprise in which the employee is employed;
    - iv. whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
    - v. any notice given by the employer of any request or requirement to work the additional hours;
    - vi. any notice given by the employee of his or her intention to refuse to work the additional hours;
    - vii. the usual patterns of work in the industry, or the part of an industry, in which the employee works;
    - viii. the nature of the employee's role, and the employee's level of responsibility; and
    - ix. any other relevant matter.

## 14. TIMESHEETS

No submitted timesheets shall be altered by the Employer's Management unless there is agreement between the relevant Employee(s) and the Employer.

Notwithstanding the above, the Employer's Management may make an alteration to the timesheet if the change would result in the Employee receiving more than they would have otherwise received if the timesheet had not been altered, such as adding an applicable allowance, or including RDO's and public holidays as they fell.

Employees are required to record their daily attendance and submit their timesheets by Friday 3pm unless an employee is working overtime on the weekend in which case the required time and day for submitting a timesheet will be Monday 10am. The intentional fraudulent completion of an Employee's timesheet (excluding any time recorded in advance at the end of a pay period) may be considered serious misconduct.

## 15. ROSTERED DAYS OFF

The company recognises that personal time is vital for quality of life. RDO's are to be set by the company having regard to the business needs, productivity, flexibility, and efficiency.

### **Installation/ Modernisation**

Working hours shall be arranged on a system that provides for employees to accrue two rostered days off (RDO's) over a four (4) calendar week work cycle. Unless otherwise agreed between the employee concerned and the employer, or by the employer and the majority of employees, this shall be done by full time employees working 8 ordinary hours each work day, being paid for 7.2 and accruing 0.8 hours toward an RDO.

RDO flexibility at an individual employee level may be arranged by agreement between the company and the employee(s) concerned. Employee(s) may elect to make application in writing to the company to review different working arrangements in the accrual and taking of RDO's, keeping an average of no more than 38 ordinary hours of work per week.

Employees may elect to make application to the company to be paid up to 0.4 hours each working day (2hrs per week) from the RDO accrual i.e. 7.6 hour per day.

In regard to the business needs, productivity, flexibility and efficiency the liquidation and reduction of the RDO accrual will be reviewed six monthly. During this review, the company will ensure the employee maintains accrual of not more than 2 RDO's over a four calendar week cycle.

### **Service**

Working hours shall be arranged on a system that provides for employees to accrue two (2) rostered days off over a four (4) calendar week work cycle. This shall be done by working 8 ordinary hours each working day, being paid for 7.2 and accruing 0.8 toward an RDO.

Employees may elect to make application to the company to be paid up to 0.4 hours each working day (2hrs per week) from the RDO accrual i.e. 7.6 hour per day

The RDO roster may be reviewed in conjunction with these applications to ensure productivity, flexibility, and efficiency

## 16. ON CALL & BACKUP CONDITIONS

Due to the 24-hour nature of the employer's business, the employer may direct employees to be "on call" (remain contactable and available to work), including for a specified period outside the span of their ordinary hours.

When rostered to be "on call", an employee must remain easily contactable and be ready, willing and able to be recalled for urgent work.

### WEEKDAYS

A technician is on call on a particular weekday if they are on call for a period between the time at which the usual workday ends until the start of work on the following day (or, if it is after hours on a Friday, until 7:30am on Saturday).

The backup technician on call on a particular weekday receives the following during that period:

1. two hours' pay at time & half, regardless of whether they are actually called out to perform duties; and
2. if they are called out to perform any duties, they receive:
  - (a) a minimum of two hours' pay at double time for that call out ("first call out"); and
  - (b) an additional minimum two hours' pay at double time for any subsequent call out ("subsequent call out"),

subject to the "continuation of calls" rule below.

Despite this, if the technician receives a call out from 5.00am on a weekday when they are otherwise working, the above rules do not apply and the technician will start their shift early and only be paid at usual overtime rates for attending to the call out. Technicians need to use discretion as to attending these calls, as in most cases these calls can be attended to at the normal starting time, except "stopped with passengers" and/or emergency situations. If in doubt, the technician must contact the supervisor.

### WEEKENDS

A technician is on call on a particular weekend day if they are on call for a period between 7:30am Saturday and 5am Monday morning.

The backup technician on call on a particular weekend day receives the following during that period:

1. if they are on call between Saturday 7.30 am to Sunday 7.30 am: two hours' pay at time and half plus two hours' pay at double time, regardless of whether they are called out; or

2. if they are on call between Sunday 7.30 am to Monday 5 am: four hours' pay at double time, regardless of whether they are called out; and
3. if they are called out to perform any duties, they receive:
  - i. a minimum of two hours' pay at double time for that call out ("first call out"); and
  - ii. an additional minimum four hours' pay at double time for any subsequent call out ("subsequent call out"),subject to the "continuation of calls" rule below.

## 17. PUBLIC HOLIDAYS

If a technician is on call on a particular day that is a public holiday, they will receive the following in respect of that on call period:

1. four hours' pay at double time & a half, regardless of whether they are actually called out to perform duties; and
2. if they are called out to perform any duties before 4pm, they receive:
  - (a) a minimum of two hours' pay at double time for that call out ("first call out"); and
  - (b) an additional minimum two hours' pay at double time for any subsequent call out ("subsequent call out"),
3. if they are called out to perform any duties after 4pm, they receive:
  - (a) a minimum of two hours' pay at double time and a half for that call out ("first call out"); and
  - (b) an additional minimum two hours' pay at double time and a half for any subsequent call out ("subsequent call out"),subject to the "continuation of calls" rule below.

### **Continuation of calls**

The above rules are subject to the following: If subsequent call outs are received during the first two hours after the technician receives the first call out, then the subsequent call out is considered a continuation of the first call out and the technician will not receive the additional pay they would otherwise receive if the subsequent call out were to be received more than two hours after the first call out.

Subsequent call outs may also be considered a continuation (at the supervisor's discretion) if it is a repeat call regarding the same fault on the same lift.

### **Example of a call out**



A technician on call on a Saturday from 7:30am receives two hours' pay at time and half plus two hours' pay at double time, regardless of whether they are called out.

If a first call out is received by the technician at 10am on the Saturday, they will receive a minimum of 2 hours' pay at double time for attending to that call. Any call received during the next two hours will be treated as a continuation call until those duties are complete. If the duties in respect of those calls continue beyond the 2 hours, then the technician will continue to be paid at double time for each hour worked until they return home. If no other calls are received during this two-hour period, then the next callout after this period will be paid at 4 hours' double time. During this 4-hour period any other subsequent call outs will be completed as continuation callouts. If no calls are received by the technician during this period, they will still be paid the 4 hours' pay at double time.

## 18. SUPERANNUATION

Superannuation shall be paid in accordance with the Superannuation Guarantee (Administration) Act 1992. Contributions shall be paid into an eligible fund nominated by the employee. Where an employee does not nominate an eligible fund, contributions will be paid on the Employee's behalf to the C+Bus Superannuation Fund, a MySuper product, At the percentage of ordinary time earnings (as defined by the ATO ruling and amended from time to time) the current rate at this time is 11.0%

## 20. REDUNDANCY PROVISIONS TO APPROVE WORKERS ENTITLEMENTS FUND:

### Employer Contribution

1. The company shall make contributions of \$83 per week on behalf of employees to an independent severance/ redundancy scheme agreed to between the company and majority of employees.
2. At the date of approval of this agreement, the nominated fund is PROTECT.
3. The contribution amount shall be inclusive of all taxes payable pursuant to legislation and or Australian Taxation Office rulings.
4. The contribution will increase in line with the information in Schedule One.

Contributions are payable when an employee is on:

1. Annual Leave
2. Sick Leave
3. Long Service Leave
4. Bereavement Leave
5. Jury Service
6. Workers Compensation (52-week maximum)
7. Part of a week worked entitles the worker to a full week's contribution.
8. Contributions are not payable if an employee is on unpaid or unauthorised leave during the week.

## 21. TRANSMISSION OF BUSINESS

Where a business is, before or after the date of this Agreement, transferred from an employer (in this subclause called the old employer) to another employer (in this subclause called the new employer) and an employee who at the time of such transfer was an employee of the old employer in that business becomes an employee of the new employer:

1. the continuity of the employment of the employee will be deemed not to have been broken by reason of such transfer; and
2. the period of employment which the employee has had with the old employer or any prior old employer will be deemed to be service of the employee with the new employer.

In this subclause, business includes trade, process, business, or occupation and includes part of any such business and transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law. Transferred has a corresponding meaning.

## 22. ANNUAL LEAVE

Annual leave entitlements are in accordance with the National Employment Standard and the incorporated Award.

Annual leave to be taken by an employee must always be authorised on the appropriate form by the employee's manager prior to the leave being taken. Employees may elect to make an application to the Company to have part of their accrued annual leave entitlement paid out in lieu of taking paid leave, provided that:

1. paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
2. each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
3. the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

The Company may direct an employee with excessive accrued annual leave entitlement to take this leave at the Company's convenience after consultation with the employee, in accordance with the provisions of the NES.

## 23. PERSONAL/CARERS'S LEAVE

Personal/carer's leave entitlements are in accordance with the NES.

Employees other than casual employees are entitled to ten (10) days personal/carer's leave per annum, provided that the entitlement for part time employees is pro-rata according to their ordinary hours.

Personal/carer's leave for full-time employees shall be calculated at seven and two tenths (7.2) hours for each day of leave that is taken. Employees other than casuals are therefore entitled to 72 hours personal/carer's leave per annum (pro rata for part time employees).

For the purpose of administering personal/carer's leave, the Company may request reasonable documentary evidence to justify the personal/carer's leave taken. Reasonable evidence required will usually be a medical certificate or, if that is not practicable, a statutory declaration for anything after two single days in any given calendar year.

## 24. COMPASSIONATE LEAVE

Compassionate leave entitlements are in accordance with the NES.

Employees are entitled to up to two (2) days compassionate leave per occasion (paid, other than in the case of casual employees).

For the purpose of administering compassionate leave, the Company may request reasonable documentary evidence of the illness, injury or death of a member of an employee's immediate family or household.

Immediate Family in relation to carer's leave and compassionate leave is a spouse, same sex partner or child, parent, grandparent, grandchild or sibling of the Employee or spouse/ de-facto spouse.

## 25. PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the NES

## 26. PUBLIC HOLIDAYS

1. Employees other than casuals are entitled to the following public holidays without loss of pay:

- (a) New Year's day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Kings Birthday
- (h) Labour day or 8 Hours day
- (i) Christmas Day
- (j) Boxing day
- (k) Any other day or part-day declared or prescribed under the law of a State or Territory to be observed generally within the State or Territory or a region therein where an employee is engaged.

Where a public holiday falls on a weekend and another day is gazetted as a substitute or additional day, such day shall be treated as the public holiday in lieu of the actual day listed above.

2. In addition to the days identified above, employees are entitled to an additional day per 12 months as a public holiday. This day shall be, unless otherwise agreed between the Company and the employee or majority of employees:

- (a) First Monday in December

3. From time to time Employees may be required to work on a public holiday to meet the operational requirements of the business. If an employee is required to work on a public holiday, then the employee can elect to either:

- (a) be credited with a paid substitute day of leave in lieu of the public holiday (based on the employee's ordinary rate of pay); or
- (b) be paid for the number of hours worked on the public holiday at the rate of double time and a half for each hour worked on the public holiday, with a minimum of three hours' pay.

This entitlement does not apply to employees who are “on call” on a public holiday. In that circumstance, the employee will be paid according to the on-call provisions in this Agreement.

## 27. TERMINATION OF EMPLOYMENT

### Termination by Company

1. Except in the case of serious misconduct, the Company may terminate an employee's employment by giving the employee notice in accordance with the industry-specific scheme set out in the Award incorporated in this agreement, as set out in the following table (which is based on period of continuous service with the Company):

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Not more than one year	1 week
More than one year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

2. In addition to the notice in (1) above, an employee over 45 years of age at the time of giving of notice and with not less than 2 years continuous service is entitled to an additional 1 weeks' notice.
3. The Company may make a payment in lieu of notice in respect of all or any part of the notice period.
4. Additional exceptions to notice: are casual employees, employees engaged for a specified term or specified task, trainees whose engagement is for the term of the training arrangement
5. In calculating any payment in lieu of notice, the payment will be based on the total of the amounts the Company would have been liable to pay the employee as if the employee's employment had continued until the end of the required notice period.

## Termination by employee

1. An employee may terminate his or her employment by giving the Company notice in accordance with the following table (which is based on period of continuous service with the Company):

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Not more than one year	1 week
More than one year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

2. The Company and the employee may agree to a shorter notice period than that provided for by (1) above.
3. Failure by the employee to provide such notice as required by (1) above or as otherwise agreed with the Company will entitle the Company to deduct an amount equivalent to the outstanding period of notice from the employee's final pay that is no more than one week's wages.

## Summary Dismissal

1. The Company may terminate the employee's employment at any time with immediate effect, and without providing the employee with any notice of termination or payment in lieu of notice, if the employee commits an act of serious misconduct.
2. Serious misconduct includes, but not limited to:
  - i. Theft
  - ii. Assault
  - iii. Fraud
  - iv. the employee being under the influence of alcohol or drugs at work;
  - v. conduct by the employee that causes imminent and/or serious risk to a person's health or safety; or the reputation, viability or profitability of the Company's business;
  - vi. the employee refusing to carry out a lawful and reasonable instruction.

## Abandonment of Employment

1. The Company may terminate an employee's employment on the grounds of abandonment of employment in the following circumstances:
  - i. the employee is absent from work for a continuous period of three days or more and the employee has not provided notice to the

Company or obtained the Company's consent to be absent from work; and

- ii. The company has made a reasonable attempt to contact the employee
2. If the conditions in clause (1) above are met, the Company may terminate the employee's employment in accordance with the provisions of the NES, (set out in the notice of termination or payment in lieu).

## 28. DISPUTE RESOLUTION PROCEDURE

1. In the event of a dispute about a matter arising under this agreement or the National Employment Standards (NES), in the first instance the parties to the dispute will attempt to resolve the matter at the workplace through discussions between the employee or employees concerned and the relevant supervisor/manager. If such discussions do not resolve the dispute, the parties will attempt to resolve the matter by discussions between the employee and employees concerned and more senior levels of management. The employee/s and the employer may, if they choose to, appoint a person or organization of their choice to represent them in relation to the dispute at any stage of the process.
2. If the dispute is unable to be resolved at the workplace level the dispute may be referred to Fair Work Commission ("FWC") for mediation and/or reconciliation.
3. If the dispute remains unresolved, the dispute may be submitted to the FWC for arbitration. The FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions, which are necessary to make the arbitration effective. The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench. Any outcome that is made in any arbitration or appeal must be consistent with the Building Code 2016, or if it is replaced, any successor Code.
4. Work shall continue normally unless an employee has reasonable concern about an imminent risk to his or her health and safety. If such concern exists, the employee must not unreasonably fail to comply with a direction of the employer to perform other available work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## 29. EXTENDED SICK LEAVE (INCOME PROTECTION) INSURANCE

A Contribution will be made to Top Up Protection Insurance for an extended sick leave scheme designed to assist employees when they suffer from a serious injury or illness necessitating an extended absence from work.

## 30. GLOBAL POSITIONING SYSTEM (GPS) TECHNOLOGY

It is a requirement that United Lift Services field employees use their mobile (Handtool App) as directed in the course of their employment and may be used for:

1. May be utilised for the purpose of improving employee health and safety;
2. May be used to enhance customer service and efficiency;
3. Shall not be used for unreasonable intrusive monitoring of employees;
4. Shall not be proactively used, in the absence of other material justifying
5. an investigation, for the purpose of performance management of
6. employees
7. May be turned off by employees during approved unpaid breaks;
8. approved absences; and outside of working hours.

The Company undertakes that where a device is equipped with GPS that is capable of transmitting geographical location data to the Company, the Company will ensure that the device is issued to the user in accordance with all local laws that regulate such devices.



## SIGNATORIES TO THE AGREEMENT

### For the Company

Signatory Name: GEORGE TOKATLIAN  
Signatory Address: 3/260 HYDE ST YARRAVILLE

Basis of signatory's authority to sign the agreement:

Signature:  Date: 30/10/24

Witness Name: MARIANNE NGUYEN

Witness Address: 157 HYDE ST, YARRAVILLE, VIC, 3013

Witness Signature: 

### For the Employees

Signatory Name: Joshua Angelis  
Signatory Address: 3/1 Military Rd Mairaville 2036

Basis of signatory's authority to sign the agreement:

Signature:  Date: 30/10/24

Witness Name: MARIANNE NGUYEN

Witness Address: 157 HYDE ST, YARRAVILLE, VIC, 3013

Witness Signature: 

The above person was appointed by the employees to sign the agreement on their behalf.

## SCHEDULE ONE:

### WAGE RATES AND ALLOWANCES

- i. The minimum ordinary base rates of pay will increase according to the wage table below.
- ii. The Company has the right to carry out reviews to an employee's classification or rate of pay at any time or on request. Each employee's rate may be reviewed based on the employee's performance. Any such review shall not result in any employee receiving less than their rate at the inception of this Agreement.

### PROTECT

Will increase per week as follows

- \$2 from the first full pay period to commence on the date the Agreement comes into force:
- \$2 from the first full pay period to commence on or after 12 months after signing
- \$1 from the first full pay period to commence on or after 18 months after signing

### FARES AND ALLOWANCES

The employer will pay the employees in respect of travel fares in the amount of \$35.00 per day for the life of the agreement. The fares are to be paid for days when the employee is actually required to travel to or from work, subject to the following:

- The fares are also payable on RDO days.
- No employee shall receive a fares allowance on any day they are not at work (excluding RDO's).
- No fares will be paid if the employee has a company vehicle.

### LIVING AWAY FROM HOME ALLOWANCE

For jobs where employees are required to live away from home, they have the choice of receiving either:

- Reasonable accommodation to be sourced and paid for by United Lift Services. A daily allowance of \$115.00 (inclusive of any meal allowance) will be paid to the employee.
- An 'all-in' daily allowance of \$215 (inclusive of any otherwise paid meal allowance). This allowance includes accommodation and meals.

## TRAVEL ALLOWANCE CONSTRUCTION

When an employee is required to work at a construction site other than their usual place of work, and travel from their place of residence each day to that construction site, they shall be entitled to a travel allowance according to the below table.

The “Travel Radius” is the straight-line distance between the employee’s place of residence and the construction site. The “Rate of Pay” is the additional time the employer is liable to pay the employee at their usual base rate of pay.

The allowance prescribed in this clause shall not be considered in calculating overtime, penalty rates, annual or sick leave. To avoid doubt, it is not payable when the Living Away from Home Allowance applies.

<b>Travel Radius</b>	<b>Rate of Pay</b>
0-50 kms	0 Minutes
50-75 kms	30 Minutes
75-100 kms	60 Minutes
100 + kms	Time it takes from place of residence driving to site calculated by Google maps.

## PRODUCTIVITY OR SITE ALLOWANCE

A site allowance shall apply for each hour worked by an employee in the Construction Department working on a Construction Project or Major Modernisation Project.

A Construction Project is a job involving a new lift installation.

A Major Modernisation Project is a job involving a new machine, new controller, new doors, new door operator and appointments.

The rate of site allowance is given in the table below, according to the Total Construction Value (TCV) of the site.

TCV is the value reported for the development application by Cordells, BCI or equivalent at the time of tender.

<b>Site Matrix (Total Construction Value, \$M)</b>	<b>Rate (\$)</b>
0 to 10	2.00

10 to 15	2.05
15 to 35	2.10
35 to 50	2.15
50 to 75	2.20
75 to 100	2.25
100 to 125	2.30
125 to 150	2.40
150 to 175	2.55
175 to 200	2.80
200 to 225	3.15
225 to 250	3.50
250 to 300	3.80
300 to 350	4.15
350 to 400	4.45
400 to 500	4.90
500 to 600	5.50
600 to 700	6.00
>700	7.00

## EMPLOYEE CLASSIFICATIONS

The classification of a LIFT TECHNICIANS AND MECHANICS - by Grade for the purpose of this collective agreement is defined below:

**Adjuster Grade 10** – Employees at this grade shall be competent to perform:

- Commissioning, fault finding and testing of all types of mechanical and electrical equipment within United Lift Services' portfolio.
- Proven ability in the management of small and large projects to time and cost
- Proven industry experience
- Completion of all relevant site documentation
- Repair complicated electronic devices.
- Provide support and training to other employees.
- Solve and develop appropriate solutions.
- Holder of Electricians licence
- Hold of Lift restricted ACMA licence
- Holder of post trade electronics engineering certificate or equivalent
- Lead other employees and supervise works

**Technician Grade 9** – Employees at this grade shall be competent to perform:

- Commissioning, fault finding and testing of all types of mechanical and electrical equipment within United Lift Services' portfolio
- Proven ability in the management of small and medium projects to time and cost
- Proven industry experience
- Completion of all relevant site documentation
- Repair complicated electronic devices.
- Provide support and training to other employees.
- Solve and develop appropriate solutions.
- Holder of Electricians licence
- Hold of Lift restricted ACMA licence
- Holder of post trade electronics engineering certificate or equivalent
- Lead other employees and supervise works.

**Technician & Adjuster Grade 9 & 9S** – Employees at this grade shall be competent to perform:

- Commissioning, fault finding and testing of all types of United Lift Services mechanical and electrical equipment.
- Proven industry experience
- Proven ability in the management of small projects to time and cost
- Completion of all relevant site documentation
- Repair complicated electronic devices.
- Holder of post trade electronics certificate
- Provide support and training to other employees.
- Solve and develop appropriate solutions.
- Holder of Electricians licence
- Hold of Lift restricted ACMA licence
- Lead other employees and supervise works.

**Adjuster Grade 8** - Employees at this grade shall be competent to perform:

- Commissioning and fault finding of all types of United Lift Services mechanical and electrical equipment.
- Repair complicated electronic devices.
- Completion of all relevant site documentation
- Holder of post trade electronics certificate
- Provide support and training to other employees.
- Solve and develop appropriate solutions.
- Holder of Electricians licence
- Minimum of two years' experience
- Hold of Lift restricted ACMA licence
- Lead other employees and supervise works.

**Technician & Adjuster Grade 7** – Employees at this grade shall be competent to perform:

- Fault finding of all types of United Lift Services mechanical and electrical equipment.
- Completion of all relevant site documentation
- Provide support and training to other employees.
- Solve and develop appropriate solutions
- Holder of Electricians licence
- Minimum of two years' experience
- Holder of Lift restricted ACMA licence
- Lead other employees and supervise works.

**Technician & Adjuster Grade 6** – Employees at this grade shall be competent to perform:

- Fault finding of all types of United Lift Services mechanical and electrical equipment.
- Completion of all relevant site documentation
- Provide support and training to other employees.
- Holder of Electricians licence
- Minimum of two years' experience
- Holder of Lift restricted ACMA licence

**Technician Grade 5** - Employees at this grade shall be competent to perform:

- Fault finding of all types of United Lift Services mechanical and electrical equipment.
- Completion of all relevant site documentation
- Provide support and training to other employees.
- Holder of Electricians licence
- Holder of Lift restricted ACMA licence
- Minimum of two years' experience

**Technician Grade 3** - Employees at this grade shall be competent to perform:

- Fault finding of all types of United Lift Services mechanical and electrical equipment.
- Completion of all relevant site documentation
- Provide support and training to other employees.
- Holder of Electricians licence
- Holder of Lift restricted ACMA licence

**Technician Grade 2** - Employees at this grade shall be competent to perform:

- Fault finding of most types of United Lift Services mechanical and electrical equipment.
- Completion of all relevant site documentation
- Provide support and training to other employees.
- Holder of Electricians licence

**Technician Grade 1** - Employees at this grade shall be competent to perform and have:

- Fault finding of most types of United Lift Services mechanical and electrical equipment.
  - Completion of all relevant site documentation
  - Completed all relevant trade qualifications certificates & Capstone testing
  - Completed and submitted application for electrical license
  - Provide support and training to other employees.
  - Completed all systems Electrical certification
- \*\* Grade 1 Technician rate to be used only as an interim rate when technician has successfully completed all relevant electrical qualifications including passed their capstone and has submitted application for their electrical license to the office of fair trading or equivalent.



**Mechanical Grade 5 (post +senior/lead hand)** - Employees at this grade shall be competent to perform:

- Repair and install all types of United Lift Services mechanical and electromechanical equipment
- Completion of all relevant site documentation
- Proven industry experience
- Proven ability in the management of small and large projects to time and cost
- Completion of all relevant site documentation
- Repair complicated Mechanical devices.
- Provide support and training to other employees.
- Solve and develop appropriate solutions.
- Lead other employees and supervise works.
- Mechanical trade certificate

**Mechanical Grade 4 (+post +lead hand)** - Employees at this grade shall be competent to perform:

- Repair and install all types of United Lift Services mechanical and electromechanical equipment.
- Completion of all relevant site documentation
- Repair complicated Mechanical devices.
- Proven ability in the management of small and medium projects to time and cost
- Provide support and training to other employees.
- Solve and develop appropriate solutions.
- Mechanical trade certificate
- Lead other employees and supervise works.

**Mechanical Grade 3 (Post+ special)** - Employees at this grade shall be competent to perform:

- Repair and install most types of United Lift Services mechanical and electromechanical equipment break
- Be able to perform all lifting duties with mechanical and electrical equipment
- Provide support and training to other employees.
- Solve and develop appropriate solutions

**Mechanical Grade 2 (Special)** - Employees at this grade shall be competent to perform:

- Fault finding of all types of United Lift Services mechanical equipment.
- Completion of all relevant site documentation
- Provide support and training to other employees.
- Minimum of two years' experience

**Mechanical Grade 1** - Employees at this grade shall be competent to perform:

- Repair and install most types of United Lift Services mechanical and electromechanical equipment.
- Deliver and assemble equipment orders as required
- Provide support and training to other employees.
- Solve and develop appropriate solutions

Employee's Minimum Ordinary Hourly Rate Table

Service/ Construction	Electrical Install	Mechanical Install	Classification	Jan-23 to June-24	July-1 2024 2.5%	2% Increase when agreement starts	2.5% Increase 6 months after start	2.5% Increase 12 months after start	2.5% Increase 18 months after start	2.5% Increase 24 months after start	2.5% Increase 30 months after start
			Grade 10 Adjuster	\$65.65	\$67.29	\$68.64	\$70.35	\$72.11	\$73.91	\$75.76	\$77.66
Grade 10 - Technician	Electrical + Licence + Aust + Special + Post + Experience senior	Mech Tradesman + Special + Post + Experience Senior Lead/h		\$64.68	\$66.30	\$67.62	\$69.31	\$71.05	\$72.82	\$74.64	\$76.51
Grade 9S - Technician			Grade 9 Adjuster	\$61.46	\$63.00	\$64.26	\$65.86	\$67.51	\$69.20	\$70.93	\$72.70
Grade 9 - Technician	Electrical + Licence + Aust + Special + Post + Lead/h	Mech Tradesman + Post + Senior + Lead/h		\$59.42	\$60.91	\$62.12	\$63.68	\$65.27	\$66.90	\$68.57	\$70.29
Grade 8 - Technician			Grade 8 Adjuster	\$57.60	\$59.04	\$60.22	\$61.73	\$63.27	\$64.85	\$66.47	\$68.13
Grade 7 - Technician	Electrical + Licence + Aust + Special + Post		Grade 7 Adjuster	\$53.88	\$55.23	\$56.33	\$57.74	\$59.18	\$60.66	\$62.18	\$63.73
Grade 6 - Technician	Electrical + Licence + Aust + Special	Mech Tradesman + Special + Post	Grade 5 Adjuster	\$51.73	\$53.02	\$54.08	\$55.44	\$56.82	\$58.24	\$59.70	\$61.19
Grade 5 - Technician	Electrical + Licence + Special			\$50.81	\$52.08	\$53.12	\$54.45	\$55.81	\$57.21	\$58.64	\$60.10
Grade 4 - Technician		Mech Tradesman + Special		\$49.82	\$51.07	\$52.09	\$53.39	\$54.72	\$56.09	\$57.49	\$58.93
Grade 3 - Technician	Electrical + Licence + Aust			\$49.20	\$50.43	\$51.44	\$52.72	\$54.04	\$55.39	\$56.78	\$58.20
Grade 2 - Technician	Electrical + Licence			\$48.30	\$49.51	\$50.50	\$51.76	\$53.05	\$54.38	\$55.74	\$57.13
Grade 1 - Technician	Electrical	Mech Tradesman		\$47.30	\$48.48	\$49.45	\$50.69	\$51.96	\$53.25	\$54.59	\$55.95

The above table contains the minimum base hourly rates payable to an employee according to their classification. The rates have been calculated as inclusive of allowances, penalties and loadings not otherwise provided for in this agreement (see clause 11.2). To avoid doubt, the base rates of pay have been calculated to include the following allowances, which are not payable in addition to the base rates of pay: First Aid; AUS: ACMA licence Electrical Licence; Rigger ticket, Special Class, leading hand allowance, tool allowance.