

---

Niramar (SA) Pty Ltd ENTERPRISE AGREEMENT 2024

# Niramar (SA) Pty Ltd

8 Queen Street  
Thebarton SA 5031

## ENTERPRISE AGREEMENT

# 2024

## Niramar (SA) Pty Ltd ENTERPRISE AGREEMENT 2024

---

PART 1 -	MECHANICAL PROVISIONS	3
	1. INTRODUCTION & KEY OBJECTIVES OF AGREEMENT	3
	2. TYPE & TITLE OF AGREEMENT	3
	3. DEFINITIONS	3
	4. PARTIES BOUND BY AGREEMENT	4
	5. SCOPE & APPLICATION OF AGREEMENT	4
	6. DATE & PERIOD OF OPERATION OF AGREEMENT	4
	7. NO EXTRA CLAIMS	4
	8. COMPLETE AGREEMENT (EXPRESS EXCLUSION OF AWARD/S)	5
	9. BREACH OF AGREEMENT	5
PART 2:	STANDARD PROVISIONS	7
	10. EMPLOYEE ENGAGEMENT	7
	11. DISPUTE SETTLEMENT PROCEDURE	7
	12. PERFORMANCE AND FLEXIBILITY	8
	13. WORK HEALTH & SAFETY (WH&S)	11
	14. PERSONAL PROTECTIVE EQUIPMENT	12
	15. TOOLS	14
	16. TRAINING	15
	17. WORKPLACE DELEGATES' RIGHTS	17
PART 3:	CONDITIONS OF EMPLOYMENT	20
	18. WAGES (INCLUDING ALL PURPOSE ALLOWANCES)	20
	19. ALLOWANCES	20
	20. PAYMENT OF WAGES & ALLOWANCES	23
	21. HOURS OF WORK	24
	22. MEAL BREAKS & REST INTERVALS	25
	23. SMOKING	25
	24. OVERTIME	25
	25. DISTANT WORK	27
	26. SHIFT WORK	28
	27. PUBLIC HOLIDAYS	29
	28. ANNUAL LEAVE	29
	29. PERSONAL LEAVE	31
	30. PARENTAL LEAVE	33
	31. LONG SERVICE LEAVE	33
	32. JURY SERVICE	33
	33. INCLEMENT WEATHER	34
	34. COMPANY VEHICLES	35
	35. REDUNDANCY	36
	36. TERMINATION OF EMPLOYMENT	36
	37. CONSULTATIVE MECHANISM	37
	38. FLEXIBILITY	39
	39. ENTERPRISE SPECIFIC MATTERS	40
	40. EMPLOYEE SUPERANNUATION FUND	40
	41. ADDITIONAL EMPLOYER SUPERANNUATION	40
<b>APPENDICES</b>		<b>41</b>

## PART 1 - MECHANICAL PROVISIONS

### 1. INTRODUCTION & KEY OBJECTIVES OF AGREEMENT

This Agreement has been jointly developed by Niramar (SA) Pty Ltd and the Employees with the purpose of developing and implementing workplace reform strategies so as to produce a continuous improvement environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and job security for the Employee.

The primary objective of the Company is to provide safe, efficient and highly productive labour and services to its Clients. The performance of the Employees is critical to achieving the Company's objectives and the Employee agrees to actively co-operate with management and supervisors to achieve high levels of safety, productivity and cost efficient operations.

### 2. TYPE & TITLE OF AGREEMENT

This is a Single Enterprise Agreement (as defined in section 172 of the Fair Work Act 'FWA'). and shall be titled 'Niramar (SA) Pty Ltd Enterprise Agreement 2024'. This agreement shall be approved, and subsequently lodged in accordance with Division 4 of Part 2-4 of the FWA.

### 3. DEFINITIONS

For the purpose of this Agreement:

**'Act'** means the Fair Work Act 2009 (as amended) including the Regulations made under the Fair Work Act 2009 (as amended).

**'Agreement'** means this document titled 'Niramar (SA) Pty Ltd Enterprise Agreement 2024'.

**'Company'** means Niramar (SA) Pty Ltd.

**'Continuous Service'** in relation to a period of an Employee's service with the Employer, means service with the Employer as an Employee (other than a casual Employee) during the whole of the period, including (as a part of the period) any period of authorised leave. No entitlements shall accrue during periods of unpaid leave.

**'Crib Time'** as used in the overtime and shift leave clauses of this agreement shall take the place of any meal break during overtime or shift work. It shall be taken without loss of pay.

**'Employee'** means the Employee signatory to this Agreement who, is a direct Employee of the Company performing work within the scope of this Agreement extending to anywhere in Australia.

**'Employer'** means the Company or an agent/manager of the Company.

**'NES'** means the National Employment Standards.

**'Parties'** mean the Employer and Employees, as defined herein.

**'Shift Worker'** means for the purpose of the additional week of annual leave provided for in the NES an employee engaged in continuous shift work.

**'Continuous shift work'** means work carried on with consecutive shifts throughout the

twenty four hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

**'Registered Office'** shall mean any office, workshop or depot of the employer at which the employer conducts business, including branch offices and site offices. The employer shall not have more than one registered office within a 50-kilometre radius within a State/Territory boundary.

**'Site Office'** shall mean a facility with office equipment such as a telephone, facsimile machine, desks, plan drawers and filing cabinets and staffed to allow the management of the affairs of the employer relevant to its day-to-day activities on the site.

#### **4. PARTIES BOUND BY AGREEMENT**

This Agreement shall be binding upon:

- Niramar (SA) Pty Ltd; and
- Tradespeople who are engaged in Australia in any of the classifications specified in this Agreement.

#### **5. SCOPE & APPLICATION OF AGREEMENT**

- 5.1. This Agreement applies to the Company in respect of an Employee employed under any of the classifications specified in this Agreement.
- 5.2. The Parties acknowledge that from time to time clients and head contractors who engage the Company will have site, project or other agreements, including site rates agreements and site allowance agreements with trade unions and/or employees directly. It is expressly agreed by the Parties that the terms and conditions of this Agreement will at all times prevail over (i.e. be in lieu of) the terms and conditions of such agreements, whether such agreements arise under contract, state or federal industrial instrument or otherwise.

#### **6. DATE & PERIOD OF OPERATION OF AGREEMENT**

This Agreement shall come into operation seven days following receipt of a notice issued by the Fair Work Commission, in relation to the Better Off Overall Test, whichever is applicable. The Agreement shall have a nominal expiry date of four (4) years from the date of approval.

#### **7. NO EXTRA CLAIMS**

The Parties shall not pursue any extra claims for the life of this Agreement. Where any disagreement arises, the Parties shall follow the Dispute Settlement Procedure contained in this Agreement. The Parties acknowledge that no industrial action can be taken in support of any matter(s) whatsoever which is covered or not covered by this agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

## **8. COMPLETE AGREEMENT (EXPRESS EXCLUSION OF AWARD/S)**

- 8.1. The Parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and thus expressly excludes and displaces the operation of any, and all other matters and conditions of any award. Furthermore, terms of any award dealing with any of the following matters (including incidental matters) are excluded and displaced in whole by this Agreement:
- rest breaks;
  - incentive-based payments and bonuses;
  - annual leave loadings;
  - public holidays;
  - monetary allowances;
  - shift or overtime work loadings;
  - penalty rates.
- 8.2. For the purposes of this clause, the terms 'award' or 'awards' include any applicable award or collective agreement and includes those howsoever described in the Act as an award, modern award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a rationalised and/or simplified federal award, a preserved state agreement and a notional agreement preserving a state award.
- 8.3. The Parties acknowledge that this Agreement shall represent the totality of all matters in the employment relationship with the only exceptions being the NES and the Company policies, which should be read in conjunction with this Agreement. The Company policies shall be distributed to the Employees under separate cover of this Agreement and may be amended by the Company from time to time.
- 8.4. Despite the express exclusion of the Award, it is confirmed that this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **9. BREACH OF AGREEMENT**

- 9.1. The Employees agree that breaches of any part of this agreement shall be considered as a recordable offence.
- 9.2. The Employees agree that any work related theft, including that of scrap materials, be it from the company, a work site, other Employees or from a customer, shall be grounds for summary dismissal. Whereby, wages shall be paid up until the time of dismissal only and no leave loading shall be payable on any accrued proportionate annual leave.
- 9.3. The Employees agree that any serious misconduct such as dishonesty, malingering, drunkenness or assault on a fellow Employee or employer shall also be grounds for summary dismissal. Whereby, wages shall be paid up until the time of dismissal only and no leave loading shall be payable on any accrued proportionate annual leave.
- 9.4. The Employees agree that they will not, for the duration of this contract, set themselves up or engage in business or undertake other employment in direct or

## Niramar (SA) Pty Ltd ENTERPRISE AGREEMENT 2024

---

indirect competition with the Employer using the knowledge or materials gained during the course of employment with the Employer.

- 9.5. As part of normal duties Employees will obtain or have access to confidential information concerning the Employer and its clients. Under no circumstances is this information to be misused by the Employee or disclosed without the Employer's written approval .

## PART 2: STANDARD PROVISIONS

### 10. EMPLOYEE ENGAGEMENT

#### 10.1. Probation & Qualifying Periods

All Employees shall be initially engaged upon a three (3) month probationary period. Either Party may terminate this probationary period at anytime with one (1) weeks' notice.

#### 10.2. Type of Engagement

Employees may be engaged under this Agreement as either full-time, part-time, casual or temporary fixed term/project employees. Each of these is broadly defined as follows:

- 10.2.1. A **full-time** Employee is one engaged to work 38 hours per week plus reasonable additional hours
- 10.2.2. A **part-time** Employee is an Employee engaged on a regular basis to work less than 38 hours per week plus reasonable additional hours. A part-time Employee is entitled to all the benefits of this Agreement on a pro rata basis of 1/38 of the full-time entitlement for each hour worked. A part-time Employee required to work outside of the hours agreed under their contract of employment shall receive the overtime provisions as contained in this Agreement.
- 10.2.3. A **casual** Employee is an Employee engaged on a casual basis to work up to 38 hours per week plus reasonable additional hours. A casual Employee shall be paid per hour 1/38 of the basic periodic rate of pay prescribed for the classification in which the Employee is ordinarily employed for the work performed, plus a loading of twenty per cent (25%). The overtime provisions of this Agreement shall also apply to casual Employees.
  - 10.2.3.1. A casual Employee shall have no entitlement to personal/carer's leave, payment for public holidays not worked, annual leave, or Employer Additional Superannuation.
  - 10.2.3.2. In order for a casual Employee to qualify for unpaid parental leave under the NES, they must be an eligible casual Employee in accordance with Section 67 of the Act.
- 10.2.4. A **temporary fixed-term/project** Employee is an Employee engaged for a specific period, task or project. Such Employees shall be advised of their fixed period of engagement upon commencement of employment.
- 10.2.5. **Apprentices** are not to be employed under this agreement. All apprentices employed by the company are to be employed through Group Training Organisations (GTOs).

### 11. DISPUTE SETTLEMENT PROCEDURE

#### 11.1. If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards; this term sets out procedures to settle the dispute.

11.2. Either party to the dispute may appoint a representative for the purposes of the procedures in this term.

11.3. 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.

- 11.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 11.5. 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.

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 Division 3 of Part 5-1 of the Act. Therefore, an appeal may be made against the decision.

- 11.6. 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 Employer 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.
- 11.7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

## **12. PERFORMANCE AND FLEXIBILITY**

The Employees shall comply with any Company policies or procedures which are established from time to time.

The Company and the Employees have a common interest in the electrical, electronic, communications contracting industry, therefore a stable working environment and harmonious relations are required to improve the relationship between the Company, the Employees and its customers. The mutual benefits (such as economic progress in the industry and prosperous employment relations) available to the Parties, demand mutual confidence between the Parties. The Parties to this Agreement will continually monitor its development and will review its success or, otherwise on its expiration.

- 12.1. Workmanship and Quality
- 12.1.1. Employees shall test any installation, plant or equipment, complete appropriate



## Niramar (SA) Pty Ltd ENTERPRISE AGREEMENT 2024

---

Company forms and sign all required documentation in accordance with the applicable statutes, regulations and Company policies and procedures. It is understood that quality assurance is a key factor to ensure the Company becomes a more competitive and efficient enterprise. The Parties are therefore committed to the introduction and maintenance of accredited quality assurance programs where deemed necessary by the Employer and in accordance with Australian Standards and Company policies and/or procedures.

12.1.2. The Company is fully committed to achieving international best practice levels of performance across its entire operations including management, technology, equipment, quality job designs, project management, skills enhancement and Employer/Employee relations. The Parties agree to co- operate in the joint development and implementation of an International Best Practice Program through which benchmarks for performance are developed in all key areas. The resultant changes to the Company's operations will be jointly monitored and evaluated.

12.1.3. Programs may be put into place to ensure the following:

- Implementation of a project quality management system;
- Recognition that satisfying the customer's needs generally accords with the meaning of the quality delivery;
- An understanding across the total Company of the full meaning of quality assurance in the electrical contracting industry;
- Involvement of the whole workforce in quality assurance, or continuous improvement, principles;
- Appropriate training is provided to all personnel involved in quality assurance.

### 12.2. Employee Duties

12.2.1. It is the responsibility of all employees to help train and supervise apprentices and trainees below their employment classification. The guidelines for this training are detailed in Appendix J.

12.2.2. Employees shall perform the following duties in relation to project work:

- Assist in the estimating process by communicating labour and material requirements to relevant supervisor/s;
- Accurately complete site diaries in own time where required;
- Participate in discussions that are intended to improve effective communication between office and site Employees;
- Redesign quoted cable routes on the job site in order to reduce costs;
- Unless otherwise directed by the Company, the Employee shall always start and finish work at the job site (not the workshop).

12.2.3. Employees shall perform the following duties in relation to service work:

- Assist in the estimating process by providing budget estimates to relevant supervisor/s;
- Conduct site surveys;
- Complete service reports on site (alternatively they are to be completed in the employee's own time);
- Investigate sites for unprotected areas (by annual testers whereby, training is to be undertaken also on the relevant Australian Standards);
- Report any site/block plans that require updating to the client and to the

Company office;

- Identify the most efficient and effective service arrangements in consultation with management and the client, with specific regard to:
- Service runs;
- Special/difficult areas;
- Interdepartmental services;
- Routine maintenance;
- Follow guidelines provided in client service training/site induction/s;
- Complete training on new equipment as appropriate to improve fault diagnostic knowledge;
- Upgrade service vehicle equipment as required.

12.2.4. Employees shall perform the following general duties:

- Continually strive to improve quality, recognise that the Company's customers choose this Company because of the Company's attitude to quality and that this quality shall be maintained or improved without a decrease in productivity;
- Acknowledge the importance of customer service, for the Employee to take an active role in ensuring customer satisfaction and to always present a good company image;
- Individually accept responsibility for "doing things right the first time" and for inspection of their own work to ensure it meets agreed standards and carry out tasks within an agreed time frame whenever possible;
- Properly use and maintain all appropriate protective clothing, tools and equipment provided by the Company;
- Maintain a commitment to implement and observe the best agreed health and safety practices, quality procedures, site cleanliness and waste management practices;
- Provide and maintain an adequate kit of tools as stated in this agreement;
- Sign all required documentation in accordance with the Company quality assurance program.

12.3. Performance

It is clearly understood that Employees have specific responsibilities and duties in relation to Company productivity in relation to the following performance related areas.

12.3.1. WH&S performance

- o Increase WH&S training;
- o Increase co-operation with rehabilitation.

12.3.2. Quality performance

- o Eliminate negative customer/client feedback;
- o Improve compliance with Company quality assurance policy.

12.3.3. Efficiency performance

- o Improve compliance with work schedules/time allocations;
- o Reduce costly lost time in relation to inclement weather.
- o Reduce costly time lost in relation to rest breaks, meal breaks and start/finish times;

- o Reduce material wastage (take care when using and/or locking up/securing materials);
- o Reduce damage to Company plant and equipment (take care when using and/or locking up/securing plant and equipment);
- o Improve compliance with cleaning and maintenance schedules for Company vehicles.

12.3.4. Attendance performance

- o Reduce costly absenteeism in relation to sick leave;
- o Reduce costly absenteeism in relation to insufficient alternate duties available to the Employee if undergoing rehabilitation.

12.4. Invention and Non-disclosure

The Employee acknowledges that Niramar holds the rights to significant intellectual property, both physical and virtual. Appendix G (Confidential Information Policy) details the Employee's responsibilities.

## **13. WORK HEALTH & SAFETY (WH&S)**

13.1. The Parties are committed to complying with the Work Health & Safety Act 2012 (and Regulations 2012), Electricity Act 1996 (and Regulations 2012) and the Company's WH&S directions and policies. Consultation shall occur between the Parties in regard to the development and implementation of WH&S policies and practices. The processes outlined below shall be implemented and monitored through the consultative committee to ensure a safe working environment and safe workplace practices.

13.2. The Parties shall contribute to the development, implementation and maintenance of WH&S policies and procedures, which shall include:

- o The provision of a safe working environment, safe systems of work and safe plant and substances by the Employer;
- o The provision of information, instruction, training and supervision by the Employer;
- o The Employee taking reasonable care to protect their own health and safety as well as that of other persons at the workplace;
- o The Employee correctly using equipment provided for health and safety purposes, as well as obeying reasonable instruction that the Employer may give in relation to health and safety at work.

13.3. Rehabilitation

The Parties shall contribute to the development, implementation and maintenance of an effective rehabilitation system, which shall include:

- o The development of appropriate alternative duties for the Employee if undertaking rehabilitation by the Employer;
- o Co-operation with respect to Employer provided medical assessment procedures by the Employee.

13.4. Environment

All Employees individually accept responsibility for their own environmental awareness and will comply with all environmental requirements.

13.5. Induction Procedures

The Parties to this Agreement acknowledge that it is in the interests of the industry that any new Employee understands their obligations under their workplace agreement and are introduced to their jobs in a manner which will help them work safely and efficiently.

**13.6. Employee Responsibilities**

Requirements under the Company's Work Health & Safety (WH&S) Policy shall be observed at all times. Failure to observe either the Company WH&S Policy or, this clause may lead to the Employee's dismissal.

13.6.1. Rescue & Resuscitation training, required by Employees under the Electricity (General) Regulations 2012, shall be the responsibility of the Employees and shall be conducted in the Employees' own time (i.e. night time, week-ends, rostered days off, and annual leave etc.) and at their own cost, except where the Company has agreed (in writing) to reimburse Employee for any such costs.

13.6.2. Employees are required to attain the relevant industry 'generic safety induction' ('white card') certification as part of their basic skill requirement. Training time and costs associated with generic safety inductions shall be provided by the Company.

13.6.3. Employees must take reasonable care to avoid adversely affecting or endangering their own health and safety, or the health and safety of any other person through an act, and/or omission at work.

13.6.4. Employees must provide to the Employer, details of any medical condition that may affect the Employees' mental and/or physical condition in, so that the Employer may, as far as reasonably practicable, take reasonable and immediate steps to prevent such a medical condition causing any illness or injury at the workplace.

## **14. PERSONAL PROTECTIVE EQUIPMENT**

14.1. Employees shall be provided with safety footwear and protective clothing on request. Such footwear and clothing shall be supplied in accordance with the conditions prescribed below:

- Employees are required to wear, in the course of their work, all equipment and apparel supplied by the employer.
- Clothing issued may be identified by a Company name or logo.
- It is the responsibility of the Employees to maintain and repair all clothing.
- The supplied footwear and protective clothing shall be replaced on a fair wear and tear basis provided they are produced to the Employer as evidence of such fair wear and tear. If the employee fails to adequately maintain the Personal Protective Equipment for the respective periods detailed below, the Company may require the employee to prematurely replace this clothing at the employee's expense.
- In the event of a dispute arising between the Parties in regard to the provisions of this clause, the Parties agree that the dispute will be dealt with in accordance with the dispute settlement procedure as contained in this Agreement.

**14.2. Safety Footwear**

Employees shall be provided with 1 pair of safety foot-wear per year by the Company, under the following conditions:

- o The Employee requests such footwear upon commencement of work on a work-site requiring such footwear.

- o Safety footwear is expected to have a life of 12 months.
- o The safety foot-wear is provided under a pay-back system, whereby 20 weeks of continuous service is required by the Employee (after the purchase of the clothing) to pay off the foot-wear.
- o The 'service credits' shall begin to accrue from the date of issue of the footwear.
- o Where an Employee does not complete the total necessary continuous service following the footwear purchase, the residual cost of such footwear shall be invoiced to the employee, except when employment is terminated by the employer through no fault of the Employee.
- o Where footwear has been provided to the an Employee by the Employer and the Employee fails to wear the footwear whilst required to at work, the Employer shall be entitled to invoice the employee for the full cost of the footwear, if the failure to wear the footwear continues after 1 warning for such an offence.
- o Any deductions shall be in compliance with section 324 of the Act.

14.3. Protective Clothing

Employees shall be provided with the following protective clothing, under the conditions outlined below herein:

- o 3 sets of drill trousers and 3 drill shirts.

This protective clothing is considered to be the Company uniform and must be worn at all times on site or in the office.

Should the employee consider the number of free issue clothing items is not sufficient to suit their needs, the employee shall purchase additional items at their expense from the company approved supplier. The employee shall pay no more than the supplier's invoiced price of these items.

It is unacceptable for the employee to wear their own shirts, t-shirts, polo shirts, pants or shorts. In an emergency/temporary situation, clean, unripped, navy denim jeans and a plain, long sleeved navy/blue shirt may be substituted but only once approval has been given from one of the directors.

14.3.1. Protective clothing conditions of provision:

- o Protective clothing is expected to have a life of 12 months.
- o The protective clothing is provided under a pay-ack system, whereby 20 weeks of continuous service is required by the employee (after the purchase of the clothing) to pay off the clothing.
- o The 'service credits' shall begin to accrue from the date of issue of the clothing.
- o Where the an Employee does not complete the total of 20 weeks continuous service following the clothing purchase, the residual cost of such footwear shall be invoiced to the employee, except when employment is terminated by the Employer through no fault of the Employee.
- o Where clothing has been provided to an Employee by the Employer and the Employee fails to wear the clothing in accordance with the criteria outlined below herein, the Employer shall be entitled to deduct the full cost of the clothing from the Employee's payment of wages if, the failure to wear the clothing continues after 1 warning for such an offence:

- The Employee shall be required to wear long sleeve shirts and long trousers at all times.
- Laundering and maintenance of the protective clothing shall be the responsibility of the Employee.

- Any deductions shall be in compliance with section 324 of the Act.

**14.4. Winter Jackets**

Employees shall be provided with a winter jacket, under the conditions outlined below:

- By nature of their work the Employee is subject to the elements;
- The jacket requested is of an approved type (i.e. 'fit-for-work-purpose'). The jacket is provided under a pay-back system, whereby 20 weeks of continuous service is required by the Employee (after the purchase of the clothing) to pay off the jacket.
- The 'service credits' shall begin to accrue from the date of issue of the jacket.
- Where the Employee does not complete the total of 20 weeks continuous service following the jacket purchase, the residual cost of such footwear shall be invoiced to the employee, except when employment is terminated by the Employer through no fault of the Employee.
- The life of the jacket is prescribed as a minimum of three (3) years and shall only be replaced when it can be demonstrated that it requires replacement due to fair wear and tear.
- Any deductions shall be in compliance with section 324 of the Act.

**14.5. Sunscreen**

Employees shall have access to SPF 30+ broad spectrum sunscreen. Employees shall, prior to commencing work in the open, apply the sunscreen to all exposed areas of their body, including lips. The sunscreen shall be reapplied during the provided rest interval/break and again during their meal break. If an Employee requires a particular type of sunscreen because of medical reasons they shall provide appropriate medical proof of such reasons to the Employer or, relevant safety supervisor whereby the particular type of sunscreen shall be subsequently provided.

**14.6. Safety Glasses, Earplugs, Sun Glasses**

Employees will be provided with safety glasses and sun-safety glasses (both complete with protective slip-case) and washable earplugs.

## **15. TOOLS**

Employees shall supply, maintain and bring to work daily, the full set of tools as listed in the Electrician's Tool Kit at Appendix A herein. Where this does not occur, the time spent by an employee, ensuring compliance with this clause, shall be unpaid.

**15.1. Tool Belts/Trays**

Employees shall provide, wear and use a tool belt or tray (as listed in the relevant

tool kit list) designed to hold task-related tools to enable them to undertake their work in the most productive manner.

15.2. Standard

All tools shall be of an acceptable (i.e. functional) standard.

15.3. Replacement of Lost Tools

The Employer shall replace an Employees' lost tools under the following *conditions*.

- o The tools were stolen, as per items below;
- o This occurred in relation to work or a workplace/work-site the Employee attended under the direction of the employer.
- o Any claim for lost tools due to theft is accompanied by a police report.
- o The tools were validated by the Employer in accordance with this clause.
- o The tools were secured either by:
  - being locked in a company vehicle; or
  - being locked in a private vehicle that was situated on or adjacent to work or a work-site the Employee attended under the direction of the Employer; or
  - being locked in any locked storage facility situated on the Employer's premises, workplace, work-site, workshop or lock-up.
- o The Employer shall NOT replace lost tools whereby they were stolen when not securely stored as per one of the methods described herein above.

15.4. Validation of Tools

Employees shall provide the Employer visible evidence that the employee's tools satisfy the Electrician's Tool Kit at Appendix A, are a suitable standard and are available for use on site. The validation process shall be typically conducted at the following times:

- o Within 3 months of the commencement of this agreement.
- o Annually.

15.4.1. Tools in excess of the relevant tool kit list may also be validated at the Employee's request at any time for the purposes of potential compensation as a result of theft or damage. The use of special employee's tools beyond the approved tool list shall be at the absolute discretion of the Directors. Failure to undertake the tool validation process, shall result in no such compensation for loss or damage of tools.

## **16. TRAINING**

The Parties acknowledge the pace of technological and occupational health, safety and welfare change in the electrical, electronic and communications contracting industry and the need for them to understand those changes and have the necessary skill and knowledge requirements to maintain the company's competitive position within the industry. The Parties therefore agree to:

- Developing a more highly skilled and flexible workforce.
- Developing improved career opportunities for employees through appropriate

training and/or study.

16.1. Skills Database

Employees agree to participate in an appropriate skills analysis and subsequent training needs analysis conducted by the Company in relation to improving the utilisation of the Company's human resources.

16.2. Training Costs

The Company will pay for the reasonable costs of an Employee undertaking training or further education subject to the following conditions.

16.2.1. An Employee may be directed by the Company to attend training or further education during working hours and/ or outside of working hours and/ or in addition to working hours.

16.2.2. Where the Company directs an Employee to attend training or further education, the Employee will attend such training or further education either during working time and/ or in addition to their 38 hour (averaged) week. The Company will pay all the costs of this training or further education and pay the Employee at ordinary time rates for their time spent in attendance. Notwithstanding anything else in this Agreement, under no circumstances will the Employee receive overtime payments for attendance at any training or further education at any time.

16.2.3. Where the Company does not direct an Employee to attend training or further education, the decision as to whether or not payment for training or further education will be made for the training or further education itself, or for the Employee's attendance at such training or further education, is at the sole discretion of the Company.

16.2.4. Where an Employee requests the Company pay for training or further education which the Company considers is not relevant to its needs, the Company may still agree to pay for such training or further education however, the Employee shall attend the training or further education outside of their own working time and the Employee will not be paid any wages or other monies by the Company for their attendance at such training or further education.

16.3. Return of Service Obligation (Training Pay Back System)

The Parties agree that a pay-back system shall be used with respect to all costs incurred by the Company for Employee training. For the purpose of this pay back system, costs shall include, but not limited to, course fees, required text books and wages for training attended during ordinary working hours, that are associated with the training. These costs shall not exceed an amount that can be repaid within 12 months under either of the pay back methods outlined in this sub-clause.

16.3.1. It is clearly understood that the pay back system is designed to ensure that the recipient pays back the training costs by one of the following methods:

- Repay the costs by means of service to the company whereby, one (1) week's service is equivalent to \$50.00 costs;
- Repay the costs by means of an invoice to the employee at termination of employment.

16.3.2. It is clearly understood by the Parties that the pay back system is only applicable where:

- The training was requested by the Employee; and



- The Employee initiates termination; or
- The Employee's termination was due to serious misconduct.

16.4. Company Training

The Company may conduct Employee training on various contemporary workplace issues such as WH&S or technical related issues from time to time where operational requirements permit.

## **17. WORKPLACE DELEGATES' RIGHTS**

17.1. Clause 17 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

17.2. In clause 17:

17.2.1. **employer** means the employer of the workplace delegate;

17.2.2. **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

17.2.3. **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

17.3. Before exercising entitlements under clause 17, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

17.4. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

### **17.5. 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:

17.5.1. consultation about major workplace change;

17.5.2. consultation about changes to rosters or hours of work;

17.5.3. resolution of disputes;

17.5.4. disciplinary processes;

17.5.5. enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

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

### **17.6. Entitlement to reasonable communication**

17.7. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 17.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

17.8. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

### **17.9. Entitlement to reasonable access to the workplace and workplace**

**facilities**

- 17.9.1. The employer must provide a workplace delegate with access to or use of the following workplace facilities:
- 17.9.1.1. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - 17.9.1.2. a physical or electronic noticeboard;
  - 17.9.1.3. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - 17.9.1.4. a lockable filing cabinet or other secure document storage area; and
  - 17.9.1.5. office facilities and equipment including printers, scanners and photocopiers.
- 17.9.2. The employer is not required to provide access to or use of a workplace facility under clause 17.7(a) if:
- 17.9.2.1. the workplace does not have the facility;
  - 17.9.2.2. 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
  - 17.9.2.3. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

**17.10. Entitlement to reasonable access to training**

Unless the employer is a small business employer, the employer 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:

- 17.10.1. In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- 17.10.2. 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:
  - 17.10.2.1. full-time or part-time employees; or
  - 17.10.2.2. regular casual employees.
- 17.10.3. 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.
- 17.10.4. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer 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.
- 17.10.5. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- 17.10.6. The employer 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.
- 17.10.7. The workplace delegate must, within 7 days after the day on which the

training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

**17.11. Exercise of entitlements under clause 17**

17.11.1. A workplace delegate's entitlements under clause 17 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

17.11.1.1. comply with their duties and obligations as an employee;

17.11.1.2. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

17.11.1.3. not hinder, obstruct or prevent the normal performance of work; and

17.11.1.4. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

17.11.2. Clause 17 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

17.11.3. Clause 17 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 employer must not:*

17.11.4.(a) unreasonably fail or refuse to deal with a workplace delegate; or

17.11.5.(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

17.11.6.(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 17.

## PART 3: CONDITIONS OF EMPLOYMENT

### 18. WAGES (INCLUDING ALL PURPOSE ALLOWANCES)

- 18.1. Upon lodgement of this Agreement, the wage rates as set out in the table in Appendix A (Gross All Purpose Wage Rate) will be paid to Employees and shall form the gross ordinary rates of pay under this Agreement. The wage rates in this Agreement are more favourable than the rates of pay set out under the applicable Australian Fair Pay and Classification Scale.
- 18.2. The wage rates set out in the table in Appendix A (Gross All Purpose Wage Rate) are in compensation for all non-expense related (all purpose) allowances, excluding fares and travel allowances, but including and not limited to: tool allowance, electrical licence allowance, disability allowances, special allowances, construction allowances, dirty work allowances, height allowances, scaffolds or ladders allowances, wet places allowances, hot places allowances, furnace work allowances, insulation materials handling allowances, climatic conditions, underground work allowances, confined spaces allowances, ship repairs allowances, lack of amenities allowances, multi-storey allowances, towers allowances, asbestos allowances, BHAS (Pt. Pirie) and BHP (Whyalla/Iron Knob) allowances.
- 18.3. Wages (including applicable allowances) shall be paid (by electronic funds transfer) into the Employee's nominated bank account weekly on a weekday nominated by the Company. Wages due to the Employee upon termination shall be paid on the normal weekday pay day.
- 18.4. Employees shall be deducted pay for any hours of unauthorised absence from work.

### 19. ALLOWANCES

Expense related, and other allowances payable under this Agreement are described below, and provided in Appendix A of this Agreement.

- 19.1. Availability for Duty
  - 19.1.1. *Availability for Duty* shall mean that an Employee shall be available to the Employer by means of telephone or pager at any time that Employee is rostered for such duty.
  - 19.1.2. Where an Employee is on Availability for Duty, the Employee shall be paid an *Availability for Duty Allowance* as provided in Appendix A of this Agreement, and if required to work shall be paid at the appropriate rates of pay for actual time worked.
  - 19.1.3. *Actual time* worked shall mean the time taken from the Employee first receiving notification of a requirement to work until the time that the Employee has returned home after such work. Time spent travelling to and from a job will be considered time worked.
  - 19.1.4. *Any technical or other work related phone* call shall be treated as actual time worked for the purpose of this clause except the rest period shall not

be provided. Incidental and/or non-work related calls shall not constitute a call-out for the purposes of this clause.

19.1.5. Rest Period after Call Out

Where an Employee is required to work between 12.00am (midnight) and 5.00am on a weekday (Monday to Friday) the Employee shall have a rest period of at least ten (10) consecutive hours between the completion of work on one day and the commencement of nominal work on the next day or, next shift. This rest period shall be taken without loss of pay for the Employee/s' nominal hours of work occurring during such rest period. If on the instructions of the Employer such an Employee resumes or continues work without having had such a rest period, the Employee shall be paid at double rates until the Employee is released from duty for ten (10) consecutive hours.

19.2. Distant Work

If an Employee is required to remain away from their usual place of abode on distant work they shall be paid (in accordance with Appendix A of this Agreement) a *Living Away From Home Allowance* as well as an amount for *each meal taken* whilst travelling in relation to distant work.

19.3. First Aid

If an Employee has been trained to render first-aid, and is the current holder of appropriate first aid qualifications (i.e. a certificate from the St. John Ambulance or similar body) they shall be paid a weekly allowance (in accordance with Appendix 8 of this Agreement) if the Employee is appointed by the Employer to perform first-aid duties.

19.4. Licenses

19.4.1. Electrical Workers License

Employees employed by the Company in a full-time permanent electrical trades-person position shall be reimbursed for the costs incurred in renewing their electrical workers registration, under the following conditions:

- The Employee has been employed in such position by the company for a continuous period of three (3) years or more.
- The Employee has presented proof of their registration renewal to the Company.
- The Employee's registration renewal application was made after the date of the approval of this agreement.

19.4.2. Other Occupational Licenses

Employees shall be reimbursed for all costs incurred in obtaining and/or renewing occupational licenses used in the course of their employment with the Company, under the following conditions:

- The occupational license was obtained upon request by the Company. Note Clause 16.3 Pay Back System.
- The Employee presented proof of costs incurred as a result of obtaining and/or renewing the license/s to the Company.
- The license was obtained and/or renewed after the date of certification of this agreement.

19.5. Meals

If an Employee is required to work overtime for more than two (2) hours without being notified on the previous day or earlier that the Employee will be required to work, they shall be either supplied with a meal by the Employer, or paid an amount (in accordance with [Appendix A](#) of this Agreement) for the first meal and for each subsequent meal in accordance with the provisions of this Agreement.

19.6. Supervisors

19.6.1. In recognition of the increased level of responsibility, supervision and managerial functions performed by supervisors, a 3-level allowance structure (contained in [Appendix A](#)) shall apply to an Employee if the Company deems them to be performing either of the following two (2) roles:

19.6.1.1. **Leading hand** shall perform the duties as per 'Job Description - Leading Hand' (see attached [Appendix H](#), if applicable). In summary, this includes: supervising the work of other employees, liaising with and, assisting the project leader and/or the supervisor/sin the organising, programming and, general management of projects. A leading hand shall also perform the associated record keeping, reporting (quality assurance procedure) clerical and, logistical (ordering and procuring of materials, plant and equipment) duties as well as attend site meetings if/when required.

19.6.1.2. **Project leader** shall perform (in addition to the leading hand tasks) the duties as per 'Job Description - Project Leader' (see attached [Appendix](#), if applicable). In summary, this includes: administrative (record keeping), co-ordinating (quality assurance), clerical, operational (materials, plant and equipment) and, project set-up management functions as well as direct liaising with clients and attendance at site meetings if/when required.

19.6.2. All supervisors shall ensure that Employees under their direction are aware of the work schedules and time allocations for tasks. Subsequently, supervisors shall be required to also monitor and report the following (to management):

- Work progress on a daily basis.
- Work performed by employees under their direction.

19.6.3. All supervisors shall undertake any training deemed necessary by the Company in order to competently carry out the duties and functions of their role.

19.6.4. The allowance for supervisors shall be paid on ordinary time hours. The allowance shall be paid at ordinary time rates for Overtime, Double time or Shift Work hours worked.

19.7. Travel

19.7.1. If an Employee is required to, under the express direction of their Employer, use their own vehicle in the service of the Employer (travel between sites and/or workshop, travel to supplier to pick up materials

etc.) they shall be paid a mileage rate in accordance with Appendix A of this Agreement.

- 19.7.2. Where the Employer provides or, offers to provide an Employee with Company transport as the means of travel to a place other than the Company premises for work, the Employee shall receive no travel allowance. The Employee in this case, shall be paid reasonable travel time for any travel in excess of 50km.
- 19.7.3. If an Employee is required to travel in their own vehicle in order to start and/or finish work at the normal start and/or finish time/s at a place other than the Company premises but within 50km of the Company premises they shall be paid a travel allowance in accordance with Appendix A of this Agreement. The Employee in this case, shall also be entitled to reasonable travel time for travel in excess of 50km.
- 19.7.4. All travel time shall be paid in accordance with Appendix A of this Agreement.

## **20. PAYMENT OF WAGES & ALLOWANCES**

### **20.1. Records**

The Employer shall make and retain records relating to the employment of the Employee in accordance with the Act. These records shall include but not be limited to employment details, time sheets and pay slips and shall record details of the Employee's leave, pay and other entitlements in accordance with the Act.

### **20.2. Time Sheets**

Time sheets must be accurately completed and returned by the normal finish time on Wednesday. In cases where an Employee fails to provide a time sheet payment will be made based on that Employee's standard working week without allowances. This will be adjusted when the time sheets are received (i.e. in the following week's pay, unless the time sheet has still not been submitted).

### **20.3. Electronic Funds Transfer**

Unless mutually agreed otherwise wages shall be paid by electronic funds transfer into Employees' nominated bank accounts on a weekly basis. The Employer will make split payments under the following conditions:

- o If the Employee requests such split payments; and,
- o To a maximum of two separate (2) accounts per Employee.

### **20.4. Weekly Pay Slips**

Weekly pay slips shall be e-mailed, (unless hand delivered, sent by regular post or by other mutually agreed method) on the day they are processed, which shall be on or, prior to the nominated Company pay day and, they shall contain the following information:

- o Name of Employee.
- o The date of the payment.
- o Period to which pay relates.
- o Ordinary hourly rate.
- o Overtime rates.

- o Number of hours or days worked during the period distinguishing between ordinary time and overtime.
- o Any additional allowances that are included in the net amount of the payment.
- o All deductions from the Employee's gross pay.
- o Amount of superannuation contribution and the name of the fund or scheme.
- o Gross payment and amount actually paid.

## **21. HOURS OF WORK**

The Parties agree that an efficient and flexible approach is vital if they are to share the benefits of a successful and harmonious workplace.

### 21.1. Ordinary Hours of Work

21.1.1. The hours of work as a full time Employee shall be the average of *38 hours per week* (38hrs averaged over twelve month period) *plus reasonable additional hours*

21.1.2. Hours of work shall be worked between 5:00am and 7:00pm, Monday to Friday. The normal start time is 7.00am and normal finish time is 3.30pm, and these may be varied from time to time by the Company (for example: due to project requirements or seasonal weather variations)

<b>Averaging of 'Hours of Work' Over a '12 Month Period'</b>						
Weekly Hours of Work	Weekly Pay	Weeks Worked	Total Hours Worked	Hours Paid	Annual Leave Paid	Total Hours Paid
<b>40 hours</b>	38 hrs	45.6 wks	1824 hrs worked	1732.8 hrs (45.6 wks)	6.4 wks (243.2 hrs)	1976 hrs
<i>38hours (comparison)</i>	<i>38hrs</i>	<i>48wks</i>	<i>1824 hrs worked</i>	<i>1824 hrs (48 wks)</i>	<i>4 wks (152 hrs)</i>	<i>1976 hrs</i>

21.1.3. Hours of work shall not exceed *8 hours per day*. Provided that by mutual agreement between the Company and the Employee, *up to 12 hours may be worked per day*, whereby the maximum hours paid at ordinary rates of pay shall still be 38 per week (averaged over a twelve month period).

21.1.4. An Employees' weekly hours of work can consist of a *mixture of both non-shift work and shift-work*. The Employee can be required to work both non-shift work and shift work within a 24-hour period provided that the Employee has received a minimum of 24 hour's notice and the required rest period/s prescribed in this Agreement.

21.1.5. Employees shall have a rest period of at least ten (10) consecutive hours between the completion of work on one day and the commencement of ordinary work on the next day or, next shift. This rest period shall be taken without loss of pay for the Employee's ordinary hours of work occurring



during such rest period. If on the instructions of the Employer the Employee resumes or continues work without having had such a rest period, the Employee shall be paid at double rates until the Employee is released from duty for ten (10) consecutive hours.

21.2. Punctuality

It is clearly recognised by the Parties that it is inefficient to start working after the nominated start time and/or finish working before the nominated finish time. Therefore, it is agreed and clearly understood that the Employee shall:

- o Arrive and prepare for work prior to the nominated start time in order to commence work at the nominated start time.
- o Have a maximum of five (5) minutes prior to the nominated finish time to pack up and clean up in order to cease work as close as possible to the nominated finish time.
- o Observe rest and, meal break times so that the relevant nominated break time is not exceeded.

## **22. MEAL BREAKS & REST INTERVALS**

- 22.1. Employees shall not be compelled to work for more than five (5) hours without having an unpaid meal break. If an Employee, by mutual arrangement continues work beyond that time because of emergency work problems, they shall be paid at the rate of time and a half until a meal break is given or the ordinary daily hours of work as prescribed are completed.
- 22.2. Employees shall be allowed one paid rest interval of 10 minutes on each day between the time of commencing work and the usual meal interval. The rest interval shall be counted as part of time worked.

## **23. SMOKING**

Employees agree to strictly adhere to the Company non-smoking policy with respect to the following guidelines:

- No smoking in designated non-smoking areas at the workplace/s and/or work-sites.
- No leaving the designated non-smoking areas at workplaces and/or work-sites to smoke UNLESS during an authorised rest or, meal break.

## **24. OVERTIME**

Employees will be required to work reasonable additional hours (overtime) outside of the ordinary hours of work outlined in this Agreement in order to meet the operational requirements of the Company and the productivity requirements of each job, project and/or client.

24.1. Reasonable Overtime

24.1.1. Company Operational Requirements

The nature of the Company's operational requirements, business and

clients requires the Employee to work overtime as a result of:

- Client expectations and time pressures to complete jobs on time and within budget;
- Increases and decreases to work volumes and work flows;
- Breakdowns;
- Power failures;
- Emergency;
- Out of hours shutdowns.

24.1.2. Employee May Refuse to Work Overtime on Certain Grounds

An Employee may refuse to work overtime in circumstances where such work would result in the Employee working hours which are unreasonable having regard to the following criteria:

- Any risk to Employee health and safety;
- The Employee's personal circumstances including any family responsibilities;
- The needs of the workplace or enterprise;
- The notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it;
- Any other relevant matters.

24.2. Selection of Personnel for Overtime

The Company may select Employees for overtime who the Company consider to be the most appropriate with respect to the following criteria:

- Skills and/or experience required;
- Amount of reasonable overtime already worked.

24.3. Penalty Rates for Overtime

All time worked in excess of the nominal working hours (i.e. more than 8 hours per day/40 hours per week), shall be classed as overtime and paid in accordance with the following.

Monday to Saturday	Time and a half for the first 3 hours and double time thereafter
Sunday	Double time
Public Holidays	Double time and a half

24.4. In computing overtime each day's work shall stand alone.

24.5. Time Off in lieu of Payment for Overtime

Where an Employee works overtime, the Employee may by mutual agreement with the Company, forego payment for the overtime and be released for an equivalent period of hours with pay at a mutually agreed time (i.e. on an hour for hour basis).

24.6. Minimum Payment for Weekend & Public Holiday Overtime

If an Employee is required to work overtime on a Saturday, Sunday or Public Holiday prescribed in this Agreement, they shall be paid a minimum of three (3) hours at

the appropriate penalty rate. Leading Hands and Project Leaders shall be paid the normal rate of their respective allowances for any overtime worked.

24.7. Overtime Meal Breaks

24.7.1. Employees shall not be required to work for more than four (4) hours overtime continuously without a twenty (20) minute paid meal break on a weekend or public holiday.

24.7.2. If an Employee is required to work two (2) hours or more overtime on a weekday, the Employee, before starting such overtime (after working ordinary hours) shall be allowed a meal break of twenty (20) minutes which shall be paid for at ordinary rates.

24.7.3. The Employer and Employees may agree to any variation on this provision to meet the circumstances of the work in hand, provided that the Employer shall not be required to make any payment in respect of any time allowed in excess of twenty (20) minutes.

24.8. Rest Period After Overtime

Employees, shall have a rest period of at least ten (10) consecutive hours between the completion of any overtime on one day and the commencement of ordinary work on the next day or, next shift. This rest period shall be taken without loss of pay for the Employee's ordinary hours of work occurring during such rest period. If on the instructions of the Employer the Employee resumes or continues work without having had such a rest period, the Employee shall be paid at double rates until the Employee is released from duty for ten (10) consecutive hours.

24.9. Minimum Payment for Call Back Overtime

If an Employee is recalled to work overtime after leaving the Employer's business premises or the jobs at which the Employee is engaged, they shall be paid for a minimum of four (4) hours' work at the appropriate rate for each time the Employee is so recalled. This shall not apply where it is customary for the Employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to an overtime meal break) with the completion or commencement of ordinary working time. Overtime worked as specified in this sub-clause shall not be regarded as overtime for the purposes of the availability for duty provisions as contained in this Agreement, where the actual time worked is less than four hours on such recall.

24.10. No Entitlement to Penalty Rates AND Shift Loading

Under no circumstances shall an Employee be entitled to overtime penalty rates under this clause and a shift loading under any other part of this Agreement at the same time (i.e. the Employee shall only be entitled to one or the other).

## 25. DISTANT WORK

25.1. Employees agree that they are prepared to undertake a *reasonable share of distant work* as and where required by the Company.

25.2. If an Employee is engaged on a job where the Employee is required to remain away from their usual place of abode and reside elsewhere than on the site (or adjacent to the site and provided with transport) they shall be paid the appropriate travelling

allowance outlined in this Agreement (see Appendix A). Whilst residing on or adjacent to the site, Employees shall not be entitled to any travelling allowance.

25.3. If an Employee is required to remain away from their usual place of abode they shall be provided with appropriate standard level of single accommodation, 3 meals per day and be reimbursed for all fares reasonably incurred.

25.4. Selection of Personnel for Distant Work

It is agreed that the Company may select Employees for distant work who, the Company consider to be the most appropriate with respect to the following **criteria**:

- o Skills and/or experience required.
- o Amount of reasonable distant work already performed.

In order to establish volunteers for distant work employee/s shall be notified of the following *details* (in relation to the distant work):

- o Duration.
- o Location.
- o Board and lodging arrangements.
- o Allowance arrangements.
- o Overtime arrangements.

25.5. Declining Distant Work and Redundancy

In the event of an Employee declining reasonable distant work when insufficient volunteers can be established and the Employee is subsequently made redundant as a result, the redundancy provisions contained in this Agreement shall not apply.

## 26. SHIFT WORK

26.1. A shift is comprised of ordinary hours of work as defined in this Agreement (38 hours per week between 5:00am and 7:00pm, Monday and Friday) with the exception that a shift finishes between the hours of 6.00pm on one day and 8.00am the next.

26.2. Shift Work Loading

Weekday shifts finishing between 6.00pm and 8.00am	20% for the whole shift
--	-------------------------

26.3. Shift Work Overtime

For all time worked in excess of the ordinary working hours (i.e. more than 8 hours per day/40 hours per week, on a weekend, or a public holiday) prescribed by this Agreement on a shift, Employees shall be paid in accordance with the overtime provisions in this Agreement.

26.4. No Entitlement to Shift Loading AND Penalty Rates on a Split Shift

A combination of the shift loading and overtime penalty rates may apply to a particular shift (i.e. where a weekday shift overlaps with overtime (i.e. weekend) hours). Under no circumstances shall an Employee be entitled to a shift allowance under this clause and the overtime penalty rates under any other part of this

Agreement at the same time (i.e. the Employee shall only be entitled to one or the other).

Example: An 8 hour shift commencing at 8pm on a Friday and finishing at 4am on a Saturday would attract the 20% loading for the first four (4) hours and the applicable overtime penalty rate/s for Saturday for the last four (4) hours. Hours (i.e. overtime) worked beyond 4am on the Saturday shall continue to be paid at the applicable overtime penalty rate.

**26.5. Daylight Saving**

If an Employee is employed on shift work during the transition into or, out of daylight saving, the shift shall be worked from the rostered start time until the rostered finish time. However, the Employee shall be paid for the number of hours actually worked at the appropriate rate/s.

**26.6. Non-successive shifts**

An employee who works on an afternoon or night shift (shifts finishing between 6pm and 6am the next day) which does not continue for at least 5 successive afternoons or nights must be paid for such shift as follows:

26.6.1. for a full-time or part-time employee, at 150% of the ordinary hourly rate for the first 2 hours and 200% of the ordinary hourly rate thereafter or

26.6.2. for a casual employee, at 187.5% of the ordinary hourly rate for the first 2 hours and 250% of the ordinary hourly rate thereafter.

**26.7. Rest Period After Shift Work**

An Employee, when going on shift, changing shift or returning to day work shall have a rest period of at least ten (10) consecutive hours between the completion of any shift work and the commencement of ordinary hours of work within the ordinary span of hours (5.00am-7.00pm) or, the next shift. This rest period shall be taken without loss of pay for the Employee's ordinary hours of work or, ordinary hours of shift work, occurring during such rest period. If on the instructions of the Employer the Employee resumes or continues work without having had such a rest period, the Employee shall be paid at double rates until the Employee is released from duty for ten (10) consecutive hours.

## **27. PUBLIC HOLIDAYS**

27.1. Employees (being on weekly hiring) shall be entitled to the public holidays as gazetted in South Australia without loss of pay or, any other entitlement (or such other days as may be declared or substituted in the State or Territory the employee is working in).

27.2. By agreement between the Employer and an Employee, other days may be substituted for the said days.

## **28. ANNUAL LEAVE**

28.1. Entitlement to Annual Leave

- 28.1.1. The Employees' entitlement to annual leave under this Agreement shall, from the date of lodgement of this Agreement, be at least in accordance with the NES. The Employee will be entitled to 6.4 weeks (six weeks and two days) paid (38 hours) annual leave.
- 28.1.2. If an Employee becomes a Shift worker (as defined in the Electrical, Electronic and Communications Contracting Award 2020) they shall be entitled to up to one (1) additional week paid annual leave per annum. The additional one (1) week annual leave for shift workers will be an entitlement accrued on a pro-rata basis depending upon the number of months each year the Employee works as a shift worker.
- 28.1.3. Employees shall receive a leave loading of 17.5% in respect to any annual leave taken. This loading shall apply to the cashing out of annual leave or, proportionate leave paid out upon lawful termination initiated by the Employer.

28.2. Accrual of Annual Leave

Annual leave will accrue and be credited each month to Employees on a pro-rata basis of ordinary hours worked or paid.

28.3. Taking Annual Leave

- 28.3.1. The Employer and Employee shall seek to reach *agreement on a mutually convenient time* (having regard to overall operational and staffing requirements of the Company) for annual leave to be taken by the Employee.
- 28.3.2. An Employee is required to provide at least one (1) month's notice of a request to take annual leave, however, final approval shall lie with the Company.
- 28.3.3. The Employer may allow an Employee to take annual leave before the right to take it has accrued, but where such leave is taken, a further period of leave shall not commence to accrue until after the expiration of the twelve (12) months service that was required to accrue the right to take the annual leave. Where annual leave or part thereof has been granted before the right to take it has accrued and the Employee subsequently leaves before completing the required twelve (12) months service, and the amount paid by the Employer to the Employee for the annual leave taken exceeds the amount the Employer is required to pay to the Employee on termination, the Employer shall not be liable to make any payment to the Employee for annual leave and shall be entitled to deduct the amount of excess from any remuneration payable to the Employee upon termination of employment.
- 28.3.4. Where an Employee has more than eight (8) weeks annual leave entitlement accrued to them, the Company may direct the Employee to take annual leave by providing a minimum four (4) weeks notice to the employee. Such direction shall only apply to a maximum of one quarter of the leave credits owing to the employee.
- 28.3.5. The Company may direct an Employee to take any accrued annual leave during the Company's annual close down (i.e. Christmas/New Year period). If the Employee does not apply for leave during this period they may be required to take annual leave or, where the Employee has not yet accrued such annual leave take annual leave in lieu where

industry/operational requirements demand. Where leave is taken in lieu, any future accrued annual leave shall be deducted in accordance with the amount of leave taken during the close down.

- 28.3.6. If a public holiday (as prescribed in this Agreement) falls within the Employee's annual leave and, is on a day which would have been an ordinary working day, then extra time equivalent to the public holiday shall be added to the Employee's annual leave.

Employees shall not offer their services to any other Employer during the period the Employee is on paid annual leave and, the Employer shall not engage an Employee who is on paid annual leave.

**28.4. Payment of Annual Leave**

Wages paid to an Employee whilst on annual leave shall be the gross ordinary rate of pay as for the classification in which the Employee was ordinarily employed immediately prior to the commencement of annual leave or, the termination of employment, as the case may be.

**28.5. Cashing Out Annual Leave**

Annual leave may be cashed out by agreement between the Company and an Employee, subject to the following conditions:

- o The Employee must elect in writing to cash out annual leave;
- o The Employee must not cash out more than two (2) weeks annual leave in each twelve (12) month period;
- o The Employee must retain a balance of at least four (4) weeks' annual leave after the cashing out.
- o The Company must agree to the Employee cashing out their annual leave.

**28.6. Annual Leave upon Termination of Employment**

Upon termination of an Employee's employment the value of the Employee's accrued but untaken annual leave shall be paid to the Employee.

**29. PERSONAL LEAVE**

**29.1. Definition of Personal Leave**

Personal carer's leave is defined in accordance Division 7 of Part 2-2 of the Act and includes paid sick leave (accrued under the NES) and paid or unpaid carer's leave (accrued under the NES).

**29.2. Entitlement to Personal Leave**

An Employee is entitled to personal/carer's leave under this Agreement, from the date of lodgement of this Agreement, in accordance with the NES. The Employee, shall be entitled to paid personal carer's leave of 1/26th of their nominal hours worked per annum (i.e. ten (10) days per year).

**29.3. Payment of Personal Leave**

Payment for paid personal/carer's leave shall be in accordance with Section 99 of the Act (i.e. ordinary rate of pay).

**29.4. Accrual of Personal Leave**

The entitlement to paid personal carer's leave shall accrue and be credited to the

## Niramar (SA) Pty Ltd ENTERPRISE AGREEMENT 2024

---

Employee each month on a pro-rata basis of nominal hours worked or paid in accordance with the NES.

### 29.5. Sick Leave Entitlement

29.5.1. An Employee is entitled to use their paid personal carer's leave accruals as paid sick leave in accordance with the NES.

29.5.2. An Employee is not entitled to be paid sick leave whilst they are in receipt of workers' compensation payments.

### 29.6. Payment of Sick Leave

29.6.1. Payment for sick leave is conditional upon the Employee informing the Supervisor, as soon as is reasonably practicable, of the inability to attend work, the nature of the illness and the estimated duration of the absence. Notification by Text/SMS (Short Message Service) is not acceptable.

29.6.2. Payment for sick leave is conditional upon the Employee also providing to the Company a Medical Certificate (or Statutory Declaration where a medical certificate is not available) for any absence due to illness where the absence:

- Occurs during the first six (6) months of employment; or
- Is of two (2) or more consecutive day's duration; or
- Occurs after the first three (3) single sick days in a 12 month period; or
- Occurs on a public holiday or on either rostered shift immediately before or after the public holiday; or
- As specifically requested by the Company.

29.6.3. In the event that an Employee is absent from work other than on approved sick leave and does not produce a Medical Certificate as required pursuant to this clause, the Employee will be deemed to have been absent from work without authorisation and will not be paid for ordinary hours/any part of ordinary hours or, any shift/part of a shift that is missed.

### 29.7. Accumulation of Sick Leave

Any part of the sick leave entitlement which has not been taken in any year may be claimed in a subsequent year of continued employment.

### 29.8. Carer's Leave Entitlement

Employee are entitled to use up to a maximum of ten (10) days per annum (i.e. in any one year) of their paid personal carer's leave accruals as carer's leave to provide care and support to a member of their immediate family or household who requires special care and support because of:

- o A personal illness or injury of the member; or
- o An unexpected emergency affecting the member.

29.8.1. Employees are entitled to a further two (2) days unpaid carers leave on each occasion where care is required beyond the maximum paid carer's leave.

29.8.2. To qualify for unpaid carer's leave the Employee must have already used all of their paid carer's leave entitlements and satisfy Division 7 of Part 2- 2 of the Act.

### 29.9. Payment of Carer's Leave

29.9.1. To qualify for paid carer's leave for leave to care due to personal illness or injury of the person concerned, the Employee must provide a medical certificate or statutory declaration (if a medical certificate is not available) stating that there is an illness or injury and the requirement for care or



support.

29.9.2. To qualify for paid carer's leave, for an unexpected emergency, the Employee must provide a statutory declaration stating the nature of the emergency and the requirement for care or support.

29.10. Compassionate Leave

29.10.1. An Employee's entitlement to paid compassionate leave under this Agreement shall be in accordance with the NES.

29.11. An Employee is entitled to compassionate leave for the purposes of spending time with a person who:

- o Is a member of the Employee's immediate family or household; and
- o Has a personal illness, or injury, that poses a serious threat to their life; or
- o After the death of a member of the employee's immediate family or a member of the employee's household.

29.12. Compassionate Leave Entitlement

An Employee is entitled to a period of two (2) days of compassionate leave per occasion that a member of the Employee's immediate family or household:

- o Contracts or develops a personal illness that poses a serious threat to their life; or
- o Sustains a personal injury that poses a serious threat to their life; or
- o Has a miscarriage or still birth; or
- o dies.

29.13. Payment of Compassionate Leave

29.13.1. In order to qualify for payment for compassionate leave, the Employee must provide the Company evidence that the Company reasonably requires of the illness, injury or death.

29.13.2. Payment for paid compassionate leave shall be in accordance with Section 106 of the Act (i.e. ordinary rate of pay).

## **30. PARENTAL LEAVE**

An Employee is entitled to parental leave in accordance with the NES under Division 5 of Part 2-2 of the Act.

## **31. LONG SERVICE LEAVE**

31.1. Employees shall be provided long service leave in accordance with the Long Service Leave Act 1987.

31.2. If an Employee mainly performs installation work they shall be provided portable long service leave in accordance with the Construction Industry Long Service Leave Act 1987.

## **32. JURY SERVICE**

32.1. Payment

If an Employee is required to attend for jury service during ordinary working hours shall be

reimbursed by the Employer an amount, equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service up to a maximum of ten (10) days jury service.

32.2. Proof and Notification

Employees shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service. Further the Employee shall give the Employer proof of attendance in the form of a Sheriff's Certificate showing the duration of such attendance and the amount received in respect of such jury service.

### **33. INCLEMENT WEATHER**

33.1. Definition and Payment

33.1.1. Inclement weather shall mean the existence of continuous abnormal and/or extreme climatic conditions including,

- (a) hail,
- (b) snow
- (c) cold
- (d) severe dust storm
- (e) smoke or poor air quality
- (f) extreme high temperature
- (g) high humidity
- (h) high wind
- (i) Rain affected work site

33.1.2. whereby it is either unsafe and/or unreasonable-for Employees, exposed to this weather, to continue working.

33.1.3. Each affected Employee shall be entitled to payment by the Company for ordinary time lost through inclement weather for up to 24 hours in every period of four weeks, where the procedures outlined in this clause are complied with

33.2. Conference Procedure

33.2.1. On The site supervisor, when requested by the Employees, shall advise the Company of the Employees' claim that inclement weather exists on site. This advice shall occur within sixty (60) minutes of such request being made by the Employees.

33.2.2. Where it is confirmed by the Parties that inclement weather does exist, the Company shall implement the appropriate option under the relevant inclement weather sub-clauses herein.

33.2.3. For the purposes of determining the temperature for inclement HOT weather, the temperature shall be sourced, during this conference, from either the South Australian Bureau of Meteorology station geographically nearest the work site or, [www.bom.gov.au](http://www.bom.gov.au) web site.

33.3. Inclement WET Weather – Continuous Rain

33.3.1. Employees shall not be required to work whilst exposed to continuous rain. However, Employees shall remain on site (in a location/amenity unaffected

by the inclement weather) for a minimum period of three (3) hours from when the inclement weather conference procedure commences.

33.3.2. If, at any stage during this three (3) hour period the inclement weather ceases to exist, Employees shall return to work.

33.3.3. During this three (3) hour period, Employees may be required to comply with any of the following options:

33.3.3.1. Employees exposed to such weather whilst working shall be relocated to alternative work (which is undercover and/or not exposed to continuous rain) on the same site if possible or, such work on an alternative site. If relocated to an alternative site, employees shall be entitled to the appropriate travelling and transport provision/s contained in this Agreement.

33.3.3.2. Where Employees are required, by the site safety officer or, by the Employer to continue working in the continuous rain for safety or emergency purposes only, the Employer shall provide appropriate wet weather equipment and clothing. Such equipment and clothing shall remain the property of the Employer.

33.3.3.3. Where all available options have been exhausted and the Parties have complied with the procedures provided herein (i.e. remained on site for the minimum three (3) hours etc.), Employees shall then be allowed to leave the work site without loss of pay.

#### 33.4. Inclement HOT Weather - Extreme Heat

33.4.1. Employees shall not be required to work whilst exposed to extreme heat on commercial building sites within a 50km radius of the Adelaide GPO.

33.4.2. Where it is confirmed by the Company and Employees that the temperature is 35 degrees Celsius, Employees shall no longer be required to work in exposed (non-shaded) areas. These Employees may be relocated to a non-affected area at any time.

33.4.3. Where it is confirmed by the Company and Employees that the temperature is 37 degrees Celsius or greater, Employees (excluding those Employees working in air-conditioned areas) may be relocated to an air-conditioned area on the same site if possible. Employees who cannot be relocated to an air-conditioned area shall be allowed to leave the work site without loss of pay.

33.4.4. Employees may be relocated from their ordinary work site to an alternative work site (that may either provide air-conditioning, or not be exposed to such extreme heat), provided they are given notice prior to the normal finishing time on the preceding day, where the anticipated temperature is 37 degrees Celsius or greater.

33.4.5. Employees working in air-conditioned areas shall continue to work at all times.

## **34. COMPANY VEHICLES**

### 34.1. Company Vehicle Policy

Employees shall not operate a Company vehicle without first reading and acknowledging the

## Niramar (SA) Pty Ltd ENTERPRISE AGREEMENT 2024

---

Company Vehicle Policy (Appendix B) of which, a copy shall be placed in each vehicle.

### 34.2. Use of Company Vehicles

The Company may provide limited private use of a Company vehicle to an Employee by mutual agreement, in accordance with the Company Vehicle Policy.

### 34.3. Damage/s to Company Vehicles

All costs associated with damages sustained to a Company vehicle during work hours (including direct travel to and from work to home) shall be incurred by the Company except, where insurance has become void through the fault of an Employee whereby the Employee may become liable for costs. In the case of damages sustained outside of working hours, an Employee will be required to pay the insurance excess at a rate of no less than \$50 per week.

## 35. REDUNDANCY

- 35.1. In addition to the period of notice prescribed for ordinary termination, the Employee whose employment is terminated by reason of redundancy shall be entitled to the amount of redundancy pay in line with current legislation. Insofar as new legislation is introduced in relation to redundancy provisions, the new legislation will prevail and the previous legislation will be null and void.

## 36. TERMINATION OF EMPLOYMENT

### 36.1. Period of Notice

- 36.1.1. In order to terminate the employment of an Employee the Employer shall give to the Employee the period of notice specified in the table below, or payment in lieu thereof.

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

- 36.1.2. In addition to this notice period, if an Employee is over 45 years of age with not less than two (2) years continuous service at the time of the giving of notice they shall be entitled to an additional week's notice.

### 36.2. Entitlements on Termination

- 36.2.1. Where notice has been given an Employee shall continue in employment until such notice expires.
- 36.2.2. Employees shall terminate employment at one (1) week's notice, at any time during the week, or by payment, or forfeiture as the case may be, of a week's wages for ordinary time worked.
- 36.2.3. If an Employee fails to give notice the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

### 36.3. Abandonment of Employment During Notice Period

If an Employee has given or been given notice and then absents themselves from work during

that period of notice without reasonable cause (proof of which shall lie with the Employee), they shall be deemed to have abandoned the employment and shall not be entitled to any payment for work done by themselves within that period.

36.4. Summary Dismissal

Nothing in this clause shall affect the right of the Employer to dismiss an Employee without notice for malingering, inefficiency, neglect of duty, misconduct or refusing duty and in such cases the wages shall be paid up to the time of dismissal only.

36.5. Stand Downs

Nothing in this Agreement shall affect the right of the Employer to deduct payment for any day an Employee cannot be usefully employed because of any stoppage of work by any cause for which the Employer cannot reasonably be held responsible.

### **37. CONSULTATIVE MECHANISM**

37.1. This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to the Company; and
- (b) the change is likely to have a significant effect on Employees.

*Major Change*

37.2. For a major change referred to in paragraph 37.1(a):

- (a) The Employer must notify the relevant Employees of the decision to introduce the major change.
- (b) Subclauses 37.3 to 37.9 apply.

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

37.4. If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

37.5. As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion - provide, in writing, to the relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.

## Niramar (SA) Pty Ltd ENTERPRISE AGREEMENT 2024

---

- 37.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 37.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 37.8. If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 37.2(a), 37.3 and 37.5 are taken not to apply.
- 37.9. In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

### **Change to regular roster or ordinary hours of work**

- 37.10. For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses 37.11 to 37.15 apply.
- 37.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 37.12. If:**
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 37.13. 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).
- 37.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

37.16. In this term:

**relevant employees** means the Employees who may be affected by a change referred to in subclause 37.1.

## **38. FLEXIBILITY**

38.1. The Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the Agreement deals with 1 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 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Employer and Employee.

38.2. 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

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.

38.3. 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 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.

38.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

38.5. 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.

## **39. ENTERPRISE SPECIFIC MATTERS**

### 39.1. Temporary Higher Duties/Changing Work Vocations

39.1.1. Employees agree that the Company need only make payment for the use of specialist skills above those for which the person was originally employed, for those days when those specialist skills are used with a minimum increment period of one (1) standard day. This includes temporary promotion to leading hand and special class work and all other situations. However, any such instances are to be agreed between the Company and the Employee beforehand.

39.1.2. Employees shall work effectively at a different work vocation or, in a different classification on a temporary basis, where Company operational requirements demand, under the following conditions:

- Employees shall not be paid less than their ordinary rate of pay for the duration of the temporary higher duties/changed work vocation;
- Whether an Employee is selected and/or retained in the different work vocation or higher duties role shall be at the discretion of the Company.

## **40. EMPLOYEE SUPERANNUATION FUND**

It is agreed between the Parties that the Company will pay an eligible Employee their weekly superannuation contributions to a superannuation fund as determined by the Employee upon commencement of their employment. Where the Employee does not make a choice of superannuation fund (upon commencement of their employment) the Employer shall make the required statutory contributions to the default MySuper approved fund, CBUS, until the time when such a choice is requested by the Employee.

## **41. ADDITIONAL EMPLOYER SUPERANNUATION**

In lieu of any income protection for the employee, the Company shall make additional superannuation contributions, on behalf of the employee, to the employee's superannuation fund. This 'additional employer superannuation' shall be made in addition to the mandatory (currently 12%) employer superannuation contribution required under the applicable Superannuation laws, as amended from time to time.

### 41.1. Payment Distribution

The Company will pay the following applicable amounts of additional employer superannuation to the employee's superannuation fund at the end of each month:

- o \$17.00 per week for Tradesperson.



## APPENDICES

### APPENDIX A

#### Schedule 1 – Wage Rates

Classification Scales	Upon Lodgment 2024 (First full pay period on or after)		15 <sup>th</sup> Jan 2025 (3% increase) (First full pay period on or after)		15 <sup>th</sup> Jan 2026 (3% increase) (First full pay period on or after)		15 <sup>th</sup> Jan 2027 (3% increase) (First full pay period on or after)	
	Hourly Rate	Weekly Rate	Hourly Rate	Hourly Rate	Weekly Rate	Weekly Rate	Hourly Rate	Weekly Rate
Grade 5	\$45.00	\$1710.00	\$46.35	\$1,761.30	\$47.74	\$1,814.14	\$49.17	\$1,868.56

**Niramar (SA) Pty Ltd ENTERPRISE AGREEMENT 2024**

---

**Schedule 2 – allowance**

<b>Availability for Duty (Clause 19.1)</b>	
Availability for Duty Allowance	\$90.84 per week
<b>Distant Work (Clause 19.2)</b>	
Living Awat from Home Allowance	\$701.21
Allowance Taken for Meals whilst travelling	\$20.00
<b>First Aid (Clause 19.3)</b>	
First Aid Allowance (for appointed Employees)	\$21.68
<b>Overtime Meals (Clause 19.6)</b>	
Allowance for meals whilst performing overtime	\$20.00
<b>Supervisors (Clause 19.6)</b>	
Leading Hand Level 1 (3 –10 employees)	\$44.39 per week
Leading Hand Level 2 (11 –20 employees)	\$61.94 per week
Leading Hand Level 3 (20+ employees)	\$83.62 per week
<b>Travel (Clause 19.7)</b>	
Mileage Rate	\$0.95 per kilometre
Travel Allowance (own vehicle up to 50 kms)	\$40.00 per day
Payment for Travel Time (Monday – Saturday)	Single rates of pay
Travel Allowance (Sunday & Public Holidays)	Time and a half rate of pay
<b>BOOT ALLOWANCE</b>	
Boot Allowance	\$150

**Electrician's Tool Kit**

Allen Keys (Metric/Imperial)	Screwdriver (small)
Chisel Cold	Insulated terminal screw driver
Chisel 1/2" Wood	Screwdriver (medium)
Crimping Tool (up to 16mm <sup>2</sup> )	Screwdriver (large)
Silicon Gun	Screwdriver (Philips head - small)
Battery Drill 18v (min) - 13mm chuck.	Screwdriver (Philips head - medium)
1 inch half round file	Claw Hammer
Hole Saw Kit (company to provide replacement holesaws in exchange for used)	Mash Hammer /Mallet (3lb)
Hacksaw	Electrician's Knife or Stanley Knife
Keyhole Saw ('Gyprock' saw)	Tin Snips (10")
Volt Stick	Bootlace crimper (0.5mm <sup>2</sup> to 16mm <sup>2</sup> )
Conduit Wire Saw (catenary wire acceptable)	Electronic side cutters (typically <150mm)
Conduit/Duct Cutters - optional	Gas soldering iron (needle point tip)
8" Cable Cutter (Optional)	Steel Square
8" Side Cutter	Spirit level 300mm
Pliers (insulated 8' combination)	Tape Measure (8 metre minimum)
Pliers (long nose)	Torch
Multigrips	Multi meter
Vice Grips	AS 3000 - Wiring Rule Book (Up to Date)
8" Shifting Spanner ("Shifter")	Spanner and Socket Set (6 - 25 mm)

**Note:**

- All tools as prescribed above must be of an agreed acceptable standard.
- This is an absolute minimum list and employees should either acquire the right tool to make their job easier or discuss the potential for the Company to buy a specific tool.

## APPENDIX B

### Company Motor Vehicle Policy

#### Conditions Of Use Of Company Motor Vehicles

Company Vehicles are only to be provided for work related and private use under the following conditions.

#### Licensed Drivers

No person may drive a Company owned vehicle for any purpose or under any circumstances without a current and valid Driver's Licence. During any period of suspension of licence of a designated driver, the vehicle must be garaged on company premises.

#### Observance of Traffic Laws (including Parking)

Drivers must observe all laws and regulations regarding the operation and parking of company vehicles. Penalties incurred through the conviction or on-the-spot fines for breaches of road laws or parking infringements are the sole responsibility of the driver.

#### Alcohol and Drugs

No person may drive a company car while affected by alcohol or drugs (including legal medication). Should a person be involved in a traffic incident causing damage to the company vehicle, persons, or third party property whilst affected by alcohol the company shall seek recovery of costs from the person for damages to the vehicle, and expressly excludes liability for any personal injuries, or third party personal or property damage arising from the incident (except where this exclusion may be held to be unlawful, in which case the exclusion will apply to the limit allowed by law).

#### Smoking

No person shall be permitted to smoke in company vehicles.

#### Employee Drivers - Approval to Drive

All persons required to drive company motor vehicles on company business or permitted to drive company vehicles for private use must be listed in the N-010-1 Skills Matrix.xls, kept by the Department Manager 'owning' the vehicle. MYOB Employee Cards contains name, age, address and licence number and licence expiry date.

It is the responsibility of the Department Manager to maintain this part of MYOB and the Skills Matrix, and periodically update this information. The Department Manager will advise the designated drivers of company owned vehicles of the approval status of all of the persons who may request use of (each car). Designated drivers will not give permission to any other company employee to drive the car in their charge.

#### Non-Employee Drivers

##### *Family Members*

Where a company vehicle is placed at the disposal of a designated driver for private use, the 'normal' driver will only be the company employee. Non-employee family members may drive the vehicle only on an occasional basis, with the employee present, or under special circumstances, subject to all of the requirements above.

Family members under the age of 25, or non-employees may only be allowed in charge of the vehicle in emergency conditions, and only for the duration of these conditions.

### **Non-Family Persons**

Except for emergencies as stated above, company vehicles are not to be allowed in charge of non-family persons. (Parking attendant, repair shop employees are allowed).

### **Private Use**

Where the vehicle is available for private use, Sections 34.2 & 34.3 (Use of, & Damage to Company Vehicles), as well as the following conditions apply:

### **Reasonable Use**

The vehicle may be used for reasonable private use, which provides for local and some non-local travel. Interstate journeys and extensive use on vacations must be specified to the project manager in advance, with an estimate of the usage for prior approval. Such extended use normally requires the payment for fuel by the employee.

### **Towing**

No trailers, or similar towable items may be towed for private use without prior permission of the General Manager. Other vehicles may not be towed, except in circumstances where life or property is endangered by not towing.

### **Travel to Work and Use by Other Employees**

The employee is expected to take the company vehicle to work, and the vehicle should be available for other use by other approved drivers when not required by the designated drivers.

Note: Only in domestic emergency conditions may the vehicle be left at the disposal of the driver's household on a working day. (i.e., substitution by the employee's private car is NOT permitted).

### **Garaging and Security**

Company cars must be securely parked and secured against entry when parked. Off-street parking is the minimum requirement at employee's residence. Cars must be locked when unattended.

### **Cleaning**

The designated driver is responsible for cleaning the car (inside & out) to maintain it in the required presentable condition. Stickers and decals shall not be affixed to the vehicle without consent of management.

### **Routine Maintenance, Operational Checking and Repairs**

The designated driver is responsible for the day-to-day checking of the vehicle condition, including lubricants, light bulbs and tyre pressures and for organising the necessary regular maintenance and any special repairs that are required. The designated driver is also responsible for ensuring that jack, spare tyre, tools etc. are present and ready for use:

**CARS ARE NOT TO BE OPERATED WHEN UNROADWORTHY, OR IN MECHANICAL CONDITION LIKELY TO CAUSE DAMAGE TO THE VEHICLE.**

### **Log Book**

All designated drivers shall keep an up to date log book providing the dates and times of use of the vehicle by drivers other than him/herself, and shall provide usage records for FBT purposes as required.

### **Accidents/ Damage**

In the event that a company vehicle is involved in an incident causing damage to the vehicle,

injury to persons, or third party property, the driver must obtain the following details:

- Date, time & location of event.
- Other persons and vehicles involved (name, address, vehicle#).
- Names of any injured persons and nature of injury (as far as is known at the time).
- Damage (description) to company vehicle, and other damage incurred.
- Names & addresses of witnesses.

The event must be reported on an accident report form as soon as practicable thereafter. Repairs/ towage etc., should only be authorised at the time to the extent needed to avoid further risk or damage, or as required to secure an undriveable vehicle. Admissions of liability to the other party/ies should not be made. In the event of injury to persons assistance must be provided and the police must be notified by the driver, according to law.

### **Unfitness to Drive**

Should a driver be unfit to drive, through health reasons, or suspension or cancellation of licence, the driver must advise his Manager, who will amend the "Driver Approved Log". Designated drivers who become unfit to drive will arrange for the delivery of the car to company premises where it will be garaged while the designated driver is unfit. It will remain available for other approved drivers.

### **Safekeeping and Garaging While Away**

When a designated driver is absent (on vacation, sick leave or travelling without the car) for more than 1 week the car must be kept on company property or otherwise in secure storage as approved by the Manager.

Should a private residence where the car is normally garaged be unattended for more than 5 days, the vehicle must be kept on company property or securely stored as above.

### **Correct Fuels/Fueling**

Company cars must be left available with not less than  $\frac{1}{4}$  tank of fuel, but should be refueled as a matter of courtesy rather than returned low. Drivers must use only the correct grade of unleaded fuel.

## **APPENDIX C**

### **Drug and Alcohol Policy**

Both the company and its employees have a statutory duty to ensure their workplace is safe. The possession and consumption of alcohol and drugs at any workplace or on any worksite by any individual places that individual and everyone else at risk.

The company will not allow the unauthorised possession or consumption of alcohol or the possession of drugs in any way (other than legally prescribed medication) by any employee on any premises under their control, nor in any workplace covered by this agreement.

Every employee or visitor at any workplace or on any worksite has a responsibility to report for work and to be at work in a fit and healthy condition completely free of the effects of alcohol and drugs.

If you are taking medication prescribed by your doctor, you must advise your supervisor or Manager to ensure you are not placed in a dangerous situation.

Illegal and non-prescriptive drugs are not permitted at any workplace or on any worksite under the control of the company, nor at any function arranged by the company. Alcohol is also not permitted at any workplace or on any worksite unless it is a special occasion or function that

has been approved by the manager of that workplace or worksite.

Where alcohol may be provided at a workplace, worksite or function arranged by the company, it will not be provided to any person under 18 years of age and it is each person's own responsibility to limit their intake to remain within safe and legal limits. Under no circumstance will the company accept responsibility for excessive intake of alcohol by any person consuming alcohol at such workplace, worksite or function.

If a person is found in possession of, or is suspected of being in possession of drugs or having drugs at any workplace or worksite, the police may be called.

Any employee reasonably thought to be under the influence of alcohol or drugs will be sent home by taxi for their own safety at the individual employee's expense. Breaches of this policy will be considered as recordable offences for the purposes of WRA, 2005, Part 12, Division 4 ('Termination of Employment'). Further, it is recognised that serious and/or multiple breaches of this policy will constitute grounds for summary dismissal.

## **APPENDIX D**

### **Work Health & Safety Policy**

Niramar (SA) Pty Ltd realises that working safely is vital to the ultimate success of our organisation. There can be no compromise with safety and is the responsibility of each and every one of us. For all of our employees, safety will always take precedence over job expediency.

Managers and Supervisors have a total commitment to, and will continue to be responsible and accountable for, the health, safety, rehabilitation and welfare of our employees, and others at our workplaces. WH&S duties and activities may be delegated but not their responsibilities. All persons directing the work of others at our workplaces are required to work with employees to achieve and maintain a high level of safety performance.

Niramar (SA) Pty Ltd is also committed to protecting our employees by demonstrating a 'Duty of Care' through effective WH&S Safety Systems and Risk Management strategies and the application of Industry-based Standard WH&S Procedures.

All employees, subcontractors and other organisations are required to unite with us in joint objectives, which are:

- To create and maintain a safe, healthy and productive workplace, for all persons at our places of work, and develop and maintain appropriate procedures to manage the risks to their health, safety & welfare which arise out of our work activities;
- To create and maintain continuous improvement strategies, systematically managing to ensure proactive hazard controls and legitimate implementation of our Policies and Procedures to the Industry-based WH&S Standard for Safety Systems and Risk Management; and
- To ensure compliance with Work Health & Safety Act 2012, and the associated Regulations, Codes of Practice and Standards as a minimum level within all its activities.

To implement this policy and associated WH&S Safety Systems and Risk Management programmes, the Company will:

Provide overall direction and commitment for the continuous improvement of health and safety at work;

- Ensure effective implementation and maintenance of the health and safety program;
- Provide and allocate sufficient resources to adequately operate the health and safety program;

- Promote health and safety in the work place;
- Collate all relevant legislation and reference material required to be aware of the organisation's WH&S responsibilities and make it available to all employees on site
- Ensure that all specific WH&S policies and procedures operating in the organisation are implemented and kept up to date;
- Ensure that any agreed procedures for consultation with health and safety representatives and committees (or similar) are followed;
- Identify all training needs and schedule or develop appropriate training plans;
- Ensure all risks to health and safety are identified, assessed and effectively controlled;
- Plan the work so that it can be done without risk of injury or illness;
- Undertake purchasing giving consideration to health and safety issues;
- Implement the organisation's recruitment procedures including pre-placement medical examinations, reference checks and induction training;
- Administer timely and cost effective rehabilitation of injured employees; and
- Notify employees of any proposed changes to Legislation and Policy.

To assist the Company with implementing this Policy and associated WH&S Safety Systems and Risk Management programmes, Supervisors will:

- Conduct regular site inspections, identify hazards, carry out risk assessments, control risks and keep records;
- Ensure that employees receive induction;
- Provide on the job safety training and instruction on safe systems of work;
- Assign tasks only to trained employees capable of performing those tasks safely;
- Insist that safe work procedures and instructions be followed;
- Ensure the provision, correct usage and maintenance of approved safety devices and personal protective equipment;
- Encourage the reporting of potential safety problems and risks to health;
- Investigate all reported incidents, implement controls and complete notifications;
- Support the activities of health and safety committees;
- Conduct tool box meetings and keep records;
- Ensure that plant, machinery and equipment are maintained in a safe condition;
- Ensure that subcontractors and visitors observe site safety requirements; and
- Keep management informed of WH&S issues.

Employees are required by law under a Duty of Care to:

- Ensure their own safety and health at work;
- Avoid adversely affecting the safety and health of other persons through any act or omission (for further information see QW-42 Harassment Policy).
- Obey company safety rules;
- Follow safety procedures;
- Work with due care;
- Follow standard working procedures and safe work practices;
- Correctly use plant, equipment and safety devices;
- Correctly use personal protective clothing and equipment that has been provided by the employer. This means:
  - Wearing the correct type of Personal Protective Equipment for the work being done; and
  - Wearing the equipment in the manner in which it was intended.
  - Not misuse or deliberately damage any equipment provided in the interest of safety and health.
- Report unsafe working conditions, faulty equipment and hazards that the employee is unable correct, to Leading Hand, Project Manager (or Site Safety Officer)
- General concerns and issues can be raised at company Toolbox Meetings.

- Promptly report any accidents, incidents and injuries to Leading Hand or Project Manager. Workers Compensation 'Worker Report' forms are available from your Project Manager or local post office.
- Ensuring that alcohol and drug consumption does not endanger the health and safety of others at work.
- Use knowledge and skills gained during training;

All aspects of our compliance with the Industry-based WH&S Standard Management System will be constantly monitored with regular performance measures to review its effectiveness, and to ensure that Duty of Care is correctly applied and adequately maintained.

The WH&S policy and management systems will be reviewed on an annual basis, in consultation with employees and their representatives, and will be kept up to date with regard to legislative changes and organisational health and safety requirements.

## **APPENDIX E**

### **Anti-Discrimination / Harassment Policy**

Niramar considers discrimination and harassment as unacceptable forms of behaviour that will not be tolerated under any circumstances. Company management will take all reasonable steps to prevent discrimination and harassment from occurring in the workplace.

The company is an equal opportunity employer. All employees are treated on their merits. All employees and all job applicants will be assessed according to their skills, qualifications, abilities, prior work performances and aptitudes.

Recruitment and promotion will be on the basis that each applicant will be considered fairly and equally. The selected applicant will be the person who appropriately meets the requirements of the position.

Company employees have the right to expect:

- a work environment free of harassment;
- freedom from discrimination on the basis of race, religion, sex, age, sexuality, disability, pregnancy or marital status;
- fairness in access to training and decisions about leave; and
- fair dismissal/redundancy procedures.

Company employees will endeavour to:

- treat other staff and customers with dignity and respect, both verbally and physically; and
- report incidents of harassment or discrimination to management.

Company employees are required to treat each other and our customers with respect and courtesy by:

- speaking to people politely and with respect;
- respecting rules and guidelines ensuring a harassment and bullying free workplace.

The company does not tolerate the following the behaviour:

- Teasing, putting people down;
- Shouting or yelling at people;
- Repeatedly asking someone out despite their clear refusal;
- Unwelcome comments about a person's personal life;
- Suggestive behaviours such as leering, ogling or wolf-whistling;
- Offensive jokes based on sexual reference, or a person's race, disability, pregnancy, age, religion, marital status, sexuality or physical appearance;
- Physical contact, such as fondling or touching;



- Displaying or sending/receiving offensive materials such as pornography;
- Indecent physical and verbal assault.

Any employee who believes they have been or are being harassed or discriminated against are urged to advise their supervisor or manager who will investigate and take the appropriate corrective action. Alternatively, they may at any stage contact an external authority (i.e. the S.A. Equal Opportunities Commission).

All complaints received will be attended to promptly and confidentially, treated seriously and sympathetically and investigated impartially with action taken to ensure any misconduct does not continue.

Neither complainants nor witnesses will be victimised. Disciplinary action will be taken against anyone who harasses a co-worker or client.

## **APPENDIX F**

### **Quality Policy**

Niramar is a commercial electrical contractor committed to the highest levels of professional skills to ensure our customers are more than satisfied with our services and are therefore predisposed to use us again.

The Company is dedicated to the principle of continual improvement with the customer requirements in mind. To support this philosophy, we have developed and implemented a Quality Management System which complies with the requirements of the International Standard, ISO 9001:2015.

The Quality Management System provides the framework for working in a systematic manner through formalised procedures and processes designed to minimise rework and defects in the service we provide.

The objective of the Quality Management System is to ensure:

1. we are meeting our customer's specific stated or implied needs, whilst being compliant with all legislative and regulatory requirements
2. the outcomes are measurable, and time based
3. we provide confidence to our customers that installed products will continue to operate effectively, by using realistic goals.
4. we continually improve the effectiveness of our Quality Management System.

All staff are appropriately trained and remain aware of the latest developments in their field of expertise. They have adequate resources to conduct their work effectively and maintain customer safety as their first priority at all times. All staff are responsible for the quality of their own work.

Our Quality Management System is continually reviewed through regular internal and external audits, and formally by senior management during Management Review Meetings. In this way, senior management set all Quality Objectives.

All of the Directors fully endorse this Quality Policy and the formal Quality Management System which has been implemented.

## APPENDIX G

### Confidential Information Policy

Confidential Information means all information of whatever kind or nature, whether oral, electronic or written, relating to Niramar Pty Ltd and its related bodies corporate (collectively referred to as the "Company") and its business, or to any of the Company's clients, which has been disclosed by the Company or its clients.

#### Employee's Responsibility

Employees must not, except as authorised by the Company or required by their duties, use for their own benefit or gain or divulge to any third party any Confidential Information belonging to the Company or relating to its affairs or dealings which may come to their knowledge during their employment.

#### What is included as "Confidential Information"

Confidential Information includes, but is not limited to:

- information which is marked "confidential" or which is described or treated by Company
- as confidential or which could reasonably be expected to be considered confidential
- trade secrets
- client lists
- business plans and marketing and advertising plans
- areas of research and development
- financial, commercial business or technical information
- management organisation information
- project work and new projects
- details relating to remuneration and conditions of employment for any employees or contractors
- tender information
- testing and evaluation procedures
- cost figures
- any special concept or technique unique to the Company or its clients

Confidential Information does not include:

- information which is in, or becomes part of, the public domain (except where it does so because of a breach of this policy)
- information which is acquired from a third party who is entitled to disclose it

#### Employee's Duty Of Confidentiality

During the course of employment with the Company, employees will be exposed to or have access to Confidential Information. Protection of this information is vital to the Company and its client relationships and future success. All employees must take all necessary steps to maintain the security of Confidential Information.

Employees must not:

- directly or indirectly disclose any Confidential Information to any person without the prior written consent of the Company, except in the proper course of performing his/her duties
- use or reproduce any Confidential Information for any purpose, except in the proper course of performing his/her duties

- remove any Confidential Information from the premises of the Company without the prior written consent of the Company

These obligations apply both during and after employment with the Company without limitation in time.

#### After Employment

Upon termination of employment, an employee must;

- return immediately all property belonging to the Company, including any Confidential Information
- return immediately all information relating to the Company, including any Confidential Information
- destroy any copies of documents (however stored) which cannot be returned to the Company

#### "Need To Know" Basis

Employees must not disclose Confidential Information to other employees of the Company unless these employees are authorised by the Company to receive this information and need to know this information to perform their duties to the Company.

#### Breach Of Confidentiality

Employees who are found to be in breach of this policy will face disciplinary action, with the possibility of termination of employment.

Without limiting the Company's rights to seek damages and/or injunctive relief against an employee (or former employee) who seeks to use confidential information in breach of this policy, employees are reminded that under section 183 of the *Corporations Act 2001* there are significant penalties (up to \$20,000) for improper use of confidential information.

## **APPENDIX H**

### **JOB DESCRIPTION - Leading Hand**

#### **JOB SUMMARY**

There are typically 4-6 Leading Hands (LHs) in the Company. Generally only one LH is on each site, except where the site is large and may be split into separate buildings. In this case, there is no joint responsibility and each LH is responsible for the operations within his section.

The LH must be able to keep his/her staff focused and motivated on completing the various tasks of the project. In this regard, the LH must maintain a relationship with subordinates that is firm but approachable. As the job title suggests - 'leading' by example.

The LH should be confident enough to develop a relationship with the site foreman and other trades, yet still maintain perseverance on issues that we know to be correct.

In short, the delegation of labour to complete all electrical tasks is the responsibility of the LH. Where the Project Manager dictates the order in which sections of the works are completed, the LH determines who will actually perform the tasks and informs the Project Manager of his ability or otherwise to complete these tasks with the given no. of employees and material.

#### **REPORTING RELATIONSHIPS**

The LH is directly responsible for the behaviour of Tradespersons and Apprentices on their site. This includes their health and safety as much as their work performance.

Tradespersons should be encouraged to assist in the development of apprentices and be

reminded that apprentice tuition is part of their AWA.

Special trades subcontractors employed on the sites will normally coordinate operations with the Project Manager and only liaise with the LH for day to day queries. However, it is important to remember that subcontractors work for us, and as a LH you have authority and responsibility to ensure they obey your directives and our safety policies.

The LH reports workplace safety, job coordination and job progress issues to the Project Manager on a daily basis.

#### DUTIES & ESSENTIAL JOB FUNCTIONS

Ensuring that Tradespersons and Apprentices have sufficient work and materials constitutes about 50% of a LH's time. This requires forward planning based on the builder's schedule and consultation with the Project Manager.

Just giving employees work to do does not ensure the work gets completed, so the LH should spend about 30% of the day checking on individual progress and motivating them as needed. Determining who is best suited to certain tasks and who works best with whom is the LH's decision. Juggling the loss or addition of temporary staff from other sites is something a LH can cope with.

The LH should be aware that specialist contractors that we employ represent our company and hence should be checked to see that they are completing tasks in time and that they do not create friction with the builder or other trades (about 10% of the day). Any such problems should be promptly reported to the Project Manager.

The LH is the company's only constant link to the work and workers at the 'coal-face'. The LH is relied upon to report any site issues, staff issues or grievances as much as to implement company policy and delegate work. (10%)

#### OTHER FUNCTIONS AND RESPONSIBILITIES

Forming lists of material required to complete the works in a timely manner so that sufficient time is given for the Project Manager (PM) to order the gear and get delivery of the gear. Being responsible for taking delivery of the material as it arrives on site and making sure that the correct quantity of equipment is signed off and that cart notes etc are given to the PM to check against invoices sent to head office.

#### QUALIFICATIONS

A minimum 5 year's experience in the electrical trade, predominately within the commercial building industry; Niramar's main area of operation.

#### REQUIRED

n/a

#### PREFERRED

Basic computer literacy skills, including ability to do basic data entry and printing using the Microsoft Office suite of programs (Word, Excel).

#### REQUIRED LICENSES/CERTIFICATIONS

A LH should, at the minimum, possess a current 'A' Class electrical licence.

#### PHYSICAL REQUIREMENTS/WORK ENVIRONMENT

Although in a supervisory role, a LH will be still be 'on the tools' and hence subjected to physical activities such as: bending, lifting, walking, sitting, turning and repetitive motion. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee may also be working in an environment with potential exposure to blood and other bodily fluids, dust and other airborne particles. The employee shall take appropriate precaution to avoid any harm from these substances.

## **APPENDIX I**

### **JOB DESCRIPTION - Project Leader**

#### **JOB SUMMARY**

There are typically 1-2 Project Leader's (PLs) in the Company. PL is a senior position and as such this person possesses both people and job coordination skills to bring a number of projects sites to successful completion - on time and on budget.

The PL must be able to keep staff focused and motivated, converse professionally with builders, consultants and architects, and effectively control subcontractor movements on site. In short, the complete operation of a project becomes the PL's responsibility once the project is won. Hence checking the estimator's takeoff/pricing, ordering equipment and scheduling of material and staff, is all the PL's responsibility.

#### **REPORTING RELATIONSHIPS**

The PL has direct and indirect reports. Leading Hands directly report the status of their site and of their Tradespersons and Apprentices.

Typically a PL will be responsible for 3-4 sites and hence 3-4 Leading Hands. Reporting to the Leading Hands may be up to 8 tradespersons and 5 apprentices per site.

Special trades subcontractors employed on the sites will normally coordinate operations with the PL and only liaise with the Leading Hand for day to day queries.

The PL reports the progress of each site to the Managing Director during weekly meetings.

#### **DUTIES & ESSENTIAL JOB FUNCTIONS**

Attending to Variation Pricing (VP), Progress Claims, Requests for Information (RFI) and Architects/Builders/Engineers Instructions (AI/BI/EI), accounts for about 30% of a PL's time.

Organizing human resources for each site - relocating existing staff, employing new staff and terminating staff, accounts for 10%. This includes liaising with other PL's and PM's for such resources.

Coordinating day to day operations of each site with Leading Hands and taking care of other employee concerns can take up to 20% of a PL's time.

Purchasing materials for sites includes checking quantities and delivery times required. The amount of time spent on this group of tasks varies throughout the life of a project, averaging 20% across the project, with a peak of about 30% at the start of a project.

Once a job starts, the PL becomes the builder's main senior contact point with the Company. Attending site meetings and general consultant/ builder interaction, account for approximately 20% of PL time.

#### **OTHER FUNCTIONS AND RESPONSIBILITIES**

Purchasing of minor tools, hire equipment. Attending company and trade related functions

#### QUALIFICATIONS

A minimum 8 year's experience in the electrical trade, predominately within the commercial building industry; Niramar's main area of operation.

#### REQUIRED

Basic computer literacy skills, including ability to use the Microsoft Office suite of programs.

#### PREFERRED

Successful completion of a project management training course and/or training in Microsoft Project application would be an advantage.

#### REQUIRED LICENSES/CERTIFICATIONS

A PL should, at the minimum, possess a current 'A' Class electrical supervisor's licence.

### **APPENDIX J**

#### **Guidelines For The Supervision Of Apprentices/Trainees**

For the purposes of preventing danger to life and property, all electrical work shall be effectively supervised, unless the person carrying out the electrical work is licensed to carry out the work without supervision. Employers of electrical workers and electrical workers themselves must be aware of and comply with the requirements of the Electricity Act 1996 and the Plumbers, Gas Fitters and Electricians Act 1995.

The person employing the apprentice or trainee shall:

- ensure the supervision is carried out by a person registered to carry out the work in question without supervision;
- consider the kind of electrical work being undertaken, especially with regard to whether live parts are being worked on or are in the vicinity of the work area;
- have regard to the level of competence of the person to be supervised; and
- ensure that, where apprentices/trainees are working in the vicinity of live parts, a registered electrical worker is in close proximity to, is in sight of and can communicate directly with the apprentices/trainees.

The supervising registered electrical worker is responsible for ensuring that all electrical work is checked and tested and complies with the appropriate Acts, Regulations and Australian Standards, particularly AS 3000 SAA Wiring Rules.

The attached table Supervision Guidelines for Apprentices/Trainees is to be used as a guideline to the above supervision requirements and should be varied dependent upon the competence of the apprentice/trainee. The following levels of supervision shall apply.

#### **Direct Supervision:**

The personal supervision of a worker, at all times, on a direct and constant basis, within visual contact and/or earshot.

#### **General Supervision:**

Does not require constant attendance of the supervisor, but requires the personal contact with a registered electrical worker on at least a daily basis when working on electrical equipment.

The degree of supervision (direct or general) requires continual assessment of an apprentice's/trainee's experience and competence and the nature of the task being undertaken. The degree of supervision can vary from direct to general supervision, depending upon the type of work being carried out.

		<b>WORKING ON LOW VOLTAGE ELECTRICAL INSTALLATIONS</b>					
<b>Type of Work</b>	<b>Apprentice/ Trainee Year</b>	<b>Supervision Required</b>					
		<b>Electrical</b>	<b>Electricity Supply</b>	<b>Refrigeration</b>	<b>Instrumentation</b>	<b>Electronics</b>	<b>Communications</b>
New Installations (not connected to electricity supply)	First Second Third Fourth or Final	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/General General
Alterations and Additions (existing installations)	First Second Third Fourth or Final	Direct Direct Direct General	Direct Direct Direct Direct	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/Gen. General	Direct Direct Direct/General General
Maintenance of Installations and Equipment	First Second Third Fourth or Final	Direct Direct Direct/Gen. General	Direct Direct Direct Direct	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/Gen. General	Direct Direct Direct/General General
Workshop Tasks	First Second Third Fourth or Final	Direct Direct/Gen. Direct/Gen. General	Direct Direct/Gen. Direct/Gen. General	Direct Direct/General Direct/General General	Direct Direct/General Direct/General General	Direct Direct/Gen. Direct/Gen. General	Direct Direct/General Direct/General General
Live Work	First Second Third Fourth or Final	* * * Direct	* Direct Direct Direct	* * * Direct	* * * Direct	* * * Direct	* * * Direct
Isolation of Installations and Equipment	First Second Third Fourth or Final	* * Direct General	* Direct Direct Direct	* * Direct General	* * Direct General	* * Direct General	* * Direct General

\* Live work is not to be carried out

		<b>WORKING ON LOW VOLTAGE ELECTRICAL INSTALLATIONS</b>					
<b>Type of Work</b>	<b>Apprentice/ Trainee Year</b>	<b>Supervision Required</b>					
		<b>Electrical</b>	<b>Electricity Supply</b>	<b>Refrigeration</b>	<b>Instrumentation</b>	<b>Electronics</b>	<b>Communications</b>
New Installations (not connected to electricity supply)	First Second Third Fourth or Final	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/General General
Alterations and Additions (existing installations)	First Second Third Fourth or Final	Direct Direct Direct General	Direct Direct Direct Direct	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/Gen. General	Direct Direct Direct/General General
Maintenance of Installations and Equipment	First Second Third Fourth or Final	Direct Direct Direct/Gen. General	Direct Direct Direct Direct	Direct Direct Direct/General General	Direct Direct Direct/General General	Direct Direct Direct/Gen. General	Direct Direct Direct/General General
Workshop Tasks	First Second Third Fourth or Final	Direct Direct/Gen. Direct/Gen. General	Direct Direct/Gen. Direct/Gen. General	Direct Direct/General Direct/General General	Direct Direct/General Direct/General General	Direct Direct/Gen. Direct/Gen. General	Direct Direct/General Direct/General General
Live Work	First Second Third Fourth or Final	* * * Direct	* Direct Direct Direct	* * * Direct	* * * Direct	* * * Direct	* * * Direct
Isolation of Installations and Equipment	First Second Third Fourth or Final	* * Direct General	* Direct Direct Direct	* * Direct General	* * Direct General	* * Direct General	* * Direct General

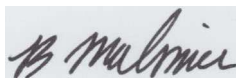


# Niramar (SA) Pty Ltd

8 Queen Street  
Thebarton SA 5031

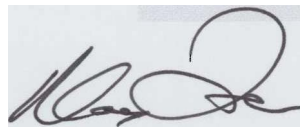
## ENTERPRISE AGREEMENT

# 2024



BRETT MOLIVER

7/11/2024



MAX ZORZI

7/11/2024