



**Suzlon Energy Australia**

**Service and Maintenance Employees**

**Enterprise Agreement 2024**

# Suzlon Energy Australia

## Service and Maintenance Employees Enterprise Agreement 2024

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## Part 1 – Application and Operation

### 1. **Title**

- 1.1 This Agreement is known as the Suzlon Energy Australia Service and Maintenance Employees Enterprise Agreement 2024.

### 2. **Commencement and Duration**

- 2.1 This Agreement commences seven days after it is approved by the **FWC**.
- 2.2 The nominal expiry date of this Agreement is 27 March 2027.
- 2.3 The parties agree to commence discussions regarding the negotiation of the 2027 Agreement no later than three months prior to the expiry of this Agreement.

### 3. **Definitions**

- 3.1 Act means the Fair Work Act 2009 (Cth).
- 3.2 Agreement means the Suzlon Energy Australia Service and Maintenance Employees Enterprise Agreement 2024.
- 3.3 Award means the Electrical Power Industry Award 2020.
- 3.4 CEPU means the Communications, Electrical, Electronic Energy Information, Postal, Plumbing and Allied Services Union of Australia.
- 3.5 ETU means the Electrical Trades Union.
- 3.6 Consultative Committee has the meaning given to that term in Part 2 – Consultation and Dispute Resolution.
- 3.7 Electrical Balance of Plant means the windfarm electrical reticulation, substation and transformers.
- 3.8 Emergency means the actual or imminent occurrence of an event, which in any way poses a threat to the safety of persons or hazard to any equipment/ property.
- 3.9 Employee an individual so far as he or she is employed, or usually employed by Suzlon, except on a vocational placement.
- 3.10 FWC means the Fair Work Commission.
- 3.11 NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).
- 3.12 Roving Service Technician refers to an Employee who is deployed to work at any windfarm within Australia.
- 3.13 Nightshift means a shift in which the majority of hours are worked between the hours of 6.00 pm to 6.00 am.
- 3.14 Ordinary Earnings shall mean the actual ordinary rate of pay as described at Appendix 1.
- 3.15 RDO has the meaning given to that term in Part 5 – Hours of Work and Related Matters.
- 3.16 Suzlon means Suzlon Energy Australia Pty Ltd (ABN: 55 107 631 176).
- 3.17 Roving Service Technician refers to an Employee who is nominated to work at any wind farm within a defined region as directed.

- 3.18 Service Technician refers to an Employee who has a nominated wind farm at which they are employed.
- 3.19 Working day means a day that is not a Saturday, a Sunday or a public holiday as defined at Part 6 – Leave and Public Holidays.
- 3.20 WTG means wind turbine generator and all associated components, including, but not limited to; hub, nacelle and tower.

#### **4. Coverage**

- 4.1 This **Agreement** applies to and will be binding upon:
- (1) **Suzlon Energy Australia;**
  - (2) **Employees of Suzlon Energy Australia** who:
    - (a) are engaged on all activities associated with the operation, maintenance and servicing of and who are engaged in the service and maintenance of S88/S9X WTGs and any future WTGs provided by Suzlon Energy Ltd;
    - (b) are engaged on all activities associated with the operation, maintenance and servicing of Electrical Balance of Plant associated with the above sites; or
    - (c) were previously covered by the Suzlon Energy Australia Service and Maintenance Employees Enterprise Agreement 2021; and
  - (3) the ETU/CEPU.
- 4.2 The scope of this agreement includes all states and territories of Australia.
- 4.3 For the avoidance of doubt, this Agreement does not cover the following:
- (1) Storepersons.

#### **5. Commitments**

- 5.1 The parties to this Agreement commit themselves to ensuring that:
- (1) Every effort is made to pursue achievement of the operational availability targets of **WTGs**.
  - (2) The Agreement is consistent with the provisions of the **Act**.
  - (3) Productivity gains will not be achieved at the expense of health and safety standards.
  - (4) The disputes settlement procedures provided herein are strictly adhered to.
  - (5) Every effort is made to maximise customer energy yields, which may be achieved through:
    - (a) Taking of **RDOs** on high wind / non servicing days.
    - (b) Modifying working hours to align with low wind periods.
    - (c) Improvements in productivity.
  - (6) Work practices will be reviewed to seek continuous improvements in safety, quality, productivity, and business practices.

#### **6. Working with the Wind**

- 6.1 The parties also recognise that the wind industry has particularly demanding requirements. Accordingly all **Employees** commit to:
- (1) work with the wind (i.e. at unsociable hours to exploit wind abatements, subject to the observance of breaks, health and safety requirements and the payment of penalty rates and loadings as prescribed by this **Agreement**);
  - (2) **Suzlon** and **Employees** acknowledge and agree that the work covered by this **Agreement** operates on a 24 hour, 7 day week cycle. This requires **Employees** to be rostered to work on weekends and public holidays to address reactive maintenance and other significant operational matters impacting on the overall wind farm and requiring immediate attention;
  - (3) work in poor conditions on exposed locations subject to the application of the inclement weather procedure under this **Agreement**; and

- (4) work in a multitude of terrains and isolated locations.

## **7. Relationship to Parent Award**

- 7.1 The terms and conditions of the **Award** are incorporated into and form part of this Agreement (the "**Incorporated Terms**") as if the same were set out in full. The express terms of this Agreement are supplementary to, and should be read and interpreted wholly in conjunction with the Incorporated Terms provided that where there is any inconsistency between the express terms of this Agreement and the Incorporated Terms, then the express term will prevail to the extent of any such inconsistency.

## **8. Access to the Agreement, the Award and National Employment Standards**

- 8.1 **Suzlon** will ensure that copies of this Agreement, the **Award** and the **NES** are available to all **Employees** to whom they apply in the operations and maintenance building on each site, and through electronic means.

## **9. The National Employment Standards, the Award and this Agreement**

- 9.1 The **NES**, the **Award** and this Agreement contain the minimum conditions of employment for **Employees** covered by this Agreement.

## **10. Minimum Standards**

- 10.1 This **Agreement** will not operate so as to cause any overall reduction in rates and conditions as would otherwise apply under the **Award**, or in the **NES**.

## **11. Severability**

- 11.1 It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the **Act**.
- 11.2 The severance of any term of this Agreement that is, in whole, or in part, of no effect by virtue of the operation of Section 253 of the **Act** shall not be taken to affect the binding force and effect of the remainder of the Agreement.

## **12. Individual Flexibility Arrangement**

- 12.1 **Suzlon** and an **Employee** covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (1) the Agreement deals with one or more of the following matters:
    - (a) the accrual and taking of **RDOs**;
    - (b) the taking of annual leave
    - (c) arrangements about when work is performed;
    - (d) overtime rates;
    - (e) penalty rates;
    - (f) allowances;
    - (g) leave loading; and
  - (2) the arrangement meets the genuine needs of **Suzlon** and an **Employee** in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (3) the arrangement is genuinely agreed to by **Suzlon** and an **Employee**.
- 12.2 **Suzlon** must ensure that the terms of the individual flexibility arrangement:
- (1) are about permitted matters under section 172 of the **Act**; and
  - (2) are not unlawful terms under section 194 of the **Act**; and
  - (3) result in the **Employee** being better off overall than the **Employee** would be if no arrangement was made.
- 12.3 **Suzlon** must ensure that the individual flexibility arrangement:

- (1) is in writing;
- (2) includes the name of **Suzlon** and the **Employee**;
- (3) is signed by **Suzlon** and the **Employee** and if the **Employee** is under 18 years of age, signed by a parent or guardian of the **Employee**; and
- (4) includes details of:
  - (a) the terms of the Agreement that will be varied by the arrangement;
  - (b) how the arrangement will vary the effect of the terms;
  - (c) 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
  - (d) states the day on which the arrangement commences.

12.4 **Suzlon** must give an **Employee** a copy of the individual flexibility arrangement within 14 days after it is agreed to.

12.5 **Suzlon** or an **Employee** may terminate the individual flexibility arrangement:

- (1) by giving no more than 28 days written notice to the other party to the arrangement; or
- (2) if **Suzlon** and an **Employee** agree in writing at any time.

## Part 2 – Consultation and Dispute Resolution

### 13. Model consultation term

(regulation 2.09)

13.1 This term applies if the employer:

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

13.2 Major change

- (1) For a major change referred to in paragraph (13)(1):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (13.3) to (13.9) apply.

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

13.4 If:

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

13.5 As soon as practicable after making its decision, the employer must:

- (1) discuss with the relevant employees:
  - (a) the introduction of the change; and
  - (b) effect the change is likely to have on the employees; and
  - (c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (2) for the purposes of the discussion—provide, in writing, to the relevant employees:

- (a) all relevant information about the change including the nature of the change proposed; and
  - (b) information about the expected effects of the change on the employees; and
  - (c) any other matters likely to affect the employees.
- 13.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 13.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 13.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 13.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (1) the termination of the employment of employees; or
  - (2) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (3) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (4) the alteration of hours of work; or
  - (5) the need to retrain employees; or
  - (6) the need to relocate employees to another workplace; or
  - (7) the restructuring of jobs.
- 13.10 *Change to regular roster or ordinary hours of work*
- (1) For a change referred to in paragraph (13.1) (2):
    - (a) the employer must notify the relevant employees of the proposed change; and
    - (b) subclauses (13.11) to (13.15) apply.
- 13.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 13.12 If:
- (1) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (2) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 13.13 As soon as practicable after proposing to introduce the change, the employer must:
- (1) discuss with the relevant employees the introduction of the change; and
  - (2) for the purposes of the discussion—provide to the relevant employees:
    - (a) all relevant information about the change, including the nature of the change; and
    - (b) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (c) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (3) 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).
- 13.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.



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

13.16 In this term:

**relevant employees** means the employees who may be affected by a change referred to in subclause (1).

#### **14. Model term for dealing with disputes**

(regulation 6.01)

14.1 If a dispute relates to:

- (1) a matter arising under the agreement; or
- (2) the National Employment Standards;

this term sets out procedures to settle the dispute.

14.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

14.3 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.

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

14.5 The Fair Work Commission may deal with the dispute in 2 stages:

- (1) 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
- (2) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (a) arbitrate the dispute; and
  - (b) make a determination that is binding on the parties.

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

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

14.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (1) 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
- (2) (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:
  - (a) the work is not safe; or
  - (b) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (c) the work is not appropriate for the employee to perform; or
  - (d) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

## Industrial Relations Training

- 14.8 Eligible **Employees**, are entitled to five (5) days Industrial Relations Training. An eligible **Employee** is an **Employee** representative appointed by the **Employees** of **Suzlon** for the purpose of representing those **Employees** in the dispute resolution procedure as outlined in this clause.
- 14.9 Application for the Industrial Relations Training leave must be requested reasonably in advance and if approved will be agreed at a time that will not disrupt normal business or work schedules.

## 15. **Suzlon Requirements**

- 15.1 All **Employees** are required to adhere to the following requirements for the purposes of ensuring that **Suzlon** is able to operate in a safe, efficient and productive manner. The following practices should be observed at all times and are complimentary to other workplace requirements as set out in this Agreement and applicable Commonwealth, State or Territory occupational health and safety Legislation.
- 15.2 All **Employees** are required to report to their immediate supervisor on arrival at the workplace and at the completion of the day's work where deemed necessary.
- 15.3 **Employees**, collectively and individually, must keep an updated inventory of their tools. Any tools lost or stolen should be reported to their immediate supervisor as soon as possible.
- 15.4 As workplace safety is of paramount importance all **Employees** are required to adhere to safe work practices and maintain a safe working environment. Where an **Employee** is unsure of the safety requirements he/she should discuss the matter with their immediate supervisor, or a safety representative.
- 15.5 Supplied clothing, (as per clause 51), safety clothing, safety footwear, hard hats and any other necessary safety equipment will be provided by **Suzlon** and must be worn or used in accordance with safety requirements.
- 15.6 An **Employee** will not present for work whilst under the influence of alcohol or drugs or have any alcohol or non-prescription drugs in their possession while in the workplace.
- 15.7 When an accident occurs it must be reported immediately to their immediate supervisor, or a safety representative.
- 15.8 Where an **Employee** is unable to report for duty for any reason the office must be notified of the **Employee**'s absence prior to 7.00a.m. on the day of absence, unless special circumstances apply. In which case, the **Employee** will notify their immediate supervisor as soon as practicable.
- 15.9 All **Employees** are required to carry out their duties in a professional manner and ensure their behaviour or actions are not detrimental to **Suzlon's** name or business.

## Part 3 – Types of Employment and Termination of Employment

### 16. **Types of employment**

- 16.1 **Employees** may be employed in one of the following categories:

- (1) full-time;
- (2) part-time; or
- (3) casual.

- 16.2 At the time of engagement **Suzlon** will inform each **Employee**, in writing, of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.
- 16.3 All new employees will be provided with a copy of the Fair Work Information Sheet and if applicable, the Casual Employment Information Sheet per the requirements of the **NES**.

## **17. Full-time employment**

- 17.1 A full-time **Employee** is one who works an average of 36 hours per week.

## **18. Part-time employment**

- 18.1 A part-time **Employee**:
- (1) works an average of less than the full-time hours of 36 per week;
  - (2) has reasonably predictable hours of work; and
  - (3) receives, on a pro rata basis, equivalent pay and conditions to full-time **Employees** in the same classification.
- 18.2 At the time of engagement **Suzlon** and the part-time **Employee** will agree in writing on a regular pattern of work including the hours to be worked and the starting and finishing times on each day.
- 18.3 Any agreed variation to the regular pattern of work will be recorded in writing.
- 18.4 An **Employee** who does not meet the definition of a part-time **Employee** and who is not a full-time **Employee** will be paid as a casual **Employee** in accordance with clause 19.
- 18.5 Part-time employment shall be in accordance with the provisions of this Agreement, which shall apply pro-rata.

## **19. Casual employment**

- 19.1 A casual **Employee** is an **Employee** engaged and paid as such.
- 19.2 A casual **Employee** must be engaged for a minimum of three hours.
- 19.3 For each hour worked, a casual **Employee** will be paid the hourly rate of pay for the relevant classification, plus a casual loading of 25% plus any applicable allowances.
- 19.4 A casual **Employee** is entitled to overtime:
- (1) where the **Employee** is a casual shiftworker:
    - (a) for time worked beyond the end of a shift at the request or direction of **Suzlon**; or
    - (b) for time worked over a roster cycle in excess of 36 hours multiplied by the number of weeks in the roster cycle (where such excess time has not already attracted overtime); or
  - (2) where the **Employee** is a day worker, for time worked at the request or direction of **Suzlon** that is in excess of the usual ordinary time day in **Suzlon's** establishment, save that a casual **Employee** is not entitled to the casual loading for time worked and paid as overtime.
- 19.5 Casual loading is paid instead of annual leave, paid personal/carer's leave, public holidays not worked, notice of termination, redundancy benefits, and the other attributes of full-time or part-time employment.
- 19.6 A casual **Employee** is entitled to penalty rates applicable to rostered shifts worked by the **Employee** based on the ordinary rate of pay.
- 19.7 A casual **Employee** is not entitled to RDOs.

19.8 A casual Employee may request to become a permanent Employee subject to the requirements outlined within the NES casual conversion guidelines.

**20. Probation and Qualifying Period**

20.1 An **Employee's** ongoing employment is subject to satisfactory completion of a 3 month probationary period. The purpose of this probationary period is to provide a means to mutually assess suitability for the position.

20.2 During the probationary period, the notice requirements specified in clause 21 do not apply. Either party may terminate the employment during the probationary period on one weeks' notice in writing or **Suzlon** may end the employment by the payment of one weeks' ordinary hours in lieu of notice.

**21. Termination of employment**

21.1 Notice of termination is provided for in the **NES**, and is detailed in the following table:

<b>Employee's period of continuous service with Suzlon at the end of the day notice is given</b>	<b>Period</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
Additional 1 week for <b>Employees</b> over 45 years old, who have completed at least 2 years of continuous service.	

21.2 The notice of termination required to be given by an **Employee** is the same as that required of **Suzlon** except that there is no requirement on the **Employee** to give additional notice based on the age of the **Employee** concerned. If an **Employee** fails to give the required notice **Suzlon** may withhold from any monies due to the **Employee** on termination under this Agreement or the **NES**, an amount not exceeding the amount the **Employee** would have been paid under this **Agreement** in respect of the period of notice required by this clause less any period of notice actually given by the **Employee**.

21.3 Where **Suzlon** has given notice of termination to an **Employee**, an **Employee** must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the **Employee** after consultation with their immediate supervisor.

**22. Redundancy**

22.1 For the purposes of this clause, redundancy means a situation where an **Employee** ceases to be employed by **Suzlon**, other than for reasons of misconduct or refusal of duty. Redundant has a corresponding meaning.

22.2 A redundant **Employee** will receive redundancy/severance payments, calculated as follows, in respect of all continuous service with **Suzlon**:

<b>Period of continuous service with Suzlon</b>	<b>Redundancy/severance pay</b>
1 year or more but less than 2 years	4 weeks pay
2 years or more but less than 3 years	6 weeks pay
3 years or more but less than 4 years	7 weeks pay

4 years or more but less than 5 years	8 weeks pay
5 years or more but less than 6 years	10 weeks pay
6 years or more but less than 7 years	11 weeks pay
7 years or more but less than 8 years	13 weeks pay
8 years or more but less than 9 years	14 weeks pay
9 years or more but less than 10 years	16 weeks pay
Greater than 10 years	16 weeks pay

Note: For those **Employees** engaged in portable redundancy at the time of entering into this agreement Suzlon will continue to pay into these schemes for the duration of this Agreement, and will only be liable for any shortfall between the amount held in the scheme and the entitlement as per this Agreement.

- 22.3 Where a business is, before or after the date of this Agreement, transferred from **Suzlon** (in this subclause called **the old employer**) to another employer (in this subclause called **the new employer**) and an **Employee** who at the time of such transfer was an **Employee** of the old employer in that business becomes an **Employee** of the new employer:
- (1) the continuity of the employment of the **Employee** will be deemed not to have been broken by reason of such transfer; and
  - (2) the period of employment which the **Employee** has had with the old employer or any prior old employer will be deemed to be service of the **Employee** with the new employer.
- 22.4 In this subclause, business includes trade, process, business or occupation and includes part of any such business and transfer includes transfer, conveyance, assignment or succession whether by Agreement or by operation of law. Transferred has a corresponding meaning.
- 22.5 Where an **Employee** is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the **Employee** would have been entitled to if the employment had been terminated and **Suzlon** may, at **Suzlon**'s option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.
- 22.6 An **Employee** given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The **Employee** is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
- 22.7 An **Employee** given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 22.8 If the **Employee** has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the **Employee** must, at the request of **Suzlon**, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- 22.9 In cases of redundancy, this entitlement supercedes clause 23.3.

## Part 4 – Minimum Wages and Related Matters

### 23. **Classifications and Rates of Pay**

- 23.1 **Employees** working under this **Agreement** shall be classified and paid according to the classification structure set out in Appendix 1 -- Classifications and Rates of Pay.

- 23.2 The aggregate hourly rate of wages contained in Appendix 1 covers all payments for the performance of the work including; allowances, and compensation for all disabilities associated with the nature of the work in the wind industry, unless otherwise provided for in this **Agreement**.
- 23.3 **Suzlon** will confirm a new **Employee**'s classification and rate of pay on commencement in their letter of offer.
- 23.4 Progression to a higher pay band will be based on the competence of an individual as well as the operational requirements of **Suzlon**.
- 23.5 While jobs will be designed to fit a career stream, it is recognised that **Employees** will, from time-to-time, be required to perform work at or below the current pay band in their own or other career streams for which they hold the requisite skills.
- 23.6 Performance of duties in a higher or lower pay band is obligatory if requisite skills are held.
- 23.7 Objective testing of skill acquisition and competency will be a prerequisite for pay progression. This incorporates assessment of **Employee** competency and progress in skills training.

## **24. Higher Duties**

- 24.1 In the event that an **Employee** is required to "step up" into a supervisory role within a higher band for a period of time which is greater than or equal to 8 hours continuous, inclusive of weekends and Public Holidays, the **Employee** will receive payment for the hours worked in that role in accordance with the applicable band for the duration of the secondment. At the conclusion of the secondment, the **Employee** shall revert back to their usual band.
- 24.2 Where an **Employee** has performed a higher duty for three months continuously prior to a period of annual leave or personal/carer's leave, such leave or accident pay will be based on the **Employee**'s higher duties rate.

## **25. Payment of Wages**

- 25.1 Wages shall be paid to an **Employee** fortnightly in arrears by electronic funds transfer into an Australian bank (or financial institution) account nominated by the **Employee**.

## **26. Accident Make-Up Pay**

- 26.1 **Suzlon**, or the relevant insurer, will pay accident make-up pay in respect to an injury arising out of or in the course of employment after the commencement of this Agreement.
- 26.2 Accident make-up pay will be payable if an **Employee** is incapacitated for work by an injury within the meaning of the relevant applicable Worker's Compensation legislation and is in receipt of a weekly payment of compensation pursuant to that injury
- 26.3 The injured **Employee** will be entitled to accident make-up pay for a maximum period of 52 weeks, however calculated. Where aggravation of a previous injury, which entitled an **Employee** to accident make-up pay occurs, then the 52 week maximum applies to the totality of the condition.
- 26.4 The amount of accident make-up pay will be the difference between the gross amount of any weekly payment of compensation paid from time to time together with any payment received for that period under an income protection scheme organised by **Suzlon** and the amount of the injured **Employee**'s minimum base rate of pay for his or her base hours.

26.5 Where the injured **Employee** obtains damages for past economic loss, whether by settlement, judgement, or agreement, then the **Employee** must repay **Suzlon** any amounts paid as accident make-up pay.

## **27. Injury and Sickness Insurance**

27.1 Suzlon will enrol all Employees covered by this Agreement in the relevant State/Territory injury and sickness insurance fund appropriate to the Employee's home address.

27.2 Victoria, New South Wales and Australian Capital Territory - Suzlon shall make a contribution per week per *Employee* to Protect (or other fund as agreed with employees and their representatives) at the level required to maintain the equivalent to 'Protect Premium' cover.

27.3 South Australia - Suzlon shall make a contribution per week per *Employee* to the JLT (Electrical and Plumbing) Discretionary Trust Arrangement, at the level required to maintain 'Silver Level' cover.

## **28. Superannuation**

28.1 Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of **Suzlon** and **Employees**.

28.2 The rights and obligations in this clause supplements those in superannuation legislation.

28.3 In the event an **Employee** does not nominate a fund, **Suzlon** will direct those contributions into a complying default fund of its own choosing, which is 'CBUS'.

28.4 The level of contributions to be paid into an **Employee's** superannuation fund by **Suzlon** on behalf of each **Employee** shall be either the legislated percentage of ordinary time earnings, or be based on the legislated percentage of ordinary time earnings of the 100% rate for **Employees** whose base rate is less than that.

28.5 Subject to the governing rules of the Fund, of which the **Employee** is a member, the following provisions shall apply:

- (1) Contributions shall continue whilst an **Employee** is absent on annual leave, personal leave, long service leave, public holidays, or other paid leave.
- (2) In the event of an **Employee's** absence from work being due to work related injury or illness, contributions at the normal rate shall continue for the period of the absence provided that:
  - (a) the person remains an **Employee** of **Suzlon**; and
  - (b) the **Employee** is receiving workers compensation payments or is receiving regular payments directly from **Suzlon** in accordance with statutory requirements or the provisions of this **Agreement**.

## **Voluntary Employee Contributions**

28.6 Subject to the governing rules of the relevant superannuation fund, an **Employee** may, in writing, authorise **Suzlon** to pay on behalf of the **Employee** a specified amount from the post-taxation wages of the **Employee** into the same superannuation fund as **Suzlon** makes the superannuation contributions provided for in clause 29.3.

28.7 An **Employee** may adjust the amount the **Employee** has authorised **Suzlon** to pay from the wages of the **Employee** from the first of the month following the giving of three months' written notice to **Suzlon**.

28.8 **Suzlon** must pay the amount authorised no later than 28 days after the end of the month in which the deduction authorised was made.

## **Part 5 – Hours of Work and Related Matters**

## 29. Hours of Work and RDOs

- 29.1 The ordinary hours of work will be between 6.00 am to 6.00 pm, Monday to Friday, except in the case of worked undertaken as a nightshift.
- 29.2 The parties recognise that weather conditions can significantly impact the business and create health and safety issues that require flexibility. In order to assist with the safe and efficient conduct of service activities, by local agreement, adjustments to the spread of hours may be made consistent with the inclement weather provisions of this agreement.
- 29.3 The ordinary hours of work for **Employees** under this **Agreement** will be an average of 36 hours worked within the span of hours described at clause 30.1.
- 29.4 Subject to clauses 30.1 and 30.3, the ordinary working hours shall be worked in a 10-day/2-week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the '**RDO**'. **RDOs** are paid at the ordinary time rate paid to **Employees** at the time of taking the **RDO**,
- 29.5 Rosters will be prepared 4 weeks in advance to ensure **RDOs** are staggered to minimise impact on operational requirements, however with the agreement of the staff the lead technician may vary the timeframe for preparing the roster.
- 29.6 Flexibility may be required around the timing of an **RDO** to meet operational needs.
- 29.7 **Employees** may accrue a maximum of 5 **RDOs**. Any Employee seeking to accrue more than 5 **RDOs** shall make an application in accordance with the Individual Flexibility Agreement provisions contained within this Agreement.
- 29.8 Once 5 **RDOs** have been accrued, subsequent **RDOs** are to be taken within the following two-week work cycle.
- 29.9 The Employer may schedule when **RDOs** be taken in such a way that facilitates planning and meets operational requirements.
- 29.10 **RDOs** may be taken as part days, full days, or in a block by negotiation between the **Employee** and their immediate supervisor.
- 29.11 Upon termination, an **Employee** will be paid at his/her then current wage rate for any untaken **RDOs** then credited to the **Employee**.
- 29.12 Where an Employee has accrued **RDOs** in excess of 5 days, by agreement between the Employee and Suzlon, these accrued **RDOs** may be cashed out. Where such an arrangement is approved by Suzlon, the Employee must retain a minimum of 5 days post cash out.
- 29.13 Due to the special circumstances arising in the wind industry, the parties recognise that the arrangements for setting start and finish times must be flexible enough to accommodate working around weather conditions to maximise turbine availability and production.
- 29.14 **Suzlon** and **Employees** acknowledge and agree that the work covered by this Agreement operates on a 24 hour per day, 7 day per week cycle. This requires **Employees** to be rostered to work on weekends and public holidays to address reactive maintenance and other significant operational matters impacting on the overall wind farm and requiring immediate attention.

## 30. Shift Work



- 30.1 From time to time, **Employees** may be required to undertake work on a temporary nightshift arrangement in order to work around inclement weather or other operational impediments.
- 30.2 For duties undertaken as a nightshift, the following penalty rates will apply:
- (1) When 24 hours notice is provided, time and a half will be paid for the first 7.2 hours of each nightshift and double time for each hour thereafter;
  - (2) On occasions where less than 24 hours notice is provided, double time will be paid for all hours worked as a nightshift.
  - (3) As per clause 35.8, the relevant overtime continues to apply for all hours worked on a Saturday, Sunday or public holiday.
- 30.3 An **Employee** will be entitled to a paid shift off either immediately preceding or following the completion of a nightshift.

### **31. Meal Allowance**

- 31.1 An **Employee** who is entitled to a meal allowance, will be entitled to a **Suzlon** provided meal or a meal allowance as detailed in *Appendix 1*.

### **32. Standby/Availability for call-out**

#### **Roster and Conditions**

- 32.1 **Suzlon** will require an **Employee** to be rostered on stand-by/availability, or to perform work outside of the **Employee's** agreed scheduled ordinary working hours, on a pattern no more frequent than one week in three.
- 32.2 An **Employee** on stand-by is required to hold themselves available to perform emergency work if required by **Suzlon**, for each of the days for which they are on standby/availability.
- 32.3 While on stand-by/availability, an **Employee** will:
- (1) have access to a Suzlon vehicle which they may take home and utilise while attending call-outs;
  - (2) remain contactable via their Suzlon mobile phone; and
  - (3) remain fit for work in a manner consistent with ordinary working hours.
- 32.4 Although **Employees** are required to respond to telephone calls between the hours of 6.00 pm and 6.00 am, they are not required to attend site between those hours, and do so based on their professional judgement, unless in the event of an **Emergency**.

#### **Standby/Availability allowance**

- 32.5 Where **Suzlon** requires an **Employee** to be available for duty after normal working hours in accordance with an availability roster, the **Employee** will be entitled to be paid a weekly allowance as detailed in *Appendix 1* in total for each seven day period for which they are on call. Administratively, this allowance will be noted on timesheets as two payments shared over Saturday and Sunday.
- 32.6 If an **Employee's** Standby/Availability roster includes a public holiday, they will be paid an additional allowance of half the rate detailed in *Appendix 1* for each public holiday.
- 32.7 **Employees** may, at their own discretion, allocate their entire weekly allowance, or a portion, to another **Employee** for covering a portion of, or all of, their Standby/Availability responsibilities.

#### **Call-Out Rates**

- 32.8 When called out an **Employee** will be entitled to double time payment for such work from the time of leaving home until they return home from such work. Payment will be calculated accordingly with a guarantee of at least four hours of pay.
- 32.9 An **Employee**, recalled back to work after leaving Suzlon's premises on the completion of normal duties, shall be paid a minimum of 4 hours' work at the appropriate rate for each time the employee is so recalled. This shall not apply where the overtime is continuous (subject to a reasonable meal break). Overtime worked as specified in this sub-clause shall not be regarded as overtime for the purposes of Fatigue Management contained herein, where the actual time worked is less than four hours on such recall.

### **33. Suzlon Breaks**

- 33.1 Due to the special circumstances arising in the wind industry, the parties recognise that the arrangements for setting meal breaks, rest periods and crib time must be flexible enough to accommodate and work around the weather conditions.

#### **Meal Breaks**

- 33.2 An **Employee** will not be required to work more than five hours without an unpaid meal break of not less than 30 minutes.
- 33.3 Paid tea breaks of no more than 20 minutes in total will be taken at the discretion of each **Employee** with reference to their own fatigue levels and other Health and Safety concerns.

#### **Working without a meal/crib break**

- 33.4 Breaks for all **Employees** will be scheduled by **Suzlon** based upon operational requirements to ensure continuity of operations. **Suzlon** will not require an **Employee** to work more than five hours before the first meal/crib break is taken or between subsequent meal/crib breaks, if any.
- 33.5 If at the direction of **an immediate supervisor or manager**:
- (1) a day worker is required to work during the normal meal break; or
  - (2) a shiftworker is required to work more than five hours without a crib break, then the **Employee** will be paid at time and half until a meal/crib break is allowed.

#### **Called back to work at other times**

- 33.6 An **Employee** who is required to return to work (other than for pre-planned overtime) outside ordinary hours or on a Saturday, Sunday or public holiday will receive, after the fourth hour (and after each subsequent four hours) a crib break of 20 minutes which will count as time worked and a meal provided by **Suzlon** (or a meal allowance).

#### **Overtime Crib Breaks**

- 33.7 An **Employee** may take a paid rest break of 20 minutes after each four hours of overtime worked, if the **Employee** is required to continue to work after the rest break.
- 33.8 **Suzlon** and an **Employee** may agree to any variation of clause 34.7 to meet the circumstances of the workplace, provided that **Suzlon** is not required to make any payment in excess of or less than what would otherwise be required under this clause.

#### **Work which is continuous with ordinary hours**

- 33.9 An **Employee** who is required to work overtime for not less than two hours but not more than four hours before or after working ordinary rostered hours will receive during such overtime a crib break of 20 minutes which will count as time worked and a meal provided by **Suzlon** (or a meal allowance).

33.10 Where the overtime is to continue after the fourth hour (and after each subsequent four hours) the **Employee** will receive a crib break of 20 minutes which will count as time worked and a meal provided by **Suzlon** (or a meal allowance).

### 34. **Fatigue Management**

- 34.1 **Suzlon** will insist on a 10 hour break, (exclusive of travel), unless **Employees** are required for an **Emergency** call-out, between finish and start times to mitigate potential safety hazards (such as fatigue) and the following shall apply:
- (1) Where an **Employee** does not have a 10 hour break between shifts, the Employee will remain on double time until such time as they have had a full 10 hour break.
  - (2) Where a 10 hour break means an Employee will miss the beginning of their regularly scheduled shift, they will be paid normal time rates for the hours they are rostered.
- 34.2 **Suzlon**, the **Employees** and their representatives will continuously monitor all issues relating to excessive working hours.

### 35. **Overtime**

- 35.1 **Suzlon** encourages the effective and efficient management of work schedules in such a manner that **Employees** are not required to work beyond their normal work week.
- 35.2 Except as provided in this clause, **Suzlon** may require any **Employee** to work reasonable overtime.
- 35.3 **Employees** acknowledge that they may be asked to work reasonable additional hours further to their ordinary hours of work, in order to meet the operational requirements of **Suzlon**.
- 35.4 An **Employee** may refuse to work overtime in circumstances where the working of such overtime would result in the **Employee** working hours which are unreasonable, having regard to:
- (1) any risk to **Employee** health and safety; and
  - (2) the **Employee**'s personal circumstances including any family responsibilities.
- 35.5 All overtime hours shall we worked in accordance with the Fatigue Management Provisions of this Agreement.
- 35.6 Specific exemptions that may create the need to work overtime such as emergency work or major component exchange may be agreed with the **Employees**, or their representatives, provided that details of the activity are shared.
- 35.7 Where possible, instances of overtime relating to change-out of critical components will be raised with the **Consultative Committee**.

#### **Overtime Rates**

35.8 Overtime is payable at the following rates:

<b>For overtime worked on</b>	<b>Overtime rate</b>
Monday to Saturday	Time and a half for the first two hours and double time thereafter
Sunday	Double time
Public Holiday	Double time and a half

#### **Time off instead of overtime payment**

- 35.9 Where overtime is worked and payment is due in the terms of this clause, time off may be granted instead of payment on the following basis:
- (1) Where an **Employee** has worked scheduled overtime on a Saturday or Sunday, they may elect to be paid at ordinary time for hours worked, with one hour off accrued for each hour worked, and then paid at ordinary time rates when taken, up to a maximum of 7.2 hours.
  - (2) A maximum of one such day of time off instead of overtime payment will be granted for each 4 weeks of work. The taking of such time is subject to operational requirements and to be negotiated between and **Employee** and their immediate supervisor.

## Part 6 – Leave and Public Holidays

### 36. Annual Leave

- 36.1 Annual leave is provided for in the **NES**. This clause supplements or deals with matters incidental to the **NES**.
- 36.2 Full-time **Employees** are entitled to 20 days paid annual leave for each year worked. This leave accrues on a pro-rata basis, is cumulative and credited monthly. Part-time **Employees** are entitled to annual leave on a pro-rata basis.
- 36.3 Whilst on annual leave an **Employee** will be paid at their ordinary daily rate of pay for each day of leave taken, plus an additional 17.5% leave loading.
- 36.4 Annual leave accumulates from year to year and accrued but untaken annual leave will be paid out to an **Employee** upon termination.
- 36.5 **Employees** should submit leave requests up to one month in advance. However a first in best dressed approach shall apply in order to ensure operational requirements are met.

#### Illness during a period of annual leave

- 36.6 Subject to the provision of a medical certificate or reasonable evidence, any period of illness of one day or more occurring during leave may be claimed as personal leave and either an equivalent period of annual leave will be re-credited, or the **Employee's** period of absence extended.

#### Excessive accrual of annual leave

- 36.7 **Suzlon** may direct an **Employee** to take paid annual leave if the **Employee** has accrued more than five (5) weeks' paid annual leave, with due consideration given to an **Employee's** future plans to take leave.
- 36.8 **Suzlon** must give an **Employee** at least one month's notice of the requirement to take annual leave prior to the date the **Employee** is required to commence the annual leave.

#### Taking of annual leave during shut-down

- 36.9 **Suzlon** may direct an **Employee** to take paid annual leave during all or part of a period where **Suzlon** shuts down the business or part of the business where the **Employee** works. If an **Employee** does not have sufficient accrued leave entitlements for the period of the shut-down then the **Employee** may be required to take leave without pay.

### 37. Parental/Personal/Carer's and Compassionate Leave

- 37.1 Parental leave is provided for in the **NES**. This clause supplements the **NES**

37.2 Personal/carer's leave and compassionate leave are provided for in the **NES**. This clause supplements the **NES**.

37.3 The annual personal leave entitlement is 12 days (inclusive of the **NES** entitlement).

### **38. Community Service Leave**

38.1 Community service leave is provided for in the **NES**. This clause supplements the **NES**.

#### **Jury Duty**

38.2 Suzlon commits to pay the difference between any payments made by the court in respect of appearances and the **Employee's** base salary. This shall not include payment of overtime, allowances or other payments of this nature.

38.3 In order to be eligible for such payment, an **Employee** must immediately advise their immediate supervisor of the required attendance upon receipt of a jury service notice or summons to appear at court, and complete the required leave request documentation.

### **39. Emergency Service Leave**

39.1 Suzlon recognises the important role that the SES and other Emergency Services play in the Communities within which we operate.

39.2 Subject to operational requirements, Suzlon will endeavour to support employees who are members of Emergency Services such as the SES by providing access to leave in times of crisis.

39.3 The amount and type of leave will be determined on a case by case basis having regard to Suzlon's operational requirements, the nature of the emergency and the amount of time away from work that is required.

### **40. Domestic Violence Leave**

40.1 For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former).

40.2 An employee, including a casual employee, who is a victim of family and domestic violence is entitled to 10 days per year of paid family and domestic violence leave for the purpose of:

- (1) Attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- (2) Relocation or making other safety arrangements; or
- (3) Other activities associated with the experience of family and domestic violence.

40.3 Upon exhaustion of the leave entitlements in this clause, employees will be entitled to up to 2 days unpaid family and domestic violence leave on each occasion.

40.4 The employee shall give Suzlon notice as soon as reasonably practicable of their request to take leave under this clause.

40.5 If required by Suzlon, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this clause. Such evidence may include a document issued by the police service, a court, a family violence support service or a lawyer.

40.6 Suzlon will take all reasonable measures to ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and domestic violence is kept confidential.

### **41. Public Holidays**

## Prescribed Holidays

- 41.1 An **Employee**, other than a casual **Employee** is entitled to payment at the **Employee's** normal ordinary hourly rate of pay for the following public holidays:
- (1) New Year's Day;
  - (2) Australia Day;
  - (3) Labour Day;
  - (4) Good Friday;
  - (5) Easter Monday;
  - (6) Anzac Day;
  - (7) the Queens birthday holiday;
  - (8) Christmas Day;
  - (9) Boxing Day or Proclamation Day; and
  - (10) or such other day proclaimed by the relevant State/Territory legislation or Proclamation in addition to or in substitution for any of the above days in which case the substituted day will be deemed to be the holiday for the purposes of this **Agreement**.

## Substitution of Public Holidays

- 41.2 **Suzlon** and a majority of affected **Employees** or an individual **Employee** may reach **Agreement** to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under the terms of the **NES**.

## 42. Long Service Leave

- 42.1 The relevant Long Service Leave Legislation for the State or Territory in which an **Employee** is required to work shall apply for the purposes of this **Agreement**.

## Part 7 – Location of Work and Overseas Work

### 43. Location of Work

- 43.1 **Employees'** location of work arrangements are covered in role specific agreement sections in the Agreement.

### 44. Interstate Travel Allowance and Travel Expenses

- 44.1 Suzlon will be responsible for the costs associated with travel and accommodation where **Employees** are required to be deployed or temporarily re-assigned. Suzlon will book and pay for self contained accommodation where available, or, by prior negotiation, **Employees** may book their own accommodation and provide receipts for reimbursement. Where there is no self contained accommodation available, Suzlon will by agreement arrange for other appropriate accommodation available nearest to the work location.
- 44.2 Suzlon will pay the Employee an allowance of \$160 per day for the duration of the deployment or temporary re-assignment.
- 44.3 It is understood that this allowance:
- (1) Is in place to encourage employees to make themselves available for interstate assignments and that it recognises the inconvenience to the employee resulting from the deployment;
  - (2) Covers meal and incidental expenses; and
  - (3) Is taxable
- 44.4 As such, no further payment or reimbursements will be made for interstate deployments or temporary re-assignments, unless in accordance with this clause.

### 45. Overseas Assignments

- 45.1 From time to time and as operationally required, **Employees** may be nominated to undertake a voluntary short term work assignment at a **Suzlon** project in an overseas location. Unless otherwise specified within this clause, this **Agreement** will continue to provide the basis for **Employee**'s contract of employment. Provided that the **Employee** remains better-off overall, the following conditions will be dictated by the immediate supervisor at the overseas location:
- (1) Roster patterns.
  - (2) The provision of accommodation.
  - (3) The provision of either meals or a daily food allowance.

### **Notification**

- 45.2 Written notification of each proposed assignment will be provided to nominated **Employees**. Such notification will specify details of the assignment, including; the anticipated duration, duties, applicable conditions and destination country information.
- 45.3 Each overseas assignment duration will be by negotiation.
- 45.4 Nominations for all overseas assignments will be by negotiation with a minimum period of notification of one week.

### **Commitments**

- 45.5 **Employees** who are required to travel to an overseas assignment will be paid at a rate of 8 hours ordinary pay per 24 hour period whilst in transit.
- 45.6 **Suzlon** will endeavour to arrange airport transfers in the destination country prior to the **Employee**'s departure, however in the event that this is not possible, transfer costs will be reimbursed to the **Employee**.
- 45.7 Upon request, **Suzlon** will provide expatriate tax advice to all **Employees** assigned overseas for a period greater than 183 days.
- 45.8 Where applicable to the destination country, and prior to departure, **Suzlon** will arrange for and cover all medical costs which may be associated with the overseas assignment, including; medical examinations and any required vaccinations.
- 45.9 Where applicable to the destination country, and prior to departure, **Suzlon** will arrange for and cover all costs for relevant documentation associated with the overseas assignment including working visas on behalf of nominated **Employees**.

## **Part 8 – Training & Related Matters**

### **46. Skills extension and training conditions**

- 46.1 The parties to this Agreement recognise that in order to increase the efficiency and productivity of **Suzlon** and also the national and international competitiveness of the industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (1) developing a more highly skilled and flexible workforce;
  - (2) providing **Employees** with career opportunities through appropriate training to acquire additional skills; and
  - (3) removing barriers to the use of skills required.
- 46.2 All training and development will be based on the skill requirements of **Suzlon** and, where relevant, nationally recognised formal Training Packages and / or licensing requirements. All training and assessment will reflect the standards required for competent performance within an **Employee**'s career path.
- 46.3 **Employees** agree to coordinate and assist in the transfer of skills to other workers.

- 46.4 Training and development will be provided to **Employees** both on and off-site.
- 46.5 **Suzlon** can require **Employees** to undertake any training deemed to be essential to the safe, effective and productive performance of their duties. Such training will be relevant to **Suzlon** and the cost of such training shall be borne by **Suzlon**. Such training may include extended full time training off-site attending a suitable and accredited program.
- 46.6 Skills and associated training are based on organisational need and will be designed to increase flexibility and productivity. Within these parameters, **Employees** will have equitable access to training opportunities within their career path.
- 46.7 A service business training plan will be developed on at least a yearly basis.
- 46.8 Training will be primarily on-the-job by direct work experience, self-paced learning, computer- based training and coaching. It will draw upon both external training resources and demonstrated in-house training expertise.
- 46.9 There will be core and optional skills training. Core skills will be acquired prior to optional skills.
- 46.10 Competency in skills acquired will be rigorously assessed by objective methods.
- 46.11 **Employee** performance and skills training progress will be reviewed at least annually.
- 46.12 Skills extension will include both:  
(1) vertical—increasing the depth of skills; and  
(2) horizontal—increasing the range of skills.
- 46.13 Where practicable, training will receive external accreditation.
- 46.14 **Employees** will have ready access to information on their skill training requirements and on career streams.

### **Payment for Training**

- 46.15 **Employees** will be paid for training hours in accordance with the following:  
(1) For classroom based training, a maximum of ten (10) hours per day, at the base rate, is payable to **Employees**, inclusive of travel time.  
(2) For site based training, **Employees** will be paid at the prevailing rate for all hours worked and/or spent in training.
- 46.16 In the event that **Employees** are required to undertake training (or travel as a result of training) on a weekend or public holiday, they will be paid at ordinary time, save that the training is site based in which case the provisions of clause 47.15(2) will apply.

### **47. Apprentices**

- 47.1 An apprentice is an **Employee** who is bound by a contract of training registered with the appropriate State or Territory training authority.

### **Conditions of employment**

- 47.2 Apprentices will be engaged in accordance with the terms of this Agreement, any relevant apprenticeship legislation and any Agreement and/or regulations made by any State or Territory training authority with the responsibility for the apprenticeship. The terms of this Agreement apply to apprentices except where otherwise stated.
- 47.3 Apprentice rates of pay will be calculated in accordance with the percentage rates prescribed in the award relative to the 100% rate in *Appendix 1*.



- 47.4 An apprentice will be permitted to be absent from work, without loss of pay or continuity of employment, to attend the off-the-job training in accordance with the contract of training.
- 47.5 Notice of termination and redundancy provisions do not apply to apprentices, provided that where the employment of an apprentice by **Suzlon** is continued after the completion of the apprenticeship, the period of the apprenticeship will be counted as service for the purposes of the Agreement and long service leave entitlements.
- 47.6 In the event that an apprentice is terminated at the end of their apprenticeship and is re- engaged by **Suzlon** within six months of such termination, the period of the apprenticeship will be counted as service in determining any future termination entitlements.

**Overtime and Shiftwork**

- 47.7 When overtime and/or shiftwork are worked the relevant penalties and allowances prescribed by the Agreement will apply, based on the wage rate contained in this clause. No apprentice will work overtime or shiftwork on their own or without supervision.
- 47.8 No apprentice under the age of 18 years will be required to work overtime or shiftwork unless they so desire.
- 47.9 No apprentice will, except in an **Emergency**, work or be required to work overtime or shiftwork at times which would prevent their attendance at technical school as required by any statute, Agreement or regulation applicable to them.

**Payment by results**

- 47.10 An apprentice will not work under any system of payment by results.

**Attendance at technical schools**

- 47.11 Apprentices attending technical colleges or schools and presenting reports of satisfactory progress must be reimbursed all fees paid by them in respect of their apprentice training.

**Apprentice pay rates**

- 47.12 The minimum weekly wage payable to an apprentice shall be the percentage of the Level 1 100% rate as set out in the following tables:

Year of apprenticeship	Apprentice (other than an adult apprentice) without Year 12	Apprentice (other than an adult apprentice) with Year 12	Adult Apprentice
1	50	55	70
2	60	65	80
3	75	75	85
4	85	85	90

- 47.13 On the expiration of an apprenticeship an employee who works in the apprenticed trade will be paid not less than the Level 1 100% rate.
- 47.14 Further, an adult employee who is employed by an employer immediately prior to commencing an apprenticeship with that employer, will not suffer a reduction in the pay the employee was entitled to receive immediately prior to commencing such apprenticeship for all hours working under their classification and exercising normal duties. Duties and paid training required solely for the purposes of attaining the qualification will be paid at the appropriate apprentice rate.
- 47.15 The Notice of Termination and Redundancy Pay provisions of the National Employment Standards under the Fair Work Act 2009 will be applied to apprentices covered by this Agreement.

#### **48. Large Scale Wind Generation - Certificate 3 and 4**

- 48.1 Suzlon is committed to developing its people with appropriate training and being recognised as a leader within the industry.
- 48.2 It is acknowledged that industry recognised training and qualifications benefit all the parties. As such it is agreed that a working group of the parties will be established with the goal of developing the Wind Industry framework based on Suzlon turbine technology.
- 48.3 The package content would have online modules and content wherever possible to enable the ready access to and efficient delivery of training units.
- 48.4 Employee existing skills would be assessed and recognised.

### **Part 9 – Occupational Health & Safety, Clothing and Tools**

#### **49. Occupational health and safety**

- 49.1 Occupational Health & Safety is a core **Suzlon** value and **Suzlon** seeks to create a work environment in which every **Employee** has confidence that work is carried out in a safe manner.
- 49.2 **Employees** are required, and empowered, to cease any activities in which they feel themselves or their colleagues are being placed in an unsafe situation.
- 49.3 **Employees** are responsible for ensuring that they are fit to undertake their duties before commencing or during work each day. If they are not, they should either not commence work or should cease work and discuss the problem with their Lead Technician as soon as possible. **Suzlon** is responsible for assessing that **Employees** are fit to undertake their assigned duties on any day and will prevent them from commencing work if they are not. If **Employees** do not commence rostered work due to lack of fitness they will not be paid for rostered hours not worked but may be able to apply for sick leave.
- 49.4 **Employees** are required to comply with **Suzlon** and any Client requests with respect to Alcohol and Other Drugs in the workplace. This will include random and incident specific alcohol and drug testing.
- 49.5 **Employees** may be required to undergo medical examinations at **Suzlon**'s expense to verify fitness for work or satisfy **Suzlon** requirements at any time during employment.

#### **50. Uniform**

- 50.1 During the life of this **Agreement**, **Suzlon** shall issue all **Employees** engaged to work on site with appropriate protective clothing and personal protective equipment, including wet weather gear, climbing harnesses and safety helmets, in order to ensure the safe and effective performance of work.
- 50.2 The following items of uniform shall be issued to **Employees** as required on a fair wear and tear basis:
  - (1) 2 pairs of boots (one pair for work inside the WTG, one pair for outside work).
  - (2) 4 pairs of pants.
  - (3) 4 tops.
  - (4) 3 jumpers.
  - (5) 1 jacket.
  - (6) 2 sets of thermal clothing (top & pant).

- 50.3 Upon receipt of a new item, **Employees** are required to return a previously issued item (regardless of its condition) to **Suzlon**. **Employees** are not authorised to dispose of any items of their uniform.
- 50.4 An **Employee** may elect to purchase their own Australian Standard compliant work/safety boots, in lieu of those issued by **Suzlon**. Upon provision of receipts, an **Employee** will be reimbursed for up to \$200 of the purchase price.
- 50.5 Where the **Employee** requires prescription glasses, and has sought prior approval from the relevant service manager, **Suzlon** shall ensure that appropriate eye protection is issued or where the **Employee** has had his/her glasses hardened, reimburse the **Employee** for the cost, provided that such glasses meet appropriate safety standards.
- 50.6 An **Employee** supplied with any of the clothing and/or equipment specified in this clause must utilise such clothing and/or equipment in such a way as to achieve the purpose for which it was supplied.
- 50.7 **Employees** agree that when wearing clothing which contains the **Suzlon** or Suzlon logo (including during and after work hours) they are representing **Suzlon**. At such times **Employees** must ensure that they act in a manner that positively reflects on **Suzlon**.
- 50.8 **Employees** leaving **Suzlon** must return all **Suzlon** issued clothing. **Employees** agree that should any items of clothing or equipment be unreasonably retained or not returned upon termination, that the cost price of the article will be deducted from monies owing on termination.
- 50.9 **Suzlon** will enable **Employees** to purchase unbranded PPE for personal use via **Suzlon's** supply chain. **Employees** will be responsible for the cost of these items, and the items will remain the property of the **Employee**.

## **51. Tools of trade**

- 51.1 During the life of this **Agreement**, **Suzlon** is responsible for the provision of all tools, equipment and consumables.
- 51.2 At all times **Employees** are to safely use tools and equipment in accordance with site operating requirements. Tools are not intended for personal use.
- 51.3 **Employees** agree that all tools of trade are considered to be the property of **Suzlon**. Subsequently any **Employees** leaving the employ of **Suzlon** must return all **Suzlon** property prior to their last day of employment.

## **Site Vehicles**

- 51.4 **Suzlon** shall provide **Employees** with a site "tool of trade" vehicle for business-related use and reasonable incidental personal use during their on-call roster.
- 51.5 Where an Employee who is not on-call is allocated a site "tool of trade" vehicle it is understood that access is a work requirement within the team that is allocated to various team members and is not a personal or transferrable condition of employment of any individual Employee.
- 51.6 It is the responsibility of the Employee to ensure the vehicle is kept in good condition, and comply with the following:
- (1) At all times the **Employee** must hold a valid driver's license and comply with:
    - (a) All relevant road laws.
    - (b) The terms of any applicable insurance policies.
  - (2) Any fines or penalties incurred by an **Employee** in association with the operation of an allocated motor vehicle during the course of their employment shall be the responsibility of the **Employee**.
  - (3) Any damage caused to a site vehicle must be immediately reported to **Suzlon**.

51.7 **Suzlon** and **Employees** acknowledge that **Employees** convicted of driving under the influence, while operating an **Suzlon** vehicle will be subject to disciplinary actions, the outcomes of which may include termination of employment.

## 52. Inclement Weather

### Inclement Weather - Guiding Principle

52.1 The primary objective of this clause is to follow a set of agreed procedures, which ensure that productivity is maximised without exposing **Employees** to inclement conditions under which it is unsafe for some or all **Employees** to continue working whilst exposed to these conditions.

### Definition of Inclement Weather

52.2 Inclement Weather means the existence of abnormal climatic conditions (whether it is rain, hail, snow, cold, high wind, lightening, severe dust storm, extreme high temperature or any combination thereof) where it is either not reasonable or unsafe for **Employees** to continue working whilst those conditions prevail.

### Maximising Productivity during Inclement Weather

52.3 If only a portion of the project or site is affected by Inclement Weather, **Employees** that are working in other areas of the site that are not affected by the Inclement Weather, shall continue working in accordance with this **Agreement**.

52.4 Where an **Employee** is prevented from working at the **Employee's** normal function as a result of unsafe conditions caused by the Inclement Weather, the **Employee** may be transferred to other work at the **Employee's** classification level on site, until the unsafe conditions cease. Where such alternative work is not available on site, and until the unsafe conditions cease, the **Employee** may be transferred to another site or project to perform work at their classification level.

52.5 At all times during Inclement Weather, as defined in this clause, the health, safety and welfare of **Employees** will be continuously monitored and reviewed.

### Consultative/Conference Procedure

52.6 **Suzlon**, or **Suzlon's** representatives, shall when requested by the **Employees**, confer within a reasonable period of time (not greater than 30 minutes), to determine if the weather conditions are inclement.

52.7 Either of the following shall dictate the commencement of the Consultative/Conference Procedure:

- (1) An individual **Employee** or group of **Employees** formally raises a concern regarding the presence of inclement weather, or
- (2) When the outside temperature is 40° C.

52.8 Weather shall not be regarded as inclement unless it is agreed at this conference. In determining if the weather is deemed to be inclement, a formal vote will be undertaken by a group of representatives to include the following:

- (1) most senior Suzlon representative on-site.
- (2) Employee safety representatives.
- (3) The **Employee(s)** who raised the issue.

52.9 In determining if weather is inclement, the site Consultative Committee will organise a meeting (following the procedures set out below) and using information/readings taken from the SCADA system (as set out below) to decide if the weather is deemed inclement and therefore work needs to cease on part or all of the site and for what length of time the stoppage should be.

- (1) All work inside the **WTG** will cease when the 10 minute average wind speed is greater than 25m/second.

- (2) All work outside the **WTG**, e.g., hub, will cease when the 10 minute average wind speed is greater than 15m/second.
- (3) Servicing work will cease when the temperature inside the **WTG** is in excess of 40° C.
- (4) Breakdown work will continue when the temperature inside the **WTG** is between 40° C and 42° C, and then only with reference to:
  - (a) length of the task to be performed must not be greater than 2 hours, and
  - (b) ensuring adequate breaks and preventative measures are supplied.
- (5) No work will be performed outside during lightening storms, and will resume when available forecasting data and locally observed conditions dictate it is reasonable to do so.

52.10 In making the determination in relation to Inclement Weather, points to be taken into consideration may include, but are not limited to:

- (1) Critical or emergency related nature of tasks to be completed on the day.
- (2) Impact of the present weather on the tasks to be completed.
- (3) Impact of current weather conditions, including wind and humidity on the actual apparent temperature for the given task to be completed in.
- (4) Availability of additional/alternative work.
- (5) Manufacturers specifications for equipment to be used.
- (6) Input from operators of equipment to be used.
- (7) Job Safety Analysis (JSA).
- (8) Safe Work Method Statement (SWMS).
- (9) Local Fire Authorities.

52.11 Possible outcomes as a result of the weather being declared as inclement may include, but are not limited to any of the following, and may apply the whole site or affected individuals or groups of individuals:

- (1) The provision of additional breaks during the day to accommodate for intense weather conditions.
- (2) The provision of cold water or drinks containing electrolytes to address intense heat and prevent dehydration.
- (3) Industrial fans being used.
- (4) Transfer to other tasks as described at clauses 53.3 and 53.4.
- (5) Use of a buddy system to recognise the signs/symptoms of heat stress as people may not notice their own symptoms.

52.12 In the event of a call-out, the above process shall be conducted between the affected **Employee**(s) and their immediate supervisor via telephone. Minimum payment for a call-out, as described at clause 33 shall apply, provided that the determination is made once the **Employee** has arrived on-site.

### Cessation and Resumption of Work

52.13 At the time **Employees** cease work due to inclement weather **Suzlon** or **Suzlon's** representative on site and the **Employees'** representative if the **Employees** requests shall agree and note the time of cessation of work.

52.14 After the period of inclement weather has clearly ended the **Employees** shall resume work and the time shall be similarly agreed and noted.

### Restriction of Payment

52.15 An **Employee** shall not be entitled to payment for time lost through inclement weather as provided for in this clause unless the provisions of this clause have been observed.

## Part 10 – Role Specific Conditions

### 53. Service Technicians

53.1 The primary objective of this clause is to set out the conditions which relate only to those **Employees** designated as a **Service Technician**. To the extent that there is any

inconsistency between the following clauses and any previous sections of this Agreement, then this clause will prevail to the extent of any such inconsistency with regards to **Employees** so designated.

### **Work Location**

- 53.2 **Employees** will be advised of their designated location of work on their engagement with **Suzlon**.
- 53.3 Permanent re-assignment or relocation of a **Service Technician** will be by negotiation between **Suzlon** and the affected **Employee**.
- 53.4 **Employees** acknowledge that due to the nature of the industry, flexible work arrangements are required to meet operational requirements. At times where **Employees** are nominated to be reassigned to another site to meet such requirements, a written notice detailing the anticipated length of the assignment shall be provided in accordance with the following clauses

### **Out of State Assignment**

- 53.5 Where an **Employee** is directed to undertake a temporary re-assignment out of state, a minimum of five (5) working days notice must be provided, provided that due consideration is given to an **Employee's** personal circumstances.
- 53.6 The maximum duration for such an assignment is not to exceed 2 weeks, unless prior agreement has been made.
- 53.7 Employees electing to undertake an out of state assignment will have travel and accommodation paid for by **Suzlon** in accordance with clause 45.
- 53.8 For all Technicians, pre-approved travel will be paid at the Employee's prevailing rate.

### **Intra State Assignment**

- 53.9 For assignments longer than five (5) working days in duration, **Employees** will be provided with five (5) working days notice (or longer if possible) of details of their reassignment by the Service Manager or their nominee.
- 53.10 In the event of an emergency or short term assignment a minimum of 24 hours notice will be provided. A shorter notice period may be negotiated to meet operational requirements in the event of exceptional circumstances. In these instances, the following payment options will be available to the **Employee**:
- (1) Where the short-term assignment is located a greater distance away from the **Employee's** usual place of residence, and the journey between the **Employee's** usual place of residence and the site of the new assignment is greater than their usual journey to work, they will be entitled to ordinary-time payment for any difference in travel time, greater than 30 minutes, or;
  - (2) Where the temporary re-assignment is located at such a distance from the **Employee's** usual place of residence that the **Employee** cannot reasonably return home each night, Suzlon will be responsible for travel and accommodation costs in accordance clause 45, and the **Employee** will be reimbursed for all reasonable food expenses, subject to the provision of receipts.

## **54. Roving Technicians**

- 54.1 The primary objective of this clause is set out the conditions which relate only to those **Employees** designated as Roving Service Technicians. To the extent that there is any inconsistency between the following clauses and any previous sections of this Agreement, then this clauses will prevail to the extent of any such inconsistency with regards to **Employees** so designated.

### **Location of Work**

54.2 **Roving Technicians** will be advised of their designated 'home' location of work on their engagement with **Suzlon**, however they are expected to regularly deploy to anywhere in the state in which they reside at short notice.

### **Out of State Assignments**

54.3 Where an **Employee** is directed to undertake a temporary re-assignment out of state, a minimum of five (5) working days notice must be provided, provided that due consideration is given to an **Employee's** personal circumstances.

54.4 The maximum duration for such an assignment is not to exceed 2 weeks without prior agreement.

54.5 Employees electing to undertake an out of state assignment will have travel and accommodation paid for by Suzlon in accordance with Clause 45.

### **55. Substation Operators**

55.1 The primary objective of this clause is set out the conditions which relate only to those **Substation Operators** with Suzlon Australia allocated to the HV Roster, and those Employees solely assigned to Substation Operator roles. To the extent that there is any inconsistency between the following clauses and any previous sections of this Agreement, then the following clauses will prevail to the extent of any such inconsistency with regards to Employees so designated.

#### **Location of work**

55.2 **Substation Operators** will be advised of their designated 'home' location of work on their engagement with **Suzlon**, however they are expected to regularly deploy to anywhere in the state in which they reside at short notice.

55.3 **Substation Operators** work base is considered to be their home.

55.4 Service Technicians, whilst on standby/availability on a HV Roster, are considered to be HV Operators for the purposes of determining their work base when called out to HV activities.

#### **HV Call outs**

55.5 Operational guidelines for responding to HV call-outs will be developed and agreed via the **Consultative Committee** as soon as practical. Such guidelines will address:

- (1) contact list for overnight HV incidents
- (2) categories of incidents that require attendance at site
- (3) actions are required for incidents not requiring attendance at site

55.6 **Suzlon** will require an **Employee** to be on call as part of the HV roster on a pattern no more frequent than one week in three.

55.7 In instances where either a Service Technician or HV Operator is acting as an authorised HV Operator and is on call under the HV and Turbine breakdown rosters concurrently, the HV callout will take preference unless the technician is otherwise directed by the relevant State Service Manager.

## **Part 11 – No Further Claims**

### **56. No Further Claims**

56.1 The parties to this **Agreement** undertake to not pursue any further claims as to wage increase or to improvements or reduce the conditions of employment, whether they be **Agreement** or over-**Agreement**, during the life of this **Agreement**.

## Appendix 1 – Classifications and Rates of Pay Table

Level	Competency	Rate	1 April 2024 Rate	1 April 2025 Rate	1 April 2026 Rate	Pre-requisite
E1	Non-technical support labour	55%	\$29.47	\$30.58	\$31.73	<ul style="list-style-type: none"> <li>Basic Literacy</li> <li>Driver's license</li> <li>Basic Computer skills</li> <li>No On Call</li> </ul>
E2	Non-technical support labour	75%	\$40.18	\$41.69	\$43.25	<ul style="list-style-type: none"> <li>All of the above plus</li> <li>Better Computer skills</li> <li>Working at Height</li> <li>Rescue from Height</li> <li>Confined Spaces</li> </ul>
E3	Apprentice *					*Detailed within the Apprenticeship Clause
1	Technician	100%	\$53.58	\$55.59	\$57.67	Mechanical or Electrical trade
2	Service Technician	105%	\$56.26	\$58.37	\$60.56	<p>Electrical Trade - relevant turbine training                      Mechanical Trade - relevant turbine training and restricted electrical licence; or</p> <p>Certificate 3 (or equivalent by prior agreement) drawn from the qualification pathway towards Certificate 4 in Large Scale Wind Generation.</p>
2.1	HV Operator	110%	\$58.94	\$61.15	\$63.44	Service Technician with relevant training and authorisation to undertake HV operator duties as defined by Suzlon's HV Rules
3	Senior Technician, e.g. <ul style="list-style-type: none"> <li>Substation Operator</li> <li>Specialist Technician</li> </ul>	112.5%	\$60.27	\$62.53	\$64.87	Service Technician with: <ul style="list-style-type: none"> <li>Certificate 4 (or equivalent by prior agreement) in Large Scale Wind Generation.</li> <li>For HV - HV RIC training and internal authorisation to Level 3 (or equivalent) by Suzlon or Customer</li> </ul>
4.0	HV Technician (dedicated role)	115%	\$61.62	\$63.92	\$66.32	
4.1	Lead Technician	115%	\$61.62	\$63.92	\$66.32	Based on up to 60 Turbines  Certificate 4 (or equivalent by prior agreement) in Large Scale Wind Generation.
4.2	Lead Technician	120%	\$64.29	\$66.70	\$69.20	Based on greater than 60 Turbines  Certificate 4 (or equivalent by prior agreement) in Large Scale Wind Generation.

All positions will be achieved with the relevant qualifications and by appointment to the position by Suzlon Energy Australia). Employees engaged prior to the signing of this Agreement who do not possess the required pre-requisite skills and qualifications for their current classification will not have their job level reduced as a result of the implementation of this classification structure.



## Pay Increase percentages

Date	Increase
1/04/24	3.75 %
1/04/25	3.75 %
1/04/26	3.75 %

\* These percentage increases are reflected in the Appendix 1 – Classifications and Rates of Pay Table

## One-off Working on Christmas Day Payment

A one-off payment will be made to employees covered by this agreement who are authorised to work Christmas day public holiday. The one-time payment is additional to overtime, penalty rates and availability allowance paid for this day.

The amount of the bonus payment is \$250 per eligible employee plus statutory superannuation and will be subject to taxation.

## Other Allowances

### Acting as a Specialist Technician

When required to act as a Specialist Technician for a defined project, the Level 3 rate is only applicable for the duration of an assignment.

### Commissioning Allowance

2.5% of the Level 1 100% rate. Only applicable for a Service Technician by appointment to position. Commissioning will be paid only for the duration of an assignment.

### Meal Allowances

Date	Increase	Rate
1/04/24	3.75 %	\$19.03
1/04/25	3.75 %	\$19.74
1/04/26	3.75 %	\$20.48

### Standby/Availability Allowance

Date	Increase	Rate (weekly*)
1/04/24	3.75 %	\$205.99
1/04/25	3.75 %	\$213.73
1/04/26	3.75 %	\$221.74

\*Excluding weeks where public holiday is applicable – in this case the weekly rate is to be divided by 2 and added to the weekly rate for each occurrence.

## Signatories to the Agreement

Signed for and on behalf of Suzlon energy Australia:

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**Signature**

Tejjas Parmar – Chief Executive Officer

---

**Name/Title**

Suzlon Energy Australia Pty Ltd, 3 Wenham Road, Jamestown, South Australia, 5491

---

**Address**

XX October 2024

---

**Date**

I declare that I am an authorised representative of Suzlon Energy Australia and have the authority to sign this Agreement on behalf of Suzlon Energy Australia.

---

**Witness signature**

Marshal Fernandes, Chief Financial Officer

---

**Witness name**

Suzlon Energy Australia Pty Ltd, 3 Wenham Road, Jamestown, South Australia, 5491

---

**Address**

Signed on and on behalf of the Employees:

---

**Signature**

Thomas Densley, Lead Service Technician

---

**Name/Title**

Suzlon Energy Australia Pty Ltd, 3 Wenham Road, Jamestown, South Australia 5491

---

**Address**

---

**Date**

I declare that I am an authorised bargaining representative of the Employees of Suzlon Energy Australia and have the authority to sign this Agreement on behalf of the Employees I represent.

Signed on and on behalf of the Communications, Electrical, Electronic Energy Information, Postal, Plumbing and Allied Services Union of Australia (CEPU):

---

**Signature**

---

**Name/Title**

---

**Address**

---

**Date**

I declare that I am an authorised bargaining representative of the CEPU and have the authority to sign this Agreement on behalf of the Union.

**SIGNING PAGE:**

**Signed for and on behalf of Suzlon Energy Australia Pty Ltd (Employer);**

Full name: Tejjas Parmar

Position: Suzlon CEO

Address: C/O Level 2, Tower 1, 495 Victoria Avenue, Chatswood, NSW, 2067

Explanation of authority to sign the Agreement: The above person is authorised by the Employer to sign the Agreement on its behalf.

Signature:



Date 26 November 2024

In the presence of Marshal Fernandes:

Witness signature:



Print name: Marshal Fernandes


**Signed for and on behalf of Service and Maintenance Employees covered by this Agreement:**

Full name: Tom Densley

Position: Lead Technician

Address: 3 Wenham Road, Jamestown, South Australia, 5491

Signature:



Date 26 November 2024

In the presence of Steve Rusca :

Witness signature: Steve Rusca Print name: Steve Rusca

**Signed on behalf of the Communications, Electrical, Electronic Energy Information, Postal, Plumbing and Allied Services Union of Australia (CEPU):**

Full name: JOHN ADLEY  
Position: CEPU SA BRANCH SECRETARY  
Address: 87 SAINT VINCENT STREET, FORT ADELAINE, S.A. 5015



Explanation of authority to sign Agreement: The above union is a bargaining representative in accordance with Chapter 2, Part 2-4, Division 3 of the *Fair Work Act 2009 (Cth)* and the above person is authorised to sign on its behalf.

Signature: [Handwritten Signature] Date 26 November 2024

In the presence of (witness) Max Mawby :

Witness signature: [Handwritten Signature] Print name: Max Mawby