

**ETS Infrastructure Management
Pty Ltd**

T/as ETS Vegetation Management

Electrical Supply Industry

Queensland Enterprise

Agreement 2024 – 2028

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PART 1 PRELIMINARY

1.1 Title

This Agreement will be known as the ETS Infrastructure Management Pty Ltd T/as ETS Vegetation Management Electrical Supply Industry Queensland Enterprise Agreement 2024 - 2028, referred to hereafter as “the Agreement”.

1.2 Parties

The parties to the Agreement are:

- ETS Infrastructure Management Pty Ltd T/as ETS Vegetation Management (ABN: 38 070 013 884) (“the Company” or “the Employer”); and
- The Employees covered by this Agreement as set out in Clause 1.4 of the Agreement; and
- The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia, Electrical, Energy and Services Division (“the ETU”).

1.3 Duration and incidence

- 1.3.1 This Agreement will commence operation 7 days after the agreement is approved by the Fair Work Commission (in accordance with section 54 of the Act) and will remain in force until 31st March 2028.
- 1.3.2 This Agreement will continue in force after its nominal expiry date.

1.4 Application

This Agreement applies to:

- ETS Infrastructure Management Pty Ltd T/as ETS Vegetation Management (ABN: 38 070 013 884);
- All Employees who are employed in, or in connection with any calling, trade, craft, non-trade, vocation or profession referred to in the classification structure contained in this Agreement in the transmission, line maintenance, distribution, generation and supply of electricity in the State of Queensland.
- The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia, Electrical, Energy and Services Division (“the ETU”).

If any provision of the Agreement is less beneficial than the National Employment Standards (NES), the NES will prevail.

1.5 Workplace Change, Flexibility and Consultation

1.5.1 Group Flexibility

The Employer and the Employees acknowledge that there is an ongoing review of working arrangements and will address such issues in a consultative and cooperative manner through the following processes:

- (a) Consultation with all directly affected staff, their relevant Employee Representatives;
- (b) The Employer, the Employees directly involved and, where requested the Employee Representative, will negotiate, develop and agree a suitable proposal;
- (c) Achieve agreement from 60% of Employees directly affected;
- (d) Advise the relevant unions; and
- (e) Proposal may then be implemented.

Provided that proposals which require the variation of conditions of employment as contained in this agreement, any such change will have no application until FWC has certified the proposed changes in accordance with section 211 of the *Fair Work Act 2009*.

1.5.2 Individual Flexibility

An Employee and the Employer may agree to an arrangement (individual flexibility arrangement) varying the effect of certain terms of this agreement in relation the Employee and the Employer, in order to meet the genuine needs of the Employee and Employer;

The terms that may be varied are:

- Parental leave. (For example, the Employer and the Employee may agree that the maximum period of unpaid parental leave be increased); and
- Long service leave. (For example, where the Employee has an entitlement to a period of long service leave, the Employer and the Employee may agree that the Employee can take twice that period of long service leave at half pay).

Any individual flexibility arrangement agreed to under this enterprise agreement must be genuinely agreed to by the Employer and the Employee;

The Employer must not exert undue influence or undue pressure on an Employee in relation to the making of an individual flexibility arrangement;

Where the Employer seeks to enter into an individual flexibility arrangement, the Employer must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

The Employer must ensure that any individual flexibility arrangement agreed to under this enterprise agreement must:

- (a) be about matters that would be permitted matters if the arrangement were an enterprise agreement; and
- (b) not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
- (c) result in the Employee being better off overall than the Employee would have been if no individual arrangement were agreed to; and
- (d) be in writing and signed:
 - (i) in all cases – by the Employee and the Employer; and
 - (ii) if the Employee is under 18 – by a parent or guardian of the Employee; and
- (e) name the parties to the agreement; and
- (f) state each term of this agreement that the Employer and the Employee have agreed to vary the effect of; and
- (g) detail how the effect of each term has been varied by the individual flexibility arrangement; and
- (h) detail how the individual flexibility agreement results in the Employee being better off overall in relation to the Employee's terms and conditions of employment; and
- (i) state the date the agreement commences to operate; and
- (j) be able to be terminated:
 - (i) by either the Employee, or the Employer, giving written notice of not more than 28 days; or
 - (ii) by the Employee and the Employer at any time if they agree, in writing, to the termination.

The Employer must ensure that a copy of any individual flexibility arrangement agreed to under this agreement is given to the Employee within 14 days after it is agreed to;

A copy of any individual flexibility arrangement agreed to under this agreement must be kept as a time and wages record;

No individual flexibility arrangement agreed under this agreement may operate retrospectively;

The Employer will provide an Employee representative with details of any or all individual flexibility arrangements agreed to in accordance with the provisions of this clause if reasonably requested to do so.

A request will be reasonable if the request relates to the Employee representative's role in representing Employees covered by the agreement.

Any information provided in response to such a request must not breach the provisions of the Privacy Act 1988 or the Fair Work Act 2009;

For the avoidance of doubt, except in relation to cl.6(d)(ii), which relates to signing arrangements concerning parents or guardians of Employees who are less than 18, nothing in this agreement requires any individual flexibility arrangement agreed to by the Employer and Employee under this agreement to be approved, or consented to, by another person.

1.5.3 Consultations on major changes in the Business, Rostering and Ordinary Hours of Work

1.5.3.1 When the Employer has made a definite decision to introduce:

- (a) major changes that are likely to entail terminations or have a significant effect on Employees covered by this agreement; or
- (b) changes to regular roosting or ordinary hours of work;

the Employer must genuinely consult affected Employees and any representative of Employees nominated by any affected Employee, as early as possible on, inter alia, the introduction of such changes, the effects they are likely to have and the measures for averting or mitigating the adverse effects of such changes.

1.5.3.2 To enable the Employee representative to participate effectively in the consultations referred to in this clause the Employer must supply them in good time with all relevant information in writing on the changes contemplated and the effects they are likely to have. The Employer must consider all requests for information and must only refuse where legally required to refuse or the information is confidential or commercially sensitive. Information may be provided to the Employee representatives on a confidential basis where appropriate.

1.5.3.3 The Employer must also when complying with this clause invite affected Employees and the Employee representative/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and give prompt and genuine consideration to the views of Employees and the Employee representative/s about the impact of the change and Employee or Employee representative/s suggested ways to mitigate the adverse effects of the change. This must be completed before any definite decision.

1.5.3.4 The Employer must act in good faith in relation to the consultation process provided in this clause and give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

1.5.3.5 In this clause:

'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals, respond to proposals, provide reasons, and to refrain from capricious or unfair conduct that undermines consultation.

'a major change is likely to have a significant effect on Employees' if it results in:

- (a) The termination of employment of Employees; or
- (b) 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; or

- (h) Changes to the legal or operational structure of the Employer or business; or
- (i) The introduction or variation of any policy or procedure relating to: drug and alcohol testing, or privacy and electronic surveillance of any kind in the workplace.

1.5.3.6 The requirement to consult regarding contemplated changes to regular rostering or ordinary hours of work is in addition to the requirements to reach agreement with Employees contained elsewhere in the Award or this Agreement.

Measures to avert or minimise termination and adverse effects

1.5.3.7 The measures which must be considered with a view to averting or minimising terminations or adverse effects on employment for reasons of an economic, technological, structural or similar nature must include, inter alia, restriction of hiring, spreading the workforce reduction over a certain period of time to permit natural reduction of the workforce, internal transfers, training and retraining, voluntary early retirement with appropriate income protection, restriction of overtime and reduction of normal hours of work, as well as any other measure proposed by Employees, or Employee representatives.

Criteria for selection for termination

1.5.3.9 The selection by the Employer of Employees whose employment is to be terminated for reasons of an economic, technological, structural or similar nature must be made according to criteria, established wherever possible in advance, which give due weight both to the interests of the undertaking, establishment or service and to the interests of the Employees.

1.5.3.10 These criteria will be determined by the Employer by reference to the relevant positions' KPIs with a heavy focus on work quality and safety, with additional criteria to be determined by the anticipated future needs of the business.

Change to regular roster or ordinary hours of work

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

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

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

1.5.3.13 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.

1.5.3.14 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).

1.5.3.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

1.5.3.16 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

In this term "**relevant Employees** " means the Employees who may be affected by a change referred to in subclause (1).

1.5.3.17 Disputes

For the avoidance of doubt, a dispute over the application of this clause is to be resolved in accordance with the dispute settling procedure set out in clause 2.1 of this agreement.

1.6 Definitions

In order to ensure clarity in the intent of this Agreement, a list of definitions for terms utilised in this Agreement is set out below:

All Purpose Allowance – means an allowance that is included in the Employee's wage rate for the calculation of all entitlements, such as Overtime, Sick Leave, Annual Leave, Long Service Leave and Superannuation.

The Act – means the Fair Work Act 2009.

CIRT – means the Contracting Industry Redundancy Trust Queensland.

Consultation – means the timely exchange of relevant information and ideas in such a manner that the Employees have a real and genuine opportunity to influence the outcome.

Emergency work - means work that is performed to minimise the risk of human life being put in danger if that work is not carried out expeditiously.

The Employer – means ETS Infrastructure Management Pty Ltd T/as ETS Vegetation Management (ABN: 38 070 013 884)

Employee's Depot or Nominated Place of Employment - means the defined place of business(s) of the Employer in the State of Queensland and will be the place where the Employees were originally employed.

FWC – means Fair Work Commission

Grievance – means a cause of distress (as an unsatisfactory working condition) felt to afford reason for complaint or resistance.

Home Base – means the Employee's depot or nominated place of employment. .

Inclement Weather means the existence of continuous rain or abnormal climatic conditions, (whether by cyclone, hail, cold, high wind, severe dust, fire that impacts working conditions, extreme high temperature or rain affected work site) as a consequence of which it is either unsafe and/or unreasonable for Employees to continue to continue working whilst exposed to that weather.

Local Depot – A legally registered place of business, of the Employer, in accordance with the relevant legislation.

Local engaged Employee – means Employees that reside in permanent residence within 90km of a nominated work site.

Mutual Agreement – means an agreement, which has been arrived at between directly affected Employees and relevant management without duress being applied to either party.

Q-Leave – means the Queensland Portable Long Service Leave Board.

Short Term Shift Arrangement - means a shift covering any duration of a minimum of 5 days up to a maximum of 8 weeks Monday to Friday only (unless project specific requirement).

Status quo - means the circumstances that existed immediately prior to the matter, or proposed change, giving rise to the dispute.

The Union – means The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Energy and Services Division, Queensland and Northern Territory Divisional Branch (the ETU).

1.7 Objectives of the agreement

This Agreement has been negotiated by the Employer and the Employees to consolidate and provide equitable conditions of employment for all of the Employer's Employees, to support the ongoing changes needed to ensure the Employer is able to operate efficiently and to ensure that consultation occurs in relation to all proposed changes that may impact on the conditions of employment of the Employer's Employees covered by this Agreement.

To achieve open and harmonious working relations, and to ensure that all Employees covered by this agreement receive a 'fair go', the Employer and the Employees agree to the following key principles and values:

- Provide a work environment that supports the Employer's vision and mission statements.
- The Employer and the Employees recognise the need to ensure that all dealings in relation to employment conditions are addressed in a way that compliments the Employer's values as summarised below:
 - Safety and the Environment;
 - Teamwork; demonstrated by commitment, cooperation and trust;
 - Leadership; demonstrated by shared vision, clear objectives and high standards;
 - Encouragement; demonstrated by responsibility, initiative and innovation;
 - Achievement; and
 - Demonstrated by recognition and acknowledging success.
- The role of Employee representatives is recognised, as set out in clause 7.4.4 of this agreement.
- Commit to the consultative arrangements outlined in this Agreement thereby ensuring the timely exchange of relevant information and ideas in such a manner that the Employees have the actual and genuine opportunity to influence the outcome.
- Adhere to the Dispute Resolution Procedure and ensure true attempts are made to resolve any issue or grievance at a local level prior to escalation in accordance with the procedure.

1.8 Displaying this agreement

A copy of this Agreement will be exhibited in a conspicuous and convenient place in each workplace so that it can be easily read by all Employees.

Hard copies of this Agreement will be available in each workplace.

1.9 Severance Clause

It is the intention of those covered by the agreement that the agreement only contains matters that are permitted under the Fair Work Act 2009. It is also the intention of those covered by the agreement that the agreement contains no matters that are unlawful.

Notwithstanding any other provision, any term of this agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this agreement and of no legal effect.

Notwithstanding any other provision, any term of this agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this agreement and of no legal effect.

To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

1.10 How the Agreement will operate

The Employer will commence negotiating for a replacement agreement between 3 and 4 months before the nominal expiry date of this agreement in accordance with the Fair Work Act 2009.

The Employer will negotiate in good faith with the Employees covered by this agreement and their bargaining representatives at the time negotiations are due to commence.

PART 2 TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Dispute Settling Procedure

2.1.1 If a dispute arises about any matter under this agreement, the NES or in relation to any other employment matter, including a dispute about whether a workplace right has been breached, the relevant parties to the dispute will attempt to resolve the dispute at the workplace level. Where such discussions do not resolve the dispute the relevant parties will attempt to resolve the dispute by further discussions with more senior levels of management.

2.1.2 Internal Resolution Process – workplace level

Step 1

The matter in dispute will be discussed and every effort will be made to resolve the dispute at the workplace level between the Employee's concerned, or through their representative if one is appointed, and the Employee's Supervisor or other relevant decision maker;

Step 2

If the matter remains unresolved after Step 1, the matter shall then be examined by the officer appointed by the Employer to deal with industrial matters, who will attempt to help the parties at the workplace to resolve the matter;

Step 3

If the matter remains unresolved after Step 2, the Employee or the Employer may refer the matter to the nominated Manager and/or the nominated Manager's Representative where the issue in dispute will be discussed and every effort will be made to find a solution. If the matter remains unresolved, the parties will ensure that the matter is recorded in writing.

2.1.3 A party to the dispute may refer the dispute to the Fair Work Commission (FWC) in an effort to resolve the dispute where:

- (a) The dispute cannot be resolved at the workplace level; or
- (b) The dispute is not being progressed in a timely manner; or
- (c) There are aspects in relation to the dispute that require the dispute to be dealt with urgently.

2.1.4 FWC may deal with the dispute using all the procedures available to it under the Act including:

- (a) Conciliation; or
- (b) Mediation; or,
- (c) where the parties to the dispute agree, by the issuing of a recommendation; or
- (d) the expression of an opinion.

2.1.5 If, after following the above procedure the matter remains unresolved, the FWC may settle the dispute by arbitration. During arbitration and/or the appeal process either party may seek leave from FWC in accordance with the provisions of the Act, to be legally represented.

2.1.6 The status quo that existed immediately prior to the matter giving rise to the dispute will remain and work will continue as it was prior to the dispute.

2.1.7 An Employee may choose to be represented in any such discussions in accordance with the terms of this clause.

2.1.8 A dispute commenced under the ETS Infrastructure Management Pty Ltd T/as ETS Vegetation Management Electrical Supply Industry Queensland Enterprise Agreement 2021-2024, ("the Previous Agreement") but not concluded at the time at which this Agreement commences, shall

continue to be dealt with in accordance with the relevant provisions that apply under the Previous Agreement.

- 2.1.9 Any dispute which arose under the Previous Agreement, whether formally notified before or after the commencement of this Agreement, shall be resolved under the dispute settling procedure of the Previous Agreement.
- 2.1.10 For the purposes of this sub-clause the relevant provisions of the Previous Agreement are deemed to be provisions of this Agreement.
- 2.1.11 This subclause applies to disputes only just commenced, to those which are part heard, to those where there is a decision reserved, and to any appeals relating to an earlier dispute.

2.2 Apprentices

2.2.1 Junior Apprentices

A junior apprentice will receive the rate prescribed for the relevant level of the Apprenticeship in schedule 2 of the Agreement.

2.2.2 Adult Apprentices

Where an adult person becomes an apprentice and they were not employed by the Employer immediately prior to becoming an apprentice, they will receive at least the Queensland Minimum Adult Wage (as varied from time to time) or the rate prescribed for the relevant level of the Apprenticeship in schedule 2 of the Agreement, whichever is the greater.

Where an adult person was employed by the Employer immediately prior to becoming an adult apprentice with the Employer they will be entitled to maintain their current rate of pay immediately prior to becoming an apprentice as varied by this Agreement or the rate of pay applicable to such adult apprentices for the relevant level of the Apprenticeship in schedule 2 of the Agreement, whichever is the greater.

2.2.3 Apprentices

The Employer will also consider retaining apprentices on completion of their apprenticeship. Any retention will be subject to economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual apprentice. Any offers of continuing employment will be at the discretion of the Employer.

When an existing Employee becomes an apprentice with the Employer they will be entitled to maintain the rate of pay they received immediately prior to becoming an apprentice or the rate prescribed for the relevant level of the apprenticeship, whichever is the greater.

The Employer commits to ensuring that apprentices receive appropriate on the job training and supervision by experienced tradespeople and, subject to this term, to maximise apprentice numbers. The Employer will endeavour to maintain a ratio of one apprentice to eight trades people, excluding live line engaged under the enterprise agreement. The maintenance of this ratio will be subject to the Employer's ability to provide safe and adequate supervision of apprentices and of the commercial viability of maintaining such a ratio.

2.2.4 Apprentices Working Outside of the Company

Electrical apprentices, from time to time, will have to work with companies other than the Employer in order to acquire the skills necessary to achieve an Electrical Fitter/Mechanic licence.

During this period away from the Employer, the apprentice will be subjected to varying work conditions, due to the many industrial instruments that are prevalent across the electrical industry.

The Employer's preference is to ensure that its apprentices are only placed with companies that can provide a training environment to achieve a successful outcome. Where the apprentice works with a company whose industrial instrument provides lesser conditions, the apprentice will receive no less than the same remuneration/working conditions as he/she would have received whilst working directly with the Employer.

2.3 Access to computers

The Employer commits themselves to providing Employees with the most up to date and relevant information.

The best means to achieve this will include the distribution of material via e-mail and providing access for Employees to company computers in the workplace where practical. This will include e-mail access for receipt and forwarding of correspondence, subject to such reasonable restrictions as the Employer may apply.

2.4 Categories of employment

Employees covered by this Agreement will be advised in writing of their employment category upon appointment. Employment categories are:

- full-time;
- casual (as prescribed in clause 2.4.1); and
- part-time (as prescribed in clause 2.4.2)

2.4.1 Casual employment

A casual Employee is one engaged as such. A casual Employee will be paid per hour corresponding to the respective classification for which they are employed, plus 25%, with a minimum payment of 3 hours.

For the purposes of calculating overtime, the ordinary time rate is inclusive of the casual loading.

Notwithstanding any casual conversation obligations set out in the Act, if the Employer wishes to retain a casual Employee for a period longer than six weeks duration, the Employee must be offered permanent employment.

2.4.2 Part-time employment

2.4.2.1 A part-time Employee is an Employee who:

- is employed for more than 10 but less than 36 ordinary hours per week; and
- has reasonably predictable hours of work; and
- receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered by this Agreement.

2.4.2.2 At the time of engagement, the Employer and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

2.4.2.3 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time Employees.

2.4.2.4 The agreed number of ordinary hours per week will not be varied without the consent of the Employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

- 2.4.2.5 An Employer is required to roster a part-time Employee for a minimum of 4 consecutive hours on any day.
- 2.4.2.6 All time worked outside the spread of ordinary working hours will attract overtime, paid for at the prescribed overtime rates specified in this Agreement.
- 2.4.2.7 A part-time Employee must be paid per hour corresponding to the respective classification for which they are employed.
- 2.4.2.8 Where a public holiday falls on a day upon which a part-time Employee is normally employed and the Employee is not required to work, that Employee will be paid for the hours which would normally have been worked on that day. If required to work on that day, the Employee will be paid for the time worked at the appropriate penalty rate.
- 2.4.2.9 Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, or vice versa. If such an Employee transfers from part-time to full time, or vice versa, all accrued award and legislative entitlements will be maintained.
- 2.4.2.10 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 2.4.1.
- 2.4.2.11 A part-time Employee will be entitled to annual leave, and sick leave (and, where relevant, family leave). Such entitlements will be calculated proportionate to the average number of ordinary hours worked each week.
- 2.4.2.12 Subject to the principal Bereavement Leave provisions of this Agreement, when a part-time Employee would normally work on either or both of the 2 working days following the death of a person who belongs to a class of person specified therein, the Employee will be entitled to be absent on bereavement leave on either or both of those 2 working days without loss of pay for the day or days concerned.
- 2.4.2.13 A part-time Employee will be entitled to the full provisions prescribed for permanent Employees under clause 2.7 (Termination of Employment) and clause 2.8 (Redundancy).
- 2.4.2.14 All other provisions of the Agreement (other than those specified in this clause) relevant to full-time Employees will apply to part-time Employees.

2.4.3 Fixed Term / Specified Task Employment

The Employer may appoint Fixed Term or Specified Task Employees in circumstances where the appointment is for a nominal period up to twelve (12) calendar months in order to supplement its existing permanent workforce for project specific activities only. This provision will not apply to those Employees engaged on a permanent basis on date of lodgement of this Agreement.

Under this category of employment the following arrangements will apply:

- a. **Fixed-term.** Under a fixed-term engagement an Employee may be engaged as full-time, casual or part-time Employees for a fixed period of time. Under this arrangement the letter of offer to the Employee must clearly specify the category of employment as well as the start and finish date of the engagement. At the conclusion of the fixed-term the employment arrangement will cease; and
- b. **Specified-task.** Under a specified-task engagement an Employee may be engaged as full-time, casual or part-time Employees for a period in which there is a clearly identified specified task to be completed. Under this arrangement the letter of offer to the Employee must clearly specify the category of employment as well as the specified task for which the Employee will be engaged.

Fixed term or specified task employment arrangements are not to be used where the fixed term/specified task Employee has been previously engaged on a fixed term in the past twelve (12) months.

For clarity, fixed term or specified task Employees are entitled to notice of termination and redundancy/severance and all other entitlements of permanent ongoing Employees.

2.5 Job Security

2.5.1 The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this agreement. Where the Employer makes a definite decision that it intends to engage contractors or labour hire companies to perform work when carrying out core work activities the Employer will consult with the Employees and their representatives, in accordance with this clause. Consultation will occur prior to the engagement of contractors or labour hire employees.

2.5.2 Core work activities mean:

(a) Generation activities which means operation, construction and routine maintenance work (other than major overhauls) currently performed by employees on the following power station plant, directly associated with the generation of electricity:

- (i) Boilers;
- (ii) Turbo Generations;
- (iii) Renewable Energy and associated technology (for example – Stand-Alone Power Systems and Batteries connected to the Energy Queensland network);
- (iv) Unit Auxiliary Plant and emerging technology connected to the Energy Queensland network; and
- (v) Chemical Plant.

(b) Transmission activities which means work which is directly associated with the operation, construction and routine maintenance work (other than major overhauls) of substation plant, control systems and associated in house communications and electronics, lines and cables and trimming and removal of trees within minimum approach distances to energised conductors currently performed by employees.

(c) Distribution activities which means work which is directly associated with the operation, construction and routine maintenance (other than major overhauls) of substation plant, overhead mains, underground cabling and jointing, pole inspection and street lighting, customer emergency services (eg loss of supply, voltage complaints), telecommunications work (on the Energy Queensland network) and trimming and removal of trees within minimum approach distances to energised conductors currently performed by employees.

The definition of core work does not apply to work that is ancillary to the contract or work of a specialist nature.

2.5.3 In the normal course, it is expected that consultation will occur with a minimum of 14 days prior to the proposed commencement of the work by the contracts/labour hire Employees. If for any reason this does not occur, or if the Employer has less than 14 days' notice to commence the work, consultation will occur as soon as reasonably practicable. For the purpose of the consultation, the Employer must inform their representatives of:

- (a) the name of the proposed contractor(s) / labour hire company;
- (b) the type of work proposed to be given to the contractor(s) / labour hire company;
- (c) the number of persons and qualifications of the persons the proposed contractor(s) / labour hire company may engage to perform the work; and
- (d) the likely duration.

2.5.4 Without limiting the Employer's consultation obligations, the Employer will also consult over the following issues:

- (a) safety; and
- (b) inductions and facilities for contractor and labour hire Employees.

- 2.5.5 In the event of a dispute about whether consultation has occurred under this clause, the Employee or the Union may refer the matter to the Disputes Procedure.
- 2.5.6 The Employer must ensure that employees of contractors (including labour hire companies) that are engaged to do work that would be covered by this Agreement if it was performed by the Employees, receive wages and, separately, conditions that are no less favourable than that provided for in this Agreement. To avoid all doubt, in this clause 'wages and conditions' includes all monetary and non-monetary entitlements and includes the provisions of this Agreement as to income protection, maximum ordinary hours of work and redundancy payments. For clarity, entitlements that do not involve the payment of money directly to an employee cannot be aggregated and must be applied in full, including income protection, maximum ordinary hours of work and redundancy payments.
- 2.5.7 In order to give effect to the obligation in clause 2.5.5, from approval of the Agreement, where the company engages contractors (including labour hire companies), any new contract with them must recite and give effect to the obligation in clause 2.5.5. That is, the contract must require the contractor, where employees of contractors are engaged to do work that would be covered by this Agreement if it was performed by the Employees, to apply wages and, separately, conditions that are no less favourable than that provided for in this Agreement. .
- 2.5.8 No Employee will be made redundant whilst labour hire Employees, contractors and/or Employees of contractors, engaged by the Employer, are performing work that is or has been performed by the Employees on the particular site or project. This clause does not apply in respect of specialist contractors. A specialist contractor is a contractor that does work other than in classifications covered by the agreement, including but not limited to traffic control management.
- 2.5.9 This clause does not apply in respect of specialist contractors engaged by the Employer where the provisions of sub clause 2.5.1 are met. However, this exclusion will not be effective if the specialist contractor further sub-contracts any portions of the works for which it has been contracted by the Employer, unless otherwise agreed by the Employer and the Union.
- 2.5.10 The use of pyramid or sham sub-contracting arrangements is a breach of this agreement.

2.6 Use of own vehicle for training

Where an Employee, including apprentices, are required to use their own vehicle for attending training sessions, they will be entitled to be reimbursed on a per kilometre basis for excess travel (as defined) in accordance with the Australian Taxation Office guidelines.

Use of personal vehicles for business related purposes must be approved by management.

2.7 Termination of employment

2.7.1 Statement of employment

An Employer will, in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

2.7.2 Termination by Employer

2.7.2.1 An Employer may dismiss an Employee only if the Employee has been given the following notice:

Period of Continuous Service	Period of Notice
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

2.7.2.2 In addition to the notice in 2.7.2.1, Employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer will be entitled to an additional week's notice.

2.7.2.3 Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

2.7.2.4 In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the Employee; and
- (ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the Employee's employment contract.

2.7.2.5 The period of notice in this clause will not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or tasks.

2.7.3 Notice of termination by Employee

The notice of termination required to be given by an Employee will be the same as that required of an Employer, save and except that there will be no additional notice based on the age of the Employee concerned.

2.7.4 Time off during notice period

During the period of notice of termination given by the Employer, an Employee will be allowed up to one day's time off (for each week of notice) without loss of pay for the purpose of seeking other employment. This time off will be taken at times that are convenient to the Employee after consultation with the Employer. The Employee, at the request of the Employer, may be required to produce proof of attendance at an interview or the Employee will not receive payment for the time absent.

2.8 Redundancy

2.8.1 Objectives

The objectives of this provision are to:

- Provide sufficient flexibility to effectively address workforce issues arising from the rationalisation of operations and services from time to time with the Employer, the changing nature of work and/or the rapidly changing environment within which the Employer operates.
- Give preference to redeployment and voluntary retrenchment where appropriate.
- Pay monetary compensation to Employees for whom suitable alternative employment cannot be found and whose employment is to be terminated, in accordance with CIRT provisions obtained within clause 2.8.12.

2.8.2 Consultation before terminations

- 2.8.2.1 Where an Employer decides that the Employer no longer wishes the job the Employee has been doing to be done by anyone, that decision may lead to termination of employment, the Employer will consult the Employee directly affected and where relevant, their representatives.
- 2.8.2.2 The consultation will take place as soon as it is practicable after the Employer has made a decision, which will invoke the provisions of clause 2.8.2.1 and will cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned. Consultation will include any relevant Employee Representatives and/or Union.
- 2.8.2.3 For the purpose of the consultation the Employer will, as soon as practicable, provide in writing to the Employees concerned and, where relevant, their representatives, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out; provided that any Employer will not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.
- 2.8.2.4 The Employer will call for voluntary redundancies before giving effect to any forcible redundancies. With consideration of the Company's requirement to maintain a balance of skills and experience, the Employer will not be compelled to accept an employee's expression of interest for a voluntary redundancy.
- 2.8.2.5 In considering redundancy, the company will also examine redeployment options for the impacted Employee. If redeployment is applicable, any changes are to be made in accordance with clause 1.5 of this Agreement.

2.8.3 Transfer to lower paid duties

- 2.8.3.1 Where an Employer offers the Employee an alternative role which is lower paid, and the Employee (noting that the Employee may refuse if the offer is not suitable), the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated under clause 2.7.
- 2.8.3.2 The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.
- 2.8.3.3 The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the Employee; and
 - (ii) the amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the Employee's employment contract.

2.8.4 Time off during notice period

- 2.8.4.1 Where a decision has been made to terminate an Employee in the circumstances outlined in clause 2.8.1, the Employee will 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. This time will be taken at times that are convenient to the Employee after consultation with the Employer.

2.8.5 Separation Certificate

Where a decision has been made to terminate Employees in the circumstances outlined in clause 2.8.1, the Employer will issue the Employee with a separation certificate giving all relevant information about the employment history of the individual including start and finish dates of employment.

The Employer will provide to the Employee a separation certificate as soon as possible after termination but by no later than four (4) working days after the termination date.

2.8.6 Severance pay

2.8.6.1 In addition to the period of notice prescribed for ordinary termination in clause 2.7.2.1, and subject to further order of the Commission, an Employee whose employment is terminated in accordance with clause 2.8.2.1, will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years but not more than 10 years	16
More than 10 years but not more than 11 years	12
More than 11 years but not more than 12 years	12
More than 12 years	14

2.8.6.2 'Week's Pay' means the ordinary time rate of pay for the Employee concerned; provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

2.8.6.3 The Employer will provide a separation certificate to the Employee as soon as possible after termination, but by no later than four (4) working days after the date of termination.

2.8.8 Employee leaving during notice

An Employee whose employment is terminated for reasons set out in clause 2.8.2.1 may terminate such employment during the period of notice, and, if so, will be entitled to the same benefits and payments under this clause had such Employee remained with the Employer until the expiry of such notice; provided that in such circumstances the Employee will not be entitled to payment in lieu of notice.

2.8.10 Employees exempted

Clause 2.8 will not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the Employee; or
- (b) to casual Employees.

2.8.12 Redundancy / Training

Definitions:

For the purposes of this clause:

"**Authorised leave**" shall include periods away from work on:

- (i) Annual leave;
- (ii) Paid sick leave;
- (iii) Family leave;
- (iv) Bereavement leave;
- (v) Public holidays;
- (vi) Long service leave;
- (i) Employer Paid Parental leave;
- (viii) Income protection;
- (ix) Rostered days off;
- (x) WorkCover;
- (xi) Any leave which is paid for by the Employer;
- (xii) Any leave pursuant to this Agreement, other than unpaid leave as provided in clause 6.10; and
- (xiii) Any leave pursuant to the *National Employment Standard*, as set out in the Act, but shall not include any periods of continuous unpaid leave (and so that there can be no doubt continuous unpaid leave is a form of leave which does not fall into one of the categories set out as (i) to (xiii)) greater than 20 days leave taken at one time.

"CIRT" means the Contracting Industry Redundancy Trust (Queensland);

"Date of Lodgement" means the date of lodgement of this Agreement.

"Eligible service" in this Agreement means employment on a work site with the Company to which this Agreement applies.

"Pay period" means the period of not more than 14 days over which an Employee's entitlement to remuneration is accrued.

"Redundancy" for the purposes of this clause means where the Company no longer requires the work which the Employee has been performing to be performed by anyone and this leads to termination of employment, but redundancy does not include:

- (i) termination by the Employee by voluntary resignation, retirement, death or permanent disability or abandonment; or
- (ii) termination by the Company for disciplinary reasons.

"The fund" means a central fund established to which the Company will make contributions as provided by in this Agreement. It is specifically agreed between the Company and the Employees that there will be no action taken to contrive redundancy where situations of genuine redundancy do not exist.

2.8.12.1 Redundancy Payments

The Employer shall offset an individual's redundancy entitlements in whole or in part by payments into CIRT (Qld) Pty Ltd Redundancy Trust Fund. Where this offset facility is used the following rules will apply:

The company will remit \$145 per week on a fixed basis for the term of the Agreement for the purpose of training & redundancy, subject to the provisions & definitions of this clause.

2.8.12.2 *Entitlement to CIRT*

Employees engaged on work as defined in this Agreement are entitled to the CIRT provisions in the nominated amounts stated within. The redundancy CIRT scheme does not apply to apprentices. Leave of absence without pay does not accumulate payments to CIRT.

2.8.12.3 *Terminations*

The Company will provide a separation certificate to Employees with their termination payment. The Company agrees to accurately and expediently complete a certificate of employment in writing to certify to the length of their employment and forward a copy to CIRT to allow the prompt processing of redundancy payments if appropriate as well as to compile a data base, access to which information will be only available to the Trustee.

2.8.12.4 *Contributions*

As from the date of Operation, when an Employee is terminated by the Company on account of bona fide redundancy (as defined) the Company will pay a lump sum that covers the Employers obligation in regard to Termination Change and Redundancy provisions less any credits available in the Employees' account in CIRT.

Where the obligation is totally covered by the credits available in the Employee's account in CIRT, the Company will certify the details on the Employees' certificate of employment, which will enable the Employee to claim from the Fund.

2.8.12.5 *CIRT Payments*

All Employees, inclusive of casuals but excluding apprentices, are on and from the date of lodgement entitled to have payments made to CIRT ("the CIRT payment") by the Company on their behalf.

The entitlement to the CIRT payment for a pay period will arise when the Employee has worked 19 hours or more during a pay period provided that all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

In circumstances where an Employee's entitlement to the CIRT payment arises whilst the Employee is on authorised leave then the CIRT payment will be made in the same quantum as the CIRT payment paid by the Company in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.

An Employee will be deemed to have performed work provided for in relation to a relevant Division for the whole of the pay period if the Employee has worked for 19 hours or more in that pay period in work which is provided for in that Division.

The Company will at the time of termination:

- (i) provide a separation certificate to the Employee with the Employee's termination payment;
- (ii) ensure all contributions owing to CIRT in relation to the Employee are paid up to date; and
- (iii) complete a certificate of employment on the form provided by CIRT to certify the length of the Employee's employment with the Company and to forthwith forward that certificate to CIRT.

When an Employee's employment is terminated by the Company on account of redundancy the Company will pay to the Employee a lump sum that equals the amount the Company is obliged to pay pursuant to the relevant industrial instrument in regard to redundancy less any credits in the Employee's account in CIRT, provided that if the Company's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in CIRT, then the Company will not be liable for any further payments in relation to redundancy pursuant to this Clause.

All CIRT payments will be paid to CIRT on or before the 15th of each month.

The CIRT payment will be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

2.8.12.6 *Training Payment*

The Company will make payments to Jetco Inc for the purposes of training within the Queensland Electrical Contracting Industry ("the training contribution").

The training contribution will be a total amount being the sum of \$15.00 per week per Employee inclusive of casuals but excluding apprentices, employed by the Company who have worked 19 hours or more in the pay period concerned.

For the purposes of (b) all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

The training contribution is part of, and not in addition to, the payments provided for in the wage and other remuneration clause of a Division under the heading "Redundancy/Training".

The training contribution is to be made to Jetco Inc on or before the 15th of each month.

The training contribution will be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

No Employee will, pursuant to this clause, be entitled to receive any payment from the Company directly or indirectly, provided that Employees will be entitled, subject to Jetco Inc's agreement, to recover from Jetco Inc reimbursement of approved training costs.

In respect to claims being made by the Company from Jetco Inc:

- i. An Employee must be engaged for a minimum of two months before the Company can make a claim relating to training completed by an Employee;
- ii. The Company may make a claim from Jetco in respect to any relevant training completed by the Employee;
- iii. The Company may claim 50% of the cost of a unit of training completed by an Employee, providing that the amount claimed by the company does not exceed the annual maximum per Employee prescribed by Jetco Inc;

2.8.12.7 *Payment Administration*

The Company will, for administrative purposes only, remit the CIRT payment to CIRT (Qld) Pty Ltd and the training payments to Jetco Inc, respectively referred to in Clause 2.8.12.6 as one sum of money, and the receipt of CIRT(Qld) Pty Ltd will be a sufficient receipt for determining compliance pursuant to Clause 2.8.12.

2.9 Contract of employment

2.9.1 An Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence, and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.

2.9.2 An Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained and competent in the use of such tools and equipment where relevant.

2.9.3 Any direction issued by an Employer pursuant to clauses 2.9.1 and 2.9.2 will be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

2.10 Starting and finishing times

All Employees will be at their designated workplace ready to commence work and finish work at correct times. For the purpose of this agreement 'designated workplace' means depot.

Any agreed walking and hand washing up time will be strictly adhered to by Employees. Such agreements will keep effective time lost to an absolute minimum.

2.11 Probationary period

The Employer will maintain a minimum three (3) month probationary period for all new Employees.

2.12 Inclement Weather

Definition

"Inclement Weather" means the existence of continuous rain or abnormal climatic conditions, (whether by heat, cyclone, hail, high wind, severe dust, fire that impacts working conditions or rain affected work site) as a consequence of which it is either unsafe and/or unreasonable for Employees to continue working whilst exposed to that weather.

- 2.12.1 In the event of inclement weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently. Appropriate inclement weather gear will be worn by Employees where supplied by the company.
- 2.12.2 Employees will be required to contact their supervisor to advise of adverse conditions. Should the supervisor instruct Employees to remain on site, the maximum time Employees can remain sitting in a vehicle is three (3) hours.
- 2.12.3 When required Employees can be asked to perform emergency and safety work. They may also be requested to work on unexpected breakdowns, which can be corrected in a limited time.
- 2.12.4 If a halt to designated productive work occurs due to inclement weather, the parties agree that Employees may be relocated to other unaffected sites.
- 2.12.5 Where the above steps are not possible, affected Employees may be required to attend tool box meetings, work planning sessions or skills development activities, all of which will count as productive time for payment purposes.
- 2.12.6 In accordance with clause 1.5 of this Agreement, Employees attending work where it becomes apparent that no work may be carried out for the remainder of the day due to inclement weather, the Employer may require Employees involved to take a "half RDO." Employees will be paid a normal days pay for this day. When two "half RDO's" have been taken in this manner Employees will work the next scheduled RDO as a normal work day. This clause is only to be utilised on three (3) occasions during any one calendar year.
- 2.12.7 For all work inside the Queensland Electrical Supply Industry, if clause 2.12.6 is no longer applicable and there is no other productive work, training or skill development activities the impacted Employees will be sent home on full pay for the remainder of the day. As such Employees in these circumstances will receive eight (8) hours pay at ordinary rates as a minimum.
- 2.12.8 For all work conducted outside the Queensland Electrical Supply Industry, clause 2.12.6 will not be applicable and Employee will only be entitled to payment by the company for ordinary time lost through inclement weather for up to 12 hours in any calendar month. These hours will not be cumulative beyond each calendar month.

2.13 Work in the rain

- 2.13.1 The Company will supply suitable waterproof clothing, where practicable, to Employees who are required to work in the rain.
- 2.13.2 Regardless of the foregoing, where in the performance of such work, an Employee whose clothes become wet from rain will be paid double rates for all work so performed and such payment will continue until the Employee is able to change into dry clothing or until work ceases, whichever is the earlier. Where the Employee has to have their lunch in substantially wet clothing, then they will be paid double time for such lunch period.
- 2.13.3 Where a call-out involves work in the rain and where such call-out entitles an Employee only to the minimum payment prescribed by this Agreement, the penalty for work in the rain will be paid in addition to such minimum payment.

*N.B. It is the Employee's responsibility to seek approval from local the manager/supervisor before working in rain.

2.14 TEMPORARY FOREIGN LABOUR

- 2.14.1 In this clause the term "temporary foreign labour" means a person that is not an Australian citizen or Australian permanent resident (within the meaning of the Migration Act 1958 (Cth) who is employed or engaged to undertake building work by the Employer.
- 2.14.2 The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Agreement. The parties wish to limit the circumstances in which temporary foreign labour can be engaged so as to ensure the job security of the Employees covered by this Agreement.
- 2.14.3 The Employer will not engage temporary foreign labour unless:
- (a) the position is first advertised in Australia; and
 - (b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position; and
 - (c) any skills or experience requirements set out in the advertising were appropriate to the position; and
 - (d) the Employer demonstrates that no Australian citizen or Australian permanent resident who have applied is suitable for the job.
- 2.14.4 Where the Employer intends to engage temporary foreign labour in accordance with this Agreement, they will firstly consult with their Employees, and their representative/s, to demonstrate compliance with the steps set out in clause 12.14.3(a) to (d), and,
- 2.14.5 Where an Employer is found by the Fair Work Commission to have engaged temporary foreign labour other than in accordance with the requirements of clause 2.14, the position shall, as soon as practicable, be re-advertised and filled by the Employer strictly in accordance with this clause.

PART 3 WAGES, ALLOWANCES AND SUPERANNUATION

3.1 Wages Increases

- 3.1.1 This Agreement provides for guaranteed compounding increases in the pay rates as shown in Schedule 2 as applicable.
- 3.1.2 Annual wage increases will be from the beginning of the first full pay period on or after the 1st of April each year in accordance with Schedule 2.

3.2 Payment of Wages

- 3.2.1 Employee's wages will be paid to the Employee's credit in accounts nominated by the Employee (up to a maximum of two accounts in total), with any bank, credit union, permanent building society or other financial institution each week or fortnight. Any changes to the payment frequency will require consultation in accordance with clause 1.5.3.
- 3.2.2 All pays, except early termination cases, will be transferred up to two nominated bank accounts no later than one hour before close of business on the Thursday following the close of the pay period. In the case of termination, the Employee's pay will be paid on the day following termination.
- 3.2.3 Where an action by the Company has delayed the usual day an Employee's pay is deposited in their financial account/s, the Company will reimburse that Employee any substantiated additional direct charges incurred by that delay (e.g. - A fee for a home loan payment not able to be deducted from an account due to insufficient funds). Any underpayment of wages will be corrected on the next working day.
- 3.2.4 If, through the fault of the company, an Employee is kept waiting for their wages after the normal pay time on the regular pay day, the Employee will be paid at overtime rates for all hours until their pay is available or have agreed arrangements between the Company and the Employee provided that the Employee is not disadvantaged. When, through the fault of the company a payroll issue is identified, the company is to ensure that a manual correction is made prior to close of business on the Friday following the normal pay time providing there is a delegated authority available to authorise the pay amendment. If a delegated authority is not available, then the manual payment is to be made at the next available opportunity. If the Company does not cause the delay there will be no penalty payment made to the Employee.
- 3.2.5 On or before the payday the Company will provide each Employee with their pay slip. This provision will be met if the Company forwards the pay slip by courier or by post/email no later than the date of the payday.
- 3.2.6 Pay slips will include the following information:
- Name of Employee
 - Classification of Employee
 - Period to which the pay relates
 - Ordinary hourly rate
 - Number of hours worked
 - Gross payment
 - Site allowance if applicable
 - Overtime hours
 - Accrued annual leave hours
 - Balance of accrued RDO hours
 - Superannuation Contributions

- Accrued Sick Leave
- Redundancy Contributions
- Income Protection Contributions

If the pay slip is not received by the Employee and the Employee requests the information, the Company will provide the Employee with the information by appropriate means (telephone, fax, etc.) during working hours.

3.2.7 Each Employee is responsible for accurate and timely completion and provision of time sheets and production records.

3.2.8 The Company will provide a separation certificate to Employees with their termination payment.

3.3 Operational Expenses

Where an Employee is specifically directed to provide or maintain any equipment or facilities (or incur direct expenses) as an operational requirement of their position such as land-line phone, computers etc., The Employer will reimburse the costs of all such expenses, installations, continuing maintenance or rental that may be applicable. Any costs of private use of these facilities will be met directly by the Employee involved.

3.4 Working Away From Home

3.4.1 General

The Employer may require Employees to work away from their homes in order to fulfil the varying contracts the Employer has. In all cases, Employees will be given a minimum of one (1) weeks' notice before such work away can commence, notwithstanding this however, shorter notice periods may be mutually agreed between Employees and the Employer.

Employees will not be entitled to claim working away from home provisions unless they are directed or authorised to be away from their normal home-base for periods of one (1) overnight absence or longer.

The Company will on occasion source labour resources that reside local to a project site, that is, a local engaged Employee. In these circumstances the post office of the closest commercially available accommodation will become the designated workplace for the purposes of the employment arrangement and that arrangement will become a fixed term/specified task arrangement for the duration of the specific project. As such, in these circumstances the Working Away From Home provisions of this Agreement will not apply.

If at the conclusion of the project, the company wishes to offer the local resource full-time, permanent employment, the designated workplace will become the relevant Employer depot for the purposes of the employment arrangement. These details will be included in the relevant Employee's appointment letter.

Whilst Employees are required to work away from their home-base there will be reasonable private use of company vehicles to ensure mobility in the varying work locations. Where private use is not possible, Employees will be provided with taxi vouchers for reasonable travel use whilst working away.

Employees who are required to work away from their normal home-base for periods of one (1) overnight absence or longer, will do so in accordance with the terms and conditions as follows:

There are three (3) options available under this provision. Option 3 is the preferred option and Employees (inclusive of Apprentices attending block release) may elect one the following options. Once an option has been selected, it will remain for the period of the project being worked unless otherwise mutually agreed.

- **Option 1.** Employer is to provide all accommodation, meals & OPE.

- **Option 2.** The Employer is to provide accommodation and payment for meal/incidental expenses in accordance with Tax Determination TD 2023/3 (Table 2 – Tier 2 Country Centres), or as amended each tax year.

The Employer is to provide to the Employee the minimum standard of self-contained accommodation where the Employee is required to work away from their normal home-base for periods of three (3) overnight absences or longer.

On the first day of travel, the Employer will provide meals, or where the Employee elects, a payment in respect to meals as required and incidental expenses in accordance with Tax Determination TD 2023/3 (Table 2 – Tier 2 Country Centres), or as amended each tax year.

On the final day where the Employee is travelling back to home base, the Employer will provide payment in respect to meals as required in accordance with the minimum amounts specified in Tax Determination TD 2023/3 (Table 2 – Tier 2 Country Centres), or as amended each tax year.

Option 2 (Isolated and Remote Areas). In isolated and remote areas where commercial accommodation is not readily available and alternative accommodation is provided or arranged, the Employer will provide accommodation and payment in respect to meal allowance and incidental expenses in accordance with Tax Determination TD 2023/31 Table 2 – High Cost Country Centres), or as amended each tax year.

The Employer is to provide to the Employee the minimum standard of self-contained accommodation where the Employee is required to work away from their normal home-base for periods of three (3) overnight absences or longer.

On the first day of travel, the Employer will provide meals, or where the Employee elects, a payment in respect to meals as required and incidental expenses in accordance with Tax Determination TD 2023/3 (Table 2 – High Cost Country Centres), or as amended each tax year.

On the final day where the Employee is travelling back to home base, the Employer will provide payment in respect to meals as required in accordance with the minimum amounts specified in Tax Determination TD 2023/3 (Table 2 – High Cost Country Centres), or as amended each tax year.

With each meal allowance breakdown in mind, an Employee will make a claim with strict regard for the time that they return to the nominated place of employment in accordance with the following guidelines:

- (i) If an Employee returns to their nominated place of employment prior to their normal lunch time, they are entitled to claim the breakfast component only,
- (ii) If an Employee returns to their nominated place of employment after their normal lunch time, they are entitled to claim the breakfast and lunch component only,
- (iii) If an Employee returns to their nominated place of employment one (1) hour after their normal ceasing time, they are entitled to claim the full meal entitlement, and
- (iv) If an Employee is approved to drive from a project site to home base, they will be managed with these rules in mind on a case-by-case basis.

In addition, a daily Supplementary Accommodation Allowance (SAA) may also be paid under the conditions specified in clause 3.4.3 of this Agreement.

- **Option 3.**

At the Employee's discretion, Employees may elect to receive the following payments to cover both accommodation and meals on a nightly basis.

In accordance with the terms and conditions as follows (based on the current Australian Tax Office determination, Table 2, Tier 2 County Centres or as amended each Tax year.)

The above rates will be adjusted in accordance with the relevant taxation determination in July each year. In accordance with the ATO guidelines Employees required to stay in “High” cost country areas the above amounts will be amended in accordance with Table 4 of the ATO Determination. The “High” cost country areas are based on the boundaries of the Local Government Area.

Similarly, Employees required to stay in major cities will be paid in accordance with Table 2 of the ATO Determination.

The above rates may be paid in advance if requested by the Employee. Access to this payment in advance option will only be authorised if the relevant Employees agree to allow the Employer to automatically reclaim any portion of the advance allowance payment out of the Employee’s pay (from the next scheduled pay day) in circumstances where overpayments are made.

3.4.2 Working away from Home roster

- **Working away from home roster.** Ten days on – four days off roster.
 - Employees ordinary hours will be 9 hours each day, within the span of hours.
 - A 30 min unpaid lunch break to be taken in accordance with the terms and conditions of this Agreement.
 - All hours worked on Saturday and Sunday will be paid at the applicable overtime rate.
 - Employees will work a minimum of four (4) hours on Saturday and Sunday.
 - The roster provides for a work/travel day on the first day of the roster and a work/travel day on the tenth day.
 - Employees will be required to work a minimum of four hours on-site on each work/travel day.
 - Travel will be counted as time worked on each work/travel day.
 - Prior to implementation, the roster must have a risk assessment assigned to it in order to ensure that it complies with the Employer’s fatigue management guidelines.
 - These rosters are fortnightly arrangements, which enable Employees to take their RDO in line with the provisions of this Agreement.

Prior to the commencement of the project the following process must be observed:

- the Employer is to propose start and finish times and closest commercially available accommodation for the project. These arrangements will be developed with the specific requirements of the project in mind.
- the Employer is then to consult with the assigned workforce allocated to the project. Such consultation must be completed in accordance with clause 1.5.1 to this Agreement.
- Given the criticality of arriving at an arrangement that can enable a project to continue, this Agreement provides a base-line arrangement that the parties must adopt however an alternative rostering arrangement can be adopted if consultation is followed in accordance with clause 1.5.3 of this Agreement. . This project arrangement is as follows:
 - **Local work roster.** Normal 9-day fortnight in accordance with the terms and conditions of this Agreement.
 - **Closest commercially available accommodation.** The centre that has accommodation facilities available for overnight and/or short/medium/long term rent.

3.4.3 Supplementary Accommodation Allowance (SAA)

Supplementary accommodation allowance as shown in the table below will be paid for each overnight absence. The supplementary allowance will be indexed and adjusted annually by the percentage of the wage adjustments to base salary rates as specified in the salary schedule of this Agreement.

First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
\$27.40	\$28.63	\$29.64	\$30.52

Employees will be entitled to claim SAA under any one of the following circumstances:

1. For all options other than Option 3 where the Employee is required to prepare or supply meals and maintain their accommodation facilities when working in remote or isolated regions where serviced commercial accommodation is not available or provided.
2. For Option 2 where the Employee after 3 consecutive nights cannot be placed into the minimum standard of self-contained accommodation.
3. When Employees are placed in accommodation where the Employer's recommended accommodation standard could not be provided.
4. When Employees are placed into accommodation on a twin share basis for each overnight absence.

Commercial Accommodation means hotel/motel style accommodation.

Non-Commercial Accommodation may include accommodation such as workers barracks, shearer's quarters, non-serviced caravan parks.

Remote or Isolated Regions means high cost rural and remote country areas such as Torres Straits, Far Western Queensland and the Gulf.

3.4.4 Maintenance of Standards

For all options other than option 3, should either party believe that the standard of accommodation/living is being compromised, it will immediately be referred back through the dispute settlement procedure contained in Clause 2.1 of this Agreement. In an instance where this occurs, the status quo will remain until such time as the matter has been resolved.

3.4.5 Taxation Issues

The Employer will meet the costs of any Fringe Benefits Tax (FBT) that is applicable in respect of any allowances described in this clause.

Where Employees elect to take the meal allowances in lieu of having meals provided, the recommended maximum time worked away without return to home is three (3) weeks. Any period longer than three (3) weeks away without returning home may attract the applicable FBT payments in accordance with ATO guidelines for travelling allowances on which meal allowances are based. In addition the Employees may have these working away from home allowances identified in their Group Certificate in terms of Reportable Fringe Benefits measures.

3.4.6 Period Away From Home

Employees will not normally be required to work away from home for more than ten (10) days without returning home. In consultation and agreement with the Union, the Employees and Employer may mutually agree to longer periods, in accordance with the provisions set out in clause 1.5 of this Agreement.

The Employer's Employees when working away from home for continuous periods exceeding one week, may return to their home base on weekends prior to completion of the scheduled work. Any such arrangements will be by mutual agreement between the Employees and relevant supervisor and any travel will be in the Employee's own time and cost.

3.4.7 Accommodation

The preferred standard of suitable accommodation is a well maintained, air-conditioned single motel style room with radio/television and ensuite bath/shower and toilet facilities with access to a refrigerator for the storage of Employee's food and beverages.

In order to assist Employees with sourcing accommodation, the Employer will provide relevant Employees with a list of accommodation choices prior to the commencement of work in a new location.

Employees when selecting accommodation must choose the closest available suitable accommodation, where reasonably practicable.

3.4.8 Mining and Construction Camp Allowance

Where Employees are required to be accommodated in mining and construction camps, they will be paid an allowance equivalent of the daily meal allowances in clause 3.4.1. This does not include natural disaster arrangements.

3.4.9 Meals

Where the Employer provides meals, they will be of a suitable choice, quality and quantity to meet the varying tastes and nutritional needs of Employees. Meal allowances may be paid to Employees in advance of travel, by submitting a timesheet prior to close of the pay period (prior to travel) to allow for normal processing of this allowance payment by Payroll Services.

3.4.10 Telephone

For option 1 and 2 reasonable telephone expenses, or reasonable use of company phones will apply but may be restricted to off-peak call times to minimise costs.

If an Employee elects Option 3, this option covers all telephone expenses.

3.4.11 Laundry

Under the prescribed circumstances below, Employees required to work away for continuous periods greater than three (3) days without return travel home, laundry services will be arranged. This will apply for working away from home Options 1 and 2 but will not apply for those Employees in receipt of the Option 3 provisions.

3.4.12 Start & Finish Point

Where a local depot has not been established, the recognised start and finish point for workers working away will be the post office located at the closest commercially available accommodation. The closest commercially available accommodation is the centre that has accommodation facilities available for overnight and/or short/medium/long term rent.

Any other accommodation arrangements other than the above must comply with the relevant fatigue management policy.

3.4.13 Travel between the start and finish point

Employee's that are required to travel between their start and finish point and the project site may claim travel time in accordance with the travel time provision within this Agreement.

3.4.14 Travel to and from the project site

This provision applies where the Employer has a number of depots located within Queensland. On employment an Employee will have a depot or worksite nominated as their nominated place of employment. In terms of travel to and from project sites, the Employer has a responsibility to facilitate travel for the Employee between the project site and the nominated place of employment.

The following rules apply with regard to claiming travel associated with the Employer facilitated travel to and from the project site:

Air Travel – Queensland (Place of Employment) Airport to the worksite

The following rules apply for time spent travelling from a Queensland (Place of Employment) Airport to the worksite:

- Employee will be paid one (1) hour at the appropriate rate prior to the scheduled time of departure, and
- Employee may claim any delays in flight times, and
- Employee may claim time of flight, and
- Employee may claim time spent travelling from flight arrival to the post office at the recognised closest commercially available accommodation location (or equivalent).

Air Travel - Worksite to Queensland (Place of Employment) Airport

The following rules apply for time spent travelling between the worksite and a Queensland (Place of Employment) Airport:

- Employee may claim time spent travelling at the appropriate rate between the post office at the recognised closest commercially available accommodation to the worksite (or equivalent) and the airport prior to the scheduled time of flight, and
- Employee may claim any delays in flight times, and
- Employee may claim time of flight, and
- Employee will be paid one (1) hour at the appropriate rate of pay after the flight arrival.

Air Travel - Costs associated with travel to and from the place of employment and the Airport

Costs associated with travelling between a place of employment and the Airport is impacted by the location of each "Company" Depot within Queensland. Employee's will make their own way to and from the airport and as such are entitled to claim reimbursement of all associated costs upon presentation of receipts.

Travel other than air travel:

Any alternate travel to enable an Employee to work away from home other than air travel must be approved by the relevant Manager.

If approved, the Employee will only claim up to the equivalent cost of a standard fully flexible return economy airfare as obtained through the Employer travel provider if air travel was to be booked for the Employee under normal circumstances.

As an alternative to the above, if an Employee is approved to drive from home base to a project site in a vehicle other than a company provided vehicle, they must have approval in writing by the Employer prior to commencing the journey.

The route taken must be the most direct route via Google maps. Travel reimbursement will be at the applicable ATO rate to the vehicle driver only up to the equivalent cost of a standard fully flexible return economy airfare (inclusive of travel time).

3.4.15 Overseas Work

Employees may be requested by the Employer to travel overseas on business. While working overseas Employees will where possible, be entitled to the same standard of accommodation and meals as would be provided by the Employer in Australia.

The Employer will reimburse the Employee for all business-related expenses incurred and provide the Employee with a corporate credit card, traveller's cheques, cash or other suitable form of recompense.

The Employer will reimburse the Employee for actual expenses incurred for laundry, airport taxes, tips (where customary in the country), and transport to and from airports and workplaces.

The Employer will arrange all necessary visas, allow the Employee paid time to obtain a passport and to obtain any immunisations required prior to departure at no cost to the Employee.

Where workers compensation does not apply because of the work or work location, the Employer will arrange for and pay the premiums for personal accident insurance to cover the Employee. The Employer will ensure that the Employee will not be disadvantaged in terms of any accident benefit that would normally be available under Queensland Work Cover legislation.

The Employer will compensate the Employee for any financial loss directly incurred as a result of the Employee working overseas. Employees will therefore be recompensed for financial loss arising from, but not limited to, currency exchange variations, cost of living differences between Australia and the country in which the work is being performed, reasonable telephone calls to Australia and personal taxation adjustments.

Where an Employee who is working overseas for such an extended period that the Employee is no longer required to pay Australian taxes, and/or is required to pay tax at a rate lower than what would normally apply had the Employee been working in Australia, the Employee will be entitled to the benefit by way of any reduction in taxation. If the Employee is required to pay tax at a higher rate than what the Employee would have been required to pay when working in Australia, the Employer will, in addition to the Employee's usual wages, pay the additional tax on behalf of the Employee.

The Employer will prior to the Employee's departure, provide any current advice, which may have been issued by the Department of Foreign Affairs concerning the country in which the Employee is to work. The Employer will also provide other information, which is in the Employer's possession, which may better apprise the Employee of specific legal and or cultural issues, which are particular to the country in which work is to be performed.

The Employer may instigate additional arrangements as may be agreed on an individual basis.

3.5 Compensation for loss of tools

The Company will replace all Employee tools stolen, destroyed by fire or vandalism whilst in a room of securely stored building, premises, job, workshop, company vehicle, gang box or in a lock up. If the Employee has additional tools, the Employee will provide the Company with a copy of their tool list to enable their additional tools to be covered.

It is the Employee's responsibility to look after tools provided and to ensure that tools are locked away in the company provided facility at the end of each work day, up to a maximum of \$2422.88. Payment will only be made for compensation for loss of stolen tools where the Employee provides to the Employer a copy of a police report.

3.6 Recall to work provisions

A minimum payment of 4 hours pay, at the appropriate overtime rate, will be paid for each recall to perform duties outside the normal working hours.

For clarity where the penalty rate time overlaps with the normal commencement time for such work, the Employee will only be entitled to the overtime rate payment for such hours worked in lieu of the normal time payment for those hours. That is the overtime time is mutually exclusive of the normal time payment for such work.

3.7 Availability Allowance

3.7.1 Availability Duty Allowance

Employees required to perform duties of an on-call Employee, duty Employee or duty supervisor (or a combination of on-call/duty Employee) who are on an Availability Duty Roster on a continuous basis, will be paid a flat rate in accordance with the table below.

Availability Duty – Monday to Friday

Roster Frequency	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
One (1) week in three (3) weeks or more frequent	\$80.00	\$83.60	\$86.53	\$89.12
One (1) week in four (4) weeks or less frequent	\$75.00	\$78.38	\$81.12	\$83.55

Availability Duty – Saturday & Sunday

Roster Frequency	First full pay period on or after 1 April 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
One (1) week in three (3) weeks or more frequent	\$100.00	\$104.5	\$108.16	\$111.40

Employees required to perform duties of an on-call Employee, duty Employee or duty supervisor (or a combination of on-call/duty Employee) while working on a Powerlink Project who are on an Availability Duty Roster on a continuous basis, will be paid a flat rate in accordance with the table below.

Powerlink – Monday to Friday

Roster Frequency	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
One (1) week in three (3) weeks or more frequent	\$130.00	\$135.85	\$140.60	\$144.82

Powerlink - Saturday & Sunday

Roster Frequency	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
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One (1) week in three (3) weeks or more frequent	\$260.00	\$271.70	\$281.21	\$289.65
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Notwithstanding the circumstances described above (for Employees on permanent after hours call out rosters), Employees who are required to perform after hours call out duties from time to time will be able to claim the availability duty allowance rate applicable for one (1) in four (4) or less frequent for each day they are required to be available.

Duty Employee means an Employee who is required after ordinary hours to receive calls relative to emergency and/or breakdown work and includes supervisory Employees.

On-call Employee means an Employee who outside ordinary working hours is required to be available at all times to perform emergency work.

Duty Employees undertaking after hours duty officer duties or a coordination role of emergency call outs will be deemed to commence work when they receive notification of an event requiring continuous time and effort or resulting in a large volume of calls. This may include coordinating resource functions, restoring supply, switching coordination functions outside designated Control Centre boundaries.

In circumstances as described above the Employee would then receive payment for such time worked with a minimum of four (4) hours at ordinary rates as per emergency work payments.

The duty Employee would be deemed to be off duty when the communication frequency rate drops to one (1) call per ½ hour or the requirement to coordinate resources, restore supply, coordinate or undertake switching or other continuous high demand duties cease.

Other than the circumstances above, Employees on availability duty who are contacted on stand-alone occasions for advice in relation to a maintenance or operational issue not relating to emergency call outs outside of ordinary hours will be paid one (1) hour at the appropriate overtime penalty rates.

If an Employee's RDO falls within a period they are rostered on-call, the RDO will be rescheduled to another date in the pay period outside of the availability roster period or elect to bank the RDO. The day on which the RDO will be taken will be mutually agreed between the Employer and the Employee.

An on-call or duty Employee will have one day added to their annual leave for each public holiday on which they are required to be on duty. Any work performed on a public holiday will be paid at the appropriate overtime rate.

3.7.2 Employee not on Availability Duty – Public Holiday

Employees, who are not rostered on an availability duty roster and are called in to carry out emergency work on a public holiday, will be entitled to payment at the applicable overtime penalty payment for such work from the time of leaving home until they return home within a reasonable time.

Additionally, Employees will receive accrued time in lieu added to their annual leave for any time worked on the public holiday, on a time for time basis. The maximum hours to be allocated to the Employees annual leave accrual will be 8 hours.

For example, if an Employee works 6.5 hours actual time, 6.5 hours will be allocated to their annual leave accrual on a time for time basis.

3.8 Electricity Distribution Service Delivery (EDSD) Allowance

The Allowance known in the Queensland Electricity Supply Industry as the EDSD Allowance has been incorporated into the rates outlined in Schedule 2. As such, the tradesman rates have the full allowance

incorporated, while the non-trade (technical) classifications have 70% of the Allowance incorporated into the current rates. This Allowance will no longer apply as a stand-alone allowance.

3.9 Travel Time

3.9.1 *Travel time at equivalent overtime rates*

The following conditions will apply to Employees who are required to travel to and from their depot to the work site outside the normal spread of working hours:

- Where possible, Employees will travel from their depot, to and from their work site during ordinary hours.
- Where it is necessary for Employees to travel outside of ordinary working hours, time spent in such travel will be paid for at equivalent overtime rates.
- Where such travel is undertaken on Saturdays, Sundays and statutory holidays, all time spent on such travel will attract the appropriate overtime rate.
- When Employees are required to travel in the above circumstances, in substantially wet clothes, as a result of working in the rain, without having had the opportunity to change into dry clothing, Clause 2.13 of the Agreement applies.
- Notwithstanding the above, all travel for non-approved training undertaken at an external learning institution (such as TAFE) for personal development training outside of the Employees normal hours of work, may be in the Employees time and cost.

3.9.2 *Driving Fatigue*

If an Employee is required to drive distances that are over two (2) hours in duration, the Employee is to take a fifteen-minute rest break after each two (2) hour period of driving. Each rest break will be paid at the applicable rate being paid to the Employee whilst driving.

3.10 Meal break, crib break & meal allowance

When working overtime, for more than one hour after usual ceasing time, Employees will be entitled to a paid thirty-minute crib break to be taken at the usual ceasing time, and also forty-five minutes after each four hours' work, provided such overtime continues, for which no deduction will be made.

All Employees required to work overtime for more than one hour after their ordinary rostered hours will be paid a meal allowance for each crib break between the ordinary rostered hours and the completion of overtime work, unless the Employer provides such meal for them.

The overtime meal allowance will be indexed in accordance with the increases contained in this agreement and will be applied as follows:

Date of Effect	Amount per Meal
First full pay period on or after 9 July 2024	\$20.40
First full pay period on or after 1 April 2025	\$21.32
First full pay period on or after 1 April 2026	\$22.06
First full pay period on or after 1 April 2027	\$22.73

All work done during the recognised meal period will be paid for at the rate of double time, and payment at this rate will continue until another and uninterrupted meal period of thirty minutes has commenced or until the cessation of that day's work, whichever occurs first. No Employee will be required to work more than five hours without a break for a meal.

When Employees work more than four hours' overtime on a Saturday and/or Sunday they will be entitled to a paid meal break of twenty (20) minutes between the end of the fourth and start of the sixth hour, provided that their overtime is to continue for not less than one hour after the meal break.

If such overtime continues to the tenth hour from the commencement of such overtime on Saturday and/or Sunday, Employees will be entitled to a further unpaid meal break of twenty (20) minutes provided overtime continues after the break.

Furthermore, where such overtime continues after the tenth hour from the commencement of such overtime on Saturday and/or Sunday, Employees will be entitled to a further meal break (provided such overtime continues), of not more than one hour after each additional five hours until such time as such overtime is completed.

Employees called out will be allowed to take 45 minutes for crib after each four hours' overtime worked provided such overtime continues, for which no deduction will be made. Employees called out within one and a half hours of their normal ceasing time and who are required to work for more than one hour, or are called out within two hours of normal starting time will be entitled to the overtime meal allowance, and in addition will be allowed 30 minutes as soon as possible thereafter, without deduction of pay, to partake of a meal.

3.11 First Aid Allowance

The Employer agrees to appoint one First Aid Attendant per work site. As a First Aid Attendant they will be paid a weekly allowance in accordance with the table below.

A First Aid Attendant will hold a current HLTAID011 – Provide First Aid Certificate as a minimum qualification. Where work is performed in remote or isolated areas or where timely access to emergency services cannot be assured, a person trained in more advanced first aid techniques, for example HLTAID013– Remote First Aid Course, should be considered.

In lieu of paying a First Aid Allowance the Employer may elect to instead provide and cover all costs associated with training all Employees covered by this agreement in the required level of First Aid and gaining a First Aid Certificate.

The First Aid Certificate training will be provided by a competent Registered Training Organisation.

The Employer agrees to cover all costs associated with maintaining an Employees First Aid Certificate.

First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
\$19.71	\$20.60	\$21.32	\$21.96

3.12 Superannuation

The Company will make Employer superannuation contributions of 14.75% of Ordinary Time Earnings as defined in the Superannuation (Administration) Act 1992 (Cth), from 9 July 2024 for the life of the Agreement. Such payment will be made monthly by 28th of each month. Further adjustments to the percentage contribution will be made in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).

Definitions

- (a) "Eligible Employee" shall mean an Employee, including an apprentice, engaged to work under the terms and conditions of this Agreement.
- (b) "The Plan" shall mean Construction and Building Unions Superannuation Fund (CBUS) or its successor.
- (c) "Ordinary time earnings" has the same meaning as in SGR 2009/2, including:
 - all work-related allowances such as tool allowance, tradesperson's allowance, licence nominee's allowance, service increment, construction, reconstruction, alteration and repair and/or maintenance work allowances;
 - shift loading, qualification allowance (e.g. first aid), district/location allowances, leading hand allowances, forepersons allowance, and other supervisory allowances, mobility allowance; and
 - special rates including asbestos eradication allowances, multi-storey allowances, including service core allowance, height money, disability allowances such as live sewer allowance, special sites allowance and underground work allowance.

In the absence of an Employee having an existing superannuation fund or nominating a superannuation fund, the Employer will make contributions to CBUS until such time as an Employee superannuation standard choice form is returned.

All Superannuation contributions will be paid as required by the trust deed of CBUS.

Where payment is made monthly and contributions lapse by 31 days from the end of the month in which the Company's last contribution was made Employees may access the disputes procedure of this agreement to rectify the lapse.

Contributions will continue to be paid on behalf of an eligible Employee during any absences on paid leave including Annual Leave, Long Service Leave, Public Holidays, Domestic and Family Violence Leave, Personal Leave and Bereavement Leave, Worker's compensation but the Employer will not be required to pay superannuation contributions on behalf of any eligible Employee during any unpaid absences. To avoid all doubt, Employees accessing unpaid leave are not eligible Employees for the purposes of this clause.

Employee eligibility for contributions to the Plan will cease at the end of the last day of employment with an Employer. The Employer will not be required to make any further contributions to the Plan after such date.

3.13 Income Insurance

To provide make up pay for any absence without pay due to the incapacitation of the Employee, the Employer will contribute an "Additional Employer's Contribution" amount as outlined below (or such other amount as determined by the provider) per week to provide Income Insurance on the following basis:

- (a) The amount will not be paid directly to the Employee;
- (b) The level of insurance will be sufficient to ensure that each Employee can access the maximum benefit available to them, based on their individual gross income (that is, their total income including overtime and allowances, excluding Living Away from Home Allowance) and paid to them after a maximum 14 day waiting period;
- (c) The premium will only be paid into Income Protection as administered by Windsor Income Protection, monthly, in alignment with superannuation payments.

Income Insurance Premiums will be paid by the Employer, as Additional Employer Contributions to Windsor Income Protection, in accordance with the Group Personal Accident & Sickness Policy for ESI Contractors.

All Employees:

Cost: Employer's Weekly Contribution

Benefit: Benefit Level (per week, per unit) (Gross)

Current Rate			1 April 2024			1 April 2025			1 April 2026			1 April 2027		
Units	Cost	Benefit	Units	Cost	Benefit	Units	Cost	Benefit	Units	Cost	Benefit	Units	Cost	Benefit
10	\$ 18.00	\$ 1,154.00	10	\$ 18.90	\$ 1,154.00	10	\$ 19.80	\$ 1,200.00	10	\$ 20.50	\$ 1,250.00	10	\$ 21.10	\$ 1,300.00
11	\$ 19.80	\$ 1,269.40	11	\$ 20.79	\$ 1,269.40	11	\$ 21.78	\$ 1,320.00	11	\$ 22.55	\$ 1,375.00	11	\$ 23.21	\$ 1,430.00
12	\$ 21.60	\$ 1,384.80	12	\$ 22.68	\$ 1,384.80	12	\$ 23.76	\$ 1,440.00	12	\$ 24.60	\$ 1,500.00	12	\$ 25.32	\$ 1,560.00
13	\$ 23.40	\$ 1,500.20	13	\$ 24.57	\$ 1,500.20	13	\$ 25.74	\$ 1,560.00	13	\$ 26.65	\$ 1,625.00	13	\$ 27.43	\$ 1,690.00
14	\$ 25.20	\$ 1,615.60	14	\$ 26.46	\$ 1,615.60	14	\$ 27.72	\$ 1,680.00	14	\$ 28.70	\$ 1,750.00	14	\$ 29.54	\$ 1,820.00
15	\$ 27.00	\$ 1,731.00	15	\$ 28.35	\$ 1,731.00	15	\$ 29.70	\$ 1,800.00	15	\$ 30.75	\$ 1,875.00	15	\$ 31.65	\$ 1,950.00
16	\$ 28.80	\$ 1,846.40	16	\$ 30.24	\$ 1,846.40	16	\$ 31.68	\$ 1,920.00	16	\$ 32.80	\$ 2,000.00	16	\$ 33.76	\$ 2,080.00
17	\$ 30.60	\$ 1,961.80	17	\$ 32.13	\$ 1,961.80	17	\$ 33.66	\$ 2,040.00	17	\$ 34.85	\$ 2,125.00	17	\$ 35.87	\$ 2,210.00
18	\$ 32.40	\$ 2,077.20	18	\$ 34.02	\$ 2,077.20	18	\$ 35.64	\$ 2,160.00	18	\$ 36.90	\$ 2,250.00	18	\$ 37.98	\$ 2,340.00
19	\$ 34.20	\$ 2,192.60	19	\$ 35.91	\$ 2,192.60	19	\$ 37.62	\$ 2,280.00	19	\$ 38.95	\$ 2,375.00	19	\$ 40.09	\$ 2,470.00
20	\$ 36.00	\$ 2,308.00	20	\$ 37.80	\$ 2,308.00	20	\$ 39.60	\$ 2,400.00	20	\$ 41.00	\$ 2,500.00	20	\$ 42.20	\$ 2,600.00
21	\$ 37.80	\$ 2,423.40	21	\$ 39.69	\$ 2,423.40	21	\$ 41.58	\$ 2,520.00	21	\$ 43.05	\$ 2,625.00	21	\$ 44.31	\$ 2,730.00
22	\$ 39.60	\$ 2,538.80	22	\$ 41.58	\$ 2,538.80	22	\$ 43.56	\$ 2,640.00	22	\$ 45.10	\$ 2,750.00	22	\$ 46.42	\$ 2,860.00
23	\$ 41.40	\$ 2,654.20	23	\$ 43.47	\$ 2,654.20	23	\$ 45.54	\$ 2,760.00	23	\$ 47.15	\$ 2,875.00	23	\$ 48.53	\$ 2,990.00
24	\$ 43.20	\$ 2,769.60	24	\$ 45.36	\$ 2,769.60	24	\$ 47.52	\$ 2,880.00	24	\$ 49.20	\$ 3,000.00	24	\$ 50.64	\$ 3,120.00
25	\$ 45.00	\$ 2,885.00	25	\$ 47.25	\$ 2,885.00	25	\$ 49.50	\$ 3,000.00	25	\$ 51.25	\$ 3,125.00	25	\$ 52.75	\$ 3,250.00
26	\$ 46.80	\$ 3,000.40	26	\$ 49.14	\$ 3,000.40	26	\$ 51.48	\$ 3,120.00	26	\$ 53.30	\$ 3,250.00	26	\$ 54.86	\$ 3,380.00
27	\$ 48.60	\$ 3,115.80	27	\$ 51.03	\$ 3,115.80	27	\$ 53.46	\$ 3,240.00	27	\$ 55.35	\$ 3,375.00	27	\$ 56.97	\$ 3,510.00
28	\$ 50.40	\$ 3,231.20	28	\$ 52.92	\$ 3,231.20	28	\$ 55.44	\$ 3,360.00	28	\$ 57.40	\$ 3,500.00	28	\$ 59.08	\$ 3,640.00
29	\$ 52.20	\$ 3,346.60	29	\$ 54.81	\$ 3,346.60	29	\$ 57.42	\$ 3,480.00	29	\$ 59.45	\$ 3,625.00	29	\$ 61.19	\$ 3,770.00
30	\$ 54.00	\$ 3,462.00	30	\$ 56.70	\$ 3,462.00	30	\$ 59.40	\$ 3,600.00	30	\$ 61.50	\$ 3,750.00	30	\$ 63.30	\$ 3,900.00

3.14 Tool Allowances

Where Employees are required to supply and use their own tools the following tool allowances will be paid the following per week:

Electrician (electrical work), Linesmen, apprentices	T1
Mechanical Trades and Climbers	T2

For clarity, T2 will only apply to qualified climbers who are ordinarily required to perform climbing activities as part of their role, and haven't met the minimum 10 hours of climbing work per week

Per week	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027

T1	\$39.99	\$41.79	\$43.25	\$44.55
T2	\$27.01	\$28.23	\$29.22	\$30.09

3.15 Employee in Charge (EIC)

An Employee in Charge (EIC) means an Employee employed primarily to exercise trade, trade/technician or power worker skills in the Technical Stream up to the level of their skills and competencies and who, in addition, is appointed by the Employer to supervise/train other Employees engaged at similar or lower classification levels.

An Employee who is appointed on a full time basis as an EIC to train or supervise two or more Employees of a lower or similar classification, will on appointment be paid an all-purpose allowance listed below.

	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
2+ Employees	\$2.73	\$2.85	\$2.95	\$3.03

Where an Employee is required to perform EIC duties on a daily basis in an acting or temporary capacity to supervise/train no less than two other Employees of similar or lower classification, the Employee will be paid the allowances listed above for the days undertaking the EIC duties.

This payment will be calculated for the purposes of overtime, and all other leave, if the Employee continues to work up to the last working day prior to their leave being taken.

In addition to the EIC allowance, employees undertaking Scoping/Supervision roles will be provided with limited private use of their allocated motor vehicle in line with the current limited use policy. Employees undertaking Leading Hand duties will receive an additional allowance:

	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
Leading Hand Allowance	\$1.74	\$1.82	\$1.89	\$1.94

3.16 Low voltage access permit and High Voltage access permit allowance

Where an Employee is required to hold a low voltage access permit or a high voltage access permit, the Employee shall be paid this allowance in addition to any other allowance.

First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
\$1.37	\$1.43	\$1.48	\$1.53

3.17 Home Disturbance Allowance

Employees directed or authorised to be away from their normal home-base for periods of two (2) overnight absence or longer will be entitled to an allowance of \$63 per week, from the 9 July 2024 for the life of the Agreement.

The Home Disturbance Allowance is provided to support employees in maintaining their overall health and wellbeing while working away from their normal home-base. This allowance is to cover expenses related to promoting a healthy lifestyle during their time away from home i.e. gym passes, access to fitness classes, and other services.

3.18 Supervisor Attraction & Retention Allowance

The Employer recognises the challenges of retaining and attracting field-based employees to the Supervisor or are acting in the Supervisor classification and the importance of providing a career path for tradespersons into leadership roles within the business.

The Allowance has been incorporated into the rates outlined in Schedule 2. All classifications have the full allowance incorporated into the hourly rate. This Allowance does not apply as a stand-alone allowance.

The below all-purpose allowances will apply for employees who are Supervisor classification for 1 day or more –

Date of Commencement	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
Per Hour	\$3.74	\$3.91	\$4.04	\$4.17

3.19 Attraction & Retention Allowance

The parties to this Agreement recognise the future challenge of attracting and retaining Employees in the classifications obtained within this Agreement where a skills shortage of suitably qualified and skilled employees is being experienced by the Electrical Supply industry.

The Allowance has been incorporated into the rates outlined in Schedule 2. All classifications have the full allowance incorporated into the hourly rate. This Allowance does not apply as a stand-alone allowance.

The above classified employees covered by this Agreement will receive an all-purpose attraction and retention allowance payable as per the following table.

9 July 2024	1 April 2025	1 April 2026	1 April 2027
\$4.00 per hour	\$4.18 per hour	\$4.33 per hour	\$4.46 per hour

All permanent full-time and permanent part-time qualified employees will be eligible for this payment. Part-time employees will receive the payment on a pro-rata basis.

3.20 Climbers Allowance

The person must be competent in ascending and descending from a tree, cutting branches and rigging of both work and life lines.

Whilst climbing, a climber in addition to level 2 (or the equivalent pay level) scheduled rates shall receive an allowance per hour as per the table below.

The Observer in addition to level 2 (or the equivalent pay level) scheduled rates shall receive an allowance per hour as per the table below.

The role of Climber and the Observer shall be evenly shared between the two qualified employees. Employees who are competent in tree climbing, and are paid these allowances, are expected to supply and maintain their own ropes, spurs and harnesses.

	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
Climber/observer	\$9.82	\$10.27	\$10.63	\$10.95

This Agreement does not have effect to reduce any higher amount paid to an employee of this Company employed directly before its commencement date. However, that higher amount will not be increased during the life of this Agreement until the equivalent Agreement condition exceeds that amount. From that time, the provision of this Agreement will apply to the exclusion of the earlier higher amount. This clause will cease once parity is achieved or with the expiry of this agreement.

PART 4 NON SALARY BENEFITS

4.1 Licences

4.1.1 Licence Fee Reimbursement

The Employer will reimburse fees for all Employees who are required to achieve and maintain trade accreditation, high risk work licence, drivers licence and professional Licence fees, where legislation requires that person to be licensed as an essential requirement of their position profile.

4.1.2 Regulatory Training

4.1.2.1 The Employer will arrange and fund training for Employees required to have heavy vehicle licences for use with their employment with the Employer.

4.1.2.2 Regulatory training, such as CPR, Pole Top Rescue, Switchboard Rescue and EWP Rescue and Escape, as well as Polarity testing will be undertaken at 6 monthly intervals at the Employer's expense.

4.2 Salary Sacrifice

4.2.1 Salary Sacrifice Principles

Salary sacrifice options are available in accordance with this Agreement, and any restrictions or policies that the Employer may wish to impose from time to time.

An Employee may salary sacrifice part of their salary in return for other benefits, such as:

- Superannuation contributions, and,
- motor vehicles.

Any salary sacrifice arrangements will be at no cost to the Employer and will be in accordance with any applicable legislation, Australian Taxation Office rulings or guidelines and, in the case of superannuation, the superannuation fund rules.

The amount sacrificed by an Employee will be sufficient to cover the cost to the Employer of the benefit the Employee wishes to receive, including any fringe benefits tax payable. Employees who salary sacrifice, will authorise the Employer to deduct those costs from their remuneration.

Any amount sacrificed by an Employee for additional superannuation contributions, will not cause the total annual superannuation contributions for that Employee to exceed the Australian Taxation Office maximum deductible contribution limits (which increase from year to year).

Employees are responsible for any salary sacrifice arrangements they create. That includes paying immediately any residual liability or retaining or taking over from the Employer any ongoing legal obligations in respect of any benefits (for example, laptop computers and motor vehicles) for which an Employee has salary sacrificed, upon termination of the salary sacrifice arrangement or the Employee's employment.

An Employee can implement salary sacrifice arrangements at any time. However, once in place, subject to this Agreement and in exceptional circumstances, changes to the salary sacrifice arrangement can only be made once per year.

It is recommended that Employees obtain independent financial advice specific to their circumstances before implementing or changing a salary sacrifice arrangement.

4.2.2 Post Salary Sacrifice

If an Employee implements a salary sacrifice arrangement, except for superannuation, overtime and termination purposes, the reduced salary will be the salary for all purposes of this Agreement and the Employee's terms and conditions of employment.

If an Employee terminates or reduces the amount of their salary sacrifice, the Employee's minimum salary entitlement will increase or revert to the pre-sacrifice amount as applicable.

4.3 Indemnity of Employees against liability

As far as it is able under law the Employer will indemnify past and present Employees against legal liability for any claim for compensation or legal costs arising in respect of liability for work performed whilst an Employee of the Employer for the benefit and at the direction of the Employer, subject to the following conditions:

- All work must be performed in accordance with the Employer's procedures and/or accepted practice;
- Employees must not exceed any relevant authority levels;
- All reasonable instructions of the Employer are followed in the performance of work;
- Employees will not commit any act or omission with a reckless disregard for the consequences during the course of work;
- Employees will not engage in fraudulent, criminal, dishonest and/or malicious acts or omissions or wilful breach of any statute, contract or duty during the course of work; and
- Employees notify the Employer of the receipt of any claim or of any circumstance that may give rise to a claim at the earliest possible opportunity.

4.4 Training and development

4.4.1 The Employer is committed to optimising capability, performance and the career options of Employees by:

- Training, retraining and educating Employees where appropriate.
- Career development and equal opportunity.
- Providing timely advice and consultation with Employees and their industrial organisations with regard to any changes to training and development programs which may impact Employees.

4.4.2 The parties agree with respect to the training and development of Employees that:

- Each Employee will be encouraged to and have access to learning processes and resources to meet the needs of their position description through a mutually agreed development plan and a set of prioritised learning opportunities which should be reviewed annually. Should the Employee's access to learning processes and resources not be available within the mutually agreed timeframe, then the Employee and the Employer will review and possibly modify the development plan.
- Individual training plans should seek to professionally develop Employees so that they can satisfy key position accountabilities and improve career development prospects, where it satisfies the business requirements of the Employer. The training may be provided either externally or internally, off and on the job, to match the individual Employee's development needs.

4.5 Part time study leave arrangements

4.5.1 In circumstances where training has been approved by the Employer on the basis of providing a mutual benefit for the Employee and the Employer, the following part time study leave arrangements may apply:

- To support further learning developments, Employees who are studying approved courses part time, including distance learning programs, the Employer will provide at least one (1) day paid time off per

fortnight to attend compulsory classes or five (5) days paid time off per semester to attend compulsory residential/practical courses including associated travel (external students).

- The Employer will also provide paid time off to sit for an examination, which also includes time required to travel to the venue.
- The Employer will also facilitate time off for Employees for pre-examination study and for final preparation of a thesis or similar work.

PART 5 HOURS OF WORK, OVERTIME, SHIFT WORK & WEEKEND WORK

5.1 Hours of work

The ordinary hours of work will not exceed the average of 36hour per week (Monday to Friday) over a 9 day fortnight. However, other patterns of work may be worked by mutual agreement between the parties at a particular place of work. The guidelines for these arrangements will be developed in accordance with Clause 1.5 of this Agreement.

The ordinary hours of work prescribed herein, will be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Mondays to Fridays inclusive.

This daily 'spread of hours' may be increased by mutual agreement to an additional one hour at either the commencement or finish of the ordinary workday (but not both).

This will result in the daily 'spread of hours' being increased to cover a period of either 5.00am until 6.00pm or 6.00am to 7.00pm. The ordinary working hours may then be worked between these times.

Employees may agree that the ordinary hours of work are to exceed 8 hours on any day, within the spread of hours, thus enabling more than one workday to be taken off during a particular work cycle, provided that a work cycle will not exceed 4 weeks. The ordinary hours of work will not exceed 9 hours on any day.

Each day stands alone for the purposes of calculating overtime.

5.1.1 Rostered Day Off (RDO)

The Rostered Day Off (RDO) will be rostered on either a Monday or Friday, unless varied by mutual agreement to suit work scheduling and provide higher access to improve customer service.

To bank a Rostered Day Off (RDO), Employees complete the relevant section on their weekly timesheet and have this approved by their manager/supervisor. Employees generally will only be able to bank up to a maximum of five (5) RDO's at any time.

In order to ensure that RDO's are regularly used all residual RDO balances may to be taken at the front end or back end of any annual leave periods. If an Employee has personal circumstances where they wish to retain the RDO balance during such annual periods they may make an application to the Employer. The final decision will be at the Employer's discretion.

On termination of employment, Employees will have their banked RDO's paid out in accordance with the following rules:

- The first 36 hours is to be paid out at the ordinary rates, and
- The remainder of the banked RDO time will be paid at 200% of the ordinary rate.

5.1.2 Payment for Working RDO's

Employees that are requested to work an RDO and agree to do so will have all time worked at the overtime rate of 200%. If however, the Employee wishes they can be paid at normal rates and accrue an RDO.

Where an employee requests to work an RDO and the Employer agrees, the Employee will accrue an RDO at ordinary time.

5.1.3 RDO's Falling on a Public Holiday

Where a Rostered Day Off (RDO) falls on a Public Holiday the Employee will receive the next scheduled working day off, e.g. If the Public Holiday were to fall on a Monday, the Employee would receive the Tuesday as their RDO.

5.1.4 Time Off in Lieu (TOIL)

Time Off in Lieu (TOIL) will be administered at the local level with the Employee and his/her supervisor and in accordance with leave approval policies/procedures. In such cases, the Employee and supervisor will document the times and dates for any future reference.

5.1.5 Rates for TOIL to be Banked

TOIL will be banked at the overtime rate applicable for the time worked, e.g. if an Employee elects to bank eight (8) hours work on a Sunday into his/her TOIL bank, the actual time banked will be sixteen (16) hours.. In normal circumstances, the TOIL bank should not exceed 72 hours.

Where an employee requests to work TOIL and the Employer agrees, the Employee will accrue an TOIL at ordinary time.

Upon termination of employment an Employee will be paid all TOIL accrued and not yet taken.

5.2 Breaks between rostered attendances

- 5.2.1 The parties agree that Employees will be given no less than ten (10) consecutive hours off duty between the end of work on one day, and the commencement of work on the next. The break is exclusive of reasonable travel that is required for the Employee to travel to and from home.
- 5.2.2 Where an Employee is not given ten (10) consecutive hours off duty and they have continued or resumed work into their normal or rostered workday, then they will be paid double time until released from work and given ten (10) consecutive hours off duty.
- 5.2.3 Notwithstanding the above, in cases where Employees work overtime between the hours of 11.00pm on one day and 5.00am on the next, then the ten (10) consecutive hour rest break will commence from the conclusion of their last period of overtime even if it continues after 5.00am. The total overtime worked between 11.00pm and 5.00am will not be less than 30 minutes in aggregate to attract such a break.
- 5.2.4 The arrangements as outlined above, will also apply when overtime is worked on a Sunday, a Public Holiday or an RDO prior to a rostered workday.
- 5.2.5 When an Employee is directed to return to work without having taken a break in accordance with the provisions of this clause, they will be paid at the rate of double time for all hours worked, until such time as they are able to take the necessary break.
- 5.2.6 It is important to note that the safety of Employees is the most important issue and there may be circumstances which occur where a ten (10) hour rest break may not be available but due to fatigue etc., it is determined that an Employee should be given a break from work. In these cases,

supervisors will have a discretionary right to provide additional paid rest time in addition to the arrangements set out above.

5.3 Flexible lunch breaks

- 5.3.1 There are circumstances where the timing of meal breaks may be varied to meet the needs of customers. To facilitate greater flexibility and to meet the needs of customers, the recognised lunch break will be rostered between the 4th and 6th hour from the Employee's start time.
- 5.3.2 Unless otherwise mutually agreed between the Employer and the Employee, all work done during the recognised meal period will be paid at the rate of double time, and payment at this rate will continue until another and uninterrupted meal period of 30 minutes has commenced or until the cessation of that day's work, whichever occurs first.
- 5.3.3 No Employee will be required to work more than five (5) hours without a break for a meal.

5.4 Overtime

- 5.4.1 Except as hereinafter provided, all time worked in excess of that provided for in clause 5.1 or before the ordinary starting time or after the ordinary ceasing time will be deemed overtime and will be paid double time for all overtime hours worked. Each day is to stand by itself when overtime is being calculated, except where an Employee commences overtime on one day and continues to work such overtime into the next day. Saturday and Sunday – All overtime worked on Saturdays and Sundays will be paid at the rate of double time.
- 5.4.2 Where Employees are required to report for work between midnight and 6.00 a.m., they will be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday.
- 5.4.3 Systematic overtime will not be worked; it will be considered such when 3 continuous weeks' overtime has been worked:

Provided that clause 5.4.3 will not apply when extra labour is not available forthwith.
- 5.4.5 The assignment of overtime by an Employer to an Employee will be based on specific work requirements and the practices of "one in, all in" overtime will not apply. The Employer is to ensure that the scheduling of overtime to Employees is conducted in a fair and transparent manner.
- 5.4.6 All time worked on public holidays outside of ordinary hours specified in this Agreement, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, will continue to be paid at double the rates prescribed by this Agreement until such time as the shift concludes. That is, where the rate prescribed is double time the rate payable is four times the ordinary rate.

5.4.10 Cancellation of Planned Overtime

Where it has been previously agreed that an Employee will undertake planned overtime on a weekend (Saturday to Sunday) and the work is subsequently cancelled, the Employee will be entitled to a payment of four (4) hours pay, calculated at the Employee's ordinary rates except in the following circumstances:

- a. Where notice of eight (8) hours or more is given; or
- b. Where the overtime is cancelled as a result of weather-related issues.

The Employer is committed to providing as much notice as possible for weather related cancellations.

For the purpose of this clause notification may include, but is not limited to, telephone or text message.

5.5 Shift work

5.5.1 Definitions

"Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

"Rostered Shift" means a shift which the Employee concerned has had at least one weeks' notice.

"Short Term Shift" means a shift covering any duration for five days from Monday to Friday for a maximum of 8 weeks.

5.5.2 Hours

The ordinary hours of shift workers will not exceed:

- 8hours in any one day or an average of 36hours per week.

Subject to the following conditions such shift worker will work at such times as the Employer may require:

- Apprentices will not be required to work Shift Work.
- Shift Work will ideally be done by volunteers but in the absence of sufficient volunteers Employers will nominate individuals to fill the roster, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.
- Such ordinary hours will be worked continuously, except for meal breaks and rest pauses which will be taken so as not to interfere with continuity of work.
- Except at regular changeover of shifts, Employees will not be required to work more than one shift each 24 hours.
- An Employee will not be required to work less than 3 or more than 5 hours without a break for a meal.
- All meal breaks will be paid on a Saturday and Sunday.
- Thirty minutes will be allowed to shift workers each shift for crib which will be counted as time worked.
- Employees will be fully informed of the duration of the Shift Work requirements and given regular updates during the job on the final completion date.
- Prior to Shift Work being introduced, the Employer will give at least one week's notice of the requirement to work shift work and discuss with their Employees the need for Shift Work to be worked.
- Shift Work must be 5 days. In the case of broken shifts (i.e. less than 5 consecutive days Monday to Friday) the rates prescribed will be the same as the present Agreement overtime rates for the actual time worked on the shift only.

5.5.3 Shift Rosters

Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shift.

5.5.4 Variation of shift rosters by agreement

If circumstances dictate that the above rosters are not appropriate then they may be varied by agreement between the Employer and the Employee. Such agreement will not be unreasonably withheld.

5.5.5 Shift allowance

- a. A shift worker whilst on afternoon shift will be paid for such shifts 18.75 % more than the ordinary rate.
- b. A shift worker who works on night shift will be paid for such shifts 25.00 % more than the ordinary rate.
- c. A shift worker whilst on Short Term Shift will be paid for such shifts 30.00 % more than the ordinary rate.

5.5.6 Saturday shifts

Saturday Shifts will be paid at double time. Such extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 5.6.5.

5.5.7 Overtime

Shift workers for all time worked in excess of eight (8) hours or outside ordinary working hours prescribed by this Agreement will be paid at the rate of double time on their afternoon or night shift rate respectively.

When working overtime, for more than one hour, a crib break of 30 minutes will be allowed at the normal ceasing time for which no deduction will be made.

5.5.8 Public holidays

Shift Workers who are rostered on to work on a statutory holiday will be paid at double time and one half (2 ½ times) of their *base rate* of pay and any overtime is paid at double the applicable overtime rates that is four (4) times the base rate.

For those shift workers who are not rostered to work on a statutory holiday and subsequently perform work on that day will be paid at double time and one half (2 ½ times) of their *base rate* with a minimum payment for four (4) hours for the day and will receive a day of leave to be taken at a mutually agreeable time in the same manner as annual leave.

5.5.9 Sunday work

Shift workers will be paid for all time worked on Sunday at double time.

5.5.10 Shutdowns, breakdowns and emergency situations

- a. Management will define urgent repair or breakdown work and will seek volunteers; management will nominate individuals to meet requirements if there are not sufficient volunteers, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.
- b. Management will be able to utilise short term shift rosters, Monday to Friday, in conjunction with extended overtime over weekends and rostered days off, on occasions requiring urgent repair or breakdown of plant or machinery.

The duration of any one period so worked will be limited to 2 weeks.

5.5.11 9 Hour break

- a. An Employee who does not receive a 9-hour break before commencing short term Shift Work will be entitled to double ordinary time for the first afternoon or night shift, or part thereof worked, and short-term conditions and penalty rates for subsequent shifts.

- b. An Employee who receives a 9-hour break prior to returning to day work will be entitled to ordinary time for the hours that would normally be worked during the break period.
- c. An Employee who does not receive a 9-hour break prior to returning to day work will be paid double ordinary time for all hours worked until released for a 9 hour break.

5.6 Rest pauses

Each Employee will be entitled to one 10-minute rest pause in each half of his ordinary shift without loss of pay. These two rest pauses may be combined into one 20-minute rest pause by agreement between the parties.

PART 6 LEAVE

6.1 Parental Leave

6.1.1 Employees will be entitled to parental leave in accordance with the provisions of the Fair Work Act and the NES, applying as at the date of approval of the agreement.

6.1.2 Paid parental leave

Parental Leave is available to permanent full-time or part-time Employees who have at least twelve (12) months continuous service with the Employer immediately prior to commencing Parental Leave.

Paid parental leave will be paid to eligible Employees in the first pay period following the commencement of Parental Leave, as follows:

- Five (5) weeks at their ordinary rate of pay immediately where the Employee is the primary care giver; or
- Two (2) weeks at their ordinary rate of pay immediately where the Employee is not the primary care giver.

In lieu of the payment being paid as a lump sum for Parental Leave, Employees may choose to have this payment paid in accordance with the usual pay cycle or as otherwise agreed, in accordance with the provisions of Clause 1.5 of this agreement.

6.2 Public holidays

When an Employee is not required to work on any applicable public holiday, they will be entitled to be paid a full day's wage (i.e., 8 hours less any applicable time deductions, such as RDO's).

All work done by an Employee on Good Friday, Christmas Day, the twenty-fifth day of April (Anzac Day), the first day of January, the twenty-sixth day of January, Easter Saturday (the day after Good Friday), Easter Monday, the Birthday of the Sovereign, and Boxing Day, or any day appointed under the Holidays Act 1983, to be kept in place of any such holiday, will be paid for at the rate of double time and a-half with a minimum of four hours.

All work done by an Employee on Christmas Day, or any day gazetted as Christmas Day under the Holidays Act 1983, to be kept in place of any such holiday, will be paid for at the rate of four times the ordinary rate with a minimum of four hours.

All Employees covered by this Agreement will be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any Employee concerned actually works on Labour Day, such Employee will be paid a full day's wage for that day and in addition, a payment for the time actually worked by him at one and a-half times the ordinary rate prescribed for such work with a minimum of four hours.

All work performed in a district for the time being specified by the Minister, by notification published in the Gazette, on the day appointed under the Holidays Act 1983 as a holiday in relation to an annual agricultural, horticultural or industrial show held in that district is to be paid for at a rate of double time and a-half, with a minimum of 4 hours. This is not to be construed to confer on an Employee, while continued in employment by the Employer, or taken to be continued in such employment pursuant to this Agreement, an entitlement to be paid at a rate therein prescribed for work performed on a day, such as is referred to in that subsection, on more than one occasion in each calendar year.

All Employees will be entitled to only one (1) Agricultural/Horticultural Show Holiday per annum. Where Employees are not in a position to access an agricultural/horticultural show holiday in their region, they can claim only one of the following options:

- One (1) day to be allocated to their annual leave accrual; or
- Work on the day that the holiday is gazetted and claim and be paid the equivalent award penalty rates for a public holiday.

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time Employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time Employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time Employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all Employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where public holiday falls on a Saturday or a Sunday and the public holiday is observed on another day an Employee required to work on the public holiday (for example, Christmas Day, 25 December) is to be paid at the appropriate rate for a public holiday.

For the purposes of this provision, where the rate of salary is a weekly rate, "double time and a-half" means one and one-half day's salary in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

Any and every Employee who, having been dismissed or stood down by the Employer during the month of December in any year, will be re-employed by the Employer at any time before the end of the month of January in the next succeeding year will, if that Employee will have been employed by that Employer for a continuous period of two weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and will be paid by the Employer (at the ordinary rate payable to that Employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the dismissal or standing down to and including the date of re-employment as aforesaid.

6.3 Blood donors leave

Each Employee will be afforded two (2) hours leave with pay twice each calendar year or more frequently by agreement to donate blood, bone marrow or other agreed community-based work. The Employee will provide proof of attendance in order to be paid.

6.4 Natural Disaster leave

When a Natural Disaster warning is issued for a work locality or for a locality where the Employee ordinarily resides, the Company will not unreasonably withhold a request from Employees affected to leave work and attend to family and household matters affected by or as a consequence of the Natural Disaster warning. Payment of wages will continue for the period of the warning up to a maximum of 12 hours in any calendar month.

The Company will not unreasonably withhold a request from Employees affected for time off work and attend to family and household matters affected by or as a consequence of the Natural Disaster.

6.5 Transfer conditions

Employees required to relocate by the Company will be entitled to receive expenses reasonably incurred in such relocation, which would include first-class rail fares (or equivalent) and travelling expenses of Employees and dependents, together with cost of removal of furniture and effects to a measurement not exceeding 30 cubic metres, from their place of engagement to the job will, subject to the production of satisfactory evidence of the payment of such fares and expenses, be reimbursed to the Employees on completion of 12 months' service provided that the conditions of reimbursement expenses will apply consequent upon appointment of Employees to new places of employment where:

- a. the radial distance from the present place of residence to such new depot (or recognised place of employment) is not less than 50 kilometres, and/or
- b. the Employees are required by the Employer to move their place of residence.

Where circumstances are considered to warrant such action, a married Employee transferred to a location where no house is available will be reimbursed reasonable board and lodging expenses until the Employee becomes domiciled: Provided that the allowance will not be payable for a period exceeding one month in all.

6.6 Bereavement/compassionate leave

- (1) An Employee is entitled to 2 days of compassionate leave for each occasion (a **permissible occasion**) when:
 - a. a member of the Employee's immediate family, or a member of the Employee's household:
 - i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii) sustains a personal injury that poses a serious threat to his or her life; or
 - iii) dies; or
 - iv) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - v) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- (2) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in section 104 of the Act; or
 - (b) after the death of the member of the Employee's immediate family or household referred to in section 104 of the Act.
- (3) An Employee may take compassionate leave for a particular permissible occasion as:
 - (a) a single continuous 2 day period; or
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods to which the Employee and his or her Employer agree.
- (4) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

For the purposes of this agreement the definition of "immediate family" will include:

- Wife or Husband;
- De facto;
- Partner;
- Mother or Father;
- Legal Guardian;
- Mother-in-law or Father-in-law;
- Brother or Sister;

- Child or Step-child;
- Step-father or Step-mother;
- Half-brother or Half-sister;
- Step-brother or Step-sister;
- Brother-in-law or Sister-in-law;
- Niece, Nephew;
- Uncle, Aunt;
- Cousins;
- Son-in-law or Daughter-in-law;
- Grandfather or Grandmother;
- Grandson or Granddaughter; or
- Great Grandfather or Great Grandmother.

6.7 Personal/Carers leave

Employees will be entitled to not less than twelve (12) paid days per annum for personal/carers leave for each completed year of service. Personal/Carers leave will accrue on a pro-rata basis each pay period.

- 6.7.1 The intention of these provisions is supplement the NES provisions for personal leave, to:
- (a) Provide permanent part time and full time Employees a more beneficial entitlement of 12 working days of paid personal leave, irrespective of the number hours they work or the manner in which those hours are arranged; and

Basic entitlement

- 6.7.2 For each year of service with the Employer, an Employee is entitled to be absent on personal leave without loss of pay on at least 12 working days, where the reason for such absence is:
- (a) Because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (b) To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (i) A personal illness, or personal injury, affecting the member; or
 - (ii) An unexpected emergency affecting the member.

- 6.7.3 For the avoidance of doubt, a "working day" is a 24 hour period during which a shift of work, for any number of hours, would otherwise be required to be performed.

Accruing leave

- 6.7.4 Days of leave are to be accrued over the year on the following basis:
- 6.7.5 0.2307 working days of leave are accrued each week, irrespective of whether the Employee performs any work in that week.
- 6.7.6 Once an amount of leave is added to the workers' leave balance, it cannot be reduced other than by the taking of leave in accordance with this clause.

Absence on personal leave

- 6.7.7 Save as specified in 6.7.9 below, for each working day that an Employee is absent on personal leave, 1 working day is deducted from their personal leave balance and the Employee is to be paid as if they had worked on that day.
- 6.7.8 An Employee may take a part day absence for personal leave (for example, from 2- 5PM afternoon over a shift that spans from 9AM to 5PM). Where this occurs:
- (a) The Employee is to be paid as if they had worked the entire shift on that working day; and
 - (b) The Employees' leave balance is to be deducted on the following basis:

$$\text{Deduction in days} = \frac{A}{B}$$

Where "A" is the number of hours of absence and "B" equals the number of ordinary hours in the shift from which the absence was taken.

Public Holidays

- 6.7.9 If the period during which an Employee takes paid personal/carers leave includes a day or part day that is a public holiday in the place where the Employee is based for work purpose, the Employee is taken not to be on paid personal/carers leave on that public holiday and no deduction from their leave balance is to be made.

Notice and Evidence Requirements

Every Employee absent from work due to illness, subject to having promptly notified the Employer of the illness(which may be a time after the leave has already started) and of the approximate period, will be entitled to payment in full for all time so absent from work due to illness.

An Employee will be required to produce evidence of the Employee's absence from work on the account of illness, from a recognised medical practitioner or other reasonably acceptable evidence to the Employer's satisfaction for any period that exceeds two consecutive days.

Any personal/carers leave absence either proceeding or following on from a weekend, public holiday, RDO or any other period of leave, will require the Employee to produce evidence specifying the nature of the illness and the period during which the Employee will be unable to work.

Personal/Carers leave will be cumulative.

The continuity of employment of an Employee with the Company for personal/carers leave accumulation purposes will be deemed to be not broken by any of the following:

- o Absence from work on paid leave granted by the Company.
- o The Employee having been stood down by the Company, or the Employee having terminated employment with the Company, for any period not exceeding three months: Provided that Employee will have been re-employed by the Company.

Employees falling ill while on annual leave can on the production of evidence, substantiating such illness, convert that proportion of their annual leave to their personal/carers leave entitlement.

As part of the normal personal/carers leave accrual, Employees will have an entitlement to access the accrual for the purpose of caring for family members. The rules associated with accessing carers leave as part of the personal/carers leave entitlement will be in accordance with the Act.

Where the Agreement is silent on any specific aspects of personal/carers leave the Act will apply.

6.8 Additional personal/carers leave credit

In addition to current Agreement entitlements, a concessional personal/carers leave entitlement of 13 weeks will be credited to Employees who have been employed by the company for 26 years, without a break of employment exceeding three (3) months, and who have exhausted Agreement personal/carers leave entitlements.

This credit will only be applied when the Employee's ordinary personal/carers leave accrual has been exhausted. Where the Employee only requires a part of the 13 weeks credit, the remaining component will be available at a later date where the Employee has again exhausted their normal personal/carers leave accrual.

6.9 Special leave without pay

Having regard to the operational requirements the Employer, Employees may apply to access up to 26 weeks of leave without pay for the purposes of further study, a career break or for other exceptional circumstances.

To access special leave without pay, the following conditions apply:

- The approval of special leave without pay is at the sole discretion of the Employer, after taking into account issues such as operational requirements and other business needs;
- In order to make alternate staffing arrangements, such leave will only be considered for approval where a minimum notice period of eight (8) weeks has been provided prior to the proposed start date. In extenuating circumstances, consideration may be given to reducing this eight (8) week notice period. Reasonable proof of such circumstances may be required;
- Once approved, special leave without pay does not count as service for any purpose;
- Special leave without pay will be taken for the purpose that it was applied for; and
- On return from leave without pay, the Employee will return to the position previously held before taking the leave or a comparable position.

6.10 Emergency leave without pay

An Employee may apply for emergency leave without pay in extenuating or urgent circumstances, subject to the following:

- The approval of emergency leave without pay is at the sole discretion of the Employer;
- Once approved, emergency leave without pay counts as service for all purposes; and
- A maximum of four (4) weeks emergency leave may be granted for any one application.

6.11 Q leave

All Employees covered by this Agreement are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of the *Industrial Relations Act 2016*.

The Employer, on lodgement of this agreement, agrees to immediately join the Queensland Portable Long Service Leave scheme, known in the State of Queensland as Q Leave. All eligible Employees will receive enrolment forms to join Q Leave and all new starters will have this documentation as part of their induction kit.

6.12 Annual Leave

Employees other than casuals will at the end of each year of employment be entitled to accrue Annual Leave pay on full pay as follows:

- five (5) weeks; or
- six (6) weeks if the Employee is defined or described as a shift worker for the purposes of the NES.

An Employee who is a seven-day shift worker, regularly rostered to work on Sundays and public holidays is considered to work shift work for the purposes of this provision.

Annual leave will be exclusive of any public holiday which may occur during the period of that Annual Leave.

Annual leave will be paid at the *base rate* received immediately prior to Annual Leave. Note the *base rate* will include any rate which is received in excess of the *base rate* payable under this agreement.

A shift worker will be paid at the rate payable for work in ordinary time according to the Employee's roster or projected roster including Saturday, Sunday or public holiday shift.

If a public holiday falls on a day that a shift worker is rostered off an extra day will be added to their leave.

Employees will take their entitlement to annual leave within twelve months of the date of which it falls due except whereby agreement with the Employer it is deferred to a later date. Unless the Employer otherwise agrees, the Employee will give the Employer at least one (1) month notice of the date from which the Annual Leave will be taken.

Upon termination of employment an Employee will be paid all annual leave owing at the time of termination. The greater amount of any accrued annual leave owing at the time of termination will be used to calculate an entitlement to public holidays that may fall during such period, for which the Employee will be entitled to payment at their *base rate*.

Employees falling ill while on annual leave can on the production of a medical certificate from a recognised medical practitioner or other reasonably acceptable evidence to the Employer's satisfaction, about the nature and approximate duration of the illness, convert that proportion of their annual leave to their personal leave entitlement..

An Employee is entitled to cash out annual leave if:

- (a) the Employee makes a request in writing;
- (b) the Employee has taken at least ten (10) days annual leave in the preceding 12 months;
- (c) the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave not being less than 4 weeks;
- (d) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone;
- (e) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two (2) weeks; and
- (f) the Employer agrees to the Employee's request in writing.

6.13 Annual Leave loading

An employer is required to pay an additional leave loading as follows:

- (a) Day work

When an employee takes a period of paid annual leave, the employee will be paid an annual leave loading of 17.5% of the payment under clause 6.12.

- (b) Shiftwork

Where the employee would have received shift loadings had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than a loading of 17.5% of the payment under clause 6.12, then the shift loadings must be added to the rate of wage prescribed by this subclause instead of the 17.5% loading.

- (c) Annual leave loading on termination.
- (d) The leave loading prescribed will also apply to proportionate leave on termination.

6.14 Family and Domestic Violence

6.14.1 General Principles

- 6.14.1.1 The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer is committed to providing workplace support to staff that experience family and domestic violence.
- 6.14.1.2 Understanding the traumatic nature of family and domestic violence the Employer will support their Employee if they have difficulties performing tasks at work. No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence. An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

6.14.2 Definition of Family and Domestic Violence

- 6.14.2.1 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). To avoid doubt, this definition includes behaviour that:
 - (a) is physically or sexually abusive; or
 - (b) is emotionally or psychologically abusive; or
 - (c) is economically abusive; or
 - (d) is threatening; or
 - (e) is coercive; or
 - (f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - (g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

6.14.3 Family and Domestic Violence Leave

- 6.14.3.1 An Employee, including a casual Employee, experiencing family and domestic violence as defined in the NES is entitled to 10 days per year of paid family and domestic violence leave for the purpose of:
 - (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (b) relocation or making other safety arrangements; or
 - (c) other activities associated with the experience of family and domestic violence.
- 6.14.3.2 This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.
- 6.14.3.3 Upon exhaustion of the leave entitlement in clause 6.13.3.1, Employees will be entitled to up to 2 days unpaid family and domestic violence leave on each occasion.

6.14.4 Notice and Evidentiary Requirements

- 6.14.4.1 The Employee shall give his or her Employer notice as soon as reasonably practicable of their request to take leave under this clause, which can be after the leave has commenced.
- 6.14.4.2 If required by the Employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 6.13.3. Such evidence may include

a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

6.14.4.3 The Employer must 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. Information will not be kept on an Employee's personnel file.

6.14.5 **Contact person**

The nominated contact person must be trained in relation to family and domestic violence and privacy issues relevant to the workplace and receive paid time off work to attend such training.

6.14.5.1 An Employee experiencing family and domestic violence may raise the issue with their immediate supervisor, Health and Safety Representatives or their Employee representative.

6.14.5.2 The Employer will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an Employee reports family and domestic violence.

6.14.5.3 Health and Safety Representatives and Employee representatives, where required, will be provided paid time off work for appropriate training in supporting Employees at the workplace who are experiencing family violence.

6.14.6 **Individual Support**

6.14.6.1 In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family and domestic violence for:

- (a) changes to their span of hours or pattern or hours and/or shift patterns;
- (b) job redesign or changes to duties;
- (c) relocation to suitable employment within the Employer;
- (d) a change to their telephone number or email address to avoid harassing contact; or
- (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

6.14.6.2 An Employee that discloses to the nominated contact person or their supervisor that they are experiencing family and domestic violence will be given a resource pack containing information in relation to external support services/agencies, referral services and other local resources.

6.15 **Community service leave**

Employees will be entitled to community service leave in accordance with the provisions of the Fair Work Act and the NES, applying as at the date of approval of the agreement.

6.16 **Skin Cancer Check leave**

Each Employee will be reimbursed the whole cost of an appointment and up to two (2) hours leave with pay once each calendar year. Where medical advice requires, additional skin checks within a 12 month period may also be reimbursed.

PART 7 AGREEMENTS

7.1 Consultative arrangements

A reasonable and effective relationship between all Employees and their representatives is seen as desirable and will be pursued by the parties. To assist this process, various consultative mechanisms will be established to ensure appropriate consultation and input into any business change plans that considers issues and policies which would impact on all Employees.

As a minimum there will be consultative forums established at an Executive Level, State Bargaining Unit level and Business Unit specific level to address the needs of the parties from time to time.

7.2 Electrical electronic training packages

The Employer will utilise approved training packages where they are reasonably available as advised by the Electro Comms and Energy Utilities Industry Skills Council Ltd (Trading as EE-Oz Training Standards). These training packages will only be utilised where they are tied to an electrical licensing or lodgement required by relevant legislation where applicable.

7.3 Trade competency recognition

The parties acknowledge the current Trade skill shortage in the electrical industry and the pressures this shortage is placing on resourcing requirements. To ensure that current skills and competencies are maintained, in light of these pressures the parties agree that all Trade Employees working for the Employer will have completed suitable, agreed, Nationally Accredited Training Packages in:

- Transmission, Distribution (T & D); and/or,
- Generation; and/or
- Electro Technologies; or
- their agreed equivalents as benchmarked by an agreed RTO, taking into account recognised prior learning.

This approach will also be maintained for trade accredited Employees working for the Employer as a sub-contractor.

7.4 Employee Representatives

7.4.1 Employees may elect a representative, or a number of representatives, for the purposes this Agreement.

7.4.2 If an Employee or Employees elect a representative, or a number of representatives for the purposes of this Agreement, and the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

7.4.3 The Employer will recognise the following rights of an Employee representative:

- (a) The right to be treated fairly and to perform their role as an Employee representative without any discrimination in their employment;
- (b) The right to be consulted and to have access to relevant information about the workplace and the Employer, including in relation to health and safety issues and any flexibility arrangements agreed to in accordance with the provisions of clause 2.3 of this agreement, provided that access to such information is not in breach of the provisions of the Privacy Act 1988 or the Act or is commercially sensitive;
- (c) The right to paid time to represent the interests of Employees whom they represent including to the Employer, the Union and/or industrial tribunals. Such paid time shall be paid inclusive of all allowances the Employee would normally receive;

- (d) The right to paid time during normal working hours to deal with matters pertaining to the employment of Employees they represent. Such paid time shall be paid inclusive of all allowances the Employee would normally receive;
- (e) The right to paid time to attend accredited industrial and dispute resolution education and training, and industry-based conferences, during normal working hours. Such paid time shall be paid inclusive of all allowances the Employee would normally receive;
- (f) The right to place information on a notice board in a prominent location in the workplace for the purpose of carrying out their role under this Agreement.

7.4.4 Where the Employer employs distinct groups of Employees with specific concerns, such as apprentices, a representative of these Employees will have the right to paid time to attend accredited industrial and dispute resolution education, and industry conferences.

7.4.5 In the event a workplace delegate would receive a more favourable entitlement under the delegates' right term in the relevant Modern Award than under this clause, the more favourable Award entitlement will operate as a term of this clause.

PART 8 SAFETY

8.1 Workplace health & safety/electrical safety

The Parties acknowledge that the electrical safety record in the industry needs to continuously improve. The Company is committed to a zero-accident philosophy providing a safe and healthy working environment for its Employees as part of this company is rolling out a Behaviour based safety program to assist Employees in raising safety awareness the success of which relies on Employee participation.

Employees are expected to participate actively in the process. The emphasis of this commitment is - identification of potentially unsafe practices and the prevention of accidents and injury. The Company has a very strict safety culture; all of the Company's policies and procedures relating to Safety are mandatory.

The parties have reached an understanding on the need for a co-operative approach on Workplace Health & Safety/Electrical safety issues.

Because of the agreement to build a cooperative approach on Workplace Health and Safety/Electrical safety issues, the Employer and the Employees agree to the following:

- the formation of a safety forum by the Employer and the Employees to overview safety performance and safety issues within the Company at a Company level.
- All Workplace Health & Safety training will only be conducted by recognised training organisations.
- All Safety equipment purchased by the Company will only be purchased from reputable and established suppliers.

8.2 Personal protective equipment (PPE)

The Company is committed to a zero accident philosophy providing a safe and healthy working environment for its Employees. The emphasis of this commitment –s - identification of potentially unsafe practices and the prevention of accidents and injury. The Company has a very strict safety culture; all of the Company's policies and procedures relating to Safety are mandatory for all Employees.

All Employees will report any accidents or near misses to their supervisor immediately. Any injuries resulting from accidents will be reported to the supervisor immediately. The supervisor will report these accidents/incidents to the Company's Safety Manager immediately.

The Company will provide personal protective equipment in accordance with the relevant Workplace Health and Safety legislation. The Company will also provide the following protective equipment made to the appropriate Australian Standard for use, when necessary, by Employees during the performance of their required duties:

- safety helmets;
- eye protection;
- skin protective cream/sun screen.
- testing equipment
- gloves;
- ear/hearing protection;
- insulating material, gloves etc
- fall protection equipment
- gum boots

Where a safety dispute arises the provisions within the relevant dispute settlement procedures will be strictly adhered to.

8.3 CPR refresher course

In addition to the CPR and other statutory training required under the Electrical Safety Act, the Employer agrees that each 6 months all Employees will be provided with “refresher” training for CPR and such other training.

This training will be provided during normal working hours and associated costs paid for by the Company.

8.4 Safety committee

The Employer and the Employees agree to the formation of a joint safety forum within 3 months of the date of lodgement of this agreement, to overview safety performance and safety issues within the Company.

This forum will meet on a 3 monthly basis or as determined by the parties and review any issues that may have arisen over the preceding period.

The parties acknowledge the importance of the joint safety committee engaging in safety audits to ensure consistent Workplace Health & Safety outcomes for Employees. The Employer commits to providing Workplace Health & Safety Officer Level Two (2) training, at an agreed training establishment for all Union nominated safety representatives engaged in such functions.

8.5 Workers safety representatives

Workers may elect a Workers' Health and Safety Representative in accordance with the Workplace Health and Safety Act (Qld) or its successor.

Where that Act requires training to be provided the Company will arrange and pay for that training (including paying wages for the ordinary hours of training).

8.6 Clothing

In order to assist Employees with work wear expenses, and promote a uniformly neat and tidy company image, the Company will provide Employees with work wear, as provided below. All clothing will be Australian made where ever practicable.

Employees will be issued with five (5) full length trousers and five (5) shirts, each item bearing the Company embroidered logo on commencement. These items of clothing will be replaced annually or more frequently on a fair wear and tear basis.

Employees that are required to work away from home will receive an initial issue of seven (7) full length trousers and seven (7) shirts, each item bearing the Company embroidered logo on commencement. These items of clothing will be replaced annually or more frequently on a fair wear and tear basis.

Where Employees have personal prescription glasses that get damaged as a consequence of work related activities, the cost of repairing/replacing the glasses will be covered by the Employer if the damage is as a consequence of fair wear and tear. The Employer will not be required to pay any additional costs over the required standard AS/NZS1337.6:2012.

8.7 Safety footwear

On commencement, the Employer must supply the Employee with safety footwear which meets the requirements of the *Workplace Health and Safety Act* and Regulations and which is of a reasonable standard of comfort.

These items shall be replaced by the Employer on a fair wear and tear basis.

If an Employee determines that the type of footwear supplied by the Company is not suitable for his/her comfort, and chooses to purchase more expensive footwear then the Employee will be reimbursed up to \$200 for replacement safety footwear on a fair wear and tear basis, conditional upon return of the safety footwear to be replaced and providing the Company with the original receipt for purchase of the replacement set.

8.8 Heat stress

The Employer acknowledges that Queensland has a climate that can cause serious injury or death if not properly managed. In order to manage workers exposure to Queensland's climate Employees will be educated in managing heat stress in relation to their particular body's metabolism.

In all circumstances the Employer will do everything reasonably practicable to ensure that workers are not putting themselves at risk of dehydration or heat stress. At no time is the Employee's health to be compromised or the Employee disadvantaged in order to meet work requirements.

In order to avoid the impacts of heat stress, the Employer will ensure that a formal risk assessment is conducted for each project. The risk assessment must cover any risks associated with working in hot, humid environments and must provide adequate control measures to minimise the incidence of heat stress or any heat related illness to a safe level.

The following table provides control measures that will be considered:

Issues	Control Measure
Shelter	Provision of air-conditioned undercover shelter (where practicable) that Employees can utilise for breaks, meals and administration.
Clothing	Provision of the Employer approved protective clothing that effectively provides UV protection.
Sun protection	Provision of 30+ sunscreen to cover any exposed areas of the body that the approved protective clothing does not cover.
Hydration	The Employer management is to ensure that Employees remain hydrated throughout periods of work. While this will occur during nominated rest pauses and meal breaks, management should also allow Employees reasonable paid time during periods of work to remain hydrated. The frequency and duration of these breaks will be at the discretion of management and guided by the temperature on site. In making a decision management must take all appropriate health and safety precautions in ensuring that the risk of heat illness is minimised to a safe level.
First Aid Equipment	Access to first aid equipment is to be readily available on all sites to all Employees.

Within six (6) months of Approval of this Agreement, the Parties will develop a Heat Stress policy. Such a policy will only be introduced by agreement and will be based on the following principles:

- Meet statutory and contractual obligations of the Employer and workers;
- Actionable strategies to eliminate risk of heat;

- Long term and short-term planning of work during warmer months;
- Education and training for all workers in the operation of the policy.

8.9 Single person tasks

The Employer and the Employees agree that prior to any future implementation of single-person tasks, a formal consultative process will be put in place to achieve a satisfactory outcome that meets all identified safety requirements and resolves the concerns of the affected Employees.

8.10 Fitness for Work

8.10.1 Fatigue Management

Fatigue management plays an important role in the Employer's objective for an injury free workplace for all Employees, contractors, consultants and visitors.

The Employer recognises that environmental factors such as heat, cold, wind etc can contribute to fatigue.

The Employer will monitor modern developments in fatigue management and review its policies accordingly.

8.10.2 Drug and Alcohol Testing

Such a policy will only be introduced by agreement and will be based on the following principles:

- Encouraging a culture of self-declaration without penalty if done so in good faith and prior to attendance at the workplace;
- Provision of support to those who are diagnosed as having a dependence on drugs and/or alcohol;
- Provision of support to those who may be required to take prescription medication that could affect their ability to undertake their role safely.

Any alcohol and other drug testing program developed in accordance with this clause will not use blood and/or urine testing.

In the event where Employees are working on sites not controlled by the Employer, the following shall apply:

- An Agreement (e.g. Mine contract) may be made between the Employer and a third party clarifying the conditions of entry including the drug and alcohol policy to be complied with. The conditions must not be less stringent than the Employers drug and alcohol testing. The conditions in this agreement must be communicated to the Employees prior to them attending site
- Employees should liaise with their Supervisor should they not be willing to comply with the type of testing in place at the site not controlled by the Employer. Such refusal does not on its own constitute grounds for reasonable suspicion testing.

PART 9 GPS AND SURVEILLANCE DEVICES

9.1 Work Scheduling Systems and Technology

The Employer will continue to use customer dispatch, work scheduling systems and other technologies to improve field resource utilisation, safety and meet regulated and non-regulated customer service obligations.

The agreed framework for dispatch of work to the appropriate crew will be developed in accordance with the agreed principles as follows:

- Will primarily be used for determining the nearest available work crew for work dispatch;
- Will not be used for intrusive monitoring or surveillance of Employees;
- Will not be used for the purposes of performance management of Employees in relation to dispatch of work; however, any system data may be used where preliminary evidence confirms serious breach of policy or misconduct.

Notwithstanding the above, where issues are identified which may indicate inappropriate behaviour the issue will be raised with the Employee at the earliest opportunity.

9.2 Surveillance

Workplace surveillance is currently regulated by general provisions contained within the Invasion of Privacy Act 1971 (Qld), Information Privacy Act 2009 (Qld), and s 227A of the Criminal Code 1899 (Qld). The collection of sensitive information requires consent from the person being filed in accordance with the Privacy Act 2009 (Qld).

Before the implementation of tracking or surveillance of Employees, the following shall be adhered to:

- a) The Employer will provide to Employees and the Union the reason and exact purpose of the type of workplace surveillance to be installed. The tracking or surveillance will generally only be deemed necessary where preliminary evidence confirms a serious breach of policy or misconduct;
- b) The Employer commits to ensuring there are no live recordings and recordings that unnecessarily record information for a different purpose as stated at (a);
- c) The Employer provides how and where the information will be stored and for how long; and
- d) Mutual consent is obtained between the Union, Employees and Employer on the implementation of the tracking and or surveillance and agreement on how and where the information will be stored.

Where the action of tracking or surveillance of employees by the Employer is necessary to confirm a serious breach of policy or misconduct it will only be done under the following principles:

- Without invasion to an employee's personal privacy;
- Only where preliminary evidence confirms a serious breach of policy or misconduct.

A matter will be deemed to be a serious breach of policy or misconduct where the likely outcome may result in termination of employment.

In the circumstance where information relating to the tracking or surveillance of Employees is being relied up on by the Employer, related to a serious breach of policy or misconduct, Employees will be provided, on written request, with access to all available related information. An Employee can authorise their nominated representative in writing to access this information on his or her behalf.

Notwithstanding the above, where issues are identified which may indicate in appropriate behaviour the issue will be raised with the Employee at the earliest opportunity prior to action of tracking or surveillance of Employees.

PART 10 SIGNATORIES

10.1 Signatories

Signed by: 
Title: CEO

For and on behalf of ETS Infrastructure Management Pty Ltd T/as ETS Vegetation Management (ABN: 38 070 013 884)

62 Industrial park Lilydale VIC 3140

Date: 22/11/2024

Print Name: PAUL TYMENSEN


Witnessed by:  Date: 22/11/2024

Print Name (Witness): MATTHEW WALLACE

Signed by:  Date: 27/11/2024

Title: Divisional Branch Secretary
For and on behalf of The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia (Electrical Division).
41 Peel Street South Brisbane Qld 4101

Print Name: Peter Ong

Witnessed by:  Date: 27/11/2024

Print Name (Witness): Kathryn Signell

SCHEDULE-1 - Classification levels (Work within the Queensland Electricity Supply Industry)**Electrical Schedule**

Level	Classification	Indicative Tasks
Level 1	Trade/Field Assistant - Grade 1	An Employee at this level may perform manual functional support duties under routine supervision. The Employee may work in a range of duties including labouring, traffic control or assisting tradespersons as an environmental observer.
Level 2	Safety Observer	In addition to the duties outlined in Level 1, a Grade 2 employee will be required to prevent injuries by closely monitoring work activities in electrically hazardous conditions, by maintaining constant visual and/or verbal contact with technicians. An employee will require to have Low Voltage Rescue (LVR) training accreditation.
Level 3	Electrician - Standard	An Employee at this level will be an experienced tradesperson holding a trade qualification as a linesperson, jointer, electrical fitter, electrical mechanic (or equivalent). The Employee will perform routine, non-complex, trade work under general supervision. This Level may be applied to electricians during their probation period or until such time as their customer service/contestable metering (MTRO) portfolio has been completed and security items (EQL Sealing Pliers) have been received.
Level 4	Electrician - MTRO	An employee at this level shall be skilled in a substantial range of activities on a range of complex equipment types. The employee will have trade qualifications & shall be either multi-skilled or experienced in trade tasks with a MTRO accreditation. The employee may perform technical duties in areas such as: Customer Service Work (including Disconnection and Reconnection Work, Cold Water Complaints and Relay exchanges), Contestable Metering (Whole Current), Coms Faults and Maintenance Work.
Level 5	Electrician - MTRO Advanced	An employee at this level shall be skilled in a substantial range of activities on a range of complex equipment types. The employee will have trade qualifications & shall be either multi-skilled or experienced in trade tasks with a MTRO accreditation. The employee may perform technical duties in areas such as: Loss of supply and Restoration of supply work, Customer Service Work (including Disconnection and Reconnection Work, Cold Water Complaints and Relay exchanges), Contestable Metering (Whole Current), Coms Faults and Maintenance Work. Employees at this level will be trained in Pole Top Rescue.
Level 6	Electrician - CT (HV+LV) Metering	An employee at this level shall be skilled in a substantial range of activities on a range of complex equipment types. The employee will have trade qualifications & shall be either multi-skilled or experienced in trade tasks with a MTRO accreditation. The employee may perform technical duties in areas such as: HV and LV CT Metering work, Loss of supply and Restoration of supply work, Customer Service Work (including Disconnection and Reconnection Work, Cold Water Complaints and Relay exchanges), Contestable Metering (Whole Current), Coms Faults and Maintenance Work. Employees at this level will be trained in Pole Top Rescue. Employees at this level will be required to have ECO (electrical connection officer) and ACO (advanced connection officer) training qualifications.
Level 7	Supervisor Electrical	An employee at this level will work as a specialist and supervise, and where necessary train other employees. The employee will possess a high level of interpersonal & technical electrical skills.

Vegetation Schedule

Level	Classification	Skills and experience
Level 1	Entry Employee	An Employee at this level has no industry experience and may work in a range of duties including Ground Clearing, Chipper Operator, Traffic Control, Labouring or Assisting Trades Persons. Level 1 Employees must advance to Level 1a within the Probation Period of the commencement of their employment with the Employer. Level 1 Employees will be trained to ensure that they are competent in all OH&S requirements. It is a preferred option to obtain an MR License in this period before progressing to Level 1a.
Level 1a	Chipper Operator	An Employee at this level performs work from instructions and procedures under routine supervision. The Employee will be engaged to ground clear, operate chipper, traffic control, assisting tradespersons and weed spraying. Employees at this level must obtain an MR Licence (excluding traffic controller)
Level 2	Tree Trimmer, EWP Operator, Jarraf Operator (ACD), Truck Attendant	An Employee at this level is employed on the clearance of vegetation in the vicinity of overhead powerlines. Employee will hold EWP licence or level 2 chainsaw ticket. Must maintain MR licence.
Level 3	Advanced Tree Trimmer, Experienced Tree Faller, Scoper, Climber, Advanced Jarraf (Aerial Cutting Device) Operator	An employee at this level must have a minimum 3 years' experience in clearing vegetation around overhead powerlines and a Certificate II in electro technology, or have 3 years' experience in climbing or scoping. Certificate II training in electro technology will not be unreasonably withheld and will be offered in accordance with operational requirements. Must maintain MR licence. A Jarraf or ACD Operator employee who has the appropriate hours and cutting undertaken assessment by an RTO. Operator NOTE: Employees upskilled with Cert 3 ESI qualification to work in other states for ETS will not automatically be paid Level 3 rates upon their return to Queensland, unless they are appointed to a Level 3 role in Queensland.
Level 3a	Field Team leader/ scoper Employee in charge	An employee at this level shall be involved in co-ordinating and leading work Team groups and/or liaising and negotiating with customers and/or auditing OHS requirements. This employee shall have the ability to train and provide guidance to others in the work team. The employee must have a minimum of 3 year's experience in the clearance of vegetation in the vicinity of overhead powerlines or equivalent experience.
Level 4	Tradesperson	An Employee at this level shall be an experienced tradesperson holding a trade qualification as a linesperson, jointer, electrical fitter, electrical mechanic or equivalent. The Employee shall perform routine, non-complex, trade work under general supervision.
Level 5	Tradesperson (Advanced, Live Linesmen (Stick)	Tradesperson (Advanced, Live Linesperson (Stick) less than 1 years' experience on Vegetation works.
Level 6	Live Linesperson (Stick)	An Employee at this level shall be a qualified and certified Live Line Stick Operator.

Level 7	Live Linesperson (Glove and Barrier)	An employee at this level shall be a qualified and certified Live Line Glove and Barrier Operator
Level 7a	Vegetation Supervisor	An Employee at this level shall be involved in co-ordinating and supervising work groups and/or liaising with customers and/or auditing OHS requirements. This Employee shall have the ability to train and provide guidance to others in the work team. In addition, the Senior Supervisor will plan & program Live Line works in their area and co-ordinate their activities, as well as acting as 2IC to the Operations Manager, along with other tasks as delegated. The Employee must have a minimum of 3 years' experience worked in the clearance of vegetation in the vicinity of overhead powerlines or equivalent experience.

SCHEDULE 2 - Wage Rates (Work within the Queensland Electricity Supply Industry)**ELECTRICAL**

The rates contained in this schedule are inclusive of the following allowances/loadings:

- Attraction & Retention Allowance
- Supervisor Attraction & Retention Allowance
- EDSD Allowance
- Locality Allowance
- Substation and Test Department Allowance
- Power Station Allowance
- Mobility Allowance
- Multi-Story Allowance
- Annualised Allowance
- Confidential Allowance
- Nominees Allowance
- Tradespersons Allowance
- Allowances - Special Sites (Weipa)
- Construction, reconstruction, alteration, repair and/or maintenance work Allowance
- Civil and mechanical engineering structures Allowance
- Height Money
- Foreperson Allowance
- Live Sewer Work Allowance
- Motor vehicles drawing trailers Allowance
- Underground Work Allowance

Level	Classification	First full pay period on or after 9th July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
Level 1	Trade/Field Assistant Grade 1	\$50.03	\$52.29	\$54.12	\$55.74
Level 2	Safety Observer	\$54.06	\$56.50	\$58.47	\$60.23
Level 3	Electrician – Standard	\$64.79	\$67.70	\$70.08	\$72.17
Level 4	Electrician – MTRO	\$65.58	\$68.54	\$70.93	\$73.06
Level 5	Electrician – MTRO Advanced	\$67.03	\$70.05	\$72.50	\$74.68

Level 6	Electrician – CT (HV+LV) Metering	\$68.38	\$71.46	\$73.96	\$76.18
Level 7	Supervisor Electrical	\$78.26	\$81.78	\$84.64	\$87.18

VEGETATION

The rates contained in this schedule are inclusive of the following allowances/loadings:

- Attraction & Retention Allowance
- ESDS Allowance
- Locality Allowance
- Nominees Allowance
- Tradespersons Allowance
- Construction, reconstruction, alteration, repair and/or maintenance work Allowance
- Civil and mechanical engineering structures Allowance
- Foreperson Allowance

Level	Classification	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
Level 1	New employee	\$51.63	\$53.95	\$55.84	\$57.52
Level 1a	Chipper Operator	\$52.18	\$54.53	\$56.43	\$58.13
Level 2	Tree Trimmer, EWP Operator, Jarraf Operator (ACD), Truck Attendant	\$53.94	\$56.36	\$58.34	\$60.09
Level 3	Advanced Tree Trimmer, Experienced Tree Faller, Scoper, Climber, Advanced Jarraf (Aerial Cutting Device) Operator	\$55.74	\$58.25	\$60.29	\$62.10
Level 3a	Field Crew Team Leader/Scoper (Employee in Charge)	\$60.32	\$63.03	\$65.24	\$67.19
Level 4	Tradesperson	\$60.44	\$63.16	\$65.37	\$67.33
Level 5	Tradesperson (Advanced, Live Linesmen (Stick))	\$63.04	\$65.88	\$68.19	\$70.23

Level 6	Live Linesperson (Stick)	\$63.63	\$66.49	\$68.82	\$70.89
Level 7	Live Linesperson (Glove & Barrier)	\$64.75	\$67.66	\$70.03	\$72.13
Level 7a	Vegetation (Senior) Supervisor	\$68.49	\$71.57	\$74.08	\$76.30

Junior Apprentice Rates

Apprentice rates are calculated on the following basis:

- 1st Year - 60% Tradesperson Rate
- 2nd Year - 70% Tradesperson Rate
- 3rd Year - 80% Tradesperson Rate
- 4th Year - 90% Tradesperson Rate

Junior Apprentice				
	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
1st year	\$38.98	\$40.74	\$42.16	\$43.43
2nd year	\$45.48	\$47.52	\$49.19	\$50.66
3rd year	\$51.97	\$54.31	\$56.21	\$57.90
4th year	\$58.47	\$61.10	\$63.24	\$65.14

Adult Apprentices Rates

Adult Apprentices rates are calculated on the following basis:

- 1st Year - 75% Tradesperson Rate
- 2nd Year - 80% Tradesperson Rate
- 3rd Year - 84% Tradesperson Rate
- 4th Year - 90% Tradesperson Rate

Adult Apprentices				
	First full pay period on or after 9 July 2024	First full pay period on or after 1 April 2025	First full pay period on or after 1 April 2026	First full pay period on or after 1 April 2027
1st year	\$48.73	\$50.92	\$52.70	\$54.28
2nd year	\$51.97	\$54.31	\$56.21	\$57.90
3rd year	\$54.57	\$57.03	\$59.03	\$60.80
4th year	\$58.47	\$61.10	\$63.24	\$65.14