

**FORCE CONTRACTS (WA) PTY LTD
ENTERPRISE AGREEMENT 2024**

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1. TITLE

This Agreement shall be known as the **Force Contracts (WA) Pty Ltd Enterprise Agreement 2024**.

2. ARRANGEMENT

Not used

3. AREA AND SCOPE

- 3.1.** This Agreement shall apply to work performed by Employees of **Force Contracts (WA) Pty Ltd** – ACN/ABN – 19 671 016 390 employed within the classifications outlined in Schedule A on Projects within the State of Western Australia.

4. DEFINITIONS

The following definitions shall apply to this Agreement:

- 4.1. Agreement** means this Enterprise Agreement.
- 4.2. Casual Employee** means an Employee who is engaged and paid as such with a 25% loading on the all-purpose ordinary full-time rate.
- 4.3. Classifications** means the trade classifications as set out in Schedule D and apprentices within those classifications.
- 4.4. Commercial Sector of the Building, Construction and Electrical/Communications Contracting Industry** means the wiring, repair, commissioning, service and installation of electrical/communications work on buildings, structures and amenities used for commercial purposes, including fit out works, refurbishment and renovations, on office buildings, shops, offices, hotels, motels, apartment buildings, shopping centres, sports venues/facilities, hospitals, medical centres, prisons, quarantine and detention centres, airports, aged care/retirement homes, data centres, schools/colleges/universities, renewables of solar, battery storage, wind, Stand Alone Power Systems (SAPS) and EV charging, all public transport infrastructure, roadworks, defence facilities, ports and facilities associated with those developments (including car parks and infrastructure) for which Australian Standards of electrical work are applied. It does not include the private residential housing sector.
- 4.5. Company** means Force Contracts (WA) Pty Ltd.
- 4.6. Consultative Committee** means a consultative committee established in accordance with clause 9.
- 4.7. Continuous Shift Worker** means workers who work over a roster cycle that includes any of the seven (7) days of the week; and who are regularly rostered to work Sundays and Public Holidays, and are entitled to an extra week of annual leave as per s.196 of the Fair Work Act 2009.
- 4.8. FW Act** means the Fair Work Act 2009 (Cth) as amended or replaced.
- 4.9. FWC or Commission** means the Fair Work Commission.
- 4.10. Immediate family** means immediate family as defined in the FW Act.
- 4.11. Household member** means any other person who lives with the Employee as a member of their family, including legally adopted, fostered or step family.
- 4.12. Leading Hand** means an employee appointed by the Company to be in charge of work.

- 4.13. NES** means National Employment Standards as prescribed by the FW Act and as amended from time to time.
- 4.14. Part-time Employee** is an employee engaged and paid as such. A part-time Employee is entitled to all the benefits of this Agreement on a pro rata basis of 1/36th of the full-time entitlement for each hour worked. Part-time Employees shall be informed of their regular rostered hours at their engagement.
- 4.15. Perth CPI** means the CPI index rate published on ABS Catalogue 6401.0 - Perth All Services for the period December to December immediately prior and closest to review date.
- 4.16. Projects** means projects within the Commercial Sector of the Building, Construction and Electrical/Communications Contracting Industry.
- 4.17. Project Contract Value** means the project contract value as determined by the BCI Australia Reports or the project contract value assigned by the builder to the scope of work to be undertaken by the Company, whichever is the greater and comprising:
- a) preliminary costs and profit margin;
 - b) trade packages (including supplier and subcontractor costs); and
 - c) provisional sums; and
 - d) in the event that the project is divided into two or more packages is the combined value of all relevant packages.
- 4.18. RDO** means a rostered day off accrued in the manner as outlined in clauses 17.5 and 17.6 of this Agreement.
- 4.19. Standby** means to be available, , to attend the workplace as directed by the Company and perform duties as directed for such periods as required by the Company;
- 4.20. Union** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia – Electrical Division - ETU WA Branch (ETU).

5. PARTIES BOUND

5.1. This Agreement is between:

- a) Force Contracts (WA) Pty Ltd ("the Company"); and,
- b) Employees of the Company when they are engaged in one of the classifications contained in Schedule D; and,
- c) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU or ETU WA Branch or ETU).

6. DATE AND PERIOD OF OPERATION

6.1. This Agreement shall commence seven (7) days after approval by the FWC and operate until it ceases to operate in accordance with Section 54(2) of the Act. The nominal expiry date shall be **12 May 2028**.

6.2. This Agreement shall continue to operate after its nominal expiry date until terminated or replaced. The Company shall commence negotiations for a new agreement to replace this Agreement no later than four (4) months prior to the expiry of this Agreement, during which time the Company shall be available to meet for negotiations with nominated and appointed employee bargaining representatives on a regular basis. To facilitate best practice good faith bargaining, and at a time agreed to between the Parties, Employees shall be allowed a three (3) hour paid meeting in normal ordinary working hours at a suitable venue, to discuss and endorse or otherwise their current and future agreement. A month's notice (30 days) shall be given to the Company of the date and location of the meeting.

6.3. This Agreement shall operate to the exclusion of any Award other than the Electrical, Electronic and Communications Contracting Award 2020 and no other collective agreement, pre-reform certified agreement, preserved state agreement or notional agreement preserving state awards shall have any effect in relation to Employees covered by this Agreement while this Agreement is in operation, after its nominal expiry date or until terminated or replaced.

6.4. The National Employment Standards (NES) apply at all times to Employees covered by this Agreement. Where the NES provides, or is varied to provide, a benefit, condition or entitlement more favourable in a particular respect than that contained in this Agreement, it shall be overridden to the extent of any less favourable inconsistency with the NES.

6.5. To avoid doubt, the Workers Compensation and Injury Management Act 1981 as amended from time to time, shall have full effect and nothing in this Agreement shall operate to vary or exclude the operation of that Act. An employee in receipt of weekly worker's compensation payments shall be entitled to annual leave accruals, and weekly severance accruals/payments to Protect as per this Agreement during any period in which the employee is in receipt of weekly workers' compensation payments.

7. NO EXTRA CLAIMS

7.1. During the term of this Agreement the parties will make no extra claims for any changes in the terms and conditions of employment including remuneration, unless all named parties to the Agreement agree to any proposed changes/variations. The parties agree that this Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment relationship.

8. CONSULTATION TERM & MAJOR CHANGE

8.1. In this clause:

Relevant Employees means the Employees who may be affected by a change referred to in clause 8.

8.2. This term applies if the Company:

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

Major Change

8.3. For a major change referred to in paragraph 8.2(a) the Company must notify the Relevant Employees and employee representatives of the decision to introduce the major change; and clauses 8.4 to 8.5 do not apply.

8.4. The Relevant Employees may appoint representative/s for the purposes of the procedures in this term, including their Union.

- 8.5.** If:
- a) a Relevant Employee appoints, or Relevant Employees appoint, representatives for the purposes of consultation; and
 - b) the Employee or Employees advise the Company of the identity of the representatives;
 - c) the Company must recognise the representative/s.
- 8.6.** As soon as practicable after making its decision, the Company must:
- a) discuss with the Relevant Employees:
 - b) the introduction of the change; and,
 - c) the effect the change is likely to have on the Relevant Employees; and,
 - d) measures the Company is taking to avert or mitigate the adverse effect of the change on the Relevant Employees; and,
 - e) For the purposes of the discussion - provide, in writing, to the relevant Employees:
 - all relevant information about the change including the nature of the change proposed; and,
 - information about the expected effects of the change on the Relevant Employees; and,
 - any other matters likely to affect the Relevant Employees.
- 8.7.** However, the Company is not required to disclose confidential or commercially sensitive information to the Relevant Employees.
- 8.8.** The Company must give prompt and genuine consideration to matters raised about the major change by the Relevant Employees/employee representatives.
- 8.9.** In this term, a major change is likely to have a significant effect on Employees if it results in:
- a) the termination of the employment of Employees; or,
 - b) major change to the composition, operation or size of the Company'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.
- 8.10.** For a change referred to in paragraph 8.2(b):
- a) the Company must notify the Relevant Employees of the proposed change; and
 - b) clauses 8.4 to 8.8 apply.

9. CONSULTATIVE COMMITTEE

- 9.1.** The Company shall facilitate the establishment of a Consultative Committee to monitor and administer the terms and conditions/entitlements of this Agreement.

- 9.2.** The Consultative Committee shall be made up of two (2) Company and two (2) Employee Representatives, the latter two being majority nominated by their on the job peers.
- 9.3.** The Consultative Committee shall meet not less than yearly to review the implementation and application of this Agreement and to raise, discuss and resolve matters or issues that are relevant to this Agreement.
- 9.4.** Decisions made by the Consultative Committee must have majority acceptance by the employees. The Company shall keep a hard & soft copy of this Agreement in a known & convenient place in the workshop, site office and crib facilities on all their work sites.

10. ENTERPRISE FLEXIBILITY

- 10.1.** All Employees will carry out lawful direction and duties provided they are safe, within their skill, competency/licensing and training and the Employee is capable of performing these in a safe manner.
- 10.2.** Where alternative working arrangements to those described in this Agreement are identified, which would allow for greater flexibility and/or increased productivity, these may be implemented provided that there is agreement from the majority of the workforce/employees in the area's concerned.

11. FLEXIBILITY ARRANGEMENTS

- 11.1.** The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) the agreement deals with 1 or more of the following matters:
- Arrangements about when work is performed in relation to hours of work;
 - Overtime rates;
 - Penalty rates;
 - Allowances; and,
 - Leave loading.
- b) the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph a); and,
- c) the arrangement is genuinely and mutually agreed to by the Company and Employee.

- 11.2.** The Company must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the FW Act 2009; and,
- b) are not unlawful terms under section 194 of the FW Act 2009; and, result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 11.3.** The Company must ensure that any individual flexibility arrangement:

- a) is agreed in writing; and,
- b) includes the name of the Company and the Employee; and,
- c) is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and,

- d) includes details of:
- the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and,
 - how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and,
- e) states the day on which the arrangement commences.

11.4. The Company must give to the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

11.5. The Company or Employee may terminate the individual flexibility arrangement:

- a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or,
- b) if the Company and Employee both agree in writing - at any time.

12. SEVERANCE/REDUNDANCY

12.1. Each Employee covered by this Agreement shall accrue severance pay allowance of \$75.00 per week of service with the Company, and this is to be paid into the Protect Severance/Redundancy fund on a monthly basis. Severance accruals/payments shall be made during any period of annual leave, RDO's, sick/personal leave, jury/community service leave, family/domestic violence leave. No accrual shall occur on any unpaid leave, other than abovementioned, or un-authorized leave.

12.2. The provisions of this clause shall not apply to Casual Employees or service as an apprentice.

12.3. In the event of a redundancy, a permanent Employee's entitlement to severance/redundancy pay under the NES payable by the Company, shall be reduced by the amount the Company has contributed to the Protect severance/redundancy fund on his/her behalf.

12.4. The amount of redundancy pay provided for in the NES is set out in the following table:

Period of continuous service	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks

At least 10 years	12 weeks
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13. PROBATIONARY PERIOD

- 13.1.** All Employees will be initially engaged for a ten (10) week period of probationary employment for the purpose of determining the Employee's suitability for ongoing employment.
- 13.2.** An Employee on probation may be terminated by the Company during the probation period by giving one weeks' notice or by payment in lieu thereof.
- 13.3.** The probation period forms part of an Employee's service for all purposes of this Agreement except where otherwise specified in the Agreement.

14. TERMINATION OF EMPLOYMENT

14.1. Employment may be terminated:

- a) in the case of casual Employees, by either party giving one days' notice;
- b) by full time and/or part time employees with up to 12 months service giving one week's written notice and by full time and/or part time employees with more than 12 months service giving 2 weeks' notice.
- c) without notice by the Company for serious misconduct; or,
- d) with notice or payment in lieu of notice in the amount prescribed by the table below in any other circumstance when the Company gives an Employee notice; or,

Employee Period of continuous service with the Company	Notice Period by Company
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

14.2. Return of Property:

Upon termination Employees shall immediately return all Company issued property to the Company.

14.3. Seeking employment upon termination.

Where the Company has given notice of termination to an Employee, an Employee must be allowed up to one days' time off without loss of pay during any notice period for the purpose of seeking other employment. Those over 45 years of age shall be entitled to two days' paid time off during any notice period to seek other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Company.

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15. CASUAL EMPLOYEES

15.1. Casual employment will not be used for the purpose of undermining the job security of permanent employees or for the purposes of avoiding obligations arising under this Agreement. A twenty-five (25)% loading shall apply to the full time, all-purpose ordinary hourly rate of the relevant classification.

15.2. Casual employees may only be engaged in the following circumstances:

- a) to meet short term work demands, or if unexpected or unusual work demands arise; or,
- b) to replace a permanent employee during a period of any leave or whilst in receipt of weekly workers compensation payments or income protection; or
- c) to cover any periods of overtime, or afternoon or night shift work where insufficient permanent employees have agreed to undertake the overtime or rostered shifts; or
- d) to carry out work in emergency circumstances; or,
- e) to perform work that requires specialist skills that is unable to be practicably undertaken by a permanent employee; or,
- f) other circumstances agreed between the Company and the Union.

15.3. Casual Employees must be engaged and paid for not less than four (4) hours on any given day of work.

15.4. Maximum period of casual employment

An employee may only be engaged as a casual employee for a maximum cumulative period of ten (10) weeks in a six-month period. If they are rehired within this period such that the cumulative engagement exceeds ten (10) weeks duration, then they shall be offered employment as a full-time employee.

16. JOB SECURITY/CONTRACTORS & LABOUR HIRE

16.1. The parties are committed to maintaining and improving the job security of employees.

16.2. The Company accepts that the Union has a legitimate role to protect and improve the job security of employees covered by this Agreement, and may assist the Company in doing so.

16.3. The parties accept that permanent, in-house, direct hire employment will be the normal basis of employment for any work within the scope of this Agreement. The Company will use reasonable endeavours to maximise such employment.

- 16.4.** The parties recognise that the use of labour hire to perform work of the type which could be performed by employees covered by this agreement, can affect the job security of these employees.
- 16.5.** The parties agree that labour hire employees may be utilized to cover any periods of overtime, or afternoon or night shift work where insufficient permanent employees have agreed to undertake the overtime or rostered shifts.
- 16.6.** If the Company is considering the engagement of labour hire to perform work within the scope of this Agreement other than in accordance with clause 16.5, the Company will notify and consult with the Union and employees regarding this matter. The consultation will focus on measures which could be implemented by the parties to increase the amount of the work which could be performed by direct employees covered by this agreement. As part of the consultation process, the Company will inform the Union in writing of the Company's reason for considering the engagement of labour hire, the identity of the labour hire provider, the amount and type of work to be performed by the labour hire workers, the number of labour hire workers and the duration of the expected engagement of the labour hire. Such consultation shall occur in good faith in an open, timely, honest and transparent manner.
- 16.7.** In the interests of maintaining and improving job security of employees covered by this Agreement, if the Company engages labour hire, it will require the labour hire provider to perform work or engage its workers to be on rates of pay, allowances, entitlements and conditions at least equal to that which employees covered by this Agreement would be entitled to.
- 16.8.** No permanent employee will be made involuntarily redundant whilst labour hire employees, or casual employees engaged by the Company are performing work that is or has been performed by the Employees covered by this Agreement.
- 16.9.** For clarity, nothing in this clause applies to:
- a) any Group Training Organisation (GTO), Registered Training Organisation (RTO) for apprentices, and
 - b) specialist contractors who perform distinctly different work

17. GENERAL PROVISIONS

- 17.1.** The Company shall pay wages weekly, on the basis of the rates as prescribed in Schedule A of this Agreement.
- 17.2.** Site allowances shall be paid to all Employees for all hours of work on Projects as prescribed in Schedule B. Site allowance shall not be taken-into-account in calculating overtime, penalty rates, annual leave, sick leave or any other leave and is a flat hourly payment.
- 17.3.** Ordinary hours for a full time Employee will average thirty-six (36) hours per week over a defined work cycle and are to be worked Monday to Friday between 6.00am and 6.00pm as required by the Company. The ordinary hours for a part time Employee will average less than thirty-six (36) hours per week.
- 17.4.** The ordinary hours of work shall be consecutive except for paid and an unpaid meal break each day.
- 17.5.** Working hours will be arranged on a system which provides for an Employee to accrue two rostered days off over a four (4) calendar week work cycle. This will be done by the Employee working forty (40) ordinary hours each week, being paid thirty-six (36) hours all-purpose ordinary time pay and accruing four (4) hours all-purpose ordinary time pay towards a rostered day off.

17.6. It is recognised that currently, the working calendar may not be synchronised with that of the building/construction industry on all sites. It is agreed that the Company and Employees will maintain flexibility in the planning and taking of RDO's to cover work requirements where such an inconsistency arises. An employee roster of RDO's shall be instigated on a site by site basis to facilitate regular RDO use and site manning requirements. An accrued RDO shall not be refused otherwise. Where the majority of workers on a particular site take an RDO, so too shall the employees, such as on lock down weekends and/or Public Holiday long weekends. At least one accrued RDO per every four weeks shall be taken to meet work, life balance.

17.7. Meal Breaks and Rests:

- a) An Employee, other than a shift worker, is entitled to an unpaid meal break of not less than thirty (30) minutes after not less than five (5) hours worked, and a paid smoko/rest break of not less than fifteen (15) minutes.
- b) A shift worker will be entitled to a paid meal break of thirty (30) minutes per shift.
- c) Meal breaks will be at the discretion of the Company on a site by site basis in consultation with employees, provided that an Employee must not be compelled to work for more than six hours without a break for a meal. Where possible the normal meal break should be near as practicable to the middle of the period of duty or shift in lieu thereof.
- d) For all work done during the normal meal break and thereafter until a meal break is allowed, time and a half rates must be paid.
- e) An Employee employed on regular maintenance work, must work during meal breaks at the ordinary rate of pay herein prescribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.
- f) Employees may also be requested to work reasonable overtime as requested by the Company. Where an Employee is required to work two or more hours of overtime after normal ceasing time, an additional paid rest period of fifteen (15) minutes shall apply and may be taken after the normal ordinary hours ceasing time.

17.8. Reasonable overtime

- g) Subject to clause b) the Company may require an Employee to work reasonable overtime paid at overtime rates provided that the Company will provide an Employee with one week's notice of the requirement to work overtime, or if agreed by the employee a lesser period of notice.
- h) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
 - any risk to the Employee's health and safety;
 - the Employee's personal circumstances, age (under 18 years of age or mature age of 45 years and onwards), personal, family, community, cultural and religious responsibilities;
 - the needs of the workplace or enterprise;
 - the notice given by the Company of the overtime and by the Employee of their intention to refuse it; and,
 - any other relevant matter.

- 17.9.** An Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the Employee does not have at least ten (10) consecutive hours off duty between those times shall, subject to this paragraph, be released without loss of pay for ordinary working time occurring during such absence.
- 17.10.** If, on the instruction of the Company, such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty the Employee shall be paid at double rates until they are released from duty for such period and shall then be entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 17.11.** An Employee required to work overtime for more than two hours without one weeks' prior notice shall be supplied with a meal by the Company or be paid twenty-five dollars (**\$25.00**) for such meal and for a second or subsequent meal, if so required.
- 17.12.** Employees shall:
- i) undertake the work required of them on a Project in a diligent and cooperative manner;
 - j) support the Consultative Committee as outlined in this Agreement; and
 - k) agree to abide by the Company's policies and procedures, where lawful, and the provisions of this Agreement.

18. PAYMENT OF OVERTIME/SHIFTWORK/RECALL/STAND-BY

- 18.1.** Subject to the provisions of this sub-clause:
- a) all work performed outside of the ordinary hours of any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Part time Employees shall be paid overtime for all hours worked beyond their regular rostered hours per week Monday to Friday inclusive, at a rate of time and one half for the first two (2) hours and double time thereafter;
 - b) work performed on Saturdays prior to twelve (12.00) noon shall be paid for at the rate of time and a half (1.5x) for the first two hours and double time (2.0x) thereafter;
 - c) work performed on Sundays shall be paid for at the rate of double time for all hours worked;
 - d) work performed on any day prescribed as a public holiday under this Agreement shall be paid for at the rate of double time and a half (2.5x);
 - e) work performed during a concrete pour or as emergency works in accordance with clause 34.3.a) in Inclement Weather shall be paid at double time except that on a public holiday shall be paid at triple time.
- 18.2.** In calculating overtime each day shall stand-alone but when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this sub-clause.
- 18.3.** The penalty rates and overtime rates prescribed in this clause are not cumulative.
- 18.4.** Minimum Payment

An Employee required to work overtime on a Saturday, Sunday or public holiday prescribed in the Agreement must be paid a minimum of four hours (4) at the appropriate overtime rate/s.

18.5. Shiftwork:

Definitions for the purposes of this Agreement;

- a) "Night shift" means any shift where ordinary hours finish after midnight and at or before 8.00am.
- b) "Afternoon shift" means any shift where ordinary hours end after 6.00pm and at or before midnight.
- c) "Rostered shift" means a shift of which the Employee concerned has had at least one weeks' notice (seven (7) full days) of commencement of any rostered shift.
- d) Prior to shift work being worked, the Company shall consult with and seek agreement with relevant Employees to volunteer to work shifts and subject to the Employees who volunteer having the appropriate skills, shall utilise those Employees to work the required shifts. If there are insufficient Employees who volunteer, the Company has the right to seek volunteers from amongst Employees on other Company work sites and subject to the Employees who volunteer having the appropriate skills, shall utilise those Employees to work the required shifts. If there are still insufficient Employees who volunteer, the Company may:
 - engage casual employees;
 - engage labour hire workers; or
 - pursue the issue through the dispute resolution process in this Agreement.
- e) Shift work is deemed to be any arrangement of working hours which constitutes an Afternoon Shift or Night Shift
- f) Ordinary hours for shift Employees will average thirty-six (36) hours per week over a defined work cycle and will not commence before 8.00pm on Sunday night. The day on which the majority of ordinary hours on the shift fall shall be deemed as the day on which the total shift is worked.
- g) An employee rostered on Night shift will be entitled to a paid meal break not exceeding thirty (30) minutes as part of ordinary hours. The Company may stagger the time of taking a meal break to meet operational requirements, in consultation and agreement with affected employees.
- h) Where an Employee is working Night shift and is changed to day work, or vice versa (days to nights), and due to the change misses the opportunity to work their ordinary rostered shift because of the change, the Employee will be paid 7.2 hours at their applicable all-purpose ordinary hourly rate of pay for the lost opportunity to complete the rostered shift before resuming day/Night Shift.
- i) Any one-off type shiftwork outside normal work hours shall be notified of with at least two full day's (2) notice to employees, unless otherwise agreed with an employee.

18.6. Overtime

All time worked by a Shift Worker in excess of, or outside of, the ordinary hours (inclusive of time worked for accrual purposes), shall be paid for at the rate of time and a half the first two hours and double time thereafter.

18.7. Shift Allowances

Subject to clause 18.10, Employees on Afternoon shift shall be paid one hundred and thirty-five per cent (135%) of the all-purpose ordinary rate and Night shift shall be paid one hundred and forty per-cent (140%) of the all-purpose ordinary rate for each hour worked up to the first eight (8) hours, Where an Employee working Afternoon shift or Night shift works hours in excess of eight (8) hours, the Employee shall be paid at the overtime rates provided in clause 18.6.

18.8. Saturdays

Employees working shifts between midnight on Friday and midnight on Saturday shall be paid at the minimum rate of double time for ordinary hours of work.

18.9. Sundays

Where shifts commence between eleven (11.00)pm and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the Employee to the Sunday or holiday rate; provided that the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or holiday, that shift, the major portion of which falls on a Sunday or a holiday, shall be regarded as the Sunday or holiday shift.

18.10. Five Successive Shifts

Shift Workers who work on any Afternoon shift or Night shift which does not continue for at least five (5) successive afternoons or nights, shall be paid at double time rates during such shift in lieu of the shift loading as per clause 18.7. The consecutive nature of shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday, RDO, on any public holiday, or on any day of authorised leave.

18.11. Recall and Standby

An employee shall be entitled to **\$60 per day** for any period of required Standby, and **\$100** per day on any weekend day or Public Holiday. If called out to work at any time outside the span of ordinary hours, a minimum call-out payment at double time rates for four (4) hours shall apply. If an Employee is required to be on Standby on a public holiday as prescribed in this Agreement and is called out to work, the Employee will be paid for a minimum of 4 hours at the rate of 300% of the ordinary rate.

19. LEADING HAND ALLOWANCE

19.1. A Leading Hand shall be paid an all-purpose rate/loading as set out in Schedule B.

19.2. The Company, in consultation with the relevant Employee, will determine the appropriate all-purpose Leading Hand loading on the basis of the skills, experience and expertise of the Employee and the work being undertaken.

19.3. Any Employee engaged in undertaking leading hand duties at the request of the Company on a temporary basis totalling two days or more in any one week shall be paid the appropriate leading hand loading for the full week on all hours worked for that week.

19.4. Leading hand all-purpose allowance shall continue to be paid on any form of paid leave and RDO's and is included in calculating superannuation.

20. FIRST AID ALLOWANCE

20.1. An Employee holding a current Workplace First Aid and Resuscitation qualification of the St John Ambulance Association or a current First Aid qualification of the Australian Red Cross Society, or other similar qualified and registered entity, shall be paid a flat allowance as set out in Schedule B if they are appointed by the Company in writing to perform first aid duties in addition to their usual duties. HLTAIDO11 – Provide First Aid course is the minimum course qualification.

21. PROVISION OF TOOLS

21.1. All Employees including apprentices are required to provide the following tools needed to carry out their trade and maintain them in a safe and serviceable condition:

- a) Insulated pliers,
- b) Voltage tester/test lamps,
- c) Insulated side cutters,
- d) Full set of various types of sizes of screwdrivers, flat and Philips type
- e) Long nose pliers,
- f) Claw hammer,
- g) Five metre tape measure,
- h) 150mm Spirit level,
- i) Cable stripping tools,
- j) Variable set square, Key hole or plaster saw,
- k) Files,
- l) 6-inch adjustable spanner,
- m) 8-inch adjustable spanner,
- n) Multi-grips or vice grips,
- o) Chalk string line,
- p) Battery operated torch,
- q) Mash hammer,
- r) Cold chisels,
- s) Wood chisels,
- t) Hacksaws,
- u) Tin snips,
- v) Small cable crimping tools, and
- w) Tool box/bag.

21.2. The Company is responsible under this clause for the provision of specialised tools and equipment and/or consumable equipment including the following (except as provided for in clause 21.1 above):

- a) All power tools,
- b) Specialised crimping, cutting and termination tools,
- c) Consumables, hacksaw blades, drill bits, knife blades, hole saws and arbors
- d) Battery operated tools other than as specified above, and
- e) Specialised test equipment.

- 21.3.** The Company shall provide a waterproof and secure/lockable place, on each site/job/workshop/company vehicle (lockable), for the safe-keeping of an Employee's tools when not in use.
- 21.4.** Subject to clause 21.5 the Company shall indemnify an Employee in respect of any tools of the Employee that are stolen while stored securely on site, in company cars, in personal cars if the Employee has been directed or authorized by the Company in accordance with clause 26 to use their own vehicle and the vehicle is located at Company premises or a worksite, office or workshop. The Employee is not indemnified with respect to any tools stored in a personal vehicle at any location other than at the Company's premises or at a worksite.
- 21.5.** Employees shall be indemnified up to three thousand dollars (\$3000) for stolen/lost tools in company care if all tools are stolen. This must be paid within two weeks of tools being stolen and subject to the Employee having met the requirements of safe storage. The Company shall ensure each employee provides a complete list of their tools to ensure prompt reimbursement payment as the insurance process proceeds. Should an employee provide documented proof by way of receipts/invoices that the value of his/her tools are greater than \$3000 in value, then the employee will be entitled to be indemnified up to \$3500.

22. SUPERANNUATION

- 22.1.** The Company will pay the required contributions no less than monthly into a complying superannuation fund on behalf of the Employee and in accordance with the relevant legislation as amended from time to time, or more frequently if required by applicable legislation.
- 22.2.** Employees may choose to have their contributions paid into Cbus Super or any other complying Superannuation fund. New Employees who do not nominate a fund or have a stapled fund identified by the Commissioner of Taxation, will have their contributions paid into the Company's default Superannuation fund, C Bus. Employees may elect to change funds a maximum of once in each twelve (12) months.
- 22.3.** Superannuation payments shall be made by the Company to employees for all-purpose ordinary hours and allowances, and when employees are on any period of paid and or approved paid leave. The amount will be the current percentage (%) rate as per the legislated Superannuation Guarantee (Administration) Act 1992(SG) as amended from time to time.
- 22.4.** Upon commencement of employment with the Company a new Employee may request in writing to have a component of the Employee's wage sacrificed as an additional contribution. In order for the request to be approved, the Employee's request must be made before the Employee commences any work under their contract of employment and may be adjusted once a year only in July each year.
- 22.5.** Current Employees may make a written request to have a component of the Employee's wage sacrificed as an additional contribution to their complying fund. The Company will comply with the request provided that it is made by the Employee before 1 July in any year. Current Employees may also request an adjustment to sacrificed amounts once a year only in July each year.
- 22.6.** Where an Employee elects to salary sacrifice, the Employee will receive less actual pay than their classification rate specified in this Agreement, equivalent to the portion sacrificed.
- 22.7.** Apprentices are also eligible to participate in the salary sacrifice arrangements outlined above.
- 22.8.** Where an Employee chooses to sacrifice an amount of their salary/wages, the Company's contribution will be made as the relevant percentage of the Employee's pre-sacrifice salary.

23. LONG SERVICE LEAVE

23.1. The Construction Industry Portable Long Service Leave Act 1985, as amended from time to time, and known as My Leave, shall apply to Employees covered under this Agreement.

24. INCOME PROTECTION

24.1. The Company shall implement a policy of income protection with a scheme called Protect for Employees covered by this Agreement. The policy shall provide for income protection of up to \$1400 gross per week for electrical tradespeople, comms techs and trades assistants and up to \$1200 per week for apprentices, with a qualifying two (2) week period or 4 weeks for sporting injuries). Annual leave accruals and long service leave accruals shall continue to be made during any period under income protection, up to 104 weeks.

24.2. From the commencement of this Agreement the Protect Income Protection Policy implemented by the Company can be viewed comprehensively in the Protect product disclosure statement and explanation brochure, which shall be distributed to all so covered Employees by the Company. Claim forms and further information can be accessed via the Protect website and app.

25. TRAVEL ALLOWANCE

25.1. An Employee who is not provided with Company transport and is, therefore, required to travel to work in the Employee's own vehicle or other form of transport shall be paid a travel allowance in accordance with the provisions of this sub clause and Schedule B. This includes apprentices/trainees attending TAFE or any apprentice/trainee training facility/college/school.

25.2. This allowance shall not be taken-into account in calculating overtime, penalty rates, annual leave, sick leave or any other leave but shall be payable for any day upon which the Employee, in accordance with the Company's requirements, works or reports for work or allocation of work.

25.3. For all travel referred to in Clause 25.1, the travel allowances in Schedule B will apply.

26. CAR ALLOWANCE

26.1. Where an Employee is required and/or authorised to use their own motor vehicle in the course of their duties, the Employee shall be paid an allowance as set out in Schedule B. Notwithstanding anything contained in this Clause the Company and the Employee may make any other arrangement as to car allowance not less favourable to the Employee.

27. ANNUAL LEAVE

27.1. Full time and part time Employees (on a pro rata basis) are entitled to four (4) weeks annual leave for every twelve (12) months completed service in accordance with the NES.

27.2. A Continuous Shift Worker is entitled to an extra week's leave after twelve (12) months' service on a pro-rata basis.

27.3. Subject to this clause, an Employee's entitlement to annual leave accrues at 2.769 hours per week at their all-purpose ordinary hourly rate to one hundred and forty-four (144) hours per annum (36 hours x 4 weeks). Any time in respect to which an Employee is absent from work on unpaid or unauthorised leave, shall not count for the purposes of determining their right to annual leave accrual, except as otherwise provided in this Agreement.

27.4. Annual leave is paid at an Employee's all-purpose ordinary hourly rate of pay plus a loading of **17.5%**. When an Employee's employment terminates, the Employee shall be entitled to be paid any untaken accrued annual leave that has been credited to that Employee. The leave loading will also apply to proportionate leave on termination but will not apply where an Employee has been dismissed by the Company for serious misconduct.

- 27.5.** Annual leave can be taken by an Employee requesting to take some or all of the annual leave which has been credited to the Employee, subject to authorisation by the Company. The Company will not unreasonably refuse a request to take annual leave credited to an Employee that has given sufficient notice (not less than two (2) weeks); however; authorisation is subject to the operational requirements of the workplace. If an Employee has more than four (4) weeks leave accrued, they can take the excess leave in addition to the 4 weeks, or part thereof, at any time after giving the Company 2 weeks' notice of their intention to do so and the Company cannot decline the Employee's request to take such leave.
- 27.6.** Where the Company shuts down all or any part of the business, such as at Christmas, Employees may be directed to take accrued annual leave. If an Employee does not have any annual leave accrued that Employee will be required to take leave without pay or take unused RDO's. The Company shall provide at least six (6) weeks of notice of any intention to shutdown the business or part of the business.
- 27.7.** The Company may direct an Employee to take annual paid leave if the Employee has accrued more than eight (8) weeks of leave and the Company and Employee are unable to reach agreement on taking of leave. The Company must give an Employee at least twenty-eight (28) days' notice prior to the date the Employee is required to commence the leave. The amount of leave the Employee is directed to take must be no greater than twenty-five (25)% of the amount of leave accrued.
- 27.8.** A Company and Employee may agree that the Employee can take a period of paid leave over a longer period. Where this occurs, the payment for the leave will be reduced in proportion to the period of extension. E.g. it may be agreed the leave period is doubled and taken on half pay.
- 27.9.** The Company and an Employee may agree for the Employee to take annual leave in advance of entitlements. Where this occurs, the Employee's leave balance will be reduced by the amount equivalent to the leave taken in advance as the Employee's entitlement to paid annual leave accrues. The Company may deduct from the Employee's termination payments, leave taken in advance where the entitlements to that leave has not accrued as at the date of termination.
- 27.10.** Any untaken annual leave in any one year accumulates to the next year.
- 27.11.** This clause does not apply to casual Employees.
- 27.12.** Cashing out of annual leave
- a) Paid annual leave may be cashed out in accordance with an agreement under this clause in the form set out in Schedule E
 - b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate written agreement.
 - c) The Company and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
 - d) An agreement under this clause must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
 - e) An agreement under this clause must be signed by the Company and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
 - f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
 - g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
 - i) The Company must keep a copy of any agreement under this clause as an employee record.

28. PERSONAL / CARER'S LEAVE

- 28.1.** Full time Employees are entitled to ten (10) days personal/carer's leave for every twelve (12) months completed service in accordance with the NES. Part time Employees are entitled to a pro-rata entitlement based on the average number of ordinary hours worked per week up to a maximum of thirty-six (36).
- 28.2.** Paid personal/carer's leave will be paid at the all-purpose ordinary time rate for the ordinary hours of work.
- 28.3.** An Employee's entitlement to personal/carer's leave accrues on a pro-rata basis at the rate of 1/26 of the number of ordinary hours worked during each four (4) week period of continuous service with the Company and is credited progressively. Personal/carer's leave does not accrue during any periods on unpaid leave or unapproved absences.
- 28.4.** An Employee who falls sick when on annual leave will be paid personal leave in lieu of the annual leave upon providing satisfactory evidence of illness such as a medical certificate or statutory declaration if requested by the Company.
- 28.5.** Unused paid personal/carer's leave is cumulative from year to year. Employees are entitled to paid personal/carer's leave for the number of ordinary hours they would have reasonably been expected to have worked during that period.
- 28.6.** An Employee is not entitled to take paid personal/carers leave during any period in respect of which the Employee is receiving weekly worker's compensation payments or income protection payments.
- 28.7. Personal (Sick) Leave**
- a) If an Employees (other than a casual employee) is ill or injured and unable to attend or remain at their place of employment during the ordinary hours of work, the Employees is entitled to take accrued personal/carer's leave in accordance with this clause, and as per the NES. Leave is deducted from an Employee's accrued entitlement to personal/Carer's leave
 - b) To be entitled to paid personal/carers leave, an Employee must advise the Company as soon as reasonably practical of their inability to attend work because of personal illness or injury. Whenever possible, Employees should advise as soon as practicable and indicate the expected duration of their absence, if known.
 - c) For all absences due to illness or injury beyond two consecutive days or after two such described absences in one year of service, if requested by the Company, that the next and subsequent absences in that year if any, Employees may be requested to provide satisfactory evidence of illness or injury such as a medical certificate, pharmacy certificate or statutory declaration indicating that they are/were/will be unfit for work during the period because of personal illness or injury. This shall be provided to the Company as soon as reasonably practical.
- 28.8. Carer's Leave**
- a) An Employee (other than a casual employee) is entitled to take paid personal/carers leave to provide care and support to a member of the Employee's Immediate family or Household member because of:
 - (i) personal illness or injury of the member; or,
 - (ii) an unexpected emergency affecting the member.

- b) Leave taken for the purposes of clause 28.8 is deducted from an Employees accrued personal/carer's leave balance.
- c) An Employee who has exhausted their entitlement to paid personal/carers leave and casual Employees are entitled to a period of up to two (2) days unpaid carer's leave per occasion. The unpaid leave of up to two (2) days is to be taken as a single unbroken period, unless otherwise agreed between an Employee and the Company.
- d) To be entitled to leave in accordance with clause 28.8a) or 28.8.c) an Employee must advise the Company as soon as reasonably practical of their inability to attend work in order to provide care and support to an immediate family member or household member. Whenever possible Employees should advise the Company at least one (1) hour prior to the commencement of their shift and indicate the expected duration of their absence, where known.
- e) For all absences, Employees must provide the following:
 - (i) in the case of illness or injury of a member of an Employee's Immediate family or a Household member the Employee must provide:
 - a medical certificate indicating that a member of their Immediate family or Household member has, had or will have a personal illness or injury during the period of the leave and require care: or,
 - a statutory declaration which includes a statement that the Employee requires/required leave to provide care or support to a member of their Immediate family or Household member because of personal illness or injury.
 - (ii) in the case of an unexpected emergency, a statutory declaration which includes a statement that the Employee requires/required leave to provide care or support to a member of their Immediate family or Household member because of an unexpected emergency affecting that person.
- f) The Company may require Employees to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking carer's leave to provide care and support to.

28.9. Casual Employees

Casual employees are not entitled to leave in accordance with this clause except for leave in accordance with clause 28.8.c).

29. COMPASSIONATE LEAVE

29.1. Full time and part time Employees are entitled to two (2) days paid (at the all-purpose ordinary time rate) compassionate leave per occasion in accordance with the NES and FW Act as follows:

- a) for spending time with a member of their Immediate family or Household member who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life. The leave can be taken at any time during while the injury or illness persists.
- b) after the death of a member of their Immediate family or Household member
- c) after the stillbirth of a child of the employee or a member of their immediate family or household

- 29.2.** A casual employee may take two days unpaid compassionate leave per occasion in accordance with the NES and FW Act as follows:
- a) for spending time with a member of their Immediate family or Household member who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life. The leave can be taken at any time during while the injury or illness persists.
 - b) after the death of a member of their Immediate family or Household member.
- 29.3.** Indigenous and other cultural/ethnic groups may have extended family under their kinship/ethnic/cultural rules. These employees may take such further period of unpaid leave as agreed between the Company and the Employee to satisfy cultural expectations.
- 29.4.** Unless otherwise agreed between the Employee and the Company, compassionate leave can be taken as a single unbroken absence of two (2) days or two separate periods of one (1) day each.
- 29.5.** In order to be entitled to compassionate leave an Employee must provide the Company with evidence to satisfy a reasonable person of the illness, injury or death. The Company may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person they are taking compassionate leave for.
- 29.6.** Employees must also advise the Company as soon as reasonably practical of their intention to take compassionate leave. Whenever possible, Employees should advise the Company at least one (1) hours prior to the commencement of their shift and indicate the expected duration of their absence.
- 29.7.** Where Employees are entitled to paid compassionate leave they will be paid the amount the Employee would have reasonably expected to be paid had the Employee worked during that period, being for the ordinary hours of work at the all-purpose ordinary rate.

30. FAMILY/DOMESTIC VIOLENCE LEAVE (ENTITLEMENT AS PER SECTION 106A OF THE FW ACT)

30.1. For the purposes of this clause:

- a) family violence is violent, threatening or other abusive behaviour by a close relative or a person, a Household member, or a current or former intimate partner of a person, that:
 - Seeks to coerce or control the person; and
 - causes the person harm or to be fearful.
- b) a "close relative", in relation to a person, means:
 - (i) A member of the person's Immediate family; or
 - (ii) Is related to the person according to Aboriginal and Torres Strait Islander kinship rules.

30.2. Confidentiality

- a) The Company must take all reasonable measures to ensure personal information concerning an Employee's experience of family violence is kept confidential. The Employee may nominate a contact person of their choice to assist in communication with the Company.

30.3. Leave

- a) An Employee, including casuals, experiencing Family Violence is entitled to ten (10) days paid Family Violence leave if:
 - the person is experiencing Family Violence;
 - the person needs to do something to deal with the impact of the Family Violence; and
 - it is impractical for the person to do that thing outside the ordinary hours of work.
- b) Family Violence Leave may be taken as consecutive or single days or as a fraction of a day.
- c) An Employee can, once any paid Family violence leave is exhausted:
 - access accrued Annual Leave;
 - banked/accrued RDOs; or
 - reasonable leave without pay;
- d) The Employee will give as much notice as reasonably possible prior to taking the leave under this clause.
- e) In addition, the Company may require the Employee to produce evidence to support the need for Family Violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration. All evidence will be kept strictly confidential.

31. COMMUNITY SERVICE & JURY SERVICE LEAVE

31.1. Employees (including casual Employees) are entitled to community service leave, in accordance with the NES and FW Act (sections 108-112), as outlined in this clause, to attend:

- a) Jury service; where any entitlement to payment will be in accordance with the Juries Act (WA) 1957; or,
- b) A voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster. Any entitlement to payment will be accordance with the Emergency Management Act (WA) 2005.

31.2. Employees are required to notify the Company as soon as reasonably practicable of their intention to take leave and advise the period (or expected period) of the absence.

31.3. To be entitled to community service leave Employees shall provide proof to satisfy a reasonable person that he/she has been/will be engaged in an eligible community service activity. For Employees on jury service, they are also required to provide proof of attendance.

32. PUBLIC HOLIDAYS

32.1. The following days shall be observed as paid public holidays where an Employee would normally be rostered to work on that day of the week:

- a) New Year's Day;
- b) Australia Day;
- c) Labour Day;
- d) Good Friday;
- e) Easter Sunday;
- f) Easter Monday;
- g) Anzac Day;
- h) Western Australia Day;

- i) Sovereign's Birthday (Provided that where another day is declared a public holiday in the district or locality the Employees are primarily based to work, then that day shall be observed in lieu);
- j) Christmas Day;
- k) Boxing Day.
- l) Any other day/s subsequently gazetted/proclaimed by the Governor/Governor General/Federal and/or State Government.

32.2. When one of the days listed above (except for Easter Sunday) falls on a Saturday or Sunday and the Employee is not ordinarily rostered to work on that day, the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or Monday the holiday shall be observed on the next succeeding Tuesday. The substituted day shall be treated as a public holiday in lieu of the days listed in clause 32.1. Where a public holiday is substituted, Employees will only be entitled to be absent from work without loss of pay on either the substituted day or the day originally gazetted but not both and may be requested to work on either the substituted day or the originally gazetted day at ordinary rates.

32.3. In order to maintain service requirements, Employees are sometimes requested to work on some public holidays which fall on their normal rostered days, but they may decline such a request if the request is not reasonable or the refusal is reasonable in accordance with the criteria in s 114(4) FW Act.

32.4. Subject to clause 32.2, unless Employees are requested to work on a public holiday they are entitled to that day off without loss of pay if ordinarily required to work on that day.

32.5. Except for casual Employees, if Employees are not required to work on a day they are normally rostered to work because it is a Public Holiday, they will be paid for the ordinary hours they would normally work on that day up to a maximum of eight (8) hours.

32.6. Any Public Holiday that falls in a period of rest and recreation leave applicable to distant work as in Clause43, shall be paid.

32.7. A public holiday shall be interpreted as including any day or part day substituted by State law and shall be considered a public holiday in accordance with Section 115 of the Act.

33. PARENTAL LEAVE

33.1. Full time, part time and eligible casual Employees are entitled to, after twelve (12) month's continuous service with the Company, up to fifty-two (52) weeks unpaid parental leave following the birth or adoption of a child in accordance with the NES. An eligible casual Employee is a casual Employee who has been employed by the Company on a regular and systematic basis and who, but for the unexpected birth or placement of a child would have a reasonable expectation of continuing engagement with the Company on a regular and systematic basis.

34. INCLEMENT WEATHER

General Principles

34.1. "Inclement Weather" means rain or abnormal climatic conditions such as rain, drizzle, hail, snow, lightning, fog, high wind, dust storm, extreme cold temperature, smoke, flood, extreme high temperature, extreme humidity, under which it is either unreasonable or unsafe for Employees exposed to these conditions to continue working.

34.2. The primary objective of this clause is to:

- a) ensure a set of agreed procedures is developed and implemented on sites by management and elected employee HSR's, which ensure that productivity is maximised without exposing Employees to inclement conditions; and
- b) provide for completion of concrete pours, shutdowns and emergency work (including site temporary power) during a period of Inclement Weather

34.3. Except as provided in this clause, an Employee will not be required to work in areas which are affected by Inclement Weather.

- a) Where a concrete pour is to be, or has been commenced prior to the commencement of or during a period of Inclement Weather, Employees may be required to attend work or continue working to ensure the integrity of the conduit and equipment installation and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather, shall be provided with adequate, safety compliant, wet weather gear.
- b) The maximum rate of payment for work (concrete pours, shutdowns or emergency work (including site temporary power)) performed in inclement weather is double time, but triple time on worked public holidays relevant to this clause.
- c) If an Employee's clothes become wet as a result of working in the rain during a concrete pour he/she shall, unless a change of dry working clothes is available, be allowed to go home without loss of pay for ordinary hours.

34.4. The Consultative Committee shall develop procedures and contingency plans to support this objective.

34.5. An Employee shall comply with Company's instructions to either:

- a) continue work when the area in which the Employee is working is not affected by the Inclement Weather; or,
- b) accept a transfer to work in an area on site not affected by the Inclement Weather; or,
- c) accept a transfer from one site to another site not affected by Inclement Weather; prior to the morning rest period or 10.30am, whichever the soonest, with relevant travel time paid at the all-purpose ordinary time rate; or,
- d) leave the site without loss of pay, paid for ordinary hours at the all-purpose ordinary hours rate.
- e) From normal start time, if no work has begun by 10.30am or the first morning break, whichever comes soonest, having taken the above options into account and not being met, the Employees shall be released from work and be paid ordinary hours at the ordinary all-purpose rate for the day. If Inclement Weather is present at conclusion of anybreak or mealtime and Clauses 34.5 (a-c) & 34.6 are not met/utilised, no work shall/can proceed.

34.6. Where the Company requires an Employee to traverse open ground to and from the work site and crib/toilet facilities, the Company and/or Builder/Main Contractor will provide a fully covered/enclosed walkway to access, unaffected by inclement weather, work areas and/or crib/toilet facility areas. Employees shall not be required to traverse any open ground in wet/inclement weather. During periods of hot weather, work in air-conditioned environments will continue as normal, provided that proper and adequate crib and toilet amenities are within the above described air-conditioned environment. If amenities are outside of the air-conditioned work place, employees may walk a reasonable distance to and from amenities to the air-conditioned workplace, provided it poses no threat to the Employees health and safety.

- 34.7.** An Employee shall not be affected by Inclement Weather unless by virtue of the weather conditions it is not reasonable and it is not safe for work to continue.
- 34.8.** Where the Company instructs their Employees to remain on site due to non-inclement weather affected areas with fully sheltered/covered access to and from the work areas and crib and/or toilet facilities (as per Clause 34.6), the Company shall ensure that their Employees have, as a minimum, a trained First Aider on site (The First Aider may be from Management provided they remain on site). An Employee who does not comply with the Company's instructions shall forfeit wages for time not worked.
- 34.9.** Notwithstanding the provisions of this clause, unless workers are working in a fully functioning air-conditioned workplace as described in clauses 34.6, Employees working in the Commercial Building/Construction Sector shall be released from work, without loss of all-purpose ordinary rates of pay, when the temperature reaches 37.5C. Temperature readings for the Greater Perth Metropolitan Region will be measured from the Perth Bureau of Meteorology (BOM) site and the City of Mandurah from the Mandurah BOM site.
- 34.10.** For definition, the Greater Perth Metropolitan Region excludes the following, surrounding Shires: Gingin, Chittering, Toodyay, Northam, York, Beverley, Wandering and Murray. The City of Mandurah is defined by the following suburbs; Bouvard, Clifton, Coodanup, Dawesville, Dudley Park, Erskine, Falcon, Greenfields, Halls Head, Herron, Lakelands, Madora Bay, Mandurah, Meadow Springs, Parklands, San Remo, Silver Sands, Wannanup.
- 34.11.** Clause 34.5 – Inclement Weather shall only apply, with regard to hot weather, on projects within the Greater Perth Metropolitan and City of Mandurah regions, these regions being defined and in accordance with the boundaries set by the Western Australian Planning Commission with reference to the 'Metropolitan Region Scheme' and the 'City of Mandurah' respectively and as defined in clause 34.10.
- 34.12. Remaining on Site**
- a) Where Employees are prevented from working because it is raining;
- (i) for more than an accumulated total of four (4) hours or ordinary time in any one day;
- (ii) after the meal break, for more than an accumulated 50% of the normal afternoon work time, or;
- (iii) during the final two (2) hours of the normal workday for more than an accumulated one (1) hour, the Company will not be entitled to require Employees to remain on site beyond the expiration of any of the above circumstances.

35. WORK HEALTH AND SAFETY

The *Work Health & Safety Act 2020* (WHS Act), and its associated Regulations and Codes of Practice, as amended from time to time, together with the Company safety policy and procedures, will apply to work performed under this Agreement. Employee/s on each site shall be encouraged to elect a work zone related Health & Safety Representative (HSR) and be trained as per the WHS Act 2020, including the yearly refresher course, recognizing the Employee may choose their training provider for the main five (5) day course and the one (1) day yearly refresher.

35.1. Procedure for Dealing with an Unsafe Situation

- a) When an Employee becomes aware of an unsafe situation, the Employee will be expected to rectify it, if it is safe to do so and within the Employee's range of skills/competencies and authority to do so, and shall report to the elected HSR and management.
- b) If the Employee is not able to rectify the unsafe situation, the Employee shall notify the elected HSR and Leading Hand, Foreman or Supervisor, immediately.
- c) The elected HSR, Leading Hand, Foreman or Supervisor will immediately rectify the unsafe situation by making good or barricading off, if possible.
- d) The elected HSR, Leading Hand, Foreman or Supervisor will take all necessary action to rectify the unsafe situation including consultation with the Employees and report to the relevant Regulators if required as a reportable incident under the WHS legislation.
- e) If there is to be any delay in rectifying the situation, the elected HSR, Leading Hand, Foreman or Supervisor will ensure that Employees who are working in the affected area are relocated to work in other areas on the job (or other sites) until the unsafe situation has been rectified.

35.2. Drugs & Alcohol

- a) The parties acknowledge that drugs and/or alcohol affect the functioning of the body and mind and can increase the chance of having an accident in the workplace.
- b) Employees who are adversely affected by drugs and/or alcohol in the workplace can cause injury to themselves and others and/or damage their physical and mental health. To help prevent this, employees must comply with the Company's Drug & Alcohol Policy and procedures as in place from time to time, including an agreed and recommended, high quality counselling service. Approved Counselling services by qualified professionals shall form an integral step in assisting employees with any drug/alcohol concerns/use/dependency. Swab tests or if swab tests are not effective, such other tests as may be necessary to detect usage of drugs or alcohol may be utilized to ensure fitness for work. The Company Employee Assistance program may be utilized or that provided by/via the Union or Protect, as chosen by the employee.
- c) Employees may be required to comply with any specific drug and alcohol policies and procedures applicable on specific sites or Projects including compliance with any mandatory testing requirements.
- d) A breach of the Company's drug and alcohol policy may constitute serious misconduct.

36. DISPUTE SETTLEMENT PROCEDURE

36.1. If a dispute relates to:

- a) a matter arising under the Agreement; or
- b) the National Employment Standards;
- c) the parties will use the process in this clause to try and resolve the dispute.

36.2. A party to the dispute may appoint a representative (verbally or in writing) for the purposes of the procedures in this term at any time in the dispute.

- a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee/s and/or employee representative and relevant supervisors and/or management within four (4) working days.
- b) If discussions at the workplace level do not resolve the dispute, any party to the dispute may refer the matter to FWC.

36.3. The FWC may deal with the dispute in two (2) stages:

- a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - arbitrate the dispute; and make its determination that is binding on the parties.
 - If FWC arbitrates the dispute, it may also use the powers that are available to it under the FW Act.
 - A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
 - The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

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

- a) the status quo before the dispute shall continue whilst the dispute settlement procedure is being followed. For this purpose 'status quo' means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.
- b) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and,
- c) an employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - the work is not safe; or
 - applicable work, health and safety legislation would not permit the work to be performed; or,
 - the work is not appropriate for the employee to perform; or,
 - there are other reasonable grounds for the employee to refuse to comply with the direction.

36.5. The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term, subject to any lawful right to appeal.

37. SMOKING / VAPING

37.1. Smoking or vaping is not permitted in any Company site office, vehicle, mess/change shed and or sanitary facility or in any other amenities where appropriate signage is displayed.

37.2. Where a Consultative Committee is established it shall be responsible for the management of specific non-smoking issues in accordance with Company policy that generally deems an enclosed work area to be a non-smoking area.

38. AMENITIES

38.1. Where the Company employs three or more Employees on site for a continuous period exceeding one month, they shall provide reasonable site accommodation of a standard which will enable the Employees to enjoy a clean, insect/rodent free atmosphere, including the provision of heating and air conditioning, suitable, clean and sufficient refrigerated food storage space, hot & cold clean water, microwave/s, pie warmer/s, tea, coffee, sugar, cups and spoons for smoko break and lunch break. The smoko/crib facilities shall be well stocked and regularly (daily) cleaned and maintained. A notice board for Union/industry related information shall be made available in a prominent location.

39. OBJECTIVES OF AGREEMENT

- 39.1.** The parties agree that as a result of this Agreement, the Company needs to achieve productivity improvements to continue to hold a competitive edge within the market place by:
- a) Heightening awareness and acceptance of accountability levels of all in the contracting process within the Company's operations;
 - b) Encouraging the Company Employees to accept responsibility in helping manage the total project performance including that of subcontractors;
 - c) Developing concepts of best practice, continuous improvement and quality control to enhance productivity and efficiency;
 - d) Developing a co-operative and harmonious working environment in the enterprise;
 - e) Developing better Employee management practices that promote shared concepts of skill formation, learning, teamwork, participation, flexibility and communication;
 - f) Introducing best practice procedures in workplace health and safety, including employee health & safety representative (HSR) election and training and personnel management;
 - g) Developing and following procedures to eliminate lost time and make better use of available working time, e.g., start and finish at the designated workplace at normal start and finish times;
 - h) Enhancing job satisfaction;
 - i) Improving the Company's competitiveness to help improve job security.
 - j) Mature age Employees (over the age of 45) will be respected in our industry. Accordingly, the Company will encourage reasonable ratios of mature age Employees. This may not be used to displace existing Employees.
 - k) It is agreed that the measures in this Agreement, properly implemented and carried out, will assist in the achievement of those objectives.

40. INDUCTIONS/TRAINING & EMPLOYEE REPRESENTATIVE & TRAINING

- 40.1.** The Company acknowledges the changing pace of technology in the Electrical/Communications Contracting Industry and the need for Employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the Industry.
- 40.2.** The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- a) Developing a more highly skilled and capable workforce; and
 - b) Providing Employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.
- 40.3.** It is agreed that a training program be developed consistent with:
- a) The current and future skill needs of the Company;
 - b) The size, structure and nature of the Company and;
 - c) The need to develop vocational skills relevant to the Company and the electrical and communications contracting industry.
- 40.4.** The current training requirements including renewals are set out in Schedule C and the costs of those training requirements and renewals will be met by the Company or the Employee as shown in Schedule C. Where the cost of the training or renewal is to be met by the Company, the training will be undertaken during ordinary hours and paid at the ordinary hours rate, unless undertaken outside of normal working hours in which case payment will be at the appropriate penalty rates.

- 40.5.** Maintaining of current electrical and communications related licences shall be paid for by the Employees.
- 40.6.** The Company shall also allow time for training for an Employee in their role of representing their colleagues in Employee/industrial relations matters (Employee representative or delegate as per the FW Act). Paid training at all-purpose ordinary time rates, including travel and site allowances, of up to five (5) days per year per person, non-cumulative year to year, relevant to the Employee's role and development of related skills shall be allowed, with at least one month's notice given to the Company for notice of pending training. The Company will allow paid training for not more than a combined total of 10 days per year for all persons in accordance with this clause each calendar year.
- 40.7.** An Employee Representative or elected/appointed delegate has Workplace Delegate Rights as per Clause 26A of the Electrical, Electronic and Communications Contracting Award 2020 (MA000025)

41. APPRENTICES

- 41.1.** Employees engaged on apprenticeships or traineeships are engaged as fixed term Employees for the duration of their Training Contract. During that time, they are entitled to all the benefits of full-time employment, provided that this clause overrides any contradictory clause in this Agreement. Apprentices under eighteen (18) years of age shall not be required to work overtime and/or shiftwork, unless they so desire.
- 41.2.** Notwithstanding any provisions of this Agreement, should the Training Contract be lawfully cancelled/terminated, either by expiry or for other lawful reasons, or as mutually agreed to by the apprentice and the employer, the Employee's employment and training contract will also be terminated. In the event of serious mis-conduct the apprentice's employment may be terminated without mutual agreement.
- 41.3.** Training for the apprentice or trainee shall be in accordance with the Employee's applicable training schedule.
- 41.4.** Apprentices attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the Company for textbooks, mandatory Australian Standard publications, but only if required, and all fees paid by the apprentice, less any amount paid to the apprentice for reimbursement of these fees by a Government employee assistance scheme. For clarity, satisfactory progress is the demonstrated commitment to training by the apprentice. Daily travel allowance shall apply to days spent attending abovementioned schooling.
- 41.5.** Where an Employee is required to attend block release training for training identified in or associated with their Training Contract, and such training requires an overnight stay, the Company shall pay for any travel, accommodation and meal costs incurred by the Employee, or provide the living away from home/distant work and/or meal allowance, in the course of travelling to and from such training, provided that this clause will not apply where the Employee could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the Company and the Employee.
- 41.6.** The amount payable by the Company under this clause may be reduced by an amount the Employee is eligible to receive for travel costs to attend block release training under a Government employee assistance scheme. This will only apply if an Employee has either received such assistance or the Company has advised them in writing of the availability of such assistance.
- 41.7.** Where an apprentice absents himself or herself from work on unauthorised leave, the period of the apprenticeship may be extended by such period of unauthorised leave.

41.8. In the event that the Parties are in dispute over any matter relating to an apprentice, the Parties agree to raise the matter with each other in the first instance, before involving the relevant and current Australian Apprenticeship Support Network (AASN). If the Parties are unable to resolve the matter, it is agreed that the matter will be referred to the relevant Department of Education and Training for assistance. Apprentices are entitled to representation from the Union at any stage.

41.9. To ensure that apprentices and trainees are appropriately trained and supervised, all Employees who are supervising apprentices and trainees agree to comply with the Apprentice Safety Assessment Guidelines issued by Energy Safety (Building & Energy) and Supervision Guidelines for Apprentices/Trainees issued by the Company.

42. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY EFFICIENCY AND FLEXIBILITY

42.1. Flexibility of Hours, Breaks and RDO's; Employees will be flexible in the following areas:

- a) where it is agreed between the Company and the majority of affected Employees, the Company may reschedule ordinary working hours; particularly where the Company has commitments.
- b) the spread of hours may be altered by agreement between the Company and the majority of Employees in the plant/site or section(s) concerned;
- c) agreement to reschedule ordinary working hours and to the spread of hours shall not unreasonably be withheld, but all parties must agree, and only by a majority of affected employees.
- d) flexibility of rest periods and meal intervals which may be staggered or otherwise arranged at a time and in a manner to suit the convenience of the Company, but not without consulting employees and employee representatives and seeking majority agreement.
- e) it is agreed that when the Company wish to reschedule an RDO, the Company will provide reasonable notice to the Employees and involve employees and employee representatives in discussions.
- f) Employees may choose to accumulate some RDO's up to and including the Christmas shutdown.
- g) The Employee and Company may agree that the Employee can cash out any accumulated RDOs by entering into an agreement in the form attached as Schedule E at the all-purpose ordinary time rate applicable at the date on which the agreement to cash out is entered into.
- h) A maximum of thirteen (13) RDO's may be kept accumulated in any one year, the rest to be taken, once every four weeks.

42.2. Maintenance of Workplace

All Employees are committed to ensure their workplace is maintained in a clean and safe condition.

42.3. Place of Start and Finish Work

All Employees will be dressed and ready to start work at their normal start time at the designated workplace and work will finish at their normal finish time and place. On construction work the workplace shall be deemed to be the nearest Company compound or smoko-shed. Daily pre-start meetings, D&A testing of any kind, inductions, water bottle filling and gathering/preparing radios and any other equipment shall only start in normal paid work time. If employees are required to electronic/card swipe on and off at assigned security gates/entry points that are a driving distance from the work front and crib/facility areas, then the time spent travelling from these security gates to the work front shall be deemed as paid time at the relevant hourly rate.

42.4. Safety Footwear and Eye Glasses

All Employees will be issued with safety footwear and safety glasses as required by WHS legislation. Such safety footwear will be replaced annually or on a fair wear and tear basis, whichever is the soonest. There shall be no automatic reissue of footwear where an Employee is placed on a new site.

42.5. Failure to wear safety footwear maintained in sound condition will render the offending Employee ineligible to work or be paid wages until such time as the Employee is correctly attired for the job.

42.6. Should the Employee prefer to provide their own footwear, the Company will reimburse the Employee to a maximum of two hundred dollars (**\$200**) on provision of a receipt. Employees who wear prescription glasses shall be paid/reimbursed up to four hundred dollars (**\$400**) to ensure prescription glasses meet relevant safety requirements and Australian Standards on site (AS/NZ 1337.6:2012 or as amended), and on provision of a receipt.

42.7. Uniforms and Clothing

a) All Employees will be issued with Company uniforms and clothing. Employees shall wear such items during all work hours and each Employee shall maintain his/her uniform in a respectable condition as approved by the Company. It is Company policy that no short sleeve shirts or shorts shall be worn as this is considered a safety issue.

b) Clothing shall consist of:

(i) 5 Long Sleeve Shirts

(ii) 3 Long Trousers

(iii) 1 Bluey Jacket (or jumper as preferred). Bluey Jacket not to be of nylon materials (zips to be non-metallic) and issued no later than the end of the second week in April in any year.

c) It is agreed uniforms/clothing will be replaced annually or on a fair wear and tear basis whichever is the soonest. There shall be no automatic reissue of footwear where an Employee is placed on a new site.

d) If an Employee prefers to purchase their own long trousers they will be reimbursed on production of a receipt up to \$40 per item, subject to the Company considering the trousers being suitable.

42.8. Job Related Equipment and Safety Equipment

The Company will supply all necessary safety protective equipment/materials necessary for specific work tasks and the Employee shall wear/use such equipment/materials.

42.9. The Company shall make available sunscreen (SPF 50+) and hard hat shade brims for Employees engaged in outside or sun exposed work.

42.10. Care of Company Property

Employees will treat all Company property, plant and equipment with due care and respect to ensure replacement is kept to a minimum. All property, plant and equipment shall be returned to the designated storage area each day.

42.11. A tradesperson or apprentice shall replace or pay for any tools supplied by the Company if lost through his/her negligence, if requested to do so.

42.12. Employees are committed to reducing the cost of maintenance and minimising theft and time spent looking for equipment not returned to its designated storage area.

42.13. Company Vehicles

- a) Where an Employee is provided the use of a Company vehicle to conduct Company business that Employee shall ensure that:
 - (i) the vehicle is kept clean and free of rubbish;
 - (ii) the vehicle's oil and fuel requirements are regularly checked to maintain the vehicle in a ready-for-use condition; and,
 - (iii) any defects that come to the Employee's attention are reported to the Company immediately.
- b) The Company shall ensure that company vehicles are legally registered, fully lockable, comprehensively insured and roadworthy as per relevant Road and Traffic legislation.

42.14. Care of Consumables

All Employees are committed to ensure maximum usage of materials and consumables is achieved and will exercise due care and precaution to prevent wastage. All Employees are committed to identifying further ways in which wastage can be reduced.

42.15. Quality Management

Employees shall co-operate fully with the development and implementation of the Company's Quality Management Systems and procedures, and will continually strive to improve the quality of the products and services supplied by the Company. Employees are committed to reduce rework and complete tasks the first time, and eliminate the need to return to finish incomplete work.

42.16. Time Sheets and Day Labour Sheets

Employees will punctually and correctly fill out time sheets for each pay period in paid working hours only.

42.17. Where required by the Company operating procedures, e.g., service work and day works, Employees shall promptly and correctly fill out the Company's Day Labour Sheets, but only in paid working hours.

42.18. Cooperation between Employees and Supervisors'

- a) Employees shall assist in the management of efficiency and production of sites by advising the supervisory staff at the earliest available opportunity if:
 - (i) it is anticipated that a material shortfall may occur, and if a shortfall does occur;
 - (ii) faulty hand tools are on site;
 - (iii) production is likely to be delayed or is delayed by other trades; and work is not being carried out in accordance with the specifications plans or with AS/NZS 3000:2018 and AS/NZS 3012:2019 as amended, WA Electrical Requirements and all other Australian Standards.
- b) Employees will take an active role to ensure that sufficient quantities and correct types of materials are available at the job site to maximise time at the workplace.
- c) Employees will take an active role in care and maintenance of the workplace to eliminate safety hazards.

42.19. Use of Expertise and Duties

Employees who have undertaken the appropriate training or obtained the appropriate license to operate plant and equipment, such as cherry pickers, boom or and hire trucks will exercise these skills or use such licenses when required to by the Company.

42.20. Employees' duties shall include any work for which the Employee has requisite qualifications required in connection with the Electrical Contracting Industry.

42.21. RDO implementation and unauthorized absences

The Company shall, in consultation and majority agreement with employees, determine its preferred method of implementation of the 36-hour week with regard to RDO's. Sites where a regular calendar of RDO days applies, shall be taken according to the calendar, such as lock down weekends/public holiday long weekends. The Company shall ensure that Employees take not less than one RDO every four weeks over a calendar year. Accrued RDO's shall not be unreasonably refused.

42.22. Safety Disputes

- a) Where a Company's Employees are affected by a safety dispute an Employee shall comply with the Company's instructions to either:
 - (i) continue work when the area in which the Employee is working is not affected by the condition/incident giving rise to the dispute; or,
 - (ii) accept a transfer to work in an area of the site not affected by the condition/incident giving rise to the dispute; or,
 - (iii) accept a transfer from one site to another site with paid travel time at all-purpose ordinary rates; or,
 - (iv) leave the site without loss of pay.
- b) The elected employee WHS representative, if available, shall be involved at all times.
- c) Where the Company instructs their Employees to remain on the site the Company shall ensure that their Employees have, as a minimum, a trained First Aider on site and an elected employee HSR if available (The First Aider may be from Management). All First Aiders shall as a minimum hold a valid Senior First Aid certificate. An Employee who does not comply with the Company instructions shall forfeit wages for time not worked.

42.23. All Other Disputes

- a) Where an Employee is affected by a dispute an Employee shall comply with Company instructions to either:
 - (i) continue to work when the area in which the Employee is working is not affected by the condition, situation or grievance giving rise to the dispute;
 - (ii) accept a transfer to work in an area of the site not affected by the condition, situation or grievance giving rise to the dispute; or,
 - (iii) accept transfer from one site to another site with paid travel time; or,
 - (iv) leave the site without loss of pay.
- b) The employee representative shall be involved at all times.
- c)

42.24. Movement of Material

Employees will, where reasonably safe to do so and for compliance with Worksafe WA requirements, load and unload materials, plant and equipment from delivery vehicles and move such materials, plant and equipment as required without impediment, and in accordance with any applicable licensing/training requirements to operating machinery to facilitate such movement of material.

42.25. New Technology

Employees will fully utilize all new technological advances implemented by including, but not limited to, technological advances in relation to materials, methods, plant and equipment. Where applicable, training shall be provided by the Company at no cost to the employee.

42.26. Client Satisfaction

- a) The Employees will take an active role in ensuring client satisfaction and acknowledge that client relationships are important to the growth of and its ability to offer continuing employment to its Employees.
- b) All Employees agree to treat customers with courtesy and respect and to consider the customers interests in their actions.
- c) The Company and its Employees recognise that a commitment to complete the project work on time and on budget is essential to the ongoing viability of the Company and the prospects of long-term employment of Employees.

43. DISTANT WORK EMPLOYEE

43.1. For the purpose of this Agreement, a distant work Employee is an Employee who is engaged or selected and advised by the Company to proceed to a place of work to perform duties under their contract of employment and the Employee does so such that the Employee cannot return to their usual place of residence each night.

43.2. The Company shall obtain and the Employee or job applicant shall provide the Company with a statement in writing of their usual place of residence and their current place of residence at the time the Employee is engaged and no subsequent change of address shall entitle an Employee to the provisions of this clause unless the Company agrees.

43.3. Provided that documentary proof of address such as long service leave registration card or driver's license may be accepted by the Company as proof of the Employees usual place of residence on engagement in lieu of the statement in writing referred to above. The Employee shall inform the Company in writing of any subsequent change in their usual place of residence.

43.4. Where an Employee is a distant work Employee under the terms of this Agreement the Employee shall be entitled to the following in addition to any other wage rates, allowances and conditions provided elsewhere in this Agreement:

43.5. Full board, three quality meals and lodging will be provided by the Company for distant Employees at no cost to the Employee while the Employee continues to work in conformity with this Agreement. A distant Employee may, with the approval of the Company, be paid a Living Away from Home Allowance (LAHA) of \$180.00 per day in lieu of being provided with board and lodging and distant work allowance. If accommodation is provided, but no meals, then a daily allowance of \$110 per day shall apply in lieu of the distant work allowance.

43.6. Standard of board and lodging - reasonable board and lodging for the purpose of this clause will mean lodging in a well-kept, clean, hygienic establishment with adequate furnishing, good, clean bedding, good floor coverings, good lighting and air conditioning/heating in either a single room or a twin room (for one Employee only) if a single room is not available, with hot and cold running

water and Wi-Fi.

- 43.7.** The Company will be entitled to deduct on a pro rata daily basis, the LAHA for each day an Employee is not ready, willing and available for work in accordance with this Agreement or because of industrial action.
- 43.8.** Distant Employees as defined shall be entitled to rest and recreation leave (R&R) after the completion of not more than three (3) weeks continuous service on site.
- 43.9.** An employee working a swing of 2 weeks on and 1 week off, will be entitled to be paid for one day of R&R each swing and an employee working a swing of 3 weeks on and 1 week off will be entitled to be paid for two days of R&R on the first swing only and then paid for one day of R&R for any subsequent swing. All payment is at the all-purpose ordinary rate for ordinary hours of work.
- 43.10** The Company shall provide an economy class air ticket to the Employee's point of hire and return to site. For those on drive in and drive out arrangements, time spent travelling to and from site, shall be paid at the applicable hourly or penalty rate for each hour spent driving between the employee's usual place of residence and site, rounded up to the nearest fifteen-minute period.
- 43.11** The Company will be responsible for all bookings associated with the taking of R&R. Where an Employee wishes to make their own arrangements with regard to R&R then the Company will, in lieu of providing a return economy class air ticket, pay to the Employee the value of the most competitive economy air/travel fare applying at the time of the R&R being taken.
- 43.12.** The R&R leave shall be taken as soon as practicable after it becomes due as agreed between the Company and Employee.
- 43.13.** To ensure a proper period of recuperation, an Employee shall have a minimum period off site on R&R leave of at least five-week days and an adjacent weekend (7 days).
- 43.14.** Accrued rostered days off may be taken concurrent with R&R leave.
- 43.15.** Any additional time off is unpaid leave.
- 43.16** Any time off on R&R that is unpaid shall not constitute a break in service for accruals for annual leave, long service leave and sick leave.
- 43.17.** Any Public Holiday that falls during R&R shall be paid.
- 43.18.** Time off on R&R does not count towards service for determining the next R&R cycle.
- 43.19.** Employees who qualify for the provisions of this sub-clause may return to their home or any other place mutually agreed between the Company and the Employee at Christmas, provided the cost to the Company including where applicable FBT liability does not exceed the cost of an economy airfare available to the Company from the site to the point of hire and return:
 - a) by taking the entitlement to R&R prior to the completion of the next accrual period; or
 - b) by taking R&R in advance but, if by service subsequent to the taking of R&R an entitlement to that R&R does not accrue, any payment of ordinary pay for that period of R&R and the cost of airfares shall be refunded to the Company unless the service of the Employee is terminated by the Company through no fault of that Employee. For the purposes of this provision, the Company may deduct any amount to be refunded from any monies otherwise due to the Employee under their contract of employment.
- 43.20.** An Employee who does not return from R&R on the due date, will be deemed to have abandoned their employment unless satisfactory notification (within twenty- four (24) hours of due date of return) is given to the Company, as to the reason why the Employee did not return to work at the

agreed scheduled time.

43.21. The Company will confirm abandonment of employment by registered mail to the Employee's last known address within two (2) days of the due date not being met.

43.22. The work away roster shall not exceed three (3) weeks of work before R&R is taken.

44. OTHER ALLOWANCES

44.1. A licensed electrician who has completed/passed their high voltage switching course and is required by the Company to undertake work for which a High Voltage Switching ticket is required, will be entitled to be paid the High Voltage Switching Allowance as set out in Schedule B for the period during which the Employee is performing such work, provided that if the Employee performs such work for at least one day, the Employee will be paid the High Voltage Switching Allowance for all work done in that week.

44.2. An Employee will be entitled to be paid a Site Allowance as set out in Schedule B.

44.3. The amount of the Site Allowance is determined based on the Project Contract Value.

44.4. The parties to this Agreement may consult about the Project Contract Value in the event of a disagreement.

45. CASUAL LOADING

45.1. An employee engaged as a casual employee will be entitled to a casual loading as set out in Schedule B.

46. WAGE RATE REVIEW

a) The all-purpose ordinary hourly rates of pay for all Classifications (excluding apprentices) shall increase by 5% on the first full pay period after 26 January each year as set out in Schedule A.

b) The all-purpose ordinary hourly rates of pay for apprentices shall increase on the first full pay period after 26 January each year by the greater of 3.5% per annum or the Perth CPI, capped at 5%. The rates set out in Schedule A are shown as increasing at 3.5%

47. FIRST NATIONS EMPLOYMENT & RECOGNITION

47.1. The Company recognises that a supportive working environment for Aboriginal and/or Torres Strait Islander people requires the redress of racism, social injustice, exclusion, exploitation and employment inequity.

47.2. Reflecting the Parties' commitment to the principles of Aboriginal and/or Torres Strait Islander self-determination, social and restorative justice and cultural affirmation, the Company will use reasonable endeavours to:

a) Through consultation, ensure access to leave for Aboriginal and/or Torres Strait Islander Employees for participation in cultural and ceremonial activities;

b) Ensure active skill and career development and support for Aboriginal and/or Torres Strait Islander Employees.

48. WOMEN IN CONSTRUCTION

48.1. It is recognised that the Electrical and Communications Contracting industry needs to employ more women, and the Company, with the assistance of the Union, shall implement measures to redress this during the operation of this Agreement. Such measures will be implemented that will encourage and assist women to seek and maintain employment in the Electrical and

Communications Contracting industry.

- 48.1.** Where women are employed onsite, separate toilet amenities will be provided. These amenities shall meet the standards required to afford women all necessary amenities, including full sanitary provision.

49. FITNESS FOR WORK POLICY

Such a policy may be introduced following consultation between the Parties and will be based on the following principles:

- a) Encouraging a culture of self-declaration without penalty if done so in good faith and prior to attendance at the workplace;
- b) Provision of support to those who are diagnosed as having a dependence on drugs and/or alcohol and who self declare;
- c) Provision of support to those who may be required to take prescription medication that could affect their ability to undertake their role safely.
- d) Making available an Employee Assistance Program and Counselling services, while also noting that ETU members have access to counselling with ADA, and that Protect provides a counselling service.

50. MATURE AGE WORKERS

The Parties recognize that a lifetime of work in the construction industry can take a toll on a person's body and mind. Wherever possible, the Company shall implement measures to encourage the retention of older employees and use their skills to mentor younger workers and apprentices. It is also recognized that workers 45 years and over may not desire or need to work overtime hours that would impinge on their overall health and wellbeing and consideration in this regard will be made by the Company.

51. STAND DOWN

The Company may stand down employees in accordance with s524 of the FW Act.

52. SIGNATORIES

SIGNED FOR AND ON BEHALF OF **Force Contracts (WA) Pty Ltd**

SIGNED BY:

.....
[Signature of Company]

.....
[Full name of Company Signatory]

.....
[Position held by Company Signatory]

being a person duly authorized by the Company to sign this Agreement for and on its behalf

[Address of Company Signatory]

.....
Date:

SIGNED FOR AND ON BEHALF OF THE EMPLOYEES

SIGNED BY:

.....
[Signature of Employee Signatory]

.....
[Full name of Employee Signatory]

.....
[Position held by Employee Signatory]

As [] employed by the company and as a representative of the employees covered by this agreement

[Address of Employee Representative]

.....
Email:

Date:

SIGNED BY THE CEPU

SIGNED BY:

.....
[Signature of CEPU Representative]

.....
[Full name of CEPU Representative]

Being a person duly authorized by CEPU to sign this Agreement for and on its behalf

.....
[Address of the CEPU]

.....
Date:

SCHEDULE A RATES

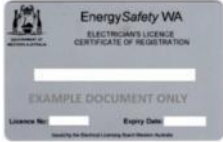


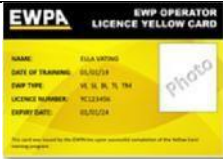

* Refer to clause 46(b) for actual rates of increase

Classification	From Commencement of Agreement	With effect from first full pay period after 26/01/2025	With effect from first full pay period after 26/01/2026	With effect from first full pay period after 26/01/2027	With effect from first full pay period after 26/01/2028
Electrician L1	\$ 49.00	\$ 51.45	\$ 54.02	\$ 56.72	\$ 59.56
Electrician L2	\$ 52.25	\$ 54.86	\$ 57.61	\$ 60.49	\$ 63.51
Trade Assistant L1	\$ 37.05	\$ 38.90	\$ 40.85	\$ 42.89	\$ 45.03
Trade Assistant L2	\$ 40.61	\$ 42.64	\$ 44.77	\$ 47.01	\$ 49.36
Communications Tech L1	\$ 41.38	\$ 43.45	\$ 45.62	\$ 47.90	\$ 50.30
Communications Tech L2	\$ 48.65	\$ 51.08	\$ 53.64	\$ 56.32	\$ 59.13
Elec Apprentice Year 1	\$ 17.21	\$ 17.81*	\$ 18.44*	\$ 19.08*	\$ 19.75*
Elec Apprentice Year 2	\$ 20.29	\$ 21.00*	\$ 21.74*	\$ 22.50*	\$ 23.28*
Elec Apprentice Year 3	\$ 25.81	\$ 26.71*	\$ 27.65*	\$ 28.62*	\$ 29.62*
Elec Apprentice Year 4	\$ 30.36	\$ 31.42*	\$ 32.52*	\$ 33.66*	\$ 34.84*
Elec Adult Apprentice Year 1	\$ 29.65	\$ 30.69*	\$ 31.76*	\$ 32.87*	\$ 34.02*
Elec Adult Apprentice Year 2	\$ 34.95	\$ 36.17*	\$ 37.44*	\$ 38.75*	\$ 40.11*
Elec Adult Apprentice Year 3	\$ 34.95	\$ 36.17*	\$ 37.44*	\$ 38.75*	\$ 40.11*
Elec Adult Apprentice Year 4	\$ 34.95	\$ 36.17*	\$ 37.44*	\$ 38.75*	\$ 40.11*
Comms Apprentice Year 1	\$ 16.62	\$ 17.20*	\$ 17.80*	\$ 18.43*	\$ 19.07*
Comms Apprentice Year 2	\$ 19.53	\$ 20.21*	\$ 20.92*	\$ 21.65*	\$ 22.41*
Comms Apprentice Year 3	\$ 24.03	\$ 24.87*	\$ 25.74*	\$ 26.64*	\$ 27.58*
Comms Adult Apprentice Year 1	\$ 27.60	\$ 28.57*	\$ 29.57*	\$ 30.60*	\$ 31.67*
Comms Adult Apprentice Year 2	\$ 32.54	\$ 33.68*	\$ 34.85*	\$ 36.07*	\$ 37.34*
Comms Adult Apprentice Year 3	\$ 32.54	\$ 33.68*	\$ 34.85*	\$ 36.07*	\$ 37.34*

SCHEDULE B ALLOWANCES AND LOADINGS

<p>Site Allowance <i>In accordance with clause 4, 44.2, 44.3 and 44.4</i></p>	<p>Employees will receive the following Site Allowances:</p> <ul style="list-style-type: none"> For Projects with a Project Contract Value up to \$180 million: \$3.00 per hour worked flat fee. For Projects with a Project Contract Value over \$180 million: \$5.00 per hour worked flat fee.
<p>Travel Allowance (per day) <i>In accordance with clause 25</i></p>	<p>Distance from Perth GPO</p> <p>Up to and including 50-kilometre radius - \$40 per day</p> <p>Over 50 kilometres up to and including 60-kilometre radius - \$45 per day</p> <p>Over 60 kilometres up to and including 75-kilometre radius - \$50 per day</p> <p>Over 75 kilometres up to and including 90-kilometre radius - \$65 per day</p> <p>Over 90 kilometres up to and including 105-kilometre radius - \$80 per day</p>
<p>Excess kilometre Reimbursement <i>In accordance with clause 26</i></p>	<p>\$1.00 per kilometre</p> <p>Effective first pay period on or following 26 January 2026, kilometre reimbursement will increase to \$1.05 per kilometre</p>
<p>Standby Allowance <i>In accordance with clause 18.11</i></p>	<p>\$60 per day Monday to Friday</p> <p>\$100 per day Weekends and public holidays</p>
<p>First Aid Allowance <i>In accordance with clause 20.1</i></p>	<p>\$25.00 per week</p>
<p>High Voltage Switching Ticket <i>In accordance with clause 44.1</i></p>	<p>\$3.50 all-purpose per hour worked</p>
<p>Leading Hand Rates of Pay (all-purpose) <i>In accordance with Clause 19</i></p>	<p>Leading Hand - Level 1 higher duties - \$2.50 per hour</p> <p>Leading Hand - Level 2 higher duties - \$3.50 per hour</p> <p>Leading Hand - Level 3 higher duties - \$4.50 per hour</p> <p>Leading Hand - Level 4 higher duties - \$5.50 per hour</p> <p>Leading Hand - Level 5 higher duties - \$6.50 per hour</p>
<p>Living Away from Home Allowance (LAFHA) <i>In accordance with clause 43.5</i></p>	<p>Where the employee elects in writing to supply their own meals, they shall receive \$110 per day. Accommodation will be provided by the Company</p> <p>OR</p> <p>Where the employee elects in writing to supply their own meals and accommodation, they shall receive \$180 per night</p>
<p>Meal Allowance <i>In accordance with clause 17.11</i></p>	<p>\$25.00 per shift</p>
<p>Casual Loading <i>In accordance with clause 45.1</i></p>	<p>25%</p>
<p>Shift Loadings <i>In accordance with clause 18.7 and 18.10</i></p>	<p>Night Shift: 40%</p> <p>Afternoon Shift: 35%</p>

SCHEDULE C TRAINING & LICENSING REQUIREMENTS

License	Required by	Training time covered by	Initial training cost covered by	Cost to maintain license	Licence validity; approximate duration of course	Card examples
Electrical Training License	Electricians	N/A	Employee	Employee	5 Years	
Electrical Training License	Apprentices	N/A	Company	N/A	4 Years	
Cablers Registration	Communications Technicians/ Electrician	N/A	Employee	Employee	1-5 Year renewal	
Worksafe High Risk license 'Card Only' (Refer Below for associated Licences)	Nominated employee for site specific training	N/A refer below	N/A Refer below	Employee	High risk card valid for 5 years	
Worksafe High Risk license (All classes) Such as WP, basic rigging, forklift, materials hoist	Nominated employee for site specific training	Company	Company (Employee to arrange Licence onto High Risk Card)	N/A refer above	Refer to High Risk Licence for validity, 1-2 Days training per licence	
EWP Operator License under 11 metres	Required by all site staff	Employee (Except Apprentices)	Employee (Except Apprentices)	Employee	Valid 5 years, 4 Hours training	
CPR/ Low Voltage Rescue	Required by all site staff	Company	Company	Company	Valid 1 Year, 3-4 Hours training	
Provide First Aid	Appointed first aiders	Company	Company	Company	Valid 3 years, varied training duration	
Work Safely at Heights Certificate	Nominated employee for site specific training	Company	Company	Employee	1 Day training, recommended refresher every 2 years	
All other site required courses	Nominated employee for site specific training	Company	Company	Employee	Various	

SCHEDULE D

TRADE CLASSIFICATIONS

Trade Assistant Level 1

A Trade Assistant is an Employee who performs labouring work and/or who is engaged in assisting an electrical and/or communications tradesperson.

Trade Assistant Level 2

An experienced Trade Assistant is an employee who performs labouring work and/or who is engaged in assisting an electrical and or communications tradesperson; and who has more than eighteen months demonstrated construction work experience in this role.

Communications Technician Level 1

An Employee who may hold an ACA cabling license and has worked for less than eighteen months in the construction industry.

- (a) Has good installation, and basic testing experience.
- (b) Under minimum/some supervision:
- (c) Installs, terminates and tests radio, communications cabling and related equipment; or,
- (d) Installs, terminates and tests audio visual cabling and related equipment; or,
- (e) Installs, terminates and tests fire and or security alarm cabling and related equipment; or,
- (f) Installs, terminates and tests data and communications cabling and related equipment.

Communications Technician Level 2

An Employee who holds an ACA open cabling license and has worked for eighteen months or more in the construction industry. Has the requirements of a Communications Technician Level 1 and beyond, with knowledge and some experience in GPON installations and testing, fault finding and who may hold an AQF Certificate 3 in Telecommunications.

Electrician Licensed Level 1

An Employee who has worked in the electrical trade for less than eighteen months, following passing his/her Capstone assessment, as an electrical worker and who holds the required license to perform all aspects of the role. Has competent installation experience.

Electrician Licensed Level 2

An Employee who has worked for eighteen months or more in the construction industry and holds the required license to perform all aspects of the role. Has strong installation, terminating, and some testing and fault-finding experience.

SCHEDULE E
CASHING OUT AGREEMENTS

Name of employee: _____

Name of employer: _____

The Company and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave/RDOs:

The amount of leave/RDOs to be cashed out is: _____ hours/days

The payment to be made to the employee for the leave/RDOs is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of Company representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___