

SKS Technologies
Victoria Employee Agreement
2025-2029



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Part 1: Application and Operation

1. Introduction & Key Objectives of Agreement

This Agreement has been jointly developed by SKS Technologies, Victoria operations and its Employees with the purpose of developing and implementing workplace reform strategies to produce a continuous improvement environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and job security for Employees.

The main objective of the Company is to provide a safe, efficient and a highly productive labour and Service to its clients. The performance of the Employees is critical to achieving the Company's objectives and the Employees agree to actively co-operate with all levels of management to achieve high levels of customer satisfaction, safety, productivity and cost-efficient operations.

2. Title of Agreement

This Agreement shall be known as the '**SKS Technologies Victoria Employee Agreement 2025 to 2029.**'

3. Definitions

For the purpose of this Agreement:

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

Agreement means this Single Enterprise Agreement.

Company means SKS Technologies Pty Ltd.

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

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

Employee means an Employee of the Company performing work within the scope of this Agreement.

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

NES means the National Employment Standards contained in Part 2-2 of the Act.

Parties mean the Employer and the Employees as defined herein.

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

Shift worker, for the purpose of the additional week of annual leave, a shift worker means an Employee regularly engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least seven consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts. A “shift worker” under this Agreement is regularly rostered to work on Sundays and Public Holidays.

4. Parties Bound by Agreement

This Agreement shall be binding upon:

- The Company; and
- The Employees employed in classifications contained in this Agreement whilst working at the Company.

5. Scope & Application of Agreement

- 5.1 This Agreement applies to work performed by Employees of the Company who are engaged under the classifications specified in this Agreement (refer Schedule 3).
- 5.2 This Agreement shall apply to an Employee ordinary based at the Victorian office located at 700 Spencer Street, West Melbourne 3003, except for when they may temporarily perform work in another state.
- 5.3 The Parties acknowledge that from time-to-time clients and head contractors who engage the Company will have site, project or other agreements, including site rates agreements and site allowance agreements with trade unions and/or employees directly. It is expressly agreed by the Parties that the terms and conditions of this Agreement will at all times prevail over (i.e. be in lieu of) the terms and conditions of such agreements.

6. Date & Period of Operation of Agreement

This Agreement shall operate seven (7) days after approval by Fair Work Commission ('FWC') and will remain in force for a period of four (4) years from date of certification.

The parties will commence discussions towards a new agreement between three (3) and four (4) months prior to the expiration of the Agreement.

7. No Extra Claims

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

8. Complete Agreement (Express Exclusion of Award/s)

- 8.1 Bar the exceptions outlined in clause 8.3, the Parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and thus expressly excludes and displaces the operation of any, and all other matters and conditions of any award. Terms of any award dealing with any of the following matters (including incidental matters) are excluded and displaced in whole by this Agreement:

- rest breaks;
 - incentive-based payments and bonuses;
 - annual leave loadings;
 - public holidays;
 - monetary allowances;
 - shift or overtime work loadings;
 - penalty rates.
- 8.2** For the purposes of this clause, the terms 'award' or 'awards' include any applicable award or collective agreement and includes those howsoever described in the Act as an award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a rationalised and/or simplified federal award, a preserved state agreement and a notional agreement preserving a state award.
- 8.3** The Parties acknowledge that this Agreement shall represent the totality of all matters in the employment relationship with the only exceptions being the NES and the Company policies, which should be read in conjunction with this Agreement. The Company policies shall be distributed to the Employees under separate cover of this Agreement and may be amended by the Company from time to time.
- 8.4** This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provision provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

9. Breach of Agreement

- 9.1** Employees agree that breaches of any part of this Agreement shall be considered as recordable offences.
- 9.2** Employees agree that any work-related theft, including that of scrap materials, be it from the Company, a work site, other Employees or from a customer, shall be grounds for summary dismissal. Whereby, wages shall be paid up until the time of dismissal only.
- 9.3** Employees agree that any serious misconduct such as dishonesty, malingering, drunkenness or assault on a fellow Employee or Employer shall also be grounds for summary dismissal. Whereby, wages shall be paid up until the time of dismissal only.

Part 2: Standard Provisions

10. Employee Engagement

10.1 Probation & Qualifying Periods

All Employees shall be initially engaged upon a six (6) month probationary period. Either Party may terminate the employment relationship during the probationary period with one (1) weeks' notice, in accordance with clause 38.1 of this Agreement.

10.2 Type of Engagement

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

10.2.1 Full-Time Employment

A full-time Employee is one engaged to work 38 ordinary hours per week

10.2.2 Part-Time Employment

- (a) A part-time Employee is an Employee engaged on a regular basis to work less than 38 ordinary hours per week plus reasonable additional hours.
- (b) A part-time Employee is entitled to all the benefits of this Agreement on a pro rata basis of 1/38 of the full-time entitlement for each hour worked.
- (c) A part-time Employee required to work beyond their agreed hours of work under their contract of employment shall receive the overtime provisions as contained in this Agreement.

10.2.3 Casual Employment

- (a) A casual Employee is an Employee engaged on a casual basis to work up to 38 ordinary hours per week plus reasonable additional hours. A casual Employee shall be paid per hour 1/38 of the basic periodic rate of pay prescribed for the classification in which the Employee is ordinarily employed for the work performed, plus a loading of twenty-five percent (25%). The overtime provisions of this Agreement shall also apply to casual Employees.
- (b) A casual Employee shall have no entitlement to personal/carer's leave payment, for public holidays not worked or, annual leave.
- (c) A casual Employee is entitled to a pathway to permanent employment under the NES. All new casual Employees will be provided with a Casual Employment Information Statement on commencement of employment.
- (d) A casual Employee will be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend.

10.2.4 Fixed-Term Employment

A temporary fixed-term/project Employee is an Employee engaged for a specific period, task or project. Such Employees shall be advised of their fixed period of engagement upon commencement of employment.

10.2.5 Apprentice/Trainee

An Apprentice or Trainee Employee is engaged for a for a fixed term for the duration of their apprenticeship or traineeship.

- (a) Employees engaged under an apprenticeship or traineeship are engaged as a fixed-term Employee for the duration of that apprenticeship or traineeship.

- (b) Notwithstanding any provisions of this Agreement, should the apprenticeship or training Contract be cancelled, either by expiry or for other reasons, the Employee will also be terminated.
- (c) Training for the Apprentice or Trainee shall be consistent with the State legislation and in accordance with the requirements of the relevant State apprenticeship authority.
- (d) Where an Apprentice or Trainee absents him/herself from work on unauthorised leave, the period of the Apprenticeship or Traineeship shall be extended by such period of unauthorised leave. Provided that in calculating the extension, the Apprentice shall be credited with time, which they had worked during the relevant year in excess of his/her nominal hours.
- (e) In the event that the Parties are in dispute over any matter relating to an Apprentice or Trainee, the Parties agree to raise the matter with each other in the first instance. If the Parties are unable to resolve the matter, it is agreed that the matter will be referred to the relevant State or Federal Department of Employment and Training for assistance.

11. Dispute Settlement Procedure

11.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the NES;

this clause sets out procedures to settle the dispute.

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

11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

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

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

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

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

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

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

12. Performance & Flexibility

12.1 General

The Company and the Employees have a common interest in the electrical, electronic, communications contracting industry, therefore a stable working environment and harmonious relations are required to improve the relationship between the Company, its Employees and its customers. The mutual benefits (such as economic progress in the industry and prosperous employment relations) available to the Parties demand mutual confidence between the Parties.

12.2 Workmanship and Quality

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

12.2.2 Programs may be put into place to ensure the following:

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

12.3 Employee Duties

12.3.1 It is the responsibility of all Employees to help train and supervise Trainees and Apprentices that fall below their employment classification. (Refer to Appendix D for guidelines).

12.3.2 Employees shall perform the following duties in relation to project work including but not limited to the following:

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

12.3.3 Employees shall perform the following duties in relation to service work including but not limited to the following:

- Assist in the estimating process by communicating labour and material requirements to relevant supervisor/s;
- Conduct site surveys;
- Complete service reports on site after job attendance;
- Identify the most efficient and effective service arrangements in consultation with management and the client, with specific regard to:
 - Service runs;
 - Special/difficult areas;
 - Interdepartmental services;
 - Routine maintenance;
 - Follow guidelines provided in client services training/site induction/s;
 - Complete training on new equipment as appropriate to improve fault diagnostic knowledge.

12.3.4 Employees shall perform the following general duties including but not limited to the following:

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

- Rescue & Resuscitation course, required by Employees under the *Electricity Safety (General) Regulations 2019*, in order to maintain the relevant electrical worker competency and/or licenses shall be the responsibility of Employees. For the purposes of this clause “competency” shall mean undertaking and keeping a valid Rescue & Resuscitation certification.

12.4 Performance

It is clearly understood that the Employees have specific responsibilities and duties in relation to Company productivity in relation to the following performance including but not limited to the following:

12.4.1 Health, Safety Environment and Quality (HSEQ) Performance

- Increase HSEQ training and awareness
- Increase co-operation with rehabilitation

12.4.2 Quality Performance

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

12.4.3 Efficiency Performance

- Improve compliance with work schedules/time allocations
- Reduce costly lost time in relation to inclement weather
- Reduce costly time lost in relation to rest breaks, meal breaks and start/finish times
- Reduce material wastage (take care when using and/or locking up/securing materials)
- Reduce damage to Company plant and equipment (take care when using and/or locking up/securing plant and equipment)
- Improve compliance with cleaning and maintenance schedules for Company vehicles
- Submission of all test reports, COC's and relevant job designated paperwork within 3 working days
- Completion of time sheets and service reports whilst on site.

12.4.4 Attendance Performance

- Reduce costly absenteeism in relation to sick leave
- Reduce costly absenteeism in relation to insufficient alternate duties available to Employees undergoing rehabilitation.

13. Health, Safety, Environment and Quality (HSEQ)

13.1 The Parties are committed to complying with the applicable state Work Health and Safety legislation and regulations, the applicable state electricity legislation and regulations, and the Company's HSEQ management system directions and policies. Consultation shall occur between the Employees regarding the development and implementation of HSEQ policies and practices. The processes outlined below shall be implemented and monitored through the Employees to ensure a safe working environment and safe workplace practices.

13.2 The Employees shall contribute to the development, implementation and maintenance of HSEQ policies and procedures, which shall include:

- The provision of a safe working environment, safe systems of work and safe plant and substances by the Employer;

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

13.3 Rehabilitation

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

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

13.4 Environment

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

13.5 Induction Procedures

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

13.6 Employee Responsibilities

- 13.6.1 Employees are required to attain the 'construction generic safety induction' ('white card') certification as part of their basic skill requirements. Training time and costs associated with generic safety inductions shall be provided by the Company.
- 13.6.2 Employees must take reasonable care to avoid adversely affecting or endangering their own health and safety, or the health and safety of any other person through an act, and/or omission at work.
- 13.6.3 Employees must provide to the Employer, details of any medical condition that may affect the Employee's mental and/or physical condition in, so that the Employer may, as far as reasonably practicable, take reasonable and immediate steps to prevent such a medical condition causing any illness or injury at the workplace.

14. Personal Protective Equipment

- 14.1 Employees shall be provided with protective clothing on request. Such clothing shall be supplied in accordance with the **conditions** prescribed below:
- Employees are required to wear, in the course of their work, all equipment and apparel supplied by the Employer;
 - Clothing issued may be identified by a Company name or logo;
 - It is the responsibility of Employees to maintain and repair all clothing;
 - The supplied footwear and protective clothing shall be replaced on a fair wear and tear basis provided they are produced to the Employer as evidence of such fair wear and tear;

- In the event of a dispute arising between the Parties in regard to the provisions of this clause, the Parties agree that the dispute will be dealt with in accordance with the Dispute Settlement Procedure as contained in this Agreement.

14.2 Safety Footwear

Employees shall be reimbursed on presentation of sales receipt to a maximum of \$170.00 for the purchase of one (1) pair of safety footwear per year by the Company, under the following conditions:

- Employee/s requests such footwear upon commencement of work on a worksite requiring such footwear;
- Safety footwear is expected to have a life of 12 months;
- The safety footwear is provided under a payback system, whereby 20 weeks of continuous service is required by the Employee (after the purchase of the safety footwear) to pay off the footwear;
- The 'service credits' shall begin to accrue from the date of the Employee/s request for the footwear;
- Where an Employee does not complete the total necessary continuous service following the footwear purchase, the Employer reserves the right to invoice the Employee for the residual cost of such footwear, except when employment is terminated by the Employer through no fault of the Employee;
- Where footwear has been provided to the Employee by the Employer and the Employee fail to wear the footwear whilst required to at work, the Employer may request the return of the footwear and may issue the Employee with a warning.
- Any deductions shall be in compliance with section 324 of the Act.

14.3 Protective Clothing/Uniform

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

- 2 sets of drill trousers (reimbursement @ \$75each)
- 5 drill long sleeve shirts
- 1 Jumper (if required)
- 1 pair of work boots (as per Clause)
- 1 wet weather jacket (if required)

The protective clothing is considered to be the Company uniform and must be worn at all times on site or in the office. Dark blue drill style approved trouser and all reimbursements must be approved by you Line Manager with all receipts.

14.3.1 Protective clothing conditions of provision:

- Protective clothing is expected to have a life of twelve (12) months;
- The protective clothing is provided under a payback system, whereby twenty (20) weeks of continuous service is required by the Employee (after the purchase of the clothing) to pay off the clothing;
- The 'service credits' shall begin to accrue from the date of the Employee/s request for the clothing;
- Where Employee/s do not complete the total of twenty (20) weeks continuous service following the clothing purchase, the Employer reserves the right to invoice the Employee for the residual cost of such clothing, except when employment is terminated by the Employer through no fault of the Employee/s;
- Where clothing has been provided to the Employee/s by the Employer and the Employee/s fail to wear the clothing in accordance with the criteria outlined below herein, the Employer may request the return of the protective clothing and may issue the Employee with a warning.

- Employees shall be required to wear long sleeve shirts and long trousers at all times.
- Laundering and maintenance of the protective clothing shall be the responsibility of the Employee/s;
- Any deductions shall be in compliance with section 324 of the Act

14.4 Weather-Proof Jackets

Employees shall be provided with weather-proof jackets if requested during the year, under the conditions outlined below:

- By the nature of their work the Employees are subject to the elements.
- The Employee has completed at least one (1) month's service with the Company away from the normal workplace (i.e., on outdoor worksites).
- The request for the jacket is made between the dates prescribed at the outset of this clause.
- The jacket requested is of an approved type (i.e., 'fit-for-work-purpose').
- The jacket is provided under a payback system, whereby twenty (20) weeks of continuous service is required by the Employee (after the purchase of the clothing) to pay off the jacket;
- The 'service credits' shall begin to accrue from the date of the Employee/s request for the jacket;
- Where Employee/s do not complete the total of twenty (20) weeks continuous service following the jacket purchase, the Employer reserves the right to invoice the Employee for, except when employment is terminated by the Employer through no fault of the employee/s;
- The life of the jacket is prescribed as three (3) years and shall only be replaced when it can be demonstrated that it requires replacement due to fair wear and tear.
- Any deductions shall be in compliance with section 324 of the Act.

14.5 Sunscreen

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

14.6 Safety Glasses

Employees will be provided with safety glasses suitable for the task they are completing and safety glasses are to be always worn.

15. Plant, Equipment and Provision and Supply of Tools

- 15.1** The Company will provide the necessary power tools, special purpose tools and precision measuring instruments (other than a tape measure) when they are required by the Employee. It is agreed by the Parties that care is to be exercised to ensure the security of all tools and equipment on sites and in vehicles to protect against theft and damage. Employees are committed to returning equipment to the designated storage area, in order to reduce the cost of maintenance, minimise theft and time spent looking for equipment not returned. All the Company's plant and

equipment is to be properly supervised and maintained to minimise loss or downtime. Employees are to regularly inspect plant in their control and promptly report any defects.

Employees (tradesperson or apprentice) shall replace or pay for any tools supplied by the Company if lost through or damaged through his/her negligence.

15.2 All Employees shall supply, maintain and bring to work daily, the full set of tools as listed in the relevant tool kit list in this Agreement herein (refer to Appendix B, C or D). Where this does not occur, the time spent by Employee/s, ensuring compliance with this clause, shall be unpaid.

15.3 Employees shall provide, wear, and use tool belts (as listed in the relevant tool kit list) designed to hold task-related tools to enable Employees to undertake their work in the most productive manner.

15.4 All tools shall be of an acceptable (i.e., functional) standard and be present at the work site for daily use in performing the required tasks.

15.5 Replacement of Lost Tools

The Employer shall replace Employees' lost tools in line with schedule 2 under the following conditions:

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

15.6 Validation of Tools

Employees shall provide the Employer with visible evidence of their tools which shall be checked off and validated by the Employer for the purposes of this clause (i.e. for provision, standard and compensation purposes). The validation process shall be conducted at the following times:

- When a new Employee begins employment with the Company;
- Within three (3) months of the commencement of this Agreement for existing Employees;
- Annually.

15.6.1 Tools in excess of the relevant tool kit list may also be validated at the Employee's request for the purposes of this clause however the Employer may request validation of such tools at times other than those specified herein. Failure to undertake the tool validation process described herein, shall result in no compensation for loss of tools.

16. Training

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

- Developing a more highly skilled and flexible workforce;
- Developing improved career opportunities for Employees through appropriate training and/or study.

16.1 Skills Database

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

16.2 Training Costs

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

- 16.2.1** Employees may be directed by the Company to attend training or further education during working hours and/or outside of working hours and/ or in addition to working hours.
- 16.2.2** In specific circumstances, costs associated with an agreed training program/s undertaken by Employee/s shall be paid by the Company upon the satisfactory completion of such training program/s. Where training is attended in the Employee's own time, no claim for payment of wages shall be made against the Company by the Employee/s for such time. Where training is conducted during nominal working hours (by mutual agreement) no underpayment of wages shall be made to the Employee/s by the Company for such time. Such training program/s shall be, where practicable, conducted with minimal disruption to the Company's operational demands.
- 16.2.3** Where the Company does not direct an Employee to attend training or further education, the decision as to whether or not payment for training or further education will be made for the training or further education itself, or for the Employees attendance at such training or further education, is at the sole discretion of the Company.
- 16.2.4** Where an Employee requests the Company pay for training or further education which the Company considers is not relevant to its needs, the Company may still agree to pay for such training or further education, however the Employee shall attend the training or further education outside of their own working time and the Employee will not be paid any wages or other monies by the Company for their attendance at such training or further education.

16.2.5 Training Non-Attendance

Where the Company has enrolled an Employee to attend training, to which they do not attend, the Company will/may seek to recover any out of pocket

cost of the training from the Employee, unless in the event of extenuating circumstances.

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

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

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

- Repay the costs by means of service to the Company whereby, one (1) week's service is equivalent to \$50.00 costs;
- Repay the costs by means of the Employer invoicing the Employee the residual costs of the training.

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

- The training was requested by the Employee; and
- The Employee/s initiate termination; or
- The Employee/s termination was due to serious misconduct.

16.4 Company Training

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

17. Apprentices/Trainees Training

17.1 Attendance at School/Registered Training Organisation (RTO)

Apprentices/Trainees shall be required to complete the prescribed "off-the-job" component of their training without loss of pay and during nominal working hours, under the following conditions:

- "Off-the-Job-Training" shall be attended at an approved RTO's training premises;
- Apprentices/trainees who are required to repeat any modules of "Off-the-Job-Training" will do so either in their own time or, if programmes are unavailable after hours the Apprentice/Trainee shall not be paid for such attendance during nominal working hours;

17.2 Apprentice/Trainee Supervision

To ensure that Apprentices/Trainees are appropriately trained and supervised the Parties agree to comply with the Electrical state regulatory Guidelines for the Supervision of Apprentices/Trainees in the Electrical, Electronics and Communications Vocations as contained in Appendix D of this Agreement.

17.3 Profiling

The Parties recognise the importance of profiling to analyse and monitor the Apprentice's/Trainee's performance against industry set national standards of competencies required by their training package and agree to the following:

- Employer shall ensure that they provide sufficient scope of work for Apprentices/Trainees as required by the contract of training;
- Employer shall ensure that Apprentices/Trainees complete the profiling sheets on a regular basis (weekly if practicable);
- Supervising trade-qualified Employees shall (while not certifying that the Apprentice/Trainee is competent in the described tasks) validate accurate profiling sheets with their signature where required;
- Apprentices/Trainees shall complete and submit their profiling sheets on a regular basis (i.e., sheets shall be submitted at a maximum interval of 4 weeks).

Part 3: Conditions of Employment

18. Basic Periodic Rate of Pay and Allowances

- 18.1** At the first full pay period upon approval of this Agreement from the FWC, the rates as set out in Appendix A Schedule 1 and 2 of this Agreement will be paid for all Employees and shall form the basic periodic rates of pay and allowances under this Agreement.
- 18.2** The basic periodic rates of pay in Appendix A – Schedule 1 and Allowances in Schedule 2 will be adjusted annually in the last pay cycle week of January at the rate of 2% or in line with Consumer Price Index (CPI) whichever is greater, up to a maximum of 3.5%. This increase shall be applied for the nominal life of the Agreement.
- 18.3** The rates of pay (including applicable allowances) shall be paid (by electronic funds transfer) into the Employee's nominated bank account weekly on a weekday nominated by the Company. Pay due to an Employee upon termination shall be paid on the nominal weekday pay day.

19. Allowances

Expense related, and other allowances payable under this Agreement are described below and provided in Schedule 2 of Appendix A of this Agreement.

19.1 Availability for Duty (On Call)

- 19.1.1** “Availability for Duty (On Call)” shall mean that the Employee concerned shall be available to the Employer by means of telephone at all times that Employee is rostered for such duty. Should an Employee fail to respond to a call within a **fifteen-minute** period whilst they are on Availability for Duty (On Call), unless in the event of extenuating circumstances, the Employee will not be eligible for the Allowance.
- 19.1.2** Where an Employee is on Availability for Duty (On Call), the Employee shall be paid an Availability for Duty Allowance in accordance with Schedule 2 of Appendix A. If required to work, Employees shall be paid at the appropriate rates of pay for actual time worked. In the case of a single call out the Employee shall be paid a minimum of three (3) hours.
- 19.1.3** The Employee shall not be paid in addition to the minimum three (3) hours if they attend to any subsequent call outs that occur within three (3) hours of the first call out. However, if the Employee is required to attend any call outs that extend beyond the minimum three (3) hours, then the Employee shall be paid for the actual additional hours worked at the appropriate rate of pay.
- 19.1.4** If the Employee attends to any additional call outs that do not occur within the minimum three (3) hour period, then the Employee shall be entitled to another minimum three (3) hour payment.
- 19.1.5** **Actual time** worked shall mean the time taken from the Employee first receiving notification of a requirement to work until the time that the Employee has returned home after such work. Time spent travelling to and from a job will be considered time worked.

19.1.6 Any technical or other work-related phone call shall be treated as actual time worked for the purpose of this clause except the rest period shall not be provided. Incidental and/or non-work related calls shall not constitute a call-out for the purposes of this clause.

19.1.7 A rest period shall be provided to Employees when attending to call outs for the actual time worked between 12.00am (midnight) and 5am on a weekday (Monday to Friday), under the following conditions:

- Rest period shall begin at the ordinary start time that same day (i.e. 3 hours worked between 12am and 3am on a weekday shall result in a paid rest period from (ordinary start time) 8am until 11am)
- The rest period shall be paid at ordinary (single) rates of pay (i.e. employee will not be deducted wages for such a rest period taken during ordinary hours of work)

19.2 First Aid

If an Employee who has been trained to render first-aid, and who is the current holder of appropriate first aid qualifications (i.e. a certificate from a registered training organisation) shall be paid an allowance in accordance with Schedule 2 of Appendix A if the Employee is appointed by the Employer to perform first-aid duties. This allowance will increase each July in line with the percentage increase advised by the Fair Work Commission to the minimum wage.

19.3 Licenses

19.3.1 Licenses

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

- The Employee has been employed in such position by the Company for a continuous period of three (3) years or more;
- The license was obtained upon request by the Company.
- The license is relevant to Companies current work service offerings.
- The Employee presented proof of costs incurred as a result of obtaining and/or renewing the license/s to the Company.
- The license was obtained and/or renewed after the date of certification of this agreement.
- This excludes an individual's Electrical licence, workers are to bear the renewal cost of their own Electrical licence.

19.4 Meals

An Employee required to work overtime for more than two (2) hours without being notified on the previous day or earlier the requirement to work, the Employee shall either be supplied with a meal by the Employer or paid an allowance in accordance with Schedule 2 of Appendix A for the first meal and for each subsequent meal in accordance with the provisions of this Agreement.

19.5 Leading Hand Allowance

19.5.1 In recognition of the increased level of responsibility, supervision and managerial functions performed by leading hands, a three (3) level

allowance structure (contained in Schedule 2 of Appendix A) shall apply to Employee/s during the period that the Company deems them to be performing the following role:

- 19.5.1.** Leading hand shall perform the duties of supervising the work of other Employees, liaise with and, assist the project manager and/or the supervisor/s in the organising, programming and, general management of projects. A leading hand shall also perform the associated record keeping, reporting (quality assurance procedure) clerical and, logistical (ordering and procuring of materials, plant and equipment) duties as well as attend site meetings if/when required.
- 19.5.2** All leading hands shall ensure that Employees under their direction are aware of the work schedules and time allocations for tasks. Subsequently, leading hands shall be required to also monitor and report the following (to management):
- Work progress on a daily basis;
 - Work performed by employees under their direction.
- 19.5.3** All leading hands shall undertake any training deemed necessary by the Company in order to competently carry out the duties and functions of their role.
- 19.5.4** Leading Hand allowance (referred to in Appendix A – Schedule 2) is payable during the period the Employee is performing the duties as described in clause 19.5.1.1. The allowance will be removed should the employee no longer be required to carry out the role of Leading Hand.

19.6 Travel

- 19.6.1** Employees required to, under the express direction of their Employer, use their own vehicle in the service of the Employer (travel between sites and/or workshop, travel to supplier to pick up materials etc.) shall be paid a kilometre rate in accordance with Schedule 2 of Appendix A of this Agreement.
- 19.6.2** Where the Company provides or, offers to provide an Employee with company transport as the means of travel to a place other than the company premises for work, the Employee shall receive no Fares allowance. The Employee in this case, shall be paid (at ordinary rates) reasonable travel time for any such travel in excess of 50km.
- 19.6.3** Employees required to travel in their own vehicle in order to start and/or finish work at the normal start and/or finish time/s at a place other than the registered office/work depot shall be paid a fares allowance in accordance with Schedule 2 of Appendix A. If the Employee is required to travel more than 50 kilometres from the registered office/work depot, the Employee will also be entitled to a mileage rate for every kilometre beyond 50km, as specified in Schedule 2 of Appendix A.
- 19.6.4** Fares allowances will be payable on all working days including overtime and will not be payable on any days when the Employee is absent from work.

19.7 Nominee Allowance

This is applicable to an electrical mechanic who holds the relevant State electrical licence and acts as a nominee for SKS, paid as per Schedule 2.

19.8 Ordering Materials Allowance

19.8.1 This will be payable to an Employee (other than someone who performs supervisory duties or a foreperson), engaged in the building and construction industry, who is left in charge of a job which is of a duration of one week or more, and is required to order materials for a job on which two Employees (including the person receiving the extra payment) are engaged, shall be paid the allowance outlined in Schedule 2.

19.8.1 This amount shall only be paid when four or more days in a pay period are spent on such duties. For periods shorter than four days the daily allowance in Schedule 2 will apply. The above additional amount is not payable to any Employee receiving any of the leading hand rates set out in this Agreement.

19.9 Multi-Storey Allowance

19.9.1 A multi-storey allowance outlined in Schedule 2 shall be paid to all Employees on site engaged in the construction of a multi-storey building as defined herein, to compensate for the unique challenges and difficulties associated with this type of construction.

19.9.2 For the purposes of this clause a multi-storey building is a building which will, when complete, consist of five or more storey levels. For the purposes of this clause, a storey level means a structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels (but excluding half floors such as toilet blocks or store rooms located between floors).

19.10 Towers Allowance

An Employee working on a chimney stack, spire, tower radio or television mast or tower, air shaft (other than above ground in a multi-storey building), lift shaft, service shaft, cooling tower, silo, any similarly constructed building or a building not covered by 19.9.2, where the construction exceeds fifteen metres in height shall be paid for all work above fifteen metres, the hourly allowance outlined in Schedule 2.

19.11 Compensation for Loss of Tools

The Company shall compensate an Employee by the payment of an allowance pursuant to Schedule 2, to replace tools lost by breaking and entering whilst securely stored at the Company's direction in a room or building on the Company's premises, service van, job, workshop or in a lock-up.

20. Employee Records & Time Sheets

20.1 Records

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

20.2 Time Sheets

Employees must accurately complete and return their time sheets at a time nominated by the Company. In cases where the Employee fails to provide a time sheet, payment will be made based on the Employee/s standard working week without any allowances. This will be adjusted when the time sheets are received in the following week's pay.

20.3 Electronic Funds Transfer

Wages shall be paid weekly by electronic funds transfer into the Employee's nominated bank accounts. The Employer will make split payments under the following conditions;

- If the Employee requests split payments: and,
- To a maximum of two separate accounts per Employee.

21. Nominal Hours of Work

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

21.1 Nominal Hours of Work

21.1.1 Full-time Employees shall be required to work 38 hours per week and reasonable additional hours.

21.1.2 Hours of work shall be worked between 6.00am and 6.00pm, Monday to Friday. Start and finish times shall be as determined from time to time by the Company (due to project requirements or seasonal weather variations).

21.1.3 Hours of work shall not exceed 8 hours per day. Provided that by mutual agreement between the Company and an Employee, up to twelve (12) hours may be worked per day, whereby the maximum hours paid at the Employees' basic periodic rates of pay shall still be 38 hours per week.

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

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

hours of work occurring during such rest period. If only on the instructions of the Employer such an Employee resumes or continues work without having had such a rest period, the Employee shall be paid in accordance with Clause 25. Overtime provisions of this agreement until the Employee is released for ten (10) consecutive hours.

21.2 Punctuality

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

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

22. Meal Breaks & Rest Intervals

22.1 Employees shall not be required to work for more than five (5) hours continuously without having an unpaid meal break of at least thirty (30) minutes. Any Employee who, by mutual agreement with the Employer continues work beyond that time because of emergency work problems, shall be paid at the rate of time and a half until a meal break is given or the nominal daily hours of work as prescribed are completed.

22.2 Employees shall be allowed a paid rest interval of ten (10) minutes on each day between the time of commencing work and the usual meal break. The rest interval shall be counted as part of time worked.

23. Smoking / Vaping

Employees recognise that SKS Technologies is committed to providing a smoke free workplace, Employees agree to strictly adhere to the company non-smoking policy with respect to the following guidelines:

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

24. RDO System

24.1 Provided that the Employer and the majority of Employees do not agree otherwise, the nominal working hours shall be worked as a 19-day 4 week cycle of 8 hours each Monday to Friday with one (1) Rostered working Day Off (RDO) in each cycle.

24.2 It is clearly recognised by the Parties that this clause has no application to casual Employees.

24.3 Accumulation & Flexibility

In recognition of the need to obtain improved productivity and efficiency with respect to working hours, the Parties agree to the following measures aimed at providing increased flexibility and/or continuity for the Parties with the allocation of RDO's:

- It is agreed that when operational requirements demand projects remain open and productive on the nominated Building Industry RDO, employees shall work on such days if required;
- Employees may accumulate RDOs (maximum of 5 RDO's), which may be taken individually or on block within six (6) months of accumulation, at times mutually agreed by the Parties, but prior to the next scheduled wage increase;
- Records of each Employee's RDO accruals will be kept by the Employer (in accordance with the Act) and made available to the Employee upon request.
- All RDOs must be taken within the calendar/financial year. Any unused accrued RDOs may be paid out by the Company at the end of the calendar/financial year.
- Where an Employee is scheduled to work on a project site operating on a 36 ordinary hour working week, the Company will consult with them and allow the flexibility of requesting to work at a different location if possible.

25. Overtime

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

25.1 Reasonable Overtime

25.1.1 Company Operational Requirements

The nature of the Company's operational requirements, business and clients requires Employees to work overtime as a result of:

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

25.2 Reasonable Overtime

Employees are required to work reasonable overtime hours, where required to work such overtime they will be paid at the appropriate penalty rates.

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

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

25.3 Selection of Personnel for Overtime

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

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

25.4 Penalty Rates for Overtime

All time worked in excess of the nominal working hours, shall be classed as overtime and paid in accordance with the following.

Monday to Saturday	Double time
Sunday	Double time
Public Holidays	Double time and a half

25.4.1 In computing overtime each day’s work shall stand alone.

25.5 Time Off In lieu of Payment for Overtime

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

If on the termination of an Employee’s employment, time off for overtime worked by the Employee has not been taken, the Company will pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

25.6 Minimum Payment for Weekend, RDO & Public Holiday Overtime

An Employee required to work overtime on a Saturday, Sunday, Rostered Day Off or Public Holiday prescribed in this Agreement, shall be paid a minimum of four (4) hours at the appropriate penalty rate (not applicable to availability for duty/on call).

25.7 Overtime Crib Breaks

25.7.1 No Employee shall be required to work for more than four (4) hours overtime continuously without a twenty (20) minute paid crib break on a weekend or public holiday.

25.7.2 If an Employee is required to work two (2) hours or more overtime on a weekday, the Employee, before starting such overtime (after working their nominal hours) shall be allowed a crib break of twenty (20) minutes which shall be paid for at basic periodic rates of pay.

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

25.8 Rest Period After Overtime

Employees, other than a casual Employee, shall have a rest period of at least ten (10) consecutive hours between the completion of any overtime on one day and the commencement of nominal work on the next day or, next shift. This rest period shall

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

25.9 Minimum Payment for Call Back Overtime

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

25.10 No Entitlement to Penalty Rates and Shift Loading

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

26. Distant Work

26.1 Employees agree that they are prepared to undertake a reasonable share of distant work as and where required by the Company. It is clearly understood by the Parties that this distant work may take precedence over RDO's and/or RDO weekends. It is also agreed that every effort shall be made by the Company and Employees to eliminate any continuous requirement for excessive distant work.

26.2 If an Employee engaged on a job where the Employee is required to remain away from their usual place of abode on distant work and reside elsewhere than on the site (or adjacent to the site and provided with transport) shall be paid the appropriate travelling allowance outlined in this Agreement. Whilst residing on or adjacent to the site, the Employee shall not be entitled to any travelling allowance.

26.2.1 In addition, an Employee shall be paid the following expenses whilst so absent from the usual locality:

- All fares reasonably incurred
- Employees required to remain away from their usual place of abode shall be provided with one of the following methods of company board and lodging provisions:
 - A 'Living Away From Home Allowance' of \$93.00 per day shall be paid to Employees required to remain away from their usual place of abode, for meals and incidentals (company provides appropriate standard level of single accommodation)
 - \$200.00 per night in lieu of Company provided appropriate standard level of single accommodation, meals and incidentals

26.3 Selection of Personnel for Distant Work

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

- Skills and/or experience required for the project and/or distant work.
- Amount of reasonable overtime and/or distant work already performed.

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

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

26.4 Declining Distant Work and Redundancy

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

27. Shift Work

27.1 A *shift* (unless other shift arrangements are mutually agreed for specific projects) is comprised of nominal hours of work as defined in this Agreement (8 hours per day, 38 hours per week between Monday and Friday) with the exception that a shift finishes between the hours of 6.00pm on one day and 6.00am the next.

27.2 Shift work loading will apply when five (5) consecutive days of shiftwork are carried out.

Weekday shifts finishing between 6:00pm & 6:00am	30% for the whole shift
Saturday shifts	50% for the whole shift
Sunday and public holiday shifts	100% for the whole shift

27.3 Where an Employee works on a shift which does not continue for at least five successive afternoon or nights, the Employee shall be paid for such shift at 150% of the ordinary hourly rates of pay (set out in Schedule B) for the first two hours and at 200% of the ordinary hourly rates of pay thereafter.

27.4 Shift Work Overtime

For all time worked in excess of the nominal working hours (i.e. more than 8 hours per day/38 hours per week, on a weekend, or a public holiday) prescribed by this Agreement on a shift, an Employee shall be paid in accordance with the overtime provisions in this Agreement.

27.5 No Entitlement to Shift Loading and Penalty Rates on a Split Shift

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

Example: An 8 hour shift commencing at 8pm on a Friday and finishing at 4am on a Saturday would attract the 50% loading for the first four (4) hours and the applicable overtime penalty rate/s for Saturday for the last four (4) hours. Hours (i.e. overtime) worked beyond 4am on the Saturday shall continue to be paid at the applicable overtime penalty rate.

27.6 Rest Period After Shift Work

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

27.7 Daylight Saving

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

27.8 Shift Work Crib Breaks

No Employee shall be required to work for more than five (5) hours shift work continuously without a twenty (20) minute paid crib break.

28. Public Holidays

28.1 Full-time Employees shall be entitled to payment for those public holidays referred to under section 115(1) of the NES.

28.2 By agreement between the Employer and the Employee, other days may be substituted for the public holidays referred to under section 115(1) of the NES.

28.3 Part-time Employees shall only be entitled to payment for those public holidays they are nominally rostered to work.

28.4 Casual Employees shall have no entitlement to payment for public holidays they do not work.

29. Annual Leave

29.1 Entitlement to Annual Leave

29.1.1 The Employees entitlements to annual leave under this Agreement shall, from the date of lodgement of this Agreement, be in accordance with the NES. Employees will be entitled to four (4) weeks paid annual leave per annum.

29.1.2 An employee defined as a shift worker for the purposes of the NES shall be entitled to accrue five (5) weeks of annual leave per year.

29.1.3 Employees shall receive a leave loading of 17.5% in respect to any annual leave taken. This loading shall apply to the cashing out of annual leave or, proportionate pro-rata leave paid out upon termination (lawful or non-lawful) of employment.

29.2 Accrual of Annual Leave

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

29.3 Taking Annual Leave

29.3.1 The Employer and Employee shall seek to reach agreement on a mutually convenient time (having regard to overall operational and staffing requirements of the Company) for annual leave to be taken by the Employee. Where such agreement, cannot be reached, the Employer may fix a time for an Employee's annual leave to be taken within a period of six (6) months or less from the date when the right to take annual leave has accrued, after giving at least fourteen (14) days' notice to the Employee.

29.3.2 An Employee is required to provide at least one (1) months' notice of a request to take annual leave however, final approval shall lie with the Company.

29.3.3 At the Company's discretion, it may allow an Employee to take annual leave before the right to take it has accrued, but where such leave is taken, a further period of leave shall not commence to accrue until after the expiration of the twelve (12) months service that was required to accrue the right to take the annual leave. Where annual leave or part thereof has been granted before the right to take it has accrued and the Employee subsequently leaves before completing the required twelve (12) months service, and the amount paid by the Employer to the Employee for the annual leave taken exceeds the amount the Employer is required to pay to the Employee on termination, the Employer shall not be liable to make any payment to the Employee for annual leave and shall be entitled to deduct the amount of excess from any remuneration payable to the Employee upon termination of employment.

29.3.4 Where an Employee has more than eight (8) weeks annual leave entitlement accrued to them, the Company may direct the Employee to take annual leave by providing a minimum four (4) weeks' notice in writing to the employee. Such direction shall only apply to a maximum of one quarter of the leave credits owing to the employee.

29.3.5 The Company may direct Employees to take any accrued annual leave during the Company's annual close down (i.e., Christmas/New Year period). Employees that do not apply for leave during this period may be required to take annual leave. Where Employees have not yet accrued such annual leave, the leave taken shall be treated as Leave without Pay. The business will provide a minimum of 2 months' notice about this closure each year.

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

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

29.4 Payment of Annual Leave

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

29.5 Cashing Out Annual Leave

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

- An Employee must elect in writing to cash out annual leave;
- An Employee must not cash out more than two (2) weeks annual leave in each twelve (12) month period;
- The Company must agree to the Employee cashing out their annual leave.

29.6 Annual Leave upon Termination of Employment

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

29.7 Annual Leave and Casual Employees

Casual Employees shall have no entitlement to annual leave.

30. Personal Leave/ Carers Leave

30.1 Definition of Personal/Carer's Leave

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

30.2 Entitlement to Personal/Carer's Leave

Employees are entitled to personal/carer's leave under this Agreement in accordance with the NES. An Employee, other than a casual Employee, shall be entitled to paid personal/carer's leave of 1/26th of their nominal hours worked per annum. Part time Employees shall receive a proportionate amount of leave.

30.3 Accrual of Personal Leave

Subject to this clause, Employee's entitlement to personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work. Provided that personal/carer's leave does not accrue during any periods on unpaid leave or absences.

30.4 Payment of Personal/Carer's Leave

30.4.1 Paid personal/carer's leave is cumulative, provided that Employees are only entitled to take leave in accordance with this clause that leave which has been credited to them. Where Employees are entitled to paid personal/carer's leave they will be paid the amount that would have

reasonably expected to be paid had the Employee worked during that period. Personal / carers leave is not paid out on termination.

30.4.2 The provisions of this clause with respect to payment do not apply if an Employee's is receiving worker's compensation.

30.5 Personal/Carer's Leave and Casual Employees

Casual Employees shall have no entitlement to paid personal/carer's leave. Casual Employees are, however, entitled to unpaid personal/carer's leave in accordance with the Act.

Sick Leave

30.6 If Employees are unable to attend or remain at their place of employment during the ordinary hours of work, for reasons of personal ill health or injury such Employees shall be entitled to payment during such absences in accordance with this clause. Paid sick leave is deducted from an employee's accrued entitlement to personal/carer's leave.

30.7 Payment of Sick Leave

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

30.7.2 Payment for sick leave is conditional upon an Employee also providing to the Company a Medical Certificate for any absence due to illness where the absence:

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

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

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

Carer's Leave

30.11 Carer's leave is paid or unpaid leave taken to provide care and support to a member of immediate family or member of the employee's household because of:

- a) personal illness or injury of the member; or
- b) an unexpected emergency affecting the member.

30.12 Paid carer's leave is deducted from an Employee's accrued personal/carer's leave.

- 30.13** Employees are entitled to a further two (2) days unpaid carers leave on each occasion where care is required beyond the maximum paid carer's leave as provided for in clause 30.13. To qualify for unpaid carer's, leave the Employee must have already used all of their paid carer's leave entitlements and satisfy the Act.
- 30.14** To be entitled to carer's leave (either paid or unpaid) an Employee must advise the Company as soon as reasonably practical of their inability to attend work in order to provide care and support. Whenever possible employees should advise the Company at least two (2) hours prior to the commencement of their shift and indicate the expected duration of their absence.
- 30.15** For all absences, Employees must provide the following:
- a) in the case of illness or injury of a member of an employee's immediate family or household the employee must provide:
 - (i) a medical certificate indicating that a member of their immediate family or household has, had or will have a personal illness or injury during a period of the leave: or
 - (ii) a statutory declaration which includes a statement that the employee require/required leave to provide care or support to a member of their immediate family or household because of personal illness or injury.
 - b) in the case of an unexpected emergency a statutory declaration which includes a statement that the Employee require/required leave to provide care or support to a member of their immediate family or household because of an unexpected emergency affecting that person.
- 30.16** 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.
- 30.17** When taking unpaid carer's leave, casual Employees must comply with the notice and evidence requirements specified in clause 30.15.

31. Compassionate Leave

- 31.1** Employees entitlement to paid compassionate leave under this Agreement shall be in accordance with the NES.
- 31.2** An Employee is entitled to compassionate leave for the purposes of spending time with a person who:
- Is a member of the Employee's immediate family; and
 - Has a personal illness, or injury, that poses a serious threat to their life; or
 - After the death of a member of the employee's immediate family.

For the purposes of this clause, immediate family member refers to a partner, child, parent, grandparent, grandchild or sibling of an employee or an employee's partner. Partner includes a current or former partner or spouse, de facto partner or spouse or a former de facto partner or spouse.

31.3 Compassionate Leave Entitlement

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

- Contracts or develops a personal illness that poses a serious threat to their life; or

- Sustains a personal injury that poses a serious threat to their life; or
- Dies.

31.4 Payment of Compassionate Leave

31.4.1 To qualify for payment for compassionate leave, the Employee must provide the Company evidence that the Company reasonably requires of the illness, injury or death.

31.4.2 Payment for paid compassionate leave shall be in accordance with the Act.

32. FAMILY AND DOMESTIC VIOLENCE

Family and domestic violence, for the purposes of the Fair Work Act, means violent, threatening or other abusive behaviour that seeks to coerce or control the employee and causes them harm or fear.

32.1 Employees entitlement to paid Domestic Violence leave under this Agreement shall be in accordance with the NES.

32.2 Employees who are experiencing family and domestic violence can take this leave to deal with the impacts of family and domestic violence where it is not practical to do so outside their work hours. This might include:

- making arrangements for their own or a family member's safety (including relocation)
- attending court or accessing police services.
- attending counselling, or appointments with medical, financial, or legal professionals.

For the purposes of this clause, immediate family member refers to a partner, child, parent, grandparent, grandchild or sibling of an employee or an employee's partner. Partner includes a current or former partner or spouse, de facto partner or spouse or a former de facto partner or spouse.

32.3 Domestic Violence Leave Entitlement

Employees (including part-time and casual employees) in the Fair Work system are entitled to **10 days of paid** family and domestic violence leave each year.

32.4 Evidence of Domestic Violence Leave

Employees must let their employer know as soon as possible if they need to take family and domestic violence leave. An employer can ask for evidence to show that the employee needs to do something to deal with family and domestic violence and it's not practical to do it outside their work hours. Types of evidence an employee can provide include:

- a statutory declaration
- family violence support service documents
- documents issued by a police service, or
- documents issued by a court.

32.5 Payment of Domestic Violence Leave

To qualify for payment for Domestic Violence leave, the Employee must provide the evidence that the Company reasonably requires listed above and Payment for paid leave shall be in accordance with the Act.

33. PARENTAL LEAVE

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

34. Long Service Leave

Employees that mainly perform installation work shall be provided portable long service leave in accordance with the *Construction Industry Long Service Leave Act 1997 as administered by LeavePlus or its successor*.

35. Jury Service

35.1 Payment

If an Employee is required to attend for jury service during nominal working hours, they shall be reimbursed by the Employer an amount, equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the nominal time they would have worked had they not been on jury service.

35.2 Proof and Notification

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

36. Inclement Weather

36.1 Definition and Payment

36.1.1 Inclement weather shall mean the existence of continuous abnormal and/or extreme climatic conditions described herein, whereby it is either unsafe and/or unreasonable for Employees, exposed to this weather, to continue working as determined by the Company.

36.1.2 Each affected Employee shall be entitled to payment by the Employer for nominal time lost through inclement weather for up to sixteen (16) hours in every period of four (4) weeks, where the procedures outlined in this clause are complied with.

36.2 Conference Procedure

36.2.1 The site leading hand/supervisor, when requested by the Employees, shall advise the Company of the Employees' claim that inclement weather exists on site. This advice shall occur within sixty (60) minutes of such a request being made by the Employees. Following the request, the Employees should

continue to work during this period, until direction is provided by the relevant SKS Management in regard to the appropriate option under the relevant inclement weather sub-clauses herein.

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

36.2.3 For the purposes of determining the temperature for inclement HOT weather, the temperature shall be sourced, from the Bureau of Meteorology station geographically nearest the work site or www.bom.gov.au website.

36.3 Inclement Wet Weather – Continuous Rain

36.3.1 Employees shall not be required to work whilst exposed to continuous rain. However, Employees shall remain on site (in a location/amenities unaffected by the inclement weather) for a minimum period of four (4) hours from when the inclement weather conference procedure commenced.

36.3.2 If, at any stage during this four (4) hour period the inclement weather ceases to exist, Employees shall return to work (for the purposes of clarity the calculation of the four (4) hour period recommences following each work period).

36.3.3 During this four (4) hour period, Employees may be required to comply with any of the following options:

- Employees exposed to such weather whilst working shall be relocated to alternative work (which is undercover and/or not exposed to continuous rain) on the same site if possible or, such work on an alternative site. If relocated to an alternative site, Employees shall be entitled to the appropriate travelling and transport provision/s contained in this Agreement;
- Where Employees are required, by the site safety officer or, by the Employer to continue working in the continuous rain for safety or emergency purposes only, the Employer shall provide appropriate wet weather equipment and clothing. Such equipment and clothing shall remain the property of the Employer.
- Where required by the Company, affected Employees shall participate in:
 - Work planning sessions
 - Toolbox meetings
 - Company inductions
 - HSEQ training
 - Equipment training
 - Any other tasks directed to be carried out without exposure to inclement weather conditions.
- Where all available options have been exhausted and the Employees have complied with the procedures provided herein (i.e. Remained on site for the minimum of four (4) hours etc.), Employees shall then be allowed to leave the work site.

36.4 Inclement Hot Weather – Extreme Heat

36.4.1 Employees shall not be required to work whilst exposed to extreme heat. However, Employees shall remain on site. The Conference procedure, as per Clause 36.2 to be carried out in the event of inclement weather.

36.4.2 Where it is confirmed by the Company and the Employees that the temperature is 35 degrees Celsius, Employees shall no longer be required to work in exposed (non-shaded) areas. Furthermore, where it is confirmed by the Company and Employees that the temperature is 35 degrees Celsius, employees (not working in air-conditioned areas) shall not be required to remain on the work site for the final hour of the ordinary working day.

36.4.3 Employees may be relocated from their ordinary work site to an alternative work site (that may either provide air-conditioning or not be exposed to such extreme heat) prior to the normal starting time on days where the anticipated temperature is 37 degrees Celsius or greater.

36.4.4 Where required by the Company, affected Employees shall participate in:

- Work planning sessions
- Toolbox meetings
- Company inductions
- HSEQ training
- Equipment training
- Any other tasks directed to be carried out without exposure to
- Inclement weather conditions.

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

36.4.6 On days of forecast heat in excess of 35 degrees the Company and the Employees agree that the spread of hours can be adjusted to allow Employees to commence work early to allow work to be completed in the cooler parts of the day.

37. Company Vehicles

37.1 Company Vehicle Policy

An Employee shall not operate a Company vehicle without first reading and acknowledging the Company Vehicle and Drug and Alcohol policies.

37.2 Use of Company Vehicles

The Company may provide limited private use of a Company vehicle to Employee by mutual agreement, in accordance with the Company Vehicle and Drug and Alcohol policies.

37.3 Damage/s to Company Vehicles

All costs associated with damages sustained to a Company vehicle during work hours (including direct travel to and from work to home) shall be incurred by the Company except, where insurance has become void through the fault of an Employee whereby the Employee may become liable for costs. In the case of

damages sustained outside of working hours, an Employee will be required to pay the insurance excess at a rate of no less than \$50 per week.

38. Redundancy

38.1 Definition

Redundancy shall apply where an Employer has made a definite decision that the Employer no longer wishes the job an Employee has been doing to be done by anyone and that decision leads to the termination of employment of the said Employee.

38.2 Pay

38.2.1 In addition to the period of notice prescribed for ordinary termination, an Employee whose employment is terminated by reason of redundancy, shall be entitled to the amount of redundancy pay in respect of a continuous period of services in accordance with the following table.

Period of continuous service	Redundancy pay
At least 1 year but less than 2 years	4 week's pay
At least 2 year but less than 3 years	6 week's pay
At least 3 year but less than 4 years	7 week's pay
At least 4 year but less than 5 years	8 week's pay
At least 5 year but less than 6 years	10 week's pay
At least 6 year but less than 7 years	11 week's pay
At least 7 year but less than 8 years	13 week's pay
At least 8 year but less than 9 years	14 week's pay
At least 9 year but less than 10 years	16 week's pay
At least 10 years	12 week's pay

38.2.2 Week's pay means the weekly periodic rate of pay, at the date of termination.

38.3 Exemption

Redundancy shall not apply:

- Where termination of employment is a consequence of malingering, inefficiency, neglect of duty, misconduct or refusing duty (i.e. including refusing reasonable distant work), or conduct that justifies summary dismissal;
- To apprentices and trainees;
- To Employees employed on a casual basis;
- To Employees engaged for a specific period of time for a specific task or tasks;
- Where legislation provides that the Employer is not required to pay redundancy.

39. Termination of Employment

39.1 Period of Notice

39.1.1 In order to terminate the employment of a full-time or part-time Employee the Employer shall give to the Employee the period of notice specified in the table below, or payment in lieu thereof.

Period of continuous service	Notice Period
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

In addition to this notice period, Employees over 45 years of age with not less than two (2) years continuous service at the time of the giving of notice are entitled to an additional weeks' notice.

39.2 Entitlements on Termination

39.2.1 Where an Employee is paid under the RDO system and has accrued a credit towards an RDO, such credit shall be taken into account in calculating wages due on termination.

39.2.2 Where notice has been given by the Employer, instead of requiring an Employee to continue in employment until such notice expires, the Employer may pay the wages equivalent to the required period of notice.

39.2.3 The Employee shall terminate employment at one (1) weeks' notice, at any time during the week, or by payment, or forfeiture as the case may be, of a week's basic periodic rate of pay for nominal hours worked.

39.2.4 If the Employee fails to give notice the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the basic periodic rate of pay for the period of notice.

39.2.5 Where an Employer has given notice of termination to an Employee, the Employee shall be allowed up to one day's time off during the notice period without pay to seek other employment.

39.3 Abandonment of Employment during Notice Period

An Employee who has given or been given notice and absents themselves from work during that period of notice without reasonable cause (proof of which shall lie with the Employee), shall be deemed to have abandoned the employment and shall not be entitled to any payment for work done by themselves within that period.

39.4 Summary Dismissal

Nothing in this Agreement shall affect the right of the Employer to dismiss any Employee for any work-related theft, including that of scrap materials, be it from the Company, a work site, other Employees or from a customer, shall be grounds for summary dismissal. Any serious misconduct such as but not limited to dishonesty, malingering, drunkenness or assault on a fellow Employee or Employer shall also

be grounds for summary dismissal. Whereby, wages shall be paid up until the time of dismissal only.

39.5 Stand Downs

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

40. Enterprise Specific Matters

40.1 Temporary Higher Duties/Changing Work Vocations

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

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

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

40.2 Superannuation

40.2.1 It is agreed between the Parties that the Company will pay an eligible Employee their weekly superannuation contribution on a monthly basis to a superannuation fund as determined by the Employee upon commencement of their employment.

40.2.2 Where the Employee does not make a choice of superannuation fund upon commencement of their employment, the Employer is to contact the Australian Taxation Office to determine whether the Employee has a stapled fund. If such stapled fund exists, the Employer shall make the contributions into that fund.

40.2.3 If no stapled fund exists, the Employer shall make the required statutory contributions to the default fund nominated by the Employer until the time when such a choice is requested by the Employee.

40.3 Tools Provided by Employees

40.3.1 All Employees agree to provide their own tools (refer Appendix B, C or D for requirements) at work and to use it wherever necessary to improve efficiency and productivity. Upon commencement with the Company an employee must validate their tools with the company.

40.3.2 Where requested one replacement battery per employee per year shall be exchanged after completion of each year (12 months) of service.

40.4 Insulation and Continuity Testers Provided by Employees

40.4.1 All Employees agree to provide their own insulation and continuity tester at work and to use it wherever required to test insulations. Testing equipment is to be of an acceptable standard approved by the Company.

40.4.2 A test certificate to be provided upon commencement with the company with Employees to arrange for testing and calibration for their first 12 months of service, Annual testing to be arranged by the company after 24 months of service. Any additional testing or calibration outside this period will be the employee's responsibility.

40.5 Mobile Phones & Devices

40.5.1 It is Agreed that the Company will issue Mobile Devices/phones on an "as required" basis to assist Employees in their daily work activities, under the following conditions:

- Personal use is to be limited to work breaks or emergencies only;
- Each Employee has a limit per month for phone calls (to be advised upon issue and or when changed by company), which includes work and personal calls. No justification of calls is required if the bill is under this limit. When the bill is over specified limit Employees will be required to:
 - Split all personal calls from work calls;
 - Pay for all personal calls on that bill;
- It is agreed that every effort will be made to protect phones from theft, damage and misuse. Phones damaged due to undue care will not be replaced at the Company's expense; the cost will be deducted from the Employee's basic periodic rate of pay at \$50.00 per week.
- This clause shall operate in conjunction with the Company Mobile Phone/Device Policy.

41. Individual Flexibility Agreements

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

(a) the Agreement deals with one (1) or more of the following matters:

- arrangements about when work is performed;
- overtime rates;
- penalty rates;
- allowances;
- leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and

- (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 41.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 41.3** The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - 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.
- 41.4** The Employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 41.5** The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

42. Consultation Clause

- 42.1** This term applies if the Employer:
- 42.1.1** has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - 42.1.2** proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 42.1.2** For a major change referred to in clause 42.1.1
- 42.2.1** The Employer must notify the relevant Employees of the decision to introduce the major change; and
 - 42.2.2** subclauses 42.3 to 42.9 apply.
- 42.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 42.4** If:
- 42.4.1** A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

42.4.2 The Employee or Employees advise the Employer of the identity of the representative;

The Employer must recognise the representative.

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

42.5.1 Discuss with the relevant Employees:

- a) the introduction of the change; and
- b) the effect the change is likely to have on the Employees; and
- c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

42.5.2 For the purposes of the discussion--provide, in writing, to the relevant Employees:

- a) all relevant information about the change including the nature of the change proposed; and
- b) information about the expected effects of the change on the employees; and
- c) any other matters likely to affect the Employees.

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

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

42.8.1 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 42.2.1, 42.3 and 42.5 are taken not to apply.

42.9 In this term, a major change is ***likely to have a significant effect on Employees*** if it results in:

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

Change to regular roster or ordinary hours of work

42.10 For a change referred to in clause 42.1.1

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses 42.11 to 42.15 apply.

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

- 42.12** If:
- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - b) the Employee or employees advise the Employer of the identity of the representative;

The Employer must recognise the representative.

- 42.13** As soon as practicable after proposing to introduce the change, the Employer must:
- a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

42.16 In this term: "**Relevant Employees** " means the Employees who may be affected by a change referred to in subclause 42.

Appendix A

Schedule 1 – Basic Periodic Rates of Pay

Classification / Worker Grades	Upon Certification of agreement (first full pay period on or after)	
	Total Hourly Pay Rate	Total Weekly Rate
Grade 1	31.71	1,204.98
Grade 2	34.25	1,301.50
Grade 3	36.77	1,397.26
Grade 4	39.32	1,494.16
Grade 5	47.98	1,823.24
Grade 6	51.96	1,974.48
Grade 7	55.95	2,126.10
Grade 8	59.97	2,278.86
Grade 9	61.92	2,352.96
Grade 10	63.87	2,427.06
Grade 11	64.80	2,462.40
Grade 12	66.75	2,536.50
Grade 13	69.40	2,637.20
Apprentices		
1st Year	19.00	722.00
2nd Year	23.00	874.00
3rd Year	27.00	1,026.00
4th Year	31.00	1,178.00
Adult Apprentices		
1st Year	28.00	1,064.00
2nd Year	35.00	1,330.00
3rd Year	35.00	1,330.00
4th Year	35.00	1,330.00

Note: The rates above will change annually in accordance with clause 18.2 of this Agreement

Schedule 2 – Allowances

Availability for Duty (Clause 19.1)	
Availability for Duty/On Call Allowance	\$144.20 per week
First Aid (Clause 19.2)	
First Aid Allowance (for appointed Employees)	\$21.73 per week
Overtime Meals (Clause 19.4)	
Meal allowance	\$19.00 per meal
Supervisors (Clause 19.5)	
Leading Hand Level 1 (3 – 5 employees)	\$1.17 per hour
Leading Hand Level 2 (6 – 10 employees)	\$1.40 per hour
Leading Hand Level 3 (11 – 20 employees)	\$1.62 per hour
Leading Hand Level 4 (20+ employees)	\$2.20 per hour
Travel (Clause 19.6)	
Kilometre Rate	\$0.94 per kilometre
Fares Allowance Per Day (not applicable if company car provided)	\$23.72 per day
Distant Work (Clause 26.2)	
Living Away from Home Allowance (Company Provided Accommodation)	\$93.00 per day
Living Away from Home Allowance (Self Provided Accommodation)	\$200.00 per day
Nominee Allowance Per Week	\$95.20 per week
Rate For Order Materials Per Week	\$20.70 per week
Rate For Ordering Materials Per Day	\$4.14 per day
Multi-Storey Allowance Per Hour	
0-15 Floors	\$0.71 per hour
16-30 Floors	\$0.87 per hour
31-45 Floors	\$1.32 per hour
46-60 Floors	\$1.69 per hour
More Than 60 Floors	\$2.15 per hour
Towers Allowance (Higher than 15 metres) Per Hour	\$0.75 per hr with an additional \$0.75 per hr for work above each further 15 mtrs
Compensation For Loss Of Tools	\$450.00

Note: The rates above will change annually in accordance with clause 18.2 of this Agreement

Schedule 3 – Employment Classification Scales

1. Worker Grade 1

A Worker Grade 1 is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such.

2. Worker Grade 2

Electrical

A Worker Grade 2 is an Employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson; and Without limiting the scope of the work, an Employee may perform the following tasks to the level of the Employee's training:

- Unskilled tasks as directed;
- Cut to specified lengths – ducting, unistrut, conduit, and other cable and support systems;
- Paint cable trays, ducts and conduits;
- Directly assists a tradesperson installing cable/conduit, ducting and other cable enclosures or support systems;
- Chase walls as marked by a tradesperson.

Audio Visual

A Worker Grade 2 is an Employee who primarily performs 'rough in' work and has obtained a minimum of 12 months of relevant experience within the audio-visual industry.

An AV installer Grade 2 will also hold their elevated work platform operator licence, their working at heights permit and their construction industry induction white card.

Without limiting the scope of the work, an Employee may perform the following tasks to the level of the Employee training:

- Reading and understanding schematics (drawings)
- Installing cabling (including data and communication cabling)
- Checking cabling to ensure neat and safe installation and ensure cabling doesn't impact on other services
- Appropriately determining cable location/route to ensure protection of cable
- Ensure cabling is labelled correctly
- Operating company plant and equipment as qualified and required

3. Worker Grade 3

Electrical

A Worker Grade 3 is an Employee who works under direction, may be required to perform the work of a Worker Grade 2; and

Without limiting the scope of the work the Employee may perform the work described below to the level of the Employee's training:

- Is engaged in store work; or
- Is qualified and required to drive or operate the Employer's vehicles, machinery, plant or equipment incidental to the Employee's primary task or functions; or
- Inspects and tests fire alarm or security alarm equipment; or
- Under the supervision of a tradesperson or electronics serviceperson:
 - Installs radio, communications and related equipment including antenna; or
 - Installs fire alarm or security alarm equipment; or
 - Installs data and communication cabling;
 - Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

Audio Visual

An AV Installer Grade 3 is an Employee who primarily 'rough in and mounting' work and has a minimum of 3 years of relevant experience in the audio visual industry.

An AV installer Grade 3 will also hold their elevated work platform operator licence, their working at heights permit and their construction industry induction white card.

Without limiting the scope of the work the Employee may perform the following tasks to the level of the Employee training:

- Reading and understanding schematics (drawings)
- Installing cabling (including data and communication cabling)
- Checking cabling to ensure neat and safe installation and ensure cabling doesn't impact on other services
- Appropriately determining cable location/route to ensure protection of cable
- Ensure cabling is labelled correctly
- Mounting hardware in line with manufacturers requirements
- Operating company plant and equipment as qualified and required

4. Worker Grade 4

Electrical / Communications

A Worker Grade 4 is an Employee who: Has worked for not less than one (1) year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of the Employee's training is an Employee who is accredited to perform:

- Scaffolding or rigging; or
- Is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
- Has worked for not less than one (1) year as an Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics service person:
- Installs radio, communications and related equipment including antenna; or
- Installs AV wiring or equipment; or
 - Installs fire alarm or security alarm equipment; or
 - Installs, terminates and tests data and communication cabling; or
 - Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of an Electrical Worker Grade 3 and works without assistance and supervision; or
 - Holds a restricted electrical registration;
 - Provided that this person shall not undertake tasks requiring the skills of a tradesperson.
- Included in this grade is the work of purchasing clerk/store person.
- A Communications Technician who holds a current ACMA Open Registration Licence complete with the relevant endorsements.

Audio Visual

An AV Installer Grade 4 is an Employee primarily performs 'rack build 'work and has more than 4 years of relevant experience in the audio visual industry.

An AV installer Grade 4 will also hold their elevated work platform operator licence, their working at heights permit and their construction industry induction white card. Without limiting the scope of the work, the Employee may perform the following task to the level of the Employee training:

- Reading and understanding schematics (drawings)
- Installing audio visual equipment to the rack as per rack layout
- Terminating (including soldering, crimping, screwing) and installing interconnecting cables
- Ensure cabling is labelled correctly
- Operating company plant and equipment as qualified and required

5. Worker Grade 5

Electrical / Communications

An Electrical Worker Grade 5 and or Communications Technician is employed to use the skills acquired through the training specified below and is an employee who:

- Holds a trade certificate or tradesperson's rights certificate, in an electrical trade; or
- An AQF Certificate level 3 in electrotechnology in one of the following:
- Systems electrician; or
- Assembly and servicing; or

- Has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in communications/electronics; or
- A Communications Technician who holds a current ACMA Open Registration Licence complete with the relevant endorsements and has worked for not less than five (5) years in the industry.
- Has successfully completed an appropriate instrumentation trade course; or an AQF Certificate level 3 in electrotechnology instrumentation; or
- Holds an appropriate electrical/refrigeration/air conditioning trade certificate; or an AQF Certificate level 3 in electrotechnology refrigeration and air-conditioning; or
- Has successfully completed an appropriate trade course in linework or cable jointing, or an AQF Certificate level 3 in transmission powerline or ESI distribution powerline; or has otherwise reached an equivalent standard of skills and knowledge.
- Has successfully completed an appropriate recognized vendor/industry training course and has the relevant industry experience
- Included in this grade is the work of:
 - Electrical tradesperson level 1;
 - Electronic/communications service person level 1;
 - Instrument tradesperson level 1;
 - Refrigeration/air conditioning tradesperson level 1;
 - Linesperson/cable jointer level 1;
 - Electrical tradesperson powerline level 1.

Audio Visual

An AV Installer Grade 5 is an Employee who primarily does 'fit off and commissioning' work and has a minimum of 5 years of relevant experience in the audio visual industry. An AV installer Grade 5 will also hold their elevated work platform operator licence, their working at heights permit and their construction industry induction white card.

Without limiting the scope of the work the Employee may perform the following tasks to the level of their Employee training:

- Reading and understanding schematics (drawings)
- Affixing permanent cable labels
- Terminating (including soldering, crimping, screwing) and installing interconnecting cables
- Installing racks, display devices and audio devices
- Conducting basic testing
- Operating company plant and equipment as qualified and required
- Ensure the AV System operates as designed
- Testing AV equipment
- Configuring devices
- Fault finding and restore/repair
- Conducting quality Inspections / commissioning reports

6. Worker Grade 6

Electrical

An Electrical Worker or Communications Technician Grade 6 is an Electrical Worker and or Communications Technician Grade 5 who in addition to being licenced to perform electrical work:

- An Electrical Worker who has worked for not less than five (5) years in the industry and holds a trade certificate or tradesperson's rights certificate, in an electrical trade;
- A Communications Technician who has worked for not less than five (5) years in the industry and has completed a Cert III in Telecommunications cabling, and holds current ACMA Licence
- Has successfully completed 3 appropriate training modules or 33% of the qualification specified for Electrical Worker Grade 7 or its equivalent; or
- Equivalent structure in-house training relevant to the Employer's business or enterprise as agreed between the Parties to the Agreement; and
- Is employed to use the skills acquired through the training or experience specified.
- Included in this grade is the work of:
 - Electrical tradesperson level 2;
 - Electronic/communications service person level 2;
 - Instrument tradesperson level 2;
 - Refrigeration/air conditioning tradesperson level 2;
 - Linesperson/cable jointer level 2;
 - Electrical tradesperson powerline level 2.

Audio Visual

An AV Installer Grade 6 is an Employee who completes all facets of work for an AV install and has a minimum of 6 years of relevant experience in the audio visual industry. An AV installer Grade 6 will also hold their elevated work platform operator licence, their working at heights permit and their construction industry induction white card.

An AV installer Grade 6 will also supervise up to 5 employees.

Without limiting the scope of the work the Employee may perform the following tasks to the level of the Employee training:

- Reading and understanding schematics (drawings)
- Affixing permanent cable labels
- Terminating (including soldering, crimping, screwing) and installing interconnecting cables
- Installing racks, display devices and audio devices
- Conducting basic testing
- Operating company plant and equipment as qualified and required
- Ensure the AV System operates as designed
- Thoroughly testing AV equipment
- Configuring all devices
- Fault finding and restore/repair
- Conducting quality Inspections
- Completing commissioning reports

7. Worker Grade 7

Electrical

An Electrical Worker or Communications Technician Grade 7 is an Electrical Worker and or Communications Technician Grade 6 who:

- Holds a trade certificate or tradesperson's rights certificate, in an electrical trade and has completed a Cert III in Telecommunications cabling, and holds current ACMA Licence
- Has successfully completed a Post Trade Certificate or nine (9) appropriate modules towards an Advanced Certificate or AQF Diploma in Electrotechnology; or their equivalent; or
- An AQF Certificate Level IV in Electrotechnology, or has acquired the same standard of skills through other means including a minimum of two (2) year's experience in the industry; and
- Is employed to use the skills acquired through the training and/or experience specified;
- Included in this grade is the work of:
 - Electrician special class;
 - Electronic/communications service person special class;
 - Instrument tradesperson special class refrigeration/air conditioning tradesperson special class;
 - Linesperson/cable jointer special class;
 - Electrical tradesperson powerline special class.

Audio Visual

An AV Installer Grade 7 is an Employee who completes all facets of work for AV install and has a minimum of 7 years of relevant experience in the audio visual industry. An AV installer Grade 7 will also hold their elevated work platform operator licence, their working at heights permit and their construction industry induction white card. An AV installer Grade 7 will supervise approximately 5 to 10 employees.

Without limiting the scope of the work the Employee may perform the following tasks to the level of the Employee training:

- Reading and understanding schematics (drawings)
- Affixing permanent cable labels
- Terminating (including: soldering/crimping/screwing) & installing interconnecting cables
- Installing racks, display devices and audio devices
- Conducting basic testing
- Operating company plant and equipment as qualified and required
- Ensure the AV System operates as designed
- Thoroughly testing AV equipment
- Configuring all devices
- Fault finding and restore/repair
- Conducting quality Inspections
- Completing commissioning reports

8. Worker Grade 8

Electrical

An Electrical Worker or Communications Technician Grade 8 is an Electrical Worker and or Communications Technician Grade 7 who has successfully completed a Post Trade Certificate or nine (9) appropriate modules towards an Advanced Certificate or an AQF Diploma in Electrotechnology or their equivalent, or an AQF Certificate Level IV in Electrotechnology. In addition, this Employee has had not less than two (2) years' experience as an Electrical Worker Grade 7 and is employed to use the skills acquired through the training and/or experience specified;

- Included in this grade is the work of:
 - Advanced electrical tradesperson level 1;
 - Advanced electronic/communications service person level 1;
 - Advanced instrument tradesperson level 1;
 - Advanced electrical tradesperson powerline level 1.

Audio Visual

An AV Installer Grade 8 is an Employee who completes all facets of work for AV install and has a minimum of 8 years of relevant experience in the audio visual industry. An AV installer Grade 8 will also hold their elevated work platform operator licence, their working at heights permit and their construction industry induction white card. An AV installer Level 8 will also supervise approximately 10 to 15 employees.

Without limiting the scope of the work the Employee may perform the following tasks to the level of the Employee training:

- Reading and understanding schematics (drawings)
- Affixing permanent cable labels
- Terminating (including soldering, crimping, screwing) and installing interconnecting cables
- Installing racks, display devices and audio devices
- Conducting basic testing
- Operating company plant and equipment as qualified and required
- Ensure the AV System operates as designed
- Thoroughly testing AV equipment
- Configuring all devices
- Fault finding and restore/repair
- Conducting quality Inspections
- Completing commissioning reports

9. Worker Grade 9

Electrical

An Electrical Worker or Communications Technician Grade 9 is an Electrical Worker and or Communications Technician Grade 8 who has successfully completed an appropriate Advanced Certificate or an AQF Diploma in Electrotechnology, or their formal equivalent and is employed to use the skills acquired through the training and/or experience specified;

- Included in this grade is the work of:
 - Advanced electrical tradesperson level 2;

- Advanced electronic/communications service person level 2;
- Advanced instrument tradesperson level 2;
- Advanced refrigeration/air conditioning tradesperson level 2;
- Advanced electrical tradesperson power line level 2.

Audio Visual

An AV Installer Grade 9 is an Employee who completes all facets of work for AV install and has a minimum of 9 years of relevant experience in the audio visual industry.

An AV installer Grade 9 will also hold their elevated work platform operator licence, their working at heights permit and their construction industry induction white card.

An AV installer Grade 9 will also supervise approximately 15 to 20 employees.

Without limiting the scope of the work the Employee may perform the following tasks to the level of the Employee training:

- Reading and understanding schematics (drawings)
- Affixing permanent cable labels
- Terminating (including soldering, crimping, screwing) and installing interconnecting cables
- Installing racks, display devices and audio devices
- Conducting basic testing
- Operating company plant and equipment as qualified and required
- Ensure the AV System operates as designed
- Thoroughly testing AV equipment
- Configuring all devices
- Fault finding and restore/repair
- Conducting quality Inspections
- Completing commissioning reports

10. Worker Grade 10

Electrical

An Electrical Worker or Communications Technician Grade 10 is an Electrical Worker and or Communications Technician Grade 9 who has successfully completed an appropriate Associate Diploma or AQF Advanced Diploma or their formal equivalent and is employed to use the skills acquired through the training and/or experience specified;

- Included in this grade is the work of:
 - Advanced electrical tradesperson level 3;
 - Advanced electronic service person level 3;
 - Advanced instrument tradesperson level 3;
 - Advanced refrigeration/air conditioning tradesperson level 3;
 - Advanced electrical tradesperson power line level 3.

Audio Visual

An AV Installer Level 10 is an Employee who completes all facets of work for AV install and has a minimum of 10 years of relevant experience in the Audio Visual industry.

An AV installer Level 10 will also hold their elevated work platform operator licence, their working at heights permit and their construction industry induction white card. An AV installer Level 10 will also have the ability to supervise greater than 20 employees.

Without limiting the scope of the work the Employee may perform the following tasks to the level of the Employee training:

- Reading and understanding schematics (drawings)
- Affixing permanent cable labels
- Terminating (including soldering, crimping, screwing) and installing interconnecting cables
- Installing racks, display devices and audio devices
- Conducting basic testing
- Operating company plant and equipment as qualified and required
- Ensure the AV System operates as designed
- Thoroughly testing AV equipment
- Configuring all devices
- Fault finding and restore/repair
- Conducting quality Inspections
- Completing commissioning reports

11. Worker Grade 11 to 13

An Electrical / Communications / AV Worker Grade 11 to Grade 13 is a worker who is deemed to meet and exceed the requirements of a Grade 10 worker and is deemed to be an exceptional leader as appropriately defined by the business. Anyone suggested to be given this grade needs to be approved by the CEO.

Appendix B

Tool Kit: Electrical Mechanic

Allen Keys (Metric/Imperial)	Spanner (shifting 8")
Chisel Cold	Spanners (open ended 6mm-19mm)
Chisel 1/2" Wood	Spanners (ring 6mm - 19mm)
Crimping Tool (Utilux 00 or equivalent) up to 16mm	Spanners (socket 6mm - 25mm)
Bootlace Crimper (Where required)	Insulating lug crimping tool
Pop Rivet Gun	Steel Square
Hacksaw	Stilson Wrench (20mm-50mm)
Junior Hacksaw	Spirit level 300mm
Hammer (3lb)	Claw Hammer
Jemmy Bar (12" or 18") - Optional	Tape (8M)
Retractable blade type knife	Tin Snips (10")
Multigrips	Tool Belt or Tool Box
Pliers (insulated 8' combination)	Torch
8" side cutter	AS 3000 - Wiring Rule Book (Up to Date)
8" cable cutter	AS 3008 or equivalent
Pliers (long nose)	Voltage Tester (test lamp Wigger or similar)
Plumb Bob & String Line	Appropriate Cable Strippers
Punch (centre)	Conduit/duct cutters
Screwdriver (small)	Chalk line
Insulated terminal screw driver	Keyhole saw
Screwdriver (medium)	Soldering iron (optional)
Screwdriver (large)	Tool belt, carry tray or shoulder bag.
Screwdriver (Philips head - small)	Krone tool and 110 punch down tool
Screwdriver (Philips head - medium)	
Hole saw set (16mm to 50mm with two arbores)	25-piece drill bit set (1.0 -13.0 mm metric or imperial equivalent)
1 x battery drill	Company Approved Testing Kit: 1 x 1000v 'Megger' Tester 1 x Tongue current tester ≥ 400A 1 x multi-meter Cat III

Note: All tools as prescribed above must be of an agreed functional standard as prescribed in this Agreement.

Appendix C

Tool Kit: Communication

Allen Keys (Metric/Imperial)	10" Shifter
Cold Chisel	Combination Square
Chisel 1/2" Wood	Keyhole Saw
Small Tip Soldering Iron - Optional	Spanners (Socket 6mm to 19mm)
Spirit Level 300mm	Hacksaw
Tape Measure (8 metre)	Junior Hacksaw
Tin Snips	Claw Hammer
Multigrips	Hammer 3 lb
Torch	Retractable blade type knife
8" Pliemo Insulated Cable Cutter	Appropriate Cable Strippers
Pliers - Long Nose	Tool Belt or Carry Tray
Small Side Cutters	Krone tool
Pliers (Insulated 8" Combination)	110 punch down tool
Screwdriver (Phillips Head Small)	AUSTEL Customer Premises Cabling (Comms only)
Screwdriver (Small)	Manuals
Screwdriver (Medium)	Conduit / Duct Cutters
Screwdriver (Large)	RG6/11 Crimp Tool & Stripper
Screwdriver (Phillips Head - Medium)	RJ/11/12/45 Crimp Tool
Insulated Terminal Screwdriver	F-Set/tone tester
Tool Box & Pad Lock	LAN UTP Pair Tester
25-piece drill bit set (1.0 -13.0 mm metric or imperial equivalent)	The following are recommended
Hole saw set (16mm to 50mm with two arbores)	1 x battery drill

Note: All tools as prescribed above must be of an agreed functional standard as prescribed in this Agreement.

Appendix D

Tool Kit: Audio Visual

Allen Keys (Metric/Imperial)	10" Shifter
Small Tip Soldering Iron - Optional	Plaster / Keyhole Saw
Spirit Level 300mm	Spanners
Tape Measure (8 metre)	Junior Hacksaw
Tin Snips	Claw Hammer
Torch	Retractable blade type knife
Pliers - Long Nose	Appropriate Cable Strippers
Small Side Cutters	Tool Belt or Tool Bag
Pliers	Conduit Cutters
Screw Driver (Flat Blade Set)	Multimeter
Screw Driver (Phillips Set)	Krone tool or similar punch down tool
F-Set/tone tester	110 punch down tool
RJ/11/12/45 Crimp Tool	RG6/11 Crimp Tool & Stripper
The following are recommended:	LAN UTP Pair Tester
1 x battery drill	Hole saw set (16mm to 50mm with two arbores)
	25-piece drill bit set (1.0 -13.0 mm metric or imperial equivalent)

Note: All tools as prescribed above must be of an agreed functional standard as prescribed in this Agreement.

Appendix E

Guidelines for the Supervision of Apprentices/Trainees

For the purposes of preventing danger to life and property, all electrical work shall be effectively supervised, unless the person carrying out the electrical work is licensed to carry out the work without supervision. Employers of electrical workers and electrical workers themselves must be aware of and comply with the requirements of AS/NZS 4836 – Safe working on or near low-voltage electrical installations and equipment, across the organisation where relevant.

Levels of supervision Apprentices need varying levels of supervision as they acquire skills and gain confidence. This supervision falls into three categories: direct, general and broad.

Apprentices begin learning a particular skill under direct supervision. When they achieve competence in a skill, they move to general supervision for that skill.

These decisions should be made in consultation with the apprentice. It is important that an apprentice is able to voice their confidence or uncertainty in regard to their abilities and different aspects of electrical work.

Direct supervision is one-on-one supervision. This is essential for every new apprentice and must be maintained during the training of a particular skill, until the apprentice has demonstrated their competence in that skill. The supervisor shall provide specific and constant guidance to the apprentice, closely liaising and monitoring the apprentice, and continually reviewing the work practices and the standard of their work.

The supervisor shall:

- remain on the same work site as the apprentice
- provide instruction and guidance to the apprentice, and observe all aspects of the apprentice's work to ensure work is performed safely and correctly
- be able to communicate directly with the apprentice at all times
- remain within audible range (earshot) of the apprentice

General supervision is a stage that an apprentice enters as they gain skills that allow them to function more independently. The apprentice will move from direct supervision to general supervision only in the skills where they have demonstrated competence. As part of general supervision, the supervisor shall provide the apprentice with instruction and direction for the tasks to be performed, with progressive checks and relevant testing to be carried out while the work is being undertaken.

The supervisor shall:

- remain on the same work site as the apprentice
- provide instruction and guidance, and observe all aspects of the apprentice's work to ensure work is performed safely and correctly
- be readily available to communicate directly with the apprentice when required
- be readily available in the immediate work area.

Broad supervision means the apprentice at this level of supervision must be able to demonstrate electrical knowledge and skills relevant to the task. The apprentice will not require constant guidance from the supervisor whilst performing familiar tasks. The supervisor shall consult with the apprentice regarding the tasks being undertaken, and provide instruction and direction as required.

The supervisor shall provide periodic face-to-face contact throughout the day, or work cycle, to check that the apprentice's work complies with technical and safety requirements

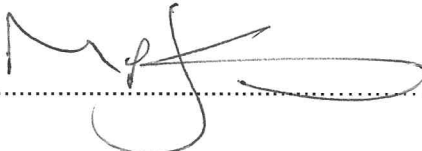
Victoria Specific Table

General guidance: supervision levels

Type of work	Apprentice training stages	Minimal level of supervision
New electrical installations (not connected to supply)	1st	Direct
	2nd	Direct/ General
Cable tray installation	3rd	General/Broad
Rough in light and power	4th or final	Broad
Maintenance, alterations and additions to existing electrical installations	1st	Direct
	2nd	Direct/ General
	3rd	General
Sub-mains and main installation	4th or final	Broad
Workshop assembly and maintenance of electrical equipment	1st	Direct
	2nd	Direct/ General
	3rd	General/Broad
	4th or final	Broad
Distribution and main switchboard installation	1st	Direct
	2nd	Direct
	3rd	Direct/General
	4th or final	General/Broad
Electrical isolation of installation and equipment	1st	Direct
	2nd	Direct
	3rd	Direct
	4th or final	Direct
Testing	1st	Direct
	2nd	Direct
	3rd	Direct
	4th or final	Direct
Fault finding	3rd	Direct
	4th or final	Direct
Live work	Work on or near any live/energised electrical installation or equipment is not permitted Testing to confirm isolation and fault-finding are exceptions and must be under direct supervision. Refer to above section and AS/ NZS 4836.	

*** Live work is NOT to be carried out.**

Signatory Page

Signed by  Date 16 / 12 / 2024

Name..... Matthew Jinks Position Chief Executive Officer

Address ... 700 Spencer Street, West Melbourne, Victoria 3003

For and on behalf of SKS Technologies Pty Ltd.

Signed by  Date 16 / 12 / 2024

Name..... Andrew O'Shannessy Position Electrician

Address ... 700 Spencer Street, West Melbourne, Victoria 3003

For and on behalf of the Employees of SKS Technologies Pty Ltd (as elected by the Employees as their representative).