



**UGL Pty Ltd Engineering &  
AMWU CFMEU ETU  
Hunter Power Project  
Agreement  
2024-2025**

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## 1. TITLE OF AGREEMENT

- a) This Agreement shall be known as as UGL Engineering Pty Ltd & AMWU CFMEU ETU Hunter Power Project Agreement 2024-2025.

## 2. KEY OBJECTIVES

- a) This Agreement has been jointly developed by the Company, its Employees, and the Unions with the purpose of developing and implementing workplace reform strategies so as to produce an environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering Project on time and within budget along with job satisfaction and job security for Employees.
- b) The primary objective of the Company is to provide safe, efficient, and highly productive labour to Hunter Power Project for Clients The performance of every Employee is critical to achieving the Company's objectives and the Employees agree to actively co-operate with the Client's management and supervision to achieve high levels of safety, productivity, and cost- efficient operations.
- c) The parties to this Agreement share the following objectives:
  - (i) To improve the efficiency and productivity of the Company through the real change in the way Employees carry out their core tasks.
  - (ii) Increasing the competitiveness, productivity, efficiency, safety and flexibility of the Company and the workforce.
  - (iii) To promote a wider utilisation of skills by the Company's workforce, in accordance with legislative requirements and supported by appropriate training where needed, and to lessen the degree of direct supervision.
  - (iv) To jointly explore the practicality of work teams, and the removal of unnecessary barriers that may prevent the full utilisation of the skills of the Company's workers.
  - (v) To anticipate and utilise new technologies, subject to appropriate training, to enhance the competitive position of the Company.
  - (vi) To prepare for the implementation of quality assurance techniques where they relate directly to the performance of employment duties.
  - (vii) To continue to maintain a working environment that is safe, both on the Project and elsewhere, providing a safe and healthy work environment, free from discrimination, harassment, and all forms of bullying.
  - (viii) To improve the job satisfaction and responsibility of the Company's workforce; and through the measures contained in this Agreement, encourage the continuity of employment for employees with the aim of maintaining permanent employment opportunities insofar as it is reasonably practicable to do so.
  - (ix) To maintain low rates disputation and eliminate lost time due to disputation.

- (x) To promote the prompt return to work of temporarily incapacitated Employees initially on Suitable Duties and a speedy return to full duties where it is safe to do so.
- (xi) It is recognised by the parties that the Electrical Communications Contracting and Construction Industries would benefit from an increase in female participation. The parties commit to work on developing and implementing measures with a view to encouraging and assisting women to seek and maintain employment in the Electrical Communication and construction Industries Those measures will endeavour to have sustainable and measurable positive influence on female participation in the Electrical Communication and Construction Industry. The parties are committed to achieving the targets set by State, Territory or Federal governments in respect to female participation in the Construction industry.
- (xii) It is recognised by the parties that the Electrical Communication Contracting and Construction Industries needs to invest in the acquisition and retention of experienced and skilled mature aged workers. To this end, the parties commit to work on developing and implementing measures with a view to attract, upskill train and develop mature age workers in the Electrical and Communication contracting and construction industry. The parties are committed to achieving the targets set by State, Territory or Federal governments in respect to mature age workers in the Construction industry.
- (xiii) It is recognised by the parties that the Electrical Communication Contracting and Construction Industries needs to increase participation of Indigenous Australians and the parties commit to developing and implementing measures with a view to encouraging and assisting Indigenous Australians to seek and maintain employment in the Electrical Communication and Construction industry. It is recognised by the parties that employment in Electrical Communication and Construction industry is heavily reliant on acquiring skills and knowledge and qualifications by way of a 4 year apprenticeship. The parties are committed to achieving the targets set by State, Territory or Federal governments in respect to Indigenous Australians participation in the Construction industry.

### 3. DEFINITIONS

- a) For the purpose of this Agreement:
  - (i) **Agreement** means this Enterprise Agreement.
  - (ii) **All Purposes** means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings including payments for overtime, payments while they are on all forms of paid leave, public holidays, and pro rata payments on termination.



- (iii) **Base Rate of Pay** is defined in accordance with the FW Act.
- (iv) **Company** means UGL Engineering Pty Ltd (ABN96 365 972)
- (v) **Construction Work** is defined as any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, repair, maintenance, and refurbishment, installation of plant & equipment, demolition, decommissioning or dismantling of a building or structure, rail project or infrastructure project. The parties agree that this includes all sites that are supervised by a Builder/Principal Contractor or where a builder principal contractor is still on site, but excludes any work supervised by a facilities Manager.
- (vi) **Distant Work** is that in respect of which the distance or travelling facilities to and from such place of work make it reasonably necessary that an Employee should live and sleep at some other place other than his/her usual place of residence at the time of commencing such work. As a guide generally being both greater than 90km from the Employee's normal place of residence.
- (vii) **Employee(s)** means an employee of the UGL Engineering Pty Ltd Performing Work within the scope of this Agreement.
- (viii) **Facilities Manager** means the individual directly responsible to the building/facility owner who manages, maintains and oversees the building/facility owners' grounds, buildings and equipment to ensure that the facility is safe and functional.
- (ix) **FW Act** means the *Fair Work Act 2009* (as amended or replaced from time to time).
- (x) **FWC** means Fair Work Commission
- (xi) **Group Personal Accident & Sickness Insurance** means Workers Compensation top up Insurance, Journey cover insurance and 24-Hour Accident & sickness cover.
- (xii) **High Voltage** means equal to or greater than 1000 volts a.c. or 1500 volts d.c.
- (xiii) **Hunter Power Project ("Project")** Means the construction work performed by the Company at the Hunter Power Project 1 Hart Road Loxford, NSW 2326 and CIVMEC, 40 Old Punt Road, Tomago 2322.
- (xiv) **Infrastructure Projects** means all industrial and utility projects that includes, water and sewerage treatment and associated pumping stations, power generating stations, switchyards and substations, mines and quarries, oil refineries, petrochemical and hydrocarbon plants and related facilities, airports and runways and associated buildings, roads, freeways, bridges, tunnels, Major Industrial facilities and refining facilities including the processing and materials handling of cement and lime, ferrous and non-ferrous metals, coal and other minerals and the processing of timber and forestry products.



- (xv) **Immediate Family** immediate family' means:
- a spouse (which includes a former spouse), de facto partner (which includes a former de facto partner), child (including an adult child, adopted child or step child), parent, grandparent, grandchild, or sibling of the employee; or
  - a child, (including an adult child, adopted child or step child) parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (xvi) **Leading Hand** means a worker engaged to be in charge of other Employees in addition to themselves and paid as prescribed in Schedule C Allowances.
- (xvii) **Mature Age Workers** means workers 45 years of age and older.
- (xviii) **Natural Disaster** means an event, actual or imminent, which has been declared by a Local, State, Territory or Federal government and endangers or threatens to endanger life, property, or the environment and which requires a significant and coordinated response.
- (xix) **NES** means the National Employment Standards prescribed by the Fair Work Act 2009 (Cth) (as in effect at any given time).
- (xx) **Nominal Hours** is defined in accordance with the FW Act.
- (xxi) **Reasonable additional hours** as defined in accordance with the FW Act and clause 22 of this Agreement.
- (xxii) **Reasonable board and lodging** means, a minimum of three adequate meals per day, and a single room (or a twin room if a single is not available) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting, and furnishings, an ensuite with a toilet, shower, and basin both with running hot and cold water, a television, fridge and tea and coffee making facilities. All facilities must be clean and fully functioning.
- (xxiii) **Shiftworker** is defined for the purposes of the NES as an employee who works 7 days and is regularly rostered to work Sundays and Public Holidays.
- (xxiv) **Supplementary Labour** Supplementary Labour means any contractor, labour hire agency employee, group training employee and/or any other person or entity who/which is not a direct employee of the Company, which will do, or does work that would be covered by this agreement if it was performed by Employees, but does not include any person or entity that does such work which commenced before 1 July 2024 and is done pursuant to a contract which:
- Is between the Company (or any of its related entities) and an entity other than Absolute Commissioning Group Pty Ltd (or any related entity) and/or Fredon Industrial Pty Ltd (or any related entity);

- Provides for the provision of work at the UGL Hunter Power Project by persons who are not employees and which if performed by Employees would be covered by this agreement; and
- Provided for the commencement of such work before 1 July 2024.

(xxv) **Total Construction Value** is defined as the value associated with the development application listed by Cordell's, BCI or equivalent at the time of tender.

(xxvi) **Union means AMWU, Australian Metal Workers Union CFMEU** means Construction Forestry and Maritime Employees Union **CEPU** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch (the ETU).

#### 4. PARTIES BOUND

- a) This Agreement shall be lodged with the FWC in accordance with the FW Act and shall be binding upon the Company, the Employees, and a Union if approved by FW.

#### 5. SCOPE & APPLICATION OF AGREEMENT

- a) This Agreement applies to the Company in respect of all its Employees falling into the classifications specified in Schedule A when they perform work on the Hunter Power Project 1 Hart Road, Loxford NSW 2326 and CIVMEC, 40 Old Punt Road, Tomago 2322.
- b) This agreement shall not apply where the Company has an existing Enterprise agreement or where a Project Agreement applies.

#### 6. DATE AND PERIOD OF OPERATION

- a) This Agreement shall come into operation seven days after it is approved by the FWC and will nominally expire 31<sup>st</sup> October 2025.
- b) This Agreement will continue to operate beyond its nominal expiry date until it is replaced or terminated by law.

## 7. SECURITY OF EMPLOYMENT ARRANGEMENTS

- a) The parties covered by this Agreement acknowledge and agree that the use of Supplementary Labour may have the potential to undermine the Employee's security of Employment.
- b) The parties covered by this agreement support the principles of same job, same pay. All workers regardless of age, gender or ethnicity shall be paid the same for doing the same work.
- c) The Company must ensure the wages and conditions of Supplementary labour engaged to do work covered by this Agreement are no less favourable than the wages and conditions provided for in this Agreement for equivalent or similar work.
- d) The Company will only engage Employees of labour hire companies for a maximum duration of twelve weeks, after which time the individual will be offered employment by the Company if the individual is still required to work on the site or project. The parties can agree to extend the period of twelve weeks where genuine operational requirements arise.
- e) A permanent Employee shall not be made redundant whilst Supplementary Labour employees are performing work on the Project engaged by UGL.
- f) Where a dispute arises about whether the wages for supplementary labour are no less favourable than the wages and conditions provided for in this Agreement for equivalent or similar work, the company will engage and pay for an auditor to undertake an audit and provide a written report to the parties to this agreement. An auditor's report can only be requested at a maximum of once per month.
- g) The Company is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Company. Subject to the terms of this Agreement, full-time direct and ongoing employment is a guiding principle of this Agreement;
- h) The Company will take all reasonable measures to achieve employment security for the direct permanent employees of the Company. All persons covered by this Agreement recognise the importance of measures to protect and enhance the employment security, health and safety, and career development of the employees.
- i) The Parties agrees that it is highly important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes WHS and Equal Opportunity principles and practices in the workplace and appropriate representation of employees should they so request. The Company will ensure that its employment practices are consistent with the above principles and practices.

## 8. SUPPLEMENTARY LABOUR

- a) Where the Company makes a definite decision that it intends to engage Supplementary labour to perform work covered by this Agreement, (which would ordinarily be undertaken by the employees), the Company shall consult with the employees on the affected site, in accordance with this clause.

- b) In the normal course, it is expected that consultation will occur within the 14 days leading up to the commencement of the work by the Supplementary labour. If for any reason this does not occur, or if the Company has less than 14 days' notice of the need to commence the work, consultation will occur as soon as reasonably practicable - and in any case not more than 14 days after the Supplementary labour commences work.
- c) At the consultation, the Company must advise in writing:
- (i) the name of the Supplementary Labour;
  - (ii) the type of work proposed to be given to the Supplementary Labour;
  - (iii) the number of persons and qualifications of the persons the proposed Third Party may engage to perform the work; and
  - (iv) the likely duration.
- d) At any time, upon written request of an employee or the Unions, the Company shall provide the above details in writing in respect of any Supplementary Labour the Company is using at the time of the request.
- e) At the consultation, The Company must consult over the following issues:
- (i) safety;
  - (ii) scope of work; and
  - (iii) facilities for the Supplementary labour.
- f) A Supplementary labour employee specifically excludes Specialist Contractors engaged on the Hunter Power Project
- g) For the purposes of this agreement, Specialist Contractors are: Advanced Television (ATV) systems, Audio Visual, , Distributed Antennae systems (DAS), EMR shielding, Engineers, Fire rating contactors, Generators, Government Radio network (GRN) services, handover & software integrators, High Density Ribbon installations, , ICT active services, Lighting Control Suppliers & commissioning, Lightning protection, , Multiple Access Television (MATV), Nurse Call, Security Services, Seismic Contractors, Solar installations less than 500KW, Surveying and UPS Commissioning.
- h) Where Contractors are engaged to perform High Voltage Installations or Data & communications installations on the Hunter Power Project, excluding where the commencement of such work occurred before 1<sup>st</sup> July 2024, the Company must ensure the employees whilst engaged on site are receiving the full provisions of the following clauses of this agreement:
- Clause 19 – Hours of Work
  - Clause 20 – Rostered days off
  - Clause 21 - Shiftwork
  - Clause 22 – Reasonable additional hours and overtime
  - Clause 36 – Productivity Allowance

- Clause 48 – Inclement weather
  - Clause 68 – Group Personal Accident & Sickness Insurance
  - Clause 78 infrastructure Allowance
  - Schedule B – Rates of pay
  - Schedule C – Fares and Travel
  - Schedule C – Severance Pay
- i) Avoidance of Sham Contracting
- (i) The persons covered by this Agreement acknowledge that sham contracting has the potential to undermine fair employment practices, erode employee entitlements and affect the job security of employees covered by this Agreement. For this reason, the following is agreed.
  - (ii) The Company shall not enter into a contract with another person (the contractor) under which services in the nature of work are to be provided to the Company, if:
    - a) the services are to be performed by an individual (who is not the contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and
    - b) the contract were entered into with the individual, the contract would be a contract of employment.
  - (iii) The Company shall not, where it is employing, or proposing to employ, an individual, represent to the individual that the contract of employment under which the individual is, or would be, employed by the Company, is a contract for services (whether via a contract with the individual or with an entity in which the individual has any ownership in, or is an officer or trustee of) under which the individual performs, or would perform, work;
  - (iv) The Company shall not dismiss, or threatens to dismiss, an individual who is an employee of the Company in order to engage the individual as an independent contractor to perform the same, or substantially the same, work under a contract for services entered into with the individual or with an entity in which the individual has any ownership in, or is an officer or trustee of; or
  - (v) The Company shall not make a statement that the Company knows is false in order to persuade or influence an individual to enter into a contract for services (whether via a contract with the individual or with an entity in which the individual has any ownership in, or is an officer or trustee of) under which the individual will perform, the same, or substantially the same, work for the Company.
  - (vi) Where a breach of this clause is alleged and is not resolved after attempts have been made with the Company it shall be dealt with in accordance with the Dispute settling procedure.
  - (vii) Where it is agreed, or determined, that a breach of this clause has occurred and but for the breach, the person ought properly have been

an employee under this Agreement, the parties will attempt to reach agreement on the calculation of any entitlements owing under the proper application of this agreement on the basis that the person should have been treated as an employee. Where the parties are in any disagreement, the matter will be referred to the Fair work commission for determination.

- (viii) The affected employee will be re-inducted and informed of their entitlements under this Agreement and the Fair Work Act.
- (ix) The Company must ensure that a person engaged as an employee or as an independent contractor is lawfully entitled to be so engaged under Australian law.

## 9. SITE ISSUES

### a) Entry, Exit, Security, Health, and Safety procedures

- (i) Where employees are required to obtain a swipe card, security card, identity card or any other card of a similar type, used or to be used for the purpose of gaining entry onto, exit from or movement around, the Project, it is agreed such card will not have any visible photograph or identification of the employee on the card (Unless specifically required as a requirement of the Company including using Damstra).
- (ii) Subject to sub-paragraphs (iv) and (v) below, employees will:
  - a) not be required to provide or have a photograph taken unless agreed by the Company and a genuine and informed majority of the employees; and/or
  - b) only be required to provide personal information to a third party if the following conditions are satisfied:
    - it is for the purpose of induction onto a construction project or site or a requirement for gaining access onto a construction project or site; and
    - the information provided is restricted to the following:
      - Name;
      - Address;
      - Next of Kin;
      - Any medical information which is relevant to the performance of work; and
      - Relevant qualifications/licences.
- (iii) Where information about an employee is provided to a third party in accordance with contractual obligations, the Company will take all reasonable steps to have the 3rd party:

- a) only use the personal information provided for security and/or health and safety purposes on the construction project or site; and
- b) destroy the personal information once the Company completes its work on the construction project or site.
  - (iv) It is recognised that the Company may have contractual obligations governing the access and egress of Employees onto construction projects or sites. In the event that this clause causes difficulties for the Company because of client requirements, alternative arrangements to resolve the difficulties with the particular client can entered into by agreement between the Company and a genuine and informed majority of the employees. Agreement will not be unreasonably withheld.
  - (v) This clause will not apply to the extent that an applicable law requires any of the above actions to occur.

**b) Induction Procedures**

(i) Commitment

The Parties acknowledge that it is in the interests of the Company and the Employees to ensure that all new employees and employees who may be new to the Company or to a particular project or site understand their obligations and are introduced to their jobs in a manner which will help them work safely and efficiently.

(ii) Overview

In order to achieve this, new employees and new contractors must be given an explanation of the following (as applicable):

At Employment – Employee Employment Conditions (including but not limited to):

- Enterprise Agreement & Entitlements;
- Wages & Conditions;
- Rights & Obligations including the disputes settlement procedure;
- Safety;
- Company Policies (including Drug & Alcohol);
- Apprentice Supervision;

Site Induction – Site Conditions (including but not limited to):

- Site Contacts;
- Site Emergency Procedures;
- Site Safety including SWMS; and
- Site Safety Rules & Procedures.



- (iii) To avoid any doubt, all time spent in any induction training will be deemed time worked. An Employee will be paid at the appropriate hourly rate for all time whilst engaged in induction training.

## 10. AGREEMENT DISCUSSIONS

- a) The Company authorises and agrees to employees attending a single mass meeting annually, hosted by the Union, during normal working hours without loss of pay of not more than 3 hours duration to discuss the operation of the Agreement. Employees shall be released from work no earlier than 11.30am unless otherwise agreed by the Company.
- b) Travel to and from the meeting and the actual meeting time shall be covered by the 3 hours pay.
- c) The company will be provided with 30 days' notice of the date and location of the meeting and the time employees will be required to leave site to attend the meeting.
- d) The company may elect to provide the Union with a list of all employees eligible to attend the paid meeting for the purposes of confirming attendance at the meeting at least 5 business day in advance of the meeting date. Where the company elects to provide the Union a list of all employees eligible to attend the paid meeting, the Union shall provide a completed list of attendees to the company within 5 business days of the meeting date.
- e) This clause does not apply until 1<sup>st</sup> of February 2025.

## 11. CONSTRUCTION WIRING

- a) Where the Company is responsible for the installation of Construction wiring (including testing and tagging), such work shall comply with the applicable standards from time to time, which at the time of making this agreement are AS/NZS 3012:2019 and AS/NZS 3000:2018.
- b) Except as otherwise provided for in this agreement, the Company will only utilise licensed electricians to perform such work. The Parties agree to develop an appropriate training course in AS/NZS 3012:2019, which will then be delivered to those employees responsible for undertaking the work and to ensure compliance with AS 3012:2019.
- c) It is agreed that apprentices may learn on construction wiring work provided that they must always be under supervision by an accredited tradesperson.

## 12. PERSONAL PRIVATE INFORMATION

Personal information is specific information about personal or factual characteristics relating to a certain natural person or a natural person who can be specified ("PI").

PI includes information such as the employees name, address, telephone number, date of birth, medical information, TFN, Superannuation details, bank details, etc.;

- a) The Company acknowledges that:
  - (i) it is in possession of a significant amount of personal information about the employees.
  - (ii) there is a growing risk of fraudulent and unconscionable behaviour that relies on access to PI;
  - (iii) it is important to properly secure PI and only release it where absolutely necessary.
- b) Accordingly, the Company agrees that it will comply with all required legislation in relation to the protection of employee personal information and will insofar as is practically possible, subject to the contractual obligations and limitations placed upon the Company, endeavour to protect the personal information of the employees provided to clients of the Company during site induction processes.
- c) Further, the Company where possible, will require the return or destruction of any PI by any third party that has received the PI and there is no legitimate purpose for the third party keeping such PI;
- d) The Company will provide any information/documents, in the control, custody or possession of the Company, about any suspected improper use of PI to the relevant employee and immediately notify and disclose all information known by the Company to the relevant employee about any improper use of PI.
- e) The Parties acknowledge that the Company may be required for compliance purposes to provide the Unions with the Name, Classification, and site the Employee is engaged upon for Employees covered by this agreement from time to time.

### 13. TEMPORARY FOREIGN LABOUR

- a) The parties acknowledge that to ensure that there is an ongoing supply of Construction workers who can perform work for the Company, the training of apprentices is paramount;
- b) The Company must ensure that no person that is not an Australian citizen or Australian permanent resident (within the meaning of the Migration Act 1958) is employed to undertake work unless:
  - (i) the position is first advertised in Australia; and
  - (ii) the advertising was targeted in such a way that a significant proportion of suitably qualified Australian citizens and Australian permanent residents would be likely to be informed about the position; and
  - (iii) any skills or experience requirements set out in the advertising were appropriate to the position; and
  - (iv) they have a valid visa that provides work rights; and

- (v) to perform Electrical work, they have a current Electrical licence in New South Wales or the Australian Capital Territory.
- c) The Company will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement.

## 14. WIRING INSTALLATIONS

- a) The parties agree that any electrical work as defined in the Work Health and Safety Regulation 2017 (NSW) and any wiring installation as defined in AS/NZS:3000 must only be performed by:
  - (i) a qualified supervisor (being the holder of an endorsed contractor licence, or a supervisor certificate, authorising its holder to do that work), or
  - (ii) the holder of an electrical tradesperson certificate (Electrical Worker Grade 4A) authorising its holder to do that work under supervision, but only if the work is done under the supervision and in accordance with the directions, if any, of such a qualified supervisor or
  - (iii) an electrical apprentice under the required level of supervision as defined in this agreement and the Work Health and Safety Regulation 2017 (NSW).

An Electrical Worker Grade 1 to Grade 4 is only permitted to directly assist a qualified supervisor to undertake their duties provided the Electrical Worker Grade 1 to Grade 4 is not exposed to live parts and the qualified supervisor is present at all times when work is being carried out.

When performing Electrical work, there can be no more than one Electrical Worker classified as Grade 1 to Electrical Worker Grade 4, working with a qualified supervisor at any time.

To avoid any doubt the installation of cables and installation of cable tray is deemed to be electrical work.

## 15. EMPLOYEE ENGAGEMENT

- a) All Employees shall be initially engaged upon a three month probationary period. The Probationary Period will be included as part of the Employee's ongoing "Period of Employment" by the Company. Either party may terminate the Employee's employment during this probationary period with one week's notice or payment in lieu thereof.
- b) All potential employees prior to commencement of their employment are required to undertake pre-employment medical test, which will include an Audiometric test and skin cancer check at the Company expense. All new employees shall be provided with a copy of the results. Existing employees who have already undertaken an Audiometric test shall be provided with a copy of their results upon request, if available.

- c) No employee shall be engaged as a Casual employee or for a fixed (or maximum) period, task, or project for the life of this agreement. This clause does not however prevent the engagement of employees as Apprentices.
- d) Employees may be engaged under this Agreement as full time or part time employees. Each of these is broadly defined as follows:

**Full-time Employment**

- (i) A full-time employee is one engaged to work 36 hours per week. A full-time employee may be required to work reasonable additional hours.

**Part-time Employment**

- (i) A part-time employee is an employee engaged on a regular basis for a consistent number of hours less than 36 ordinary hours per week.
- (ii) An employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays, and personal/carer's leave arising under this agreement and/or the NES on a proportionate basis.
- (iii) For each ordinary hour worked, a part-time employee will be paid no less than 1/36<sup>th</sup> of the all-purpose weekly wage rate for the relevant classification plus any applicable allowances.
- (iv) A Company must inform a part-time employee upon engagement of the ordinary hours of work and starting and finishing times.
- (v) Part time employment – public holidays
  - a) Where the normal hours of a part-time employee fall on a public holiday and work is not performed by the employee, such employee will not lose pay for the day.
  - b) Where the employee works on the public holiday, such employee must be paid in accordance with clause 34(b).
- (vi) Part-time employment – overtime
  - A part-time employee will not be required to work outside of the hours advised in accordance with clause 19 unless urgent and/or unforeseen circumstances intrude. In such cases, the overtime provisions of clause 22 will apply.

## 16. NES MINIMUM STANDARDS

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

## 17. CONDITIONS OF EMPLOYMENT

- a) It is a term and condition of employment and of the obligations and rights occurring under this Agreement, that all Employees:
- (i) Properly use and maintain all appropriate protective clothing and tools and equipment supplied by the Company for specified circumstances; and
  - (ii) Use any technology and perform any duties that are within the limits of the Employee's skill, competence, training and classification level, applicable legislation; and
  - (iii) Understand that termination of employment in cases involving retrenchment will be based on job requirements and skills. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the Employee and the key objectives of the agreement which will be the determining factors regarding the retrenchment of Employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
  - (iv) Maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
  - (v) Provide and maintain an adequate kit of tools in accordance with the agreement's requirements; and
  - (vi) Assist in their prompt return to work on suitable duties if temporarily unable to carry out their normal duties due to a work related injury where it is safe to do so.
  - (vii) Be committed to the objectives in Clause 2 of this Agreement.

## 18. WAGES & ALLOWANCES

- a) Upon lodgement of this Agreement, the wage rates as set out in Schedule B will be paid for all Employees as appropriate and shall form the base hourly rates of pay under this Agreement.
- b) The wage rates in Schedule B are more favourable than the rates of pay set out under the applicable Award.
- c) The wage rates in Schedule B are in compensation for all non-expense related allowances, excluding those otherwise provided for in this Agreement.
- d) Expense related allowances payable under this Agreement are identified in Schedule C and elsewhere in this Agreement.
- e) Where an Employee commences work on the project and in the case of Apprentices, the days on which they attend TAFE/RTO, as opposed to the Company's office or workshop, and is not provided with transport to the site or

project by the Company, the Employee shall receive a 'Fares' and travel allowance as set out in Schedule C.

- f) Where an Employee commences work on a site or a project and in the case of Apprentices, the days on which they attend TAFE/RTO, as opposed to the Company's office or workshop, the Employee shall receive an excess travelling time allowance as set out in Schedule C.
- g) An Employee required to work overtime for 2 hours or more without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the Company or paid a Meal Allowance as set out in Schedule C, for the first meal and for each subsequent meal. Unless the Company advised an Employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the Company shall provide such second and/or subsequent meal or make payment in lieu thereof as above prescribed. If an Employee pursuant to such notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she shall be paid as above for meals which he/she has provided but which is surplus.
- h) Employees who are requested to use their private vehicles for Company purposes or relocate to another project after commencement and agree to utilise such vehicle will be compensated by the company for such use. This compensation shall be in accordance with the rate prescribed as "Motor Vehicle Allowance" in Schedule C.
- i) The Company and Employee may agree on reimbursement for reasonable preauthorised expenses incurred by the Employee in the course of employment, in accordance with Company policy.
- j) Wages shall be paid weekly by electronic funds transfer and be available for withdrawal by the Employee not later than 3 days after the end of the pay week, currently Wednesday for the week ending on Tuesday. Wages due to an Employee upon termination of employment shall be paid on the day of termination or available by electronic transfer on the next working day.
- k) If wages and any allowances payable are not paid on pay day, except where the default has not been caused by the Company, a penalty payment of 2 hours at the ordinary rate shall be incurred and shall be paid by COB Friday the same week
- l) Any employee not paid their weekly wage on the day specified in Clause 18 j), except where the default has not been caused by the Company, shall be entitled to cease work without any loss of pay until such times the payment for weekly wages is made.
- m) The Company agrees to provide payroll deductions for industry related and mutually agreed private expenses. Any such agreed deduction must be able to be paid by electronic transfer.

#### **Statement of Weekly Wage Rates**

- n) On or prior to pay day, the Company shall provide each Employee with a statement showing all written particulars as follows:
  - (i) The name of the Employee.
  - (ii) The name of the Company.

- (iii) If the remuneration of the Employee is set by an industrial instrument - the classification of the Employee under that instrument.
  - (iv) The date on which the payment was made.
  - (v) The period of employment to which the payment relates.
  - (vi) The number of hours worked.
  - (vii) Any allowances payable.
  - (viii) Accrued annual leave hours.
  - (ix) Accrued sick leave hours.
  - (x) Balance of accrued RDO hours.
  - (xi) Superannuation contributions.
  - (xii) Redundancy fund contributions.
  - (xiii) Group Personal Accident & Sickness Insurance contributions.
  - (xiv) The gross amount of remuneration (including overtime and other payments).
  - (xv) The amount paid as overtime, or such information as will enable the Employee to calculate the amount paid as overtime.
  - (xvi) The amount deducted for taxation purposes.
  - (xvii) The amount deducted as Employee contributions for superannuation purposes.
  - (xviii) The particulars of all other deductions.
  - (xix) The net amount paid; and
  - (xx) Any additional particulars prescribed by the FW Act.
- o) Where functionality of payroll software prevents the Company from providing the above prescribed information on the statement, the Company shall provide a summary of all entitlement balances that are unable to be included in the statement upon request of the Employee.

## 19. HOURS OF WORK & MEAL BREAKS

- a) Ordinary Hours of work will be eight (8) hours per day, Monday to Friday with the notional weekly hours based on a 36-hour week in accordance with clause 20.
- b) Ordinary Hours of work shall be worked between 6.00am and 6.00pm and may be worked on any day or all of the days of the week, Monday to Friday. Once established, normal start and finish times may be varied by agreement between the Company and the majority employees in an affected trade groups on site.
- c) Employees shall be at the designated workface dressed, equipped and ready to commence work at the normal start time, except where extraordinary conditions



pose difficulties in which case the designated workface shall be deemed to be no further than the closest lift/hoist on high-rise construction and no further than 100 metres from the lunch shed on low-rise construction.

- d) All Employees shall be provided with reasonable paid time and adequate facilities for washup purposes before meal breaks and designated finish times.
- e) Ordinary Hours of work shall not normally exceed 8 hours per day. Provided that by mutual agreement between the Company and the Employee(s), up to 12 Ordinary Hours of Work may be worked per day.
- f) Any Employee engaged on a Saturday, Sunday or Public Holiday shall receive a minimum four-hour payment at the appropriate penalty rate.
- g) No Employee shall be required to work for more than five hours continuously without a meal break, to be taken at the company's discretion. Where possible the normal meal break should be as near as practicable to the middle of the period of duty and be of an unpaid duration of 30 minutes. Where an employee is expressly directed to work beyond the fifth hour without a lunch break, they will be paid at overtime rates until such time as a lunch break is taken.
- h) Except on infrastructure projects, a "one break" day is standard practice for an 8 (eight) hour day. The break will be of a maximum duration of thirty minutes and the normal finishing time will be reduced by thirty minutes with no loss of ordinary time wages or overtime as the case may be in recognition of productivity increases.
- i) Where a two-break day is sought by the employees, an election of all Employees on the affected site conducted by the Company, Union delegate and/or Union official shall take place to decide whether Employees wish to take 1 or 2 meal breaks. The results of any such election shall be implemented as soon as reasonably practicable and in any case within 3 calendar days by the Company and maintained for the duration of the project. If there is a dispute in relation to meal breaks the dispute settlement procedure shall apply. Where two breaks are implemented, each employee will be entitled to a paid 20-minute rest period ("Smoko") taken by the employees at approximately 9.00 am and an unpaid break of 30 minutes to be taken as close to the middle of the period of duty.
- j) Employees engaged on the Project must be provided a minimum of two breaks when required to work more than 8 hours. Each employee will be entitled to a paid 30-minute rest period ("Smoko") taken by the employees at approximately 9.00 am and an unpaid break of 30 minutes to be taken as close to the middle of the period of duty.
- k) In the event of a need for some employees to commence work at different times in accordance with clause 19 (a), it is agreed that a minimum of two people will be on site at the same time and that a maximum of up to 15% of the ordinary hours work crew can commence and finish work at different times.
- l) Unless otherwise instructed, each Employee is required to start and finish work on the Project

## 20. ROSTERED DAYS OFF (RDO)

- a) Unless varied in accordance with Clause 19, Employees shall work 8-hour days (40-hour weeks) and accrue 4 hours per week to achieve 2 rostered days off per 4-week cycle.
- b) RDOs are paid at the ordinary time rate paid to Employees at the time of taking the RDO.
- c) For clarity, 26 RDOs shall be accrued by an Employee in each twelve months continuous service.
- d) No Employee shall accrue RDO's when on leave without pay.
- e) Each day of paid leave taken and any public holiday occurring during any cycle of two weeks will be a day worked for accrual purposes.
- f) Upon commencement of employment, Employees who have not worked a complete ten day/two-week cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with that employer, RDOs will be paid in full as they occur.
- g) The agreed RDO calendar for the Employer (unless otherwise varied in accordance with this Agreement) is in Appendix E and reflects the agreed scheduling of Designated Long Weekends, Flexible Rostered Days Off, Scheduled Rostered Days Off and Christmas/Easter Annual Leave shutdown for 2024, 2025, 2026.
- h) On the last day of work prior to a Designated Long Weekend, as far as practical, work shall cease by 3.30pm.
- i) The Company and its Employees may agree, where there is a need for genuine operational reasons, work may be carried out on Scheduled RDO/ Designated Long Weekends if the Company first consults with and agrees about the need to carry out work with the majority of the Affected Trades . As far as practical given operational requirements, the Company will give employees at least 7 days' written notice of any such need for work to occur so as to ensure appropriate consultation. Such requirements must be based on genuine circumstances.
- j) An Employee may refuse to work on a scheduled RDO (or any substituted day) if the requirement to do so is plainly unreasonable having regard to:
  - (i) the hours of work that will be worked by that Employee in the week of the scheduled RDO;
  - (ii) the number of scheduled RDOs worked by the Employee within the previous six weeks;
  - (iii) the Employee's family responsibilities; and
  - (iv) any other special circumstances peculiar to the Employee.
- k) Except on Designated Long Weekends, in addition to accrued entitlements, such work that is not attached to a Designated Long Weekend and where notice is given in accordance with clause 20 (i) shall be paid for at the ordinary time rates of pay,

including the daily 'Fares & Travelling Allowance' and any applicable allowances as prescribed by this Agreement.

- l) On Designated Long Weekends, in addition to accrued entitlements, such work shall be paid for at the rate of 250 percent of ordinary time rates of pay including the daily 'Fares & Travelling Allowance' and any applicable allowances as prescribed by this Agreement and the Employee shall bank an additional RDO over and above the time accrued.
- m) RDO's may be banked to a maximum of five (5) days in any 12-month period. Once five RDO's have been banked these must be taken prior to Annual leave being approved. These RDO's may be taken as a group of consecutive days or any other Combination subject to notice by an Employee. If an Employee has more than 5 days of RDO's banked, the Company can insist on them being taken.
- n) Where a single RDO is requested, an Employee will provide forty-eight (48) hours' notice. If the notice is given the employee must be released to have the day off.
- o) Where a Company seeks to direct an employee to have an RDO in accordance with clause 20 (l) the Company must give the employee 48 hours' notice.
- p) Where more than one accrued RDO is to be taken on consecutive working days an Employee will provide one weeks' notice.
- q) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Agreement.
- r) Upon termination of employment, all unpaid RDO accruals will be paid out at ordinary rates.

## 21. SHIFT WORK

### a) Definitions

For the purpose of this clause:

- (i) **'Rostered shift'** means any shift of which the Employee concerned has had at least 48 hours' notice.
- (ii) **'Afternoon shift'** means any shift finishing after 6.00pm and at or before midnight.
- (iii) **'Night shift'** means any shift finishing subsequent to midnight and at or before 8.00am.
- (iv) **'Short Term Shift'** means successive afternoon or night shifts that do not continue for a full cycle (i.e., 5 shifts for 8-hour shifts)

### b) Introduction of Shift work

The Parties acknowledge that the placing of existing employees onto a permanent, ongoing and/or long term shift can detrimentally affect the employees' family obligations and responsibilities, resulting in problems for the employees at home, and their relationships with their partners and children. The Parties also acknowledge that it is a real concern that employees feel

pressure to abide by directions to work shift, even though it is against their family interests to do so. Accordingly, an existing employee will not be placed onto a permanent, ongoing and/or long term shift unless it is agreed to by the employee. Prior to seeking agreement, the Employer must provide at least 7 days (or lesser if agreed) written notice to the employee of the request for agreement. The written notice must also state:

- (i) All details of the shift, including hours of work, starting, and finishing times, days to be worked, shift loadings and allowances, and any other relevant entitlements;
- (ii) a description of any potential adverse effects on the employees (not including lifestyle related consequences e.g. loss of leisure time);
- (iii) the right for the employee to not agree to work the shift and that no action will be taken against them if they do; and
- (iv) the right for the employees to have the Union or other representative of their choice represent them in respect of the issue and that no action will be taken against them if they do.

Failure to comply strictly with all of the aforementioned requirements shall render any agreement invalid.

- c) Clause 21 (b) does not apply to the introduction of temporary short term shift arrangements, where there is a genuine need for such and where the shifts don't continue for more than five consecutive days.

d) Meal Break

No shift worker shall be required to work for more than five hours continuously without a meal break, to be taken at the company's discretion. Where possible the normal meal break should be as near as practicable to the middle period of duty and be of a paid duration of 30 minutes.

e) Hours

- (i) The weekly ordinary hours of work shall be an average of 36 per week and shall not exceed 144 hours in 28 consecutive days unless a different shift cycle for a section or all the Employees has been agreed between the Company and the majority of the affected trades
- (ii) Subject to the following conditions, such shift workers shall work at such times as the Company may require:
  - A shift shall consist of not more than 8 ordinary hours. Provided that by mutual agreement between the Company and an Employee or majority of Employees concerned, a shift can consist of up to 12 hours;
  - Such ordinary hours shall be worked continuously except for meal breaks taken at the discretion of the Company.
  - Except at the regular changeover of shifts an Employee shall not be required to work more than one shift in each 24 hours;

- An Employee shall not be required to work for more than 5 hours without a break for a meal.
- f) Rosters
- (i) A shift roster shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
  - (ii) Variation of shift rosters
    - The method of working shifts may in any case be varied by agreement between the Company and the Consultative Committee, or if there is no agreement, by the Company giving 7 days' notice of the variation to suit the circumstances of the establishment.
    - The time of commencing and finishing shifts once determined may be varied by agreement between the Company and the Consultative Committee to suit the circumstances of the establishment or in the absence of agreement by 7 days' notice of alteration given by the Company to the Employees.
- g) Rate for working on Weekday shifts
- (i) Afternoon Shift. An Employee whilst on afternoon shift shall be paid for such shift 100 % more than the Employee's ordinary rate.
  - (ii) Night Shift. An Employee whilst on night shift shall be paid for such shift 100% more than the Employee's ordinary rate
  - (iii) Short Term Shifts. An Employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights shall be for such shift as follows:
    - For a full-time or part-time employee, at 200% of their ordinary hourly rate.

For clarity, the ordinary hours outside the short-term shift period are paid at the Employee's ordinary rate.
  - (iv) The shift premiums in clause 21 (g) (i) (ii) are to be paid for every hour whilst on shift and no deduction to these premiums shall be made for RDO accruals.
- h) Rate for working on Saturday shifts
- (i) The minimum rate to be paid to a shift worker for work performed between Friday and midnight on Saturday shall be at the rate of double time. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed elsewhere in this Agreement.
- i) Rate for working on a Sunday and public holiday shifts
- (i) The rate at which shift workers are to be paid for all time worked on a Sunday or public holiday is as follows:
    - Sundays - at the rate of double time.

- Public holidays - at the rate of double time and half.
  - (ii) A shift commencing on a Sunday or Public Holiday shall be regarded as time worked on the Sunday or Public holiday and the entire shift will be paid at the rate of double time for Sunday or double time and a half for a public holiday.
  - (iii) The time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or Public Holiday shall be regarded as time worked on the Sunday or Public Holiday.
  - (iv) The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed elsewhere in this Agreement.
- j) Overtime on shift work
- (i) For all time worked in excess of or outside the ordinary rostered working hours or on a shift other than a rostered shift shall be paid at a rate of double time.  
  
Except in each case where the time is worked:
    - By arrangement between the Employees themselves;
    - For the purpose of effecting customary rotation on shifts; or
    - On a shift to which an Employee is transferred on short notice as an alternative to standing the Employee off. Provided that when not less than 8 hour's notice has been given to the Company by a relief worker that the Employee will be absent from work and the Employee whom the Employee should relieve is not relieved and is required to continue to work on the Employee's rostered day off the unrelieved Employee shall be paid double time.
  - (ii) Such extra rates shall be in substitution for and not cumulative upon the shift premiums.
- k) Superannuation on Shift Allowance
- The shift allowance payments in (f) to (i) above constitute ordinary time earnings and as such are subject to superannuation guarantee payments. The overtime allowance in (j) is not ordinary time earnings and is not subject to the superannuation guarantee payment.
- l) Rest period after shift work
- (i) A shift worker, when going on shift, changing shift, or returning to day work shall have at least 10 consecutive hours off duty on completion of the day work, shift and any overtime and shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances for any such off-duty period.
  - (ii) Provided that, if on the instructions of the Company, such an Employee resumes or continues to work without having had such 10 consecutive hours off duty, the Employee shall be paid at double time rates until released from duty and shall then be entitled to 10 hours off duty and

shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances, for any such off duty period.

## 22. REASONABLE ADDITIONAL HOURS & OVERTIME

- a) The nature of the Company's business necessitates out of hours work due to shutdowns, changeovers, breakdowns or maintenance and overtime due to construction programmes.
- b) Employees will be required to work reasonable additional hours to meet the operational requirements of the Company and the staffing and productivity requirements of each job, project and/or client. In determining whether additional hours that an Employee is required or requested by the Company to work are reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:
  - (i) any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
  - (ii) the Employee's personal circumstances (including family responsibilities);
  - (iii) the operational requirements of the workplace, or enterprise, in relation to which the Employee is required or requested to work the additional hours;
  - (iv) any notice given by the Company of the requirement or request that the Employee works the additional hours;
  - (v) any notice given by the Employee of the Employee's intention to refuse to work the additional hours;
  - (vi) whether any of the additional hours are on a public holiday;
  - (vii) The Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours.
- c) An Employee may refuse to work additional hours in circumstances where they deem the working of such additional hours would be unreasonable.
- d) All additional hours worked by Employees beyond an average 36 hours each week and all hours worked outside the span of ordinary hours shall be classed as overtime and paid in accordance with this Clause.
- e) For all work done outside ordinary hours by a full-time or part-time employee, except on public holidays, the rates of pay will be 200% of the ordinary hourly rate.



- f) For all work done outside ordinary hours by a full-time or part-time employee, on public holidays, the rates of pay will be 250% of the ordinary hourly rate.

Overtime shall be paid at the following rates for full-time and part-time employees:

<b>Monday-Friday:</b>	Double Time
<b>Saturday:</b>	Double Time
<b>Sunday:</b>	Double Time
<b>Public Holidays:</b>	Double Time & a half

- g) An Employee working overtime shall be allowed a crib break of twenty minutes without deduction of pay after each four hours of overtime worked if the Employee continues to work after such crib time. Provided that where a day worker on a five-day week works overtime on a Saturday the first prescribed crib time shall if occurring between 10:00am and 1:00pm be paid at ordinary rates.
- h) The timing, staggering, or combining of rest/crib/meal breaks shall be co-ordinated on a site by site basis by mutual agreement between the company and the affected trade groups on the Project For work done during meal hours and thereafter until a meal break is allowed, double time rates shall be paid.
- i) If an Employee works 2 hours or more of overtime, after working ordinary hours the Employee shall be allowed a meal break of 20 minutes at their normal finish time which shall be paid for at overtime rates. The Company and Employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- j) The Employee and the Company may agree in lieu of a 20-minute meal break under paragraph (i) that the normal finishing time will be reduced by twenty minutes with the Employee still to be paid as though they took the meal break at overtime rates with no loss of overtime.
- k) An employee required to work overtime for 2 hours or more without being notified on the previous day or earlier that the employee will be required to work must either be supplied with a meal by the Company or be paid the meal allowance as set out in Schedule C for the first meal and for each subsequent meal.
- l) When an Employee works overtime or a shift for which they have not regularly been rostered and finishes work at a time when reasonable means of transport are not available, the Company shall provide transport or pay wages for the time occupied in reaching home; provided that nothing in this clause shall apply to an Employee who resides in the same locality as the workshop or to an Employee who ordinarily uses a bicycle or motor vehicle to travel to and from work.
- m) Where overtime is worked, Employees shall have a rest period of 10 consecutive hours between work of successive days without loss of any pay for ordinary working time occurring during such rest period. Where they do not receive such a rest period, they shall be paid at double time rates until they are released from duty and

shall then be entitled to be absent from work for a rest period of 10 hours without loss of any pay for ordinary working time occurring during such rest period.

## 23. ANNUAL LEAVE

- a) An Employee(s) entitlement to annual leave under this Agreement shall be in accordance with the NES and as provided for by this agreement.
- b) Where an Employee is engaged in continuous Shift Work, including as a Shiftworker for the purpose of the NES, such an Employee shall be entitled to five weeks paid annual leave per annum.
- c) Annual leave shall be paid at the basic periodic rate of pay applicable under this Agreement, plus an annual leave loading of 17.5%, in compensation for lost opportunities for working overtime.
- d) Annual leave will accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- e) Annual leave shall be taken at a time which is approved by the Company as being convenient having regard to overall operational and staffing requirements of the Company. An Employee is required to provide at least one month's notice of a request to take annual leave; however, final approval shall lie with the Company. Approval shall not be unreasonably withheld.
- f) An Employee may take annual leave in advance of completing 12 months service provided it does not exceed the Employee's pro-rata accrued annual leave entitlement.
- g) On termination the value of any accrued but untaken annual leave shall be paid to an Employee, plus an annual leave loading of 17.5%.
- h) Where an Employee has more than 8 weeks (10 weeks for a shift worker) annual leave entitlement accrued to them, the Company may direct the Employee to take annual leave by providing a minimum 4 weeks' notice to the Employee. The Company may only direct an Employee to take a maximum one quarter of the leave credits owing to the Employee.
- i) Provided an Employee receives 4 weeks-notice, the Company may direct an Employee to take any accrued annual leave during the Company's annual close down, e.g., the Christmas/ New Year period.
- j) Well-being leave
  - (i) In addition to the annual leave entitlement set out in clause 23 a), an Employee will accrue an additional 1.385 hours of well-being leave on each occasion they perform work on a Saturday and/or Sunday up to a maximum of 5 days in any calendar year.
  - (ii) This well-being leave shall be shown on the Employee's payslip and the Employee must utilise this leave before accessing annual leave. Where functionality of payroll software prevents the Company from providing the above prescribed information on the Employee's payslip,

the Company shall provide a summary of the well-being leave balance to the Employee upon request.

- (iii) An employee's entitlement to paid well-being leave does not accumulate from year to year and cannot be cashed out.
- (iv) On termination or when resigning or at completion of the project the value of any accrued but untaken well-being leave shall be paid to an Employee.
- (v) Accruals for Well-being leave will commence upon Lodgement

## 24. PERSONAL/CARER'S LEAVE

- a) Paid personal leave will be available to an Employee when they are absent due to:
  - (i) personal illness or injury (sick leave); or
  - (ii) for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support (carer's leave).
- b) The amount of personal leave to which an Employee is entitled is as follows:
  - (i) Upon commencement of employment Employees will automatically be credited with 5 days Personal and/or Carer's leave. After 6 months of employment, the leave will begin to accrue progressively up until it reaches 10 days at the conclusion of 12 months employment.
  - (ii) Once the Employee has completed one year of continuous employment, the Employee shall be credited with a further ten days personal leave entitlement at the beginning of the Employee's second and subsequent year, which subject to clause 18.1(f) hereof, shall commence on the anniversary of engagement.
- c) In any year unused personal leave accrues.
- d) An Employee will inform the Company of the Employee's inability to attend for duty, and need to take personal leave, as soon as practicable.
- e) An Employee shall prove to the Company's satisfaction that the Employee's Personal/Carer's leave is/was justified. Such evidence may be a medical practitioner's certificate, or a statutory declaration. An Employee will not be required to provide such evidence for single days of absence but only where two or more consecutive days of absence are taken.
- f) If an Employee's employment is terminated by the Company and is re-engaged within a period of six months, then the Employee's unclaimed balance of sick leave shall continue from the date of re-engagement. In such case the Employee's next year of service will commence after a total of twelve months has been served with that Company excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

- g) Unpaid carer's leave will be in accordance with the NES.

## 25. COMPASSIONATE LEAVE

- a) Compassionate leave is defined in accordance with the FW Act.
- b) An Employee is entitled to compassionate leave for the purposes of spending time with a person who:
  - (i) is a member of the Employee's immediate family or household; and
  - (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
  - (iii) after the death of a member of the Employee's immediate family or household.
- c) An Employee is entitled to a period of 3 days of compassionate leave for each occasion that a member of the Employee's immediate family or household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- d) In order to qualify for payment for compassionate leave, the Employee must provide the Company evidence that the Company reasonably requires of the illness, injury, or death.

## 26. PARENTAL LEAVE

- a) Parental Leave shall be in accordance with the NES including that after 12 months of continuous employment, an Employee may take up to 52 weeks of unpaid leave for the purpose of being the primary carer of a newborn or newly adopted child.

### 26.1. Paid Parental Leave top-up

- a) In addition to unpaid leave provided for in the NES, if an Employee is entitled to paid parental leave under the Paid Parental Leave Act 2010 (Cth) (PPL Act) as the primary carer of the child and has completed 12 months continuous service, the Company will provide 18 weeks' Paid Parental Leave top-up in any period of unpaid parental leave provided for in the NES.
- b) Paid Parental Leave top-up will be paid in amounts equivalent to the difference between the Employee's entitlement to paid parental leave under the PPL Act (based on the minimum wage) and the Employee's weekly minimum wage rate prescribed by this agreement as varied from time to time applicable to the Employee's classification. For the purposes of this clause the Employees minimum

wage rate will be the employees hourly rate multiplied by thirty-six hours. No other allowances or payments shall apply.

- c) An Employee may elect to take Paid Parental Leave to coincide with any week of unpaid parental leave for which notice is given under the NES, up to a maximum of 18 weeks. Where an employee makes no election, Paid Parental Leave top-up will be paid to an employee in the first 18 weeks of unpaid parental leave for which notice is given under the NES.
- d) Where two employees of the company decide to share the primary carer responsibilities of the child during the 18 week Paid parental leave top-up period, they can only receive a maximum of 18 weeks combined payment.
- e) If an Employee is entitled to paid parental leave as the non-primary carer of up to 2 weeks under the PPL Act, and has completed 12 months continuous service, the Company will provide 2 weeks' top-up in accordance with this clause.
- f) This top-up to the non-primary carer will be paid in amounts equivalent to the difference between the Employee's entitlement to dad and partner pay, for a 2-week period under the PPL Act (based on the minimum wage) and the Employee's weekly minimum wage rate prescribed by this agreement as varied from time to time applicable to the Employee's classification. For the purposes of this clause the Employee's weekly minimum wage rate will be the employees hourly rate multiplied by thirty-six hours. No other allowances or payments shall apply.

## 26.2 Superannuation on Parental Leave

- g) For those Employees who have completed 12 months continuous service, the Company will make additional Company contributions to an Employee's nominated superannuation fund for any period of parental leave, whether paid or unpaid. Such contributions will be made at the rate defined as the superannuation guarantee percentage in superannuation legislation, as though the Employee were paid at their all-purpose hourly rate for their ordinary hours of work for the duration of parental leave.
- h) Additional Company contributions to an Employee's superannuation fund payable under this clause may be offset to the extent of any compulsory superannuation contributions made to the Employee's superannuation fund in respect of the same period.
- i) The operation of clauses 26.1, 26.2 and 26.3 will commence on 1 July 2023.

## 27. FAMILY VIOLENCE LEAVE

### General Principles

- a) The Company recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Company is committed to providing support to staff that experience family and domestic violence.

- b) Understanding the traumatic nature of family and domestic violence the Company will support their Employee if they have difficulties performing tasks at work. No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence. An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

**Definition of Family and Domestic Violence**

- c) For the purpose of this clause, family and domestic violence is defined as any violent, threatening, or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:
- (i) is physically or sexually abusive; or
  - (ii) is emotionally or psychologically abusive; or
  - (iii) is economically abusive; or
  - (iv) is threatening; or
  - (v) is coercive; or
  - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
  - (vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.
- d) For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means an employee's:
- (i) spouse or former spouse;
  - (ii) de facto partner or former de facto partner;
  - (iii) child;
  - (iv) parent;
  - (v) grandparent;
  - (vi) grandchild;
  - (vii) sibling;
  - (viii) an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild, or sibling, or
  - (ix) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

### **Family and Domestic Violence Leave**

- e) An Employee experiencing family and domestic violence is entitled to ten (10) days per year of paid family and domestic violence leave for the purpose of:
  - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (ii) relocation or making other safety arrangements; and/or
  - (iii) other activities associated with the experience of family and domestic violence.
- f) In addition, an Employee, who provides support to a person experiencing family and domestic violence is entitled to access family and domestic violence leave for the purpose of:
  - (i) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
  - (ii) assisting with relocation or other safety arrangements; or
  - (iii) other activities associated with the family and domestic violence including caring for children.
- g) Paid family and domestic violence leave:
  - (i) is available in full at the start of each 12 month period of the employee's employment; and
  - (ii) does not accumulate from year to year; and
  - (iii) is available in full to part-time and casual employees.
- h) For the purposes of subsection (2), if an employee is employed by a particular Company:
  - (i) for a specified period of time, for a specified task or for the duration of a specified season;  
  
the start of the employee's employment is taken to be the start of the employee's first employment with that Company.
- i) This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

### **Notice and Evidentiary Requirements**

- j) The Employee shall give his or her Company notice as soon as reasonably practicable of their request to take leave under this clause.
- k) If required by the Company, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in paragraph (a) above. Such evidence may include a document issued by the police service, a court, a doctor, a family violence support service, a lawyer,
- l) The Company must ensure that any personal information provided by the Employee to the Company concerning an Employee's experience of family and domestic



violence is kept confidential. Personal information about domestic violence will not form part of the employee records.

#### **Contact person**

- m) The Company will nominate a contact person to provide support for Employees experiencing family and domestic violence and notify Employees of the name of the nominated contact person. The nominated contact person must be trained in relation to family and domestic violence and privacy issues relevant to the workplace and receive paid time off work to attend such training.
- n) An Employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor, Health and Safety Representatives or their union delegate/shop steward.
- o) Where requested by an Employee, the contact person will liaise with the Employee's supervisor on the Employee's behalf and will make a recommendation on the most appropriate form of support.
- p) Health and Safety Representatives and union delegates will be provided paid time off work for appropriate training in supporting Employees at the workplace who are experiencing family violence.

#### **Individual Support**

- q) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Company will approve any reasonable request from an Employee experiencing family and domestic violence for:
  - (i) changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) job redesign or changes to duties;
  - (iii) relocation to suitable employment within the Company;
  - (iv) a change to their telephone number or email address to avoid harassing contact; or
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- r) An Employee that discloses to the nominated contact person or their supervisor that they are experiencing family and domestic violence will be offered:
  - (i) access to professionals trained specifically in family and domestic violence through the engagement of a third party agreed to between the Company and the employee; and
  - (ii) information in relation to external support agencies, referral services and other local Employee support resources.

#### **Flexibility**

- s) Accrued Personal/Carers Leave will be made available for use by victims of domestic violence in addition to paid family and domestic violence leave.

- t) Employee's experiencing domestic violence may request flexible working arrangements including changes to working times, changes to their work telephone number or work email address to avoid harassing contact, such requests will not be unreasonably refused where they can be practically achieved within the Company's operational constraints.
- u) It is also recognized that employees may also use Carer's Leave, including Leave Without Pay to support a family member experiencing domestic violence.

## 28. LONG SERVICE LEAVE

- a) An Employee working in New South Wales (NSW) is entitled to long service leave in accordance with the NSW long service leave legislation. An Employee working in the Australian Capital Territory (ACT) is entitled to long service leave in accordance with the ACT long service leave legislation.
- b) The Company shall register each Employee if not already registered with the Building and Construction Industry Long Service Payments Corporation for New South Wales employees and the ACT Long Service Leave Authority for Australian Capital Territory employees.

## 29. COMMUNITY SERVICE LEAVE

- a) In accordance with the provisions of the FW Act (sections 108 - 112) employees are entitled to be absent from employment for engaging in eligible community service activity.
- b) An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:
  - (i) time when the employee engages in the activity;
  - (ii) reasonable travelling time associated with the activity;
  - (iii) reasonable rest time immediately following the activity; and the employee's absence is reasonable in all the circumstances.
- c) For the purposes of this clause eligible community service activity includes:
  - (i) a voluntary emergency management activity; or
  - (ii) an activity prescribed in regulations made for the purpose of the NES.
  - (iii) A voluntary emergency management activity has the meaning provided in the NES.
  - (iv) Paid Emergency Services Leave
  - (v) An Employee who engages in a voluntary emergency management activity is, in additions to the provisions of the FW Act, entitled to be absent without loss of pay from his or her employment on paid

emergency services leave for a total of seven (7) days per annum commencing at the start of each calendar year.

- (vi) An employee's entitlement to paid emergency services leave does not accumulate from year to year and is not paid out on termination.
- (vii) Where an Employee has accessed either Natural disaster leave or Pandemic related isolation leave in the calendar year, then the entitlement to seven (7) paid days off in the calendar year, will be reduced by the number of paid days the employee has taken off for Natural Disaster leave or Pandemic related isolation leave in the calendar year.
- (viii) An employee must notify the Company if they are an active member of a community service organisation or intend on becoming one.
- (ix) An employee who takes or seeks to take paid emergency service leave must give the Company:
  - notice of the absence as soon as possible (this may be after the leave starts); and
  - the period or expected period of absence.

## 30. NATURAL DISASTER LEAVE

- a) Where an official disaster or emergency warning prevents an employee from attending work or where it affects their home, the Company shall grant paid leave, commensurate with the scale and nature of the emergency.
- b) The Company supports employees who have been affected by emergencies caused by natural disasters such as floods, cyclones, bush fires or other natural occurrences which may affect the well-being and safety of themselves or their family.
- c) If employees are unable to attend their usual place of employment due to the declaration of a disaster situation, they should as soon as reasonably practicable, notify their Supervisor.
- d) Special natural disaster leave is available to employees under the following conditions and/or circumstances upon the declaration of a disaster situation:
- e) Where an employee is prevented from travelling from their place of residence to their usual place of employment due to such disaster where it would threaten the safety of the employee if they were to attempt to attend work by either their usual, or some other reasonably available means of transport; and
- f) The employee has advised, or as soon as reasonably practicable, has advised their supervisor of the circumstances; or
- g) Where the employee has a genuine domestic necessity that requires them to either remain at or return to their home, to prepare, protect or remove belongings etc from a personal dwelling or place of residence that may reasonably be affected by the

disaster; or to another residence or premises to protect the safety of the employee's immediate family due to such disaster; or

- h) Where the employee must leave work early due to the likelihood that their normal mode of transport from work would likely be discontinued due to such disaster; or
- i) To make or organise temporary repairs, or to clean up the employee's personal dwelling that has been directly damaged as a result of such disaster; and
- j) The Company understands that under the National Employment Standards, employees are entitled to take personal/carers leave to care for or support an immediate family member or household member affected by an unexpected emergency.

#### **Entitlement**

- k) An employee whose circumstances are defined by this clause shall be allowed up to seven (7) days paid special natural disaster leave per calendar year (non-cumulative), with access to a maximum of 3 days leave per declared disaster situation.
- l) Special natural disaster leave is separate to all other paid leave entitlements and as such will not be deducted from annual leave, personal leave, or any other paid leave entitlements available to eligible employees other than Community Service Leave and Pandemic Related Isolation leave.
- m) The Company should provide an appropriate and compassionate response to employees' needs during and after a disaster or emergency. The Company may consider additional paid special natural disaster leave beyond the scope of this clause under exceptional circumstances. Approval of such 'additional leave' is subject to the discretion and approval of the Company and will be considered on a case by case basis.
- n) An employee's entitlement to paid Natural Disaster Leave does not accumulate from year to year and is not paid out on termination.
- o) Where an Employee has accessed either Community Service leave or Pandemic related isolation leave in the calendar year, then the entitlement to seven (7) paid days off in the calendar year, will be reduced by the number of paid days the employee has taken off for Natural Disaster leave or Pandemic related isolation leave in the calendar year.

## **31. JURY SERVICE**

- a) If an Employee is required to attend for Jury service, the Employee must:
  - (i) notify the Company as soon as possible of the date on which the Employee is required to attend for Jury service; and
  - (ii) provide the Company with proof that he or she did actually attend for that Jury service, including details about the length of attendance and the amount received for Jury service.

- b) On receipt of evidence of the amount paid to the Employee for Jury Service, the Company will pay the Employee for each ordinary work day the difference between the amount received for Jury service and the basic all-purpose daily rate they would have received had they been at work. This will only apply for the first ten days of absence.

## 32. PANDEMIC RELATED ISOLATION LEAVE

- a) An employee is entitled to seven (7) days Paid Isolation Leave per annum to cover an absence from work due to a Pandemic Related Isolation Requirement, with access to a maximum of 5 days leave per pandemic related isolation.
- b) For the purpose of this clause, "Pandemic Related Isolation Requirement" arises in circumstances where an employee is required to self-isolate or quarantine in accordance with any order and/or direction issued by the Company, the Commonwealth Government or the Government of a State or Territory of Australia.
- c) For the avoidance of doubt;
  - (i) an employee is not taken to be on personal leave when on Pandemic Related Isolation Leave;
  - (ii) Paid Isolation Leave is to be paid for ordinary hours of work at an employee's all-purpose hourly rate of pay (the same rate as would apply if the leave were personal leave); and
  - (iii) Paid Isolation Leave does not accumulate from year-to-year and will not be paid on Termination.
- d) As soon as practicable after an employee becomes entitled to Paid Isolation Leave, the affected employee must provide the Company with notice that the Employee is required to self-isolate or quarantine.
- e) At the request of the Company an employee must provide the Company evidence that would satisfy a reasonable person that the Employee is required to self-isolate or quarantine in accordance with any order and/or direction issued by the Company, the Commonwealth Government or the Government of a State or Territory of Australia.
- f) Where an Employee has accessed either Community Service leave or Natural Disaster leave in the calendar year, then the entitlement to seven (7) paid days off in that calendar year, will be reduced by the number of paid days the employee has taken off for Community Service Leave or Natural Disaster leave in that calendar year.

## 33. BLOOD DONORS LEAVE

- a) An Employee will be afforded one (1) hour paid leave in the last hour of their normal working hours, twice each calendar year or more frequently by agreement to donate blood.

- b) The Employee may be required by the Employer to provide proof of attendance in order to be paid.

### 34. PUBLIC HOLIDAYS AND HOLIDAY WORK

- a) An Employee, other than a casual Employee is entitled to be absent from work on the following Public Holidays without loss of pay:

- New Year's Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day

or such other day(s) proclaimed or gazetted in addition to or in substitution for any of the above days in which case the substituted day will be deemed to be the holiday for the purposes of this Agreement.

- b) An Employee required to work on a public holiday identified in this agreement or the day after Good Friday will be paid for a minimum of four (4) hours work at the rate of 250 percent of ordinary time rates.

### 35. PICNIC DAY

- a) The first Monday in December of each year shall be the picnic day (unless varied as mutually agreed) which for the purposes of this Agreement will be deemed to be a public holiday.
- b) It will be available for the Company and a majority of their affected Employee/s to agree to substitute the Picnic Day for another day, and the prescriptions of clause 34 (b) will apply to the substituted day.
- c) The company may require from the employee evidence of his/her attendance at the picnic and production of the butt of a ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the company payment for the picnic day need not be made unless the evidence is produced.

## 36. PRODUCTIVITY ALLOWANCE

- a) Subject to the provisions of this clause, a Productivity Allowance per hour worked will be paid to all Employees covered under this Agreement, including Apprentices however engaged. The rates for Productivity allowance for apprentices however engaged are set out in 36 () and for all other employees as set out in Schedule C.
- b) The Productivity Allowance is in for Employees efforts working in collaboration with the Company to improve the competitiveness of the Company within the construction industry.
- c) Apprentices shall receive the following Productivity allowance:

	UPON LODGEMENT	1/5/2025
1 <sup>st</sup> year	\$0.98	\$1.00
2 <sup>nd</sup> year	\$1.95	\$2.00
3 <sup>rd</sup> year	\$2.93	\$3.00
4 <sup>th</sup> year	\$3.90	\$4.00

## 37. COMMUNICATIONS CABLER LICENCE / REGISTRATION ALLOWANCE

- a) Where an Employee covered by this Agreement is required under the ACMA Cabling Provider Rules to hold and use a current licence / registration in the course of their employment, the Company commits to accepting all liability for the qualification used during the course of their employment with the Company.
- b) The Company shall pay the weekly allowance as set out in Schedule C upon lodgement to the Employee if he/she is required by the Company to undertake duties requiring the ACMA licence.

## 38. FIRST AID ALLOWANCE

- a) An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications approved by SafeWork NSW shall be paid a daily allowance as set out at Schedule C if he/she is appointed by the Company to perform first aid duty on a particular site.
- b) In addition to the first aiders provided by the Principal contractor, the Company must ensure there is an adequate number of employees trained to render first aid on a site at all times. The following scale shall apply:



NO. OF EMPLOYEES ON THE SITE	MINIMUM NO. OF EMPLOYEES TRAINED TO RENDER FIRST AID
Up to 15	1
16-30	2
31 and over	3

### 39. LIVING AWAY FROM HOME ALLOWANCE

- a) Where an Employee is engaged on distant work, all reasonable board and lodgings will be supplied by the Company, at no cost to the Employee and in addition to all other entitlements, pay the employee a daily allowance as provided by Schedule C. Alternatively, where the employee elects in writing to supply their own meals and accommodation they shall receive the weekly allowance (or part thereof) as provided by Schedule C.
- b) Where reasonable board and lodging are not available, the Company and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.
- c) Employees rostered for distant work must be notified in writing by the Company. In all cases, employees will be given a minimum of one (1) weeks' notice before such distance work can commence. The Company will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive working days or have less than four consecutive days between engagements on distant work.
- d) An Employee may refuse to work in circumstances where working would result in the Employee working hours which are unreasonable having regard to matters including:
  - (i) any risk to Employee health and safety including the risk of fatigue;
  - (ii) the Employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Company, and by the Employee of his or her intention to refuse it;
  - (v) and any other relevant matter.
- e) Travelling Time Payment to and from Distant Work - An Employee travelling to or from Distant Work shall be paid for the time occupied in such travel at ordinary time rates up to a maximum of 12 hours out of every 24 hours, or where a sleeping berth is provided, a maximum of 8 hours out of every 24 hours.
- f) Whilst employees are required to work away from their home-base there will be reasonable private use of company vehicles to ensure mobility in the varying work



locations. Where private use is not possible, employees will be provided with taxi vouchers for reasonable travel use whilst working away.

- g) All provided meals will be of a suitable choice, quality, and quantity to meet the varying tastes and nutritional needs of employees. Meal allowances may be paid to employees in advance of travel, by submitting a timesheet prior to close of the pay period (prior to travel) to allow for normal processing of this allowance payment by Payroll Services.
- h) Employees required to live away from home shall be provided with reasonable telephone expenses, or reasonable use of company phones to make personal calls.
- i) Laundry facilities will be arranged for those Employees required to work away for continuous periods greater than five (5) days without return travel home.
- j) All time spent by Employees that are required to travel between their accommodation and the project site will be paid as if worked during the time the travel is taken.

## 40. DISPUTES SETTling PROCEDURE

- a) The parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further, the parties agree that it is in the best interests of both parties to achieve prompt resolution of disputes directly between the Employee(s) concerned and the Company.
- b) The dispute settlement procedure in this clause shall apply to disputes about any matters arising from or related to the Employee-Company relationship including, without limitation, the Agreement, and the National Employment Standards.
- c) Any disputes in relation to, or in connection with the content or application of company policies or procedures, are within the scope of, and shall be dealt with via, the dispute resolution procedure.
- d) The most effective procedure to achieve the prompt resolution of disputes is for the responsibility for resolution to remain as close to the source as is possible. It is with this uppermost in mind that the parties agree to strictly adhere to the following dispute settlement procedure:
  - (i) Where a dispute arises, the matter shall be first submitted by the employee or Employee Representative (if any) to the supervisor or another appropriate manager, or vice versa. If not settled, the matter shall be referred to more senior persons.
  - (ii) At any stage in the process an Employee(s) may nominate a third party of their choice to represent them.
  - (iii) Reasonable time limits must be met and allowed for discussions at each level of authority. If the dispute is not resolved the Company must provide a response to the Employee(s) grievance including the reasons for not implementing any proposed remedy.
  - (iv) The status quo before the emergence of the dispute shall continue whilst the dispute settlement procedure is being followed. For this

purpose "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.

- (v) Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the DSP. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Company to perform other available work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.
- (vi) No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (vii) Where a matter cannot be resolved in accordance with the above, nothing shall prevent either party from referring the matter to FWC for conciliation. If conciliation does not resolve the dispute the matter shall be arbitrated by the Fair Work Commission.
- (viii) All steps above must be fully exhausted before this referral may occur.
- (ix) A dispute that has been formally commenced, but not concluded, under the name of previous agreement covering the Company and an employee ("the previous agreement") at the time at which this Agreement commences, shall continue to be dealt with accordance with the relevant provisions that apply under the previous agreement. Any dispute which arose under the previous agreement whether formally notified before or after the commencement of this Agreement, shall be resolved under the dispute settling procedure of the previous agreement. For the purposes of this sub-clause the relevant provisions of the previous agreement are deemed to be provisions of this Agreement. This subclause applies to disputes only just commenced, to those which are part heard, where there is a decision reserved and to any appeals.

## 41. PERFORMANCE AND FLEXIBILITY

- a) All Employees will work to the best of their ability and will perform such work as reasonably required by the Company within the bounds of the practical competence, training, classification level and safety of the Employee.

## 42. REDUNDANCY PAY

- a) An employee is entitled to redundancy pay if the employee's employment is terminated:
  - (i) by the Company because the company has made a definite decision that it no longer wishes the job the Employee has been doing to be

done by anyone and this is not due to the ordinary and customary turnover of labour, and this may lead to termination of employment; or

- (ii) because of the insolvency or bankruptcy of the Company.
- (iii) An employee is not entitled to redundancy pay where an alternate position is accepted by an Employee within the Company or an associated entity, nor when the Employee is dismissed for unsatisfactory performance.

b) Where an Employee is under 45 years of age:

YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

c) Where an Employee is over 45 years of age:

YEARS OF SERVICE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

d) Weeks' pay means the ordinary time gross all-purpose rate of pay for the Employee concerned at the date of termination.

#### 43. PROVISION FOR SEVERANCE PAY & NOTICE

- a) The Company agrees to make provision for severance for full-time Employees by payment into an industry redundancy fund up to or greater than they would be entitled to under clause 43 in the event the employee is made redundant.
- b) These provisions shall be paid into a bona fide external redundancy fund on behalf of these Employees with the fund utilised for the purpose of this Agreement being PROTECT or ACIRT.
- c) The weekly rate of contributions to be paid by the Company for the purpose of this clause is set out in Schedule C. The Company will pay rate provided in Schedule C into the industry redundancy fund each month for each week that an Employee is at work or on authorised leave paid by the Company.
- d) Once the sum of contributions made by the Company to an Employee's industry redundancy fund account amounts to the maximum potential redundancy pay entitlement an employee would be entitled to under clause 43 if the Employee were made redundant (i.e. 20 weeks' pay at the Employee's base rate of pay) the Employee may elect to continue to have the weekly contribution paid into either the redundancy fund, their superannuation fund, or only where the funds will be used to assist in the purchase of a residence, receive a (taxable) weekly allowance in accordance with schedule C. Where the Employee makes no election, contributions will continue to be made to the industry redundancy fund. This election may be suspended to top up the fund if the Employee's potential severance pay entitlement increases or if site conditions require fund contributions to be made.
- e) In the event of redundancy, an Employee's entitlement to severance pay at the expense of the Company shall be offset by any contributions made by the Company to the industry redundancy fund on the Employee's behalf and any amounts diverted as a superannuation payment or as an amount to the purchase of a residence at the election of the Employee under paragraph (d).

#### 44. OVERPAYMENT REIMBURSEMENT TO COMPANY FROM EMPLOYEE

- a) An Employee(s) agrees to reimburse the Company for any overpayment of wages proven to be made to the Employee in error by the Company.
- b) Upon two weeks advance written notification of an overpayment to an Employee, the Employee authorises in writing, the Company to deduct from any wages or any other entitlements payable or owing to the Employee(s). Such reimbursement will be deducted at an agreed weekly amount until such time as the full amount has been repaid.
- c) This clause will have no effect to the extent that the deduction is directly or indirectly for the benefit of the Company, or a party related to the Company, and unreasonable in the circumstances.

## 45. AMENITIES

- a) It is the responsibility of the Principal Contractor to ensure that the amenities prescribed by the Code of Practice – Construction Work is provided as a minimum. Where, however, that standard is not maintained due to an action or event beyond the control of the Company, the Company shall be allowed reasonable time in which to rectify the problem.
- b) In all instances, the following procedure shall be observed:
  - (i) A uniformly high standard of amenities and facilities such as ablution blocks, change rooms, crib sheds, etc., shall be provided. ventilation, and lighting. They must have a floor above ground level and be lined on ceilings and walls.
  - (ii) Mess Shed/s fitted with fly screens are provided for exclusive use of workers and not for the storage of Employers' equipment, tools, and materials.
  - (iii) Shed/s shall provide not less than 1.0 square metre of floor space per person employed at any one time, provided that the area be not less than 4.65 square metres. Fixtures, other than tables and chairs, shall not be included when calculating floor space.
  - (iv) Where five or more persons are employed at one time, the floor area shall not be less than 9 square metres.
  - (v) Adequate facilities are to be provided for warmth and for drying clothes e.g., strip heaters.
  - (vi) Provided that 20 or more persons are employed on site at any one time, the Employer shall provide a separate shed or sheds for messing, which shall be of such dimension as to provide not less than 1.0 square metre of floor space per person.
- c) Contents
  - (i) In the changing facilities, separate clothes hanging facilities for each person employed are to be provided (coat hooks only to be used).
  - (ii) In the changing facilities, sufficient seating accommodation for the changing of work apparel is to be provided.
  - (iii) In the messing facilities, sufficient tables with fixed washable Laminex or vinyl surface, and seating for the taking of meals, are to be provided.
  - (iv) Food warming facilities to be supplied, together with a supply of cool, clean water conveniently accessible, as well as boiling water at meal/rest breaks.
  - (v) Receptacle for garbage with bin liner and rat and fly proof is to be supplied in mess area and emptied regularly.
  - (vi) A washable vinyl floor surface in all facilities is to be provided.

- (vii) Shelving is to be supplied in the mess shed for storage (cups, lunch bags, etc).
  - (viii) All facilities are to be cleaned and disinfected on a regular basis.
- d) Sanitary Facilities
- (i) Closets shall be soundly constructed and roofed with weatherproof material. The floor of each closet shall be well drained and constructed of concrete, bricks, and cement, or of other approved materials which shall be impervious
  - (ii) Where there is an issue relating to amenities, the immediate concern must be to rectify the issue. A reasonable period will be allowed to any Company alleged to have committed a breach, to comply with all requirements of this Clause.
- e) Mess/Change Shed Facilities Dimension/Construction Requirements and Construction Sheds.
- (i) All Sheds shall be weatherproof and soundly constructed to an approved standard with sufficient windows and doors, adequate to water. Every closet shall be well lighted by natural or artificial light and shall be ventilated. Each closet shall have a hinged door, capable of being fastened on the inside, lift seats/flaps and toilet paper.
  - (ii) Where practicable, toilets to be connected to sewerage before commencement of the job.
  - (iii) Closet/urinal location to be conveniently accessible to employees, but not so close as to cause a nuisance to those persons.
  - (iv) Where necessary, portable water seal toilets of an approved standard are to be provided and regularly serviced.
  - (v) Conveniently accessible closets and urinals are to be distributed every 5th floor on multi storey constructions.
  - (vi) Closets and urinals are to be washed daily with disinfectant and kept in clean, hygienic condition.
  - (vii) Adequate washing facilities, suitably drained, and wash basins/troughs are to be supplied with hot and cold running water.
  - (viii) Soap and towels are to be supplied.
- f) Closet / Urinal Requirements

EMPLOYEES	CLOSETS	URINALS
1-5	1	Nil
6-10	1	1
11-20	2	2



EMPLOYEES	CLOSETS	URINALS
21-35	3	4
36-50	4	6
51-75	5	7
76-100	6	8

- (i) For each additional 20 persons or part thereof up to 200 persons, one additional urinal and one additional closet is required. For each additional 35 persons or part thereof in excess of 200 persons, one additional urinal and one additional closet is required. If a slab urinal is provided, each 600-mm shall be regarded as one urinal.
- g) Where women are employed onsite, separate amenities will be provided. These shall include changing facilities and have adequate means for disposing of sanitary items.

#### 46. WORKING IN THE RAIN

- a) Where extenuating circumstances deem it necessary for employees to work in the rain, suitable waterproof clothing will be supplied by the Company to the employees who are required to work in the rain.
- b) Notwithstanding the foregoing, an employee required to work in the rain will be paid double the all-purpose rates prescribed in schedule B, for all work performed in the rain and such payment will continue until they cease work.

#### 47. INCLEMENT WEATHER PROCEDURE

- a) Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, snow, cold, high wind, severe dust storm, extreme high temperature, air pollution, or the like, or any combination thereof) by virtue of which it is either not reasonable or it is not safe for Employees exposed to continue working.
- b) Where, due to inclement weather, it is either not reasonable or not safe for Employees on that site or section of the site affected to continue working, the Employees may be transferred to another section of that site.
- c) UGL or its representative must confer with Employee and/or the Union Delegate / Employee Representative / HSRs within a reasonable time (which does not exceed 30 minutes) for the purpose of determining whether the conditions referred to in this clause apply.

- d) The Parties agree that inclement weather does not automatically create unsafe working conditions. Employees will not be expected to work in unsafe or unreasonable conditions due to inclement weather.
- e) Where an Employee is prevented from working at the Employee's particular function as a result of unsafe conditions caused by inclement weather, the Employee may be transferred to other productive work, until the unsafe conditions are rectified. Where such alternative work is not available and until the unsafe conditions are rectified and the Employee remains on site, the Employee will be paid for such time without reduction of the Employees inclement weather entitlement.
- f) Employees on a portion of a site not affected by inclement weather must continue to work even though employees working on other areas of the site may have stopped work because of inclement weather
- g) Payment for time lost due to inclement weather (including heat pursuant to clause 47.2) is subject to:
  - (i) a maximum of 32 hours pay in any 4-week period for each employee (i.e., calculated based on 8-hours for each week within the 4-week period). For example, an employee who commences employment during a 4-week period will be credited with 24 hours where the employee commenced on any working day within the second week.
  - (ii) a pro rata basis for part-time employees.
- h) Where Employee is required to work in inclement weather in cases where emergency work is required, or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.
- i) Where any Employee is required to undertake emergency work, demobilising a mobile crane, or is required to work to ensure a concrete pour already commenced is completed to a practical stage, the Employee will be paid at the rate of double time calculated to the next hour from the point in time a decision is made to continue with the works until the works are completed, and in the case of wet weather be provided with adequate wet weather gear. If an Employee's clothes become wet in these circumstances the Employee will, unless the Employee has a change of dry working clothes available, be allowed to go home for the remainder of the ordinary day without loss of ordinary pay.

#### 47.1 Additional wet weather procedure:

- a) Remaining on site: Where, because of wet weather, Employees are prevented from working during ordinary hours
  - (ii) for more than an accumulated total of 4 hours of ordinary time in any one day; or
  - (iii) after the unpaid meal break for more than an accumulated total of 50% of the normal afternoon work time; or



- (iv) during the final 2 hours of the normal workday for more than an accumulated total of one hour;

UGL will not be entitled to require Employees to remain on site beyond the expiration of any of the above circumstances.

Where, by agreement between UGL and the Employees, Employees remain on site beyond the periods specified above, any such additional wet time will be paid for but will not be debited against the Employees' payment for time lost due to inclement weather hours see-clause 47 (g) (i) above). Wet time occurring during overtime will not be considered for the purposes of this term.

- b) Rain at starting time: Where Employees are in the sheds, because they have been rained off, or because it is at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area unless:
  - (i) the rain stops; or
  - (ii) a covered walkway has been provided; or
  - (iii) the sheds are under cover and the Employees can get to the dry area without going through the rain; or
  - (iv) adequate protection is provided. Protection must, where necessary, also be provided for the Employees' tools.

## 47.2 Additional heat procedure

- a) When temperature reach between 35 and 37 degrees Celsius, Employees will be relocated to an area of the site where the temperatures is below this range. If there is no area in which they can be relocated, they will be relocated to the site amenities sheds.
- b) When temperatures reach 37 degrees Celsius and above, Employees not in airconditioned machinery will be withdrawn from the site. Plant operators in airconditioned cabs, who remain in areas where temperatures reach 37C, will be assessed in accordance with WHS procedures and monitored throughout the period to ensure the health, welfare and safety of the operator.
- c) If Employees complain of heat stress before the agreed temperatures have been reached, it is the WHS Committee and UGL's obligations to move those workers into a cooler environment. In this event the WHS committee and UGL will convene to discuss the implementation of this policy at temperatures below those stipulated subclauses (a) and (b) above.
- d) Through the consultative process work may be arranged for early morning starts to avoid the heat. If this process is agreed, then no more than 8 hours in the day will be worked.
- e) Fresh, cold drinking water must be made available throughout the day to ensure fluid intake for Employees in warmer conditions.
- f) Temperature will be measured by the nearest automatic Bureau of Meteorology Monitoring Station at the commencement of each Project; the Onsite Management and Employee Representatives will agree which is to be the applicable automatic

weather monitoring station or will determine an alternative method of temperature measurement.

- g) During periods of hot weather, work in an air-conditioned environment will continue as normal. Employees will walk a reasonable distance through the open to and from amenities, (amenities must be air-conditioned) and the air-conditioned workspace, provided it does not pose a serious threat to their health and safety.
- h) The Company will not require Employees to work in the open heat where temperatures reach 35 degrees or above or where subclause (c) above applies unless the need arises to maintain safety and/or for emergency situations. Those Employees who are so required to continue work in the open during such safety or emergency situations will be paid at the rate of double time.
- i) It is agreed that, after consultation with the affected Employee(s), the Company can transfer Employees to an unaffected area not affected by inclement weather.
- j) If after consultation it is agreed that work be discontinued then only the Employees so affected by the inclement weather, who cannot be transferred to an unaffected area, will be allowed to go home and will not suffer any loss of pay.
- k) All Employees affected by inclement weather will be provided with personal protective clothing as required by the appropriate WHS guidelines.
- l) The Inclement Weather and Heat Policy will operate in conjunction with the site WHS Plan.

## 48. MOTOR VEHICLES

- a) Employees must notify the Company of any change to their driver's licence that may affect their ability to perform their duties.
- b) A Company vehicle (where applicable) may be provided for use during the performance of duties on behalf of the Company. Due to Australian Taxation Office requirements this vehicle is not permitted to be used for private purposes, other than driving to and from the last call of each day. Nominated "site vehicles" must remain on site.
- c) Drivers of Company Vehicles are not to drive when they are unlicensed or when they are under the influence of drugs or alcohol. Disciplinary action including instant dismissal may be taken should this occur.
- d) No other person other than the Employee assigned to the Company vehicle shall be permitted to drive the vehicle, without the express permission of the Company. All Employees prior to driving a Company vehicle must complete the Company Vehicle and Fuel card Agreement and comply with the Company Motor vehicle policy.

## 49. MOBILE TELEPHONES

- a) Except for Union Delegates and Health and Safety Representatives attending to duties directly related to their roles, personal mobile telephones are not to be used during normal working hours and are only to be used during breaks. It is acknowledged by the parties that the use of mobile phones on any worksite can create distractions and a significant safety risk.
- b) Personal calls are not to be received or made on Company mobile telephones during working time unless prior express individual written authorisation from the Company is first obtained. The use of Company Mobile Phones must be in accordance with the Company Mobile Phone Policy.
- c) An Employee(s) agrees to reimburse the Company for any personal calls made by the Employee(s) on Company mobile telephone(s).

## 50. SUPERANNUATION

- a) In accordance with the Superannuation Guarantee Legislation, the Company will pay superannuation contributions to each employee monthly at the charge percentage set out in sub clause 52 (b), for any period in which the employees is at work or on authorized leave paid by the company. For the purpose of calculating superannuation contributions, the charge percentage shall apply to 'ordinary time earnings' (OTE) as defined in sub clause 52 (e).
- b) The Superannuation contributions for each employee will be:
  - (i) 10.5% from commencement of agreement;
  - (ii) 11% from 1 July 2023;
  - (iii) 11.5% from 1 July 2024; and
  - (iv) 14.0% from 1 July 2025.
- c) Additional contribution rates may be made by salary sacrifice if specified in advance in writing by the Employee.
- d) Employees may choose to have their contributions paid into CBUS or any other complying Superannuation Fund. New employees who do not nominate a fund will have their contributions paid into the Company's default Superannuation Fund, CBUS. Employees may elect to change funds a maximum of once in each 12 months.
- e) For the purposes of this clause ordinary time earnings shall include:
  - (i) Weekly wage rate
  - (ii) Travel time payments
  - (iii) Travel & Fare allowance
  - (iv) Productivity allowance
  - (v) Public holiday payments

- (vi) Annual leave payments
  - (vii) Personal/Carers leave
  - (viii) Compassionate Leave
  - (ix) First Aid Allowance
  - (x) Over-Agreement payments
  - (xi) Payments in lieu of notice
  - (xii) Shift Allowances
  - (xiii) Infrastructure allowance
  - (xiv) Or any other amount deemed OTE under the relevant legislation.
- f) Ordinary time earnings for the purposes of this clause shall not include:
- (i) Annual Leave Loading
  - (ii) Overtime payments
  - (iii) Living Away Allowance
  - (iv) Workers' Compensation payments
  - (v) Redundancy payments
  - (vi) Entitlements paid upon termination of employment
  - (vii) Fringe benefits tax benefits.

## 51. ON-CALL, STANDING-BY AND RECALL TO WORK

- a) An Employee recalled to work overtime after leaving the work premises or site shall be paid a minimum of four hours' work at the appropriate rate for each time, he/she is so recalled.
- b) An Employee is On Call when required by the Company to make themselves contactable by telephone or pager outside working hours to answer Company related calls. It is usual but not mandatory for them to personally attend any call-outs they receive or alternatively to contact other Company personnel to attend the call-out if they are unable to go for any reason. A daily On Call allowance shall be paid in accordance with Appendix C and also a minimum of four hours paid at the appropriate rate in the event of a call out.
- c) Where an Employee has agreed to be on-call and/or standing-by they shall:
  - (i) Make themselves contactable via telephone and/or mobile telephone and/or pager (as specified by the Company) for the whole time they are on-call or standing-by; and
  - (ii) Be at all times ready, willing, and able to attend to any and all call-outs they may receive or be directed by the Company to attend. An Employee on-call or standing- by shall at all times be ready, willing, and

able to drive a motor vehicle and hence shall not be over the legal driving limit for alcohol or under the influence of any other driving impairing drugs or substances.

- d) An Employee is on Standby when he or she is prepared and excludes all other outside activities to hold themselves in constant readiness to be called back to work. This need for standby is a rare occurrence (midnight 1 January 2000 is an example). An Employee on Standby is paid at ordinary time rates of pay for all time spent on standby with the rate increasing to the appropriate overtime rate if called out.

## 52. APPRENTICES

- a) The Company recognises the importance of continuously training people into the Electrical and Construction Industry and the critical importance of having quality apprentices in the Company with the outcome of a fully qualified and well-trained tradesperson.
- b) The Company will maintain a commitment to the engagement of apprentices, including adult apprentices, indigenous and female apprentices during the life of this agreement.
- c) The Parties shall discuss strategies to maximise the direct indenture of apprentices over the life of this agreement.
- d) The Company also has experienced the benefit of using group training apprentices. The Company will continue to host full time apprentices from Group Training Organisations as a part of its business model and will continue to source those apprentices from established and credible group training companies that will work with the Company to provide flexible and quality training outcomes. For the purposes of this agreement, Electro group and Macarthur Group Training Limited t- as MG My Gateway are recognised by the parties as established and credible group training companies are recognised by the parties as established and credible group training companies.
- e) Subject to the laws applicable to apprentices in New South Wales, the Company commits that all apprentices will undertake the traditional four (4) year apprenticeship and will not support any reduction in this apprenticeship training or engage any apprentices under a reduced/shorter training package.
- f) Provided that the qualification outcome specified in the training agreement is to be consistent with that established for apprenticeships in the trade training package determined from time to time by the EE-0Z Industry Skills Council (Electro comms and Energy Utilities Industry Skills Council) and endorsed by the National Training Framework Committee.
- g) Apprentices must be provided training and/or provide access to training consistent with the contract or training agreement without loss of pay. Apprentices may be required to re-sit failed units in their own time.
- h) An apprentice working in an establishment under a particular work cycle in accordance with this Part who attends technical college on a rostered day off, shall

- be afforded another ordinary working day off as substitution for the rostered day off. Any substituted day must be taken in the current or next succeeding work cycle.
- i) The Company shall reimburse apprentices for the cost of the TAFE/RTO fees upon production of evidence of successful completion of the modules, less any amount paid, if any, to the apprentice by a government exclusively and specifically for those TAFE/RTO fees. Such reimbursement must occur in the next pay period following the production of evidence of successful completion of the modules.
  - j) The parties agree that all apprentices/trainees covered by this Agreement will continue to be paid for all time required to be spent at trade school (including fares & travel allowance) and not be disadvantaged by any changes to any government policy on training, trainees, or apprenticeships.
  - k) The ordinary hours of employment of apprentices must not in each enterprise exceed those of the relevant tradesperson.
  - l) No apprentices under the age of 18 years will be required to work overtime or shift work unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract of apprenticeship or training agreement.
  - m) The parties covered by this Agreement shall endeavour to ensure that the appropriate support is provided to enable women to successfully complete apprenticeships.
  - n) The Company will also consider retaining apprentices on completion of their apprenticeship. Any retention will be subject to the operational requirements of the Company.
  - o) Employment of minors
    - (i) The Company shall not employ minors in any trade covered by the classification of this Agreement where the relevant state apprenticeship authority has prescribed such classifications as an apprenticeship trade.
    - (ii) A minor may be taken on as a probationary apprentice for three months, and if apprenticed, such three months shall count as part of their period of apprenticeship.
  - p) Adult Apprentices
    - (i) People who are 21 years of age or over at the time of entering an apprenticeship directly with the Company, are to be classified as adult apprentices.
    - (ii) Adult apprentices will be paid at Grade 2 wage rate in Schedule B for each hour of work performed at site. Overtime rates will be applied on this wage rate.
  - q) Apprentice Ratio to Tradespeople
    - (i) To ensure that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the

Company must be able to demonstrate they have used their best Endeavours to maintain a minimum ratio of at least one apprentice to four (4) tradespeople averaged across the Company.

- (ii) The ratio can be made up of a mix of directly hired apprentices and those from Group Training companies.
  - (iii) There shall be no more than one apprentice to every tradesperson.
- r) Apprenticeship Supervision
- (i) All apprentices shall be supervised by an appropriately qualified tradesperson each worksite shall implement the "*Supervision guidelines for apprentices working on electrical installations*" referred to in Schedule G.

### 52.1. Group Training Apprenticeship Scheme Engagement

- a) Where the Company engages Apprentices from a Group Training Apprenticeship Scheme, the Company must ensure the Apprentice will be paid by the Group Training Company at the wage rates specified in Schedule B, and all other allowances, terms & conditions in this agreement for Apprentices.
- b) Electrical apprentices will be paid at Grade 2 wage rate in Schedule B for each hour of work performed at site. Overtime rates will be applied on this wage rate
- c) For the avoidance of doubt Productivity allowance and Infrastructure allowance will apply to apprentices as provided for in this agreement.
- d) The Company will ensure Group Training companies providing apprentices that are hosted by the Company:
  - (i) operate subject to the laws applicable to apprentices in New South Wales, and that apprentices hosted by the Company will undertake the traditional Four (4) year apprenticeship with the outcome of a fully qualified and well trained tradesperson.
  - (ii) are paid by their Company for time spent attending approved RTO / TAFE for training associated with the Certificate III in Electrotechnology, subject to the successful completion of training modules.
  - (iii) are provided with the same right to safety, supervision, and training as any other employee. The Company shall always endeavour to host apprentices on a long term basis and shall endeavour to ensure that the quality of the training provided during the hire is of a high standard.
- e) The Company shall endeavour to hire the apprentice on a long-term basis and shall ensure that the quality of training provided during the hire is of a high standard.

### 52.2. Directly Employed Apprentices

- a) Apprentice Wages



- (i) The company shall ensure directly employed apprentices are paid the wage rates specified in Schedule B, and all other allowances, terms & conditions in this agreement for Apprentices.
- (ii) For the avoidance of doubt, Productivity allowance and Infrastructure allowance will apply to apprentices as provided for in this agreement.
- (iii) Progression to the wage rate for each year of the apprenticeship (e.g., from 1st to 2nd year etc) will apply from the anniversary dates of the commencement of the apprenticeship.
- (iv) Apprentices will be paid at Grade 2 wage rate in Schedule B for each hour of work performed at site. Overtime rates will be applied on this wage rate.

## 53. COUNSELLING & DISCIPLINARY PROCEDURES

- a) This procedure applies in respect of Employees at the conclusion of their probationary period. Upon commencement of employment an Employee will be advised of the following procedure. The procedure will apply in all cases where formal counselling and disciplinary action is necessary.
- b) Each Employee is entitled to be represented at any stage during the disciplinary process, by a person of their choice including but not limited to a Union Delegate, Union Organiser, Employee Representative, or another representative of their choosing or not at all.

### **Performance / General Misconduct**

- c) In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., continued lateness for work), the following counselling procedure will be applied. An Employee may elect at any step to have a Union delegate or Union Organiser present. All counselling will occur on the Project unless agreed otherwise **Step 1 - Verbal Warning/ Counselling**
- d) The Company shall have a discussion with the Employee in which it will advise him/ her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then:
  - (i) Remind the Employee of the procedures;
  - (ii) Issue a verbal first warning;
  - (iii) Advise the Employee of the standards of improvement required.

### **Step 2 - First Written Warning/ Improved Performance**

- e) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then issue a written warning detailing:
  - (i) The issues of concern; and

- (ii) The standards of improvement required.
- f) At the request of the Employee, copies of any written warnings will be given to the Company Union delegate/representative or Union Organiser.

**Step 3 - Final Written Warning/ Improved Performance**

- g) If the Employee fails to meet the standards of improvement in accordance with Step 2 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then issue a final written warning detailing:
  - (i) The issues of concern;
  - (ii) The standards of improvement required;
  - (iii) That it is a final written warning and that failure to meet the standards of improvement stated therein will lead to dismissal
- h) The relevant Employee being counselled will be requested to sign a copy of the written warnings referred to in Step 2 and Step 3 of this clause.

**Revocation of Warning**

- i) If an Employee does not repeat the same offence which produced the need for the final warning, within 12 months of the warning, then all warnings becomes null and void and cannot be considered grounds for termination.

**Step 4 - Dismissal**

- j) If after receiving a final warning, the Employee repeats the same conduct within a period of 3 months, then the Employee may be terminated.
- k) If the Employee fails to meet agreed standards of improvement in accordance with Step 3 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him/ her of the problems that it believes exist. The Employee will have the opportunity to respond to the allegations. This will occur where building work is not performed. If appropriate the Company may then issue a written notice of dismissal in accordance with this Agreement detailing the reasons for the dismissal

**Serious and Wilful Misconduct**

- l) In the case of serious and wilful misconduct (e.g. theft, assault), the following procedure will be followed:
  - (i) The Company shall have a discussion with the Employee in which it will advise him/her of the alleged serious and wilful misconduct.
  - (ii) The Employee shall be entitled to have a Union delegate/representative or Union Organiser in attendance and will have the opportunity to respond to the allegation.
  - (iii) If appropriate the Company may then issue a written notice of dismissal detailing the reasons for the dismissal.

### Commitment to Follow Procedure

- m) The Company agrees that this procedure will be adhered to prior to termination of employment.

## 54. TERMINATION OF EMPLOYMENT

- a) A permanent Employee may terminate their employment by a weeks' notice or by the forfeiture of a week's wages.
- b) In the event of redundancy or dismissal of a permanent Employee, or an Employee terminated for serious misconduct) the Company shall give each Employee a minimum period of notice consistent with the following table:

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Up to the completion of 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- c) Where an Employee is over 45 years of age at the time of termination and has a period of continuous service with the company in excess of two years, the Employee shall be entitled to one week's notice in addition to that prescribed above
- d) Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- e) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies serious misconduct.
- f) The notice of termination required to be given by Employees shall be one week.
- g) Where an Employee has given or been given notice of termination of employment, he/she shall continue in employment until the date of the expiration of such notice. Nothing in this clause shall prevent the Company making payment in lieu of notice.
- h) Where the Company has given notice of termination to an Employee, the Employee shall be allowed up to one day's paid time off during the notice period with pay to seek other employment.
- i) Where the Company terminates the employment of an Employee, except by reason of the misconduct of the Employee within 10 days prior to a public holiday or group of holidays, the Employee shall be paid for that holiday or group of holidays, provided that they have been employed for a period of at least one week prior to the termination of employment. Provided further, where an Employee is re-employed within a period of one month of the termination of employment, the Employee shall

be paid for all holidays occurring within the period between the termination of service and re-employment.

- j) When any two or more of the holidays prescribed in this Agreement occur within one week of one another, such holidays shall, for the purposes of this Part, be deemed a group of holidays.

## 55. WORK HEALTH & SAFETY

- a) The parties acknowledge and agree that a safe and secure workplace is important, and that Employees will:
  - (i) Comply with all applicable Work Health and Safety laws and regulations.
  - (ii) Ensure the safety of themselves as well as co-workers or any other persons working at the workplace.
  - (iii) Wear and use any safety and protective equipment or clothing provided.
  - (iv) Comply with the Company's Work health and safety practices and procedures or face disciplinary action, including termination of their employment.
  - (v) Immediately report to management any accidents, incidents or hazards arising in the course of employment.
  - (vi) Comply with all Client or Site Specific WHS requirements.

## 56. WORKERS' HEALTH & SAFETY REPRESENTATIVES

- a) The employees may request that the Company commence negotiations to determine work groups. Once those work groups have been identified workers may elect a Health and Safety Representative (HSR) and Deputy Health & Safety Representative (DHSR) if any, for each work group in accordance with the provisions of the *Work Health and Safety Act (NSW) 2011*.
- b) Once elected, the HSR will be paid a flat allowance of \$2.94 per hour for each hour worked. This payment will commence from the first full pay period commencing after the election. Where the HSR is absent, the DHSR will receive a flat allowance of \$2.94 per hour for each hour worked for the period of their absence.
- c) Where an employee is a Leading hand and has been elected the HSR they shall not be entitled to the flat allowance of \$2.94 per hour.
- d) As soon as practical within the period of 3 months after the Company being advised of the election of the HSR and the DHSR, the Company will arrange and pay for the necessary training to enable the HSR and the DHSR to perform their role. While attending these courses the HSR and the DHSR will be paid their normal rate of

- pay, including all allowances. That is, they will not have their wages reduced because of their attendance at the training course.
- e) After their initial training, Health and Safety Representatives will be afforded up to a maximum of an additional five days training per annum at accredited Safework training programs, other appropriate seminars and Union endorsed meetings, forums, and training. Health and Safety Representatives will be paid their normal rate including all allowances while attending these courses. The Company will be provided 7 days-notice of such training/forums and the name of the HSR/s attending.
  - f) The Company will allow a HSR and the DSHR (if any) to exercise their obligations under the Act during their ordinary working hours.
  - g) The Company will ensure that a list of HSR and DSHR (if any) for each work group is prepared, kept up to date and distributed to all employees on a regular basis.
  - h) The HSR may request the Company to establish a workplace health and safety committee. If the Company is requested to do so they will establish a health and safety committee within one month of that request.
  - i) The HSR shall not be transferred from site without agreement from the majority of affected trades employees on that site at a duly convened paid meeting and agreed to by the Union in writing.
  - j) The Company will release from work a HSR to attend 5 meetings per calendar year conducted by the Union to discuss industry related matters. Health and Safety Representatives will be paid their normal rate including all allowances while attending these meetings. The Company will be provided 7 days-notice of such meetings and the name of the HSR/s attending.

## 57. ASBESTOS AND SILICA AWARENESS TRAINING

- a) The Company will schedule an agreed asbestos and silica awareness training course for every employee annually during normal working hours.
- b) It is agreed that this training will be provided by Creative Safety Initiatives (CSI) or another provider nominated by the Union
- c) Training will be undertaken within six months of the commencement of this Agreement for each Employee who has not already participated in the training and as soon as is practical for an Employee engaged after the commencement of this Agreement, not more than six (6) months after the Employee is first engaged in work covered by this Agreement.
- d) Employees will be paid their normal rate including all allowances while attending this training.

## 58. MENTAL HEALTH AWARENESS & SUICIDE PREVENTION

- a) The parties acknowledge that:
- (i) suicide prevention of employees in the construction industry is an important issue;
  - (ii) Construction workers are more than twice as likely to suicide than other people in Australia;
  - (iii) Construction workers are six times more likely to die by suicide than through a workplace accident;
  - (iv) Apprentices in construction are two and a half times more likely to suicide than other young men their age;
  - (v) Mental health on construction sites is now accepted as an industry safety concern;
  - (vi) Employees can find it difficult to discuss feelings and emotions with colleagues at work, especially in the construction industry.
  - (vii) Accordingly, to try and reduce the chance of suicide by an employee, the Company agrees to provide mental health awareness training to all employees covered by this agreement annually, to recognise potentially suicidal behaviour and to give them the simple skills needed to intervene and to keep that employee safe until they can gain professional help.
  - (viii) Training will be undertaken within six months of the commencement of this Agreement for each Employee who has not already participated in the training and as soon as practicable for an Employee engaged after the commencement of this Agreement, not more than six (6) months after the Employee is first engaged in work covered by this Agreement. For Electrical Trades and Classifications such training is to be conducted by "Mates in Construction" during normal working hours.
  - (ix) Employees will be paid their normal rate including all allowances while attending this training.
  - (x) For Construction Trades and Classifications such training is to be conducted by Foundation House during normal working hours.

## 59. DRUG AND ALCOHOL AWARENESS TRAINING

- a) The Company will schedule an agreed drug and alcohol awareness training course for every employee annually during normal working hours.
- b) The drug and alcohol awareness training course must include information about drug and alcohol rehabilitation and treatment services available to Employees.



- c) The provider for the drug and alcohol awareness training course will be agreed by the parties to this agreement. The Company will consult with employees about the agreed provider.
- d) Training will be undertaken within six months of the commencement of this Agreement for each Employee who has not already participated in the training and as soon as practicable for an Employee engaged after the commencement of this Agreement, not more than six (6) months after the Employee is first engaged in work covered by this Agreement.
- e) Employees will be paid their normal rate including all allowances while attending this training.

## 60. DRUGS & ALCOHOL POLICY

- a) Employees shall be trained and inducted in any drug and alcohol policies that apply to them. Failure to do so shall mean that such policy cannot be used against them.
- b) Notwithstanding the above, the following Drug and Alcohol principles shall apply:
  - (i) Where practicable, self-testing shall be available for alcohol.
  - (ii) Drug testing may be undertaken by oral fluid testing. The equipment used to perform the test shall be used, tested, and calibrated to the manufacturer's instructions and certified to AS 4760 (Processes for specimen collection and the detection and quantitation of drug in oral fluid). In the event drug testing utilises other than oral fluid testing, this shall be carried out in accordance with AS/NZS 4308:2008.
  - (iii) Alcohol testing may only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.
- c) Drug and Alcohol testing shall not be used to unfairly target employees.
- d) Any disputes in relation to, or in connection with Drug and Alcohol policies, testing and/or principles, are within the scope of, and shall be dealt with via, the dispute resolution procedure.
- e) Employees shall comply with the requirements prescribed in policies of the Company in relation to drugs and alcohol.

## 61. INDUSTRY / WORKERS WELFARE

- a) The Company will contribute \$3.00 per week for each Employee covered by this Agreement to the Construction Industry Drug and Alcohol Foundation (CIDAF), Mates in Construction, ADA Australia, or other agreed provider, to assist with the provision of Employee drug and alcohol rehabilitation, treatment services and/or workers welfare.
- b) The weekly contributions are to be paid monthly and forwarded to CIDAF, Mates in Construction, ADA Australia, Foundo Blue or other agreed provider on or about the



fourteenth (14) day of the following month. (i.e., January must be received by the 14 February).

- c) This payment will commence from the first pay period after the approval of this agreement.

## 62. INDUSTRY TRAINING AND SKILL DEVELOPMENT

- a) The Company will contribute \$6.00 per week for each Employee covered by this agreement to an agreed industry training fund for the advancement of industry training and skill development in the Electrical Communication Contracting and Constructions industries, including initiatives for supporting the career transition of workers impacted by market and technological changes in the industry.
- b) The weekly contributions are to be paid monthly and forwarded to the agreed industry training on or about the fourteenth (14) day of the following month. (i.e., January must be received by the 14 February).
- c) This payment will commence from the first pay period commencing on or after the establishment of the industry training fund unless otherwise agreed to by the parties.

## 63. SMOKING/VAPING

- a) Smoking/vaping is not allowed in any site offices, mess/change sheds or sanitary facilities; or any other amenities where appropriate signage is displayed or as a site requirement.
- b) Smoking/vaping is not allowed within the confines or the premises of clients/customers or in any Company vehicles.

## 64. TOOL KIT

- a) The Company accepts the responsibility of providing major speciality tools and equipment in order that the work force may carry out their duties. It is agreed by the parties; care is to be exercised to ensure the security of all tools and equipment on the project and in vehicles to protect against theft and damage.
- b) In the case where an Employee's personal tools are stolen from Company Vehicles or from gang boxes or other company storage facility or are damaged by Flood or fire whilst on-site or in a company vehicle the Company shall re-purchase the tools stolen/damaged to a maximum of \$2,500 in total.
- c) The payment is subject to the Company being provided with an inventory of tools. The Company is to provide a "tool list form" for completion by each employee on commencement. This form may be adjusted from time to time when the employee increases/decreases his/her tools. Where the Company fails to provide the list as mentioned above, the Company will be liable for all tools lost, damaged as determined by the employee affected. This list may be audited by the Employees

nominated supervisor from time to time. Details of both the inventory and subsequent audits are to be kept on site. Should the employee fail to complete and return the "tools list form" the Company shall not be liable for any loss.

- d) An Employee's hourly rate includes a tool allowance. The Parties agree that the list of tools prescribed at Schedule D is a minimum requirement for Tradespersons receiving a tool allowance (which is incorporated into their hourly rate).
- e) At each workshop or depot and at each job site the Company shall provide suitable free storage accommodation for Employee's tools. The Company shall ensure that such tool storage accommodation is as secure as practicable in the Employees absence.

## 65. PROTECTIVE CLOTHING

- a) The importance to the Company of portraying a professional image is recognised by the parties to this Agreement. The requirement for all Employees to wear Company provided protective clothing and uniforms at all times whilst on duty is a condition of employment.
- b) On commencement of employment with the Company each employee will be issued with the following;
  - Four pairs of pants;
  - Four long sleeve shirts;
  - One pair of approved safety boots;
  - One Winter Jacket ;
  - Overalls may be taken in lieu of pants and shirts.

Safety boots shall be of a brand and style agreed by the consultative committee to meet the minimum health and safety requirements of the industry that the Company trades in (cost not to exceed the \$250.00 allowance). Alternatively, Employees may choose their own boots, provided they are approved for use by the Company by having met all of the relevant safety standards and be reimbursed up to a maximum of \$250.00.

- c) Other protective clothing & equipment such as Safety Helmets, hearing protection, gloves, dust masks, sun screen etc. will be provided on an as-required basis for projects or activity to comply with WHS requirements. Regular maintenance and cleaning of clothing remains the responsibility of the wearer. Replacement will be on a "fair wear and tear" basis. In particular the Company will provide safety glasses and goggles as required or, if an Employee wears prescription glasses, will reimburse the additional cost of obtaining hardened lenses up to an amount of \$300.00 in a 2-year period.

## 66. GROUP PERSONAL ACCIDENT & SICKNESS INSURANCE

- a) The Company shall provide Group Personal Accident & Sickness Insurance through a Union nominated policy and scheme.
- b) For the Project it is agreed that the Group Personal Accident & Sickness Insurance payment will be collected and administered by Chifley Services Pty Ltd. The Group Personal Accident & Sickness Insurance payments will be paid for all Employees and will be paid for all periods of authorised absence and cannot be on a pro-rata basis.
- c) The company will provide Group Personal Accident & Sickness Insurance with a total cover of \$3000.00 per week on behalf of Employees. The maximum cost of such policy shall not exceed \$37.25 per week, per employee.
- d) The Company must maintain policies for Group Personal Accident & Sickness Insurance with Chifley Services Pty Ltd for the purpose of this clause at all times. A summary of benefits under the policy is provided at Schedule E.
- e) Upon request from an Employee, the Company will provide documentary evidence that the Company has taken out a policy with the relevant scheme.

## 67. QUALITY ASSURANCE

- a) The parties endorse the underlying principles of the Company's Quality Management System, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Company to establish and maintain, implement, train, and continuously improve its procedures and processes, and the Employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require Employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

## 68. COMPANY PLANT

- a) All Company plant is to be properly supervised and maintained, to minimise loss or down time. Employees are to regularly inspect plant in their control and promptly report any defects.

## 69. CONSULTATIVE MECHANISM

- a) The Company will establish and maintain a Consultative Committee as a forum for effective communication between the parties.

- b) It is not the objective of parties to this clause that the committee would over-ride the function and responsibilities of management or the Union.
- c) The Consultative Committee will be made up of an equal number of management representatives and Employee representatives elected by the Employees. Elections for Employee representatives must occur every 12 months or earlier if requested by a majority of Employees.
- d) The Company will extend an invitation to the Union to attend each consultative committee meeting.
- e) The principle purpose of this Committee will be to:
  - (i) Monitor the implementation of the terms of this Agreement;
  - (ii) Assist in the process of workplace reform through consultation;
  - (iii) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security;
  - (iv) Monitor, discuss, develop and or recommend measures or actions in respect of but not limited to:
    - Productivity and Competitiveness
    - Job Security
    - Work Health and Safety
    - Rehabilitation of injured Employees
    - Women in the industry
    - Skills and training
    - Implementation of quality assurance
    - Existing and future work
    - Removal of restrictive work practices
    - Environmental protection
- f) The Company must facilitate a meeting of the Consultative Committee at least once every three months.

## 70. NOTICE BOARD

- a) The Company shall erect a notice board of reasonable dimensions to be located in a prominent position in each Company establishment, plant, or job site where Company Employees are working or if required in separate buildings in each establishment or plant or job site so that such notice boards are reasonably accessible to all Company Employees working under the Agreement at the establishment, plant, or job site.

- b) A duly elected Union delegate or HSR shall be given access to the Notice board to display notices, information, circulars, and membership material.

## 71. UNION DELEGATES

- a) Union Delegates are to ensure that they reasonably balance their obligations as an Employee of the Company and undertaking their duties as a Union Delegate. Union Delegates are required to ensure that when they are carrying out their duties that they adhere to and strive to meet the key objectives of this Agreement.
- b) The Company shall not initiate be involved in, Delegate(s) or interfere with the election of Union Delegates(s)
- c) Once elected by site Employees on a site or project and recognised by the Union, the Delegate will be paid a flat allowance of \$2.94 per hour for each hour worked whilst engaged on that site/project. This Payment will commence from the first full pay period commencing after the date of the election and is addition to any other allowance they receive such as Leading hand allowance.
- d) Nothing within this agreement will prevent Union Delegates from consulting or conferring with each other.
- e) The Company shall not relocate an elected Union delegate from a site or project without prior consultation with the affected delegate and the parties to this agreement. In cases where the Company is considering terminating or transferring the services of an elected Union Delegate, the Company must engage in a ten-day consultation period with the affected Employee prior to making a decision.
- f) Once the ten-day consultation period has finished, the Union delegate shall not be transferred from site without agreement from the majority of affected trade employees on that site at a duly convened paid meeting of no more than 30 minutes and agreed to by the Union in writing.
- g) The Union delegate can only be relocated after the Union agrees in writing.

## 72. UNION DELEGATES DUTIES / ACTIVITIES & RIGHTS

- a) Union Delegates must be given reasonable time off with pay (inclusive of all allowances Union Delegates would normally receive) to carry out their duties/activities as a Union Delegate. Before attending to his/her duties/activities as a Union Delegate, the Union Delegate will notify and coordinate activities with his/her immediate supervisor.
- b) Union Delegates' duties/activities include:
  - (i) Assisting and representing Employees in workplace relations matters including grievances, disputes, disciplinary action at workplace; and
  - (ii) Keeping Employees informed of workplace relations matters and providing advice and information; and

- (iii) Working with the Employees and the Company to resolve issues at a site level; and
- (iv) Representing the interests of members in their workplace to the Union, the Company and Industrial tribunals and Courts; and
- (v) Attending Union endorsed training, forums, or meetings up to 5 days per year, which are directed to improving the skills & knowledge of the participant in the system of workplace relations. The Company will be provided with 7 days-notice of such training/forums; and
- (vi) Participating in bargaining for an agreement to replace this agreement; and
- (vii) Giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts; and
- (viii) Attending inductions for new employees and being provided paid time to discuss with the new Employees the benefits of Union membership and their rights under this agreement; and
- (ix) In addition to clause 72 (b) (v) above, union delegate/s shall be entitled to attend monthly meetings conducted by the Union to discuss industry related matters. The Company will be provided 7 days-notice of such meetings and the name of the delegate/s attending.

c) Union Delegates' rights include:

- (i) To be treated fairly and to perform their role without discrimination in their employment;
- (ii) Recognition that Union endorsed Union Delegate/s will speak on behalf of Union members in the workplace;
- (iii) The right to reasonable paid time to participate in the operation of the Union during normal working hours;
- (iv) The right to be advised of the time, date, and location of inductions for new employees;
- (v) To use a personal mobile phone to make calls when required for their duties but always and only when safe to do so and in full compliance with the safety requirements of the Company mobile phone policy.
- (vi) All delegates will have their travel expenses associated with their training, conferences, seminars, paid for by the Company.
- (vii) Where it is not reasonable for an Employee to return home whilst attending training, conferences or seminars in New South Wales or the Australian Capital Territory, the Employee shall be entitled to the provisions of clause 39 - Living away from home allowance and Schedule C.

## 73. UNION DELEGATE FACILITIES

- a) The Company shall provide an agreed facility for the use of the Union Delegate/Employee Representative to perform their duties and functions as the on-site representative of the employees. The provision of the following facilities is to ensure that the Union Delegate/Employee is able to effectively perform his/her functions in a professional and timely manner.
- b) The facilities shall include:
  - (i) a telephone;
  - (ii) a table and chairs
  - (iii) a filing cabinet;
  - (iv) air-conditioning/heating;
  - (v) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management;
  - (vi) a private lockable area;
  - (vii) A suitable workplace location to conduct confidential discussions with those Employees who choose to be represented by the Union Delegate. The Company will respect the privacy of the Union Delegate use of these facilities and will not monitor communications using those facilities.

## 74. FLEXIBILITY ARRANGEMENTS

- a) The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the hours of work arrangement provided in Clause 19.
- b) Any flexible agreement may allow for up to 12 hours per day to be worked at ordinary time, provided that weekly ordinary hours of work shall be an average of 36 per week and shall not exceed 144 hours in 28 consecutive days. Such an arrangement shall not extend the spread of ordinary hours beyond 6.00 am to 6.00 pm.
- c) Any flexibility arrangement agreed to in terms of Clause 19 under paragraph (a):
  - (i) must be about matters that would be permitted matters if the arrangement were an enterprise agreement; and
  - (ii) must not include a term that would be an unlawful term if the arrangement were an enterprise agreement.
- d) Any individual flexibility arrangement must be genuinely agreed to by the Company and the Employee.
- e) The Company must ensure that the individual flexibility arrangement:



- (i) is in writing; and
  - (ii) includes the name of the Company and the Employee; and
  - (iii) is signed by the Company and Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (iv) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- f) Any flexibility arrangement must include details of:
  - (i) how the arrangement will vary the effect of the terms of this Agreement; and
  - (ii) how the Employee will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangement; and
  - (iii) states the day on which the arrangement commences.
- g) The Employee must receive a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- h) The Company or Employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Company and Employee agree in writing, at any time.

## 75. CONSULTATION TERM

- a) This term applies if the Company:
  - (i) 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
  - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### 75.1. Major change

- a) For a major change referred to in paragraph 75a) (i):
  - (i) the Company must notify the relevant employees of the decision to introduce the major change; and
  - (ii) paragraphs 75.1 (b) to (i) apply.
- b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- c) If:

- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.
- d) As soon as practicable after making its decision, the Company must discuss with the relevant employees:
  - the introduction of the change; and
  - the effect the change is likely to have on the employees;
  - measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- e) for the purposes of the discussion, provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- f) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- h) 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 Company, the requirements set out in paragraph 75.1 (a) (i) and sub-clauses 75.1 (b) and (d) are taken not to apply.
- i) In this term, a major change is likely to have a significant effect on employees if it results in:
  - (i) the termination of the employment of employees; or
  - (ii) major change to the composition, operation, or size of the Company's workforce or to the skills required of employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) the need to relocate employees to another workplace; or
  - (vii) the restructuring of jobs.

## 75.2. Change to regular roster or ordinary hours of work

- a) For a change referred to in paragraph 75 (a)(ii):
  - (i) the Company must notify the relevant employees of the proposed change; and
  - (ii) paragraphs 75 (b) to (f) apply.
- b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- c) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the Company of the identity of the representative;the Company must recognise the representative.
- d) As soon as practicable after proposing to introduce the change, the Company must:
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion, provide to the relevant employees:
    - all relevant information about the change, including the nature of the change; and
    - information about what the Company reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that the Company reasonably believes are likely to affect the employees; and
    - 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).
- e) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- f) The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- g) In this clause "relevant employees " means the employees who may be affected by a change referred to in paragraph 75 (a).

## 76. CONSULTATION AND INDUSTRIAL RELATIONS ON INFRASTRUCTURE PROJECTS AND MAJOR BUILDING & CONSTRUCTION PROJECTS

- a) For the purposes of this clause Major building & construction projects means building & construction projects with a total construction value which exceeds \$250 million dollars.
- b) With respect to work performed on infrastructure projects or major building and construction projects, all persons covered by the Agreement acknowledge the importance of working together, in a manner consistent with the terms of the Agreement, to try to reach agreement on matters which may otherwise give rise to industrial disputation. Accordingly, when the Company is to begin work on an infrastructure project or major building and construction project, the Company shall consult with the employees in accordance with this clause.
- c) In the normal course, it is expected that consultation will occur within the 14 days leading up to the commencement of the work. If for any reason this does not occur, or if the Company has less than 14 days' notice of the need to commence work, consultation will occur as soon as reasonably practicable - and in any case not more than 14 days after the commencement of the work. For the purposes of this clause, consultation means genuine and meaningful discussions where the Company must seriously consider and take into account the positions put forward.
- d) The Company will consult over the following matters, insofar as they relate to the manner in which work will be conducted on the project within the framework of that Company:
  - (i) the employment of apprentices;
  - (ii) the ratio of Trades assistants to tradespersons;
  - (iii) conditions of employment on site;
  - (iv) diversity in employment;
  - (v) the consideration of employment of local labour for work in regional areas;
  - (vi) the consideration of employment of persons with appropriate skills and experience to carry out the duties of Union Delegate and Health & Safety Representative on a particular major construction project and within the context of the Company's business and their expectations; and
  - (vii) site amenities.
- e) For clarity, nothing in this clause shall operate to:
  - (i) remove the right of an employee to choose their own representative;
  - (ii) impact the provisions of the Work Health and Safety Act, including those dealing with the election of Health and Safety Representatives;

- (iii) impact an employee's right to be, or not be, a member of an industrial association.

These matters shall be communicated to the employees prior to consultation occurring in accordance with this clause.

Should a dispute arise with respect to this clause, including any of the above matters in it shall be dealt with in accordance with the Disputes procedure.

## 77. INFRASTRUCTURE ALLOWANCE

- a) An infrastructure allowance shall be paid to those employees engaged on infrastructure projects
  - From Lodgement- \$8.75 per hour
  - From 1 May 2025 - \$9.75 per hour
- b) The infrastructure allowance will be paid in addition to the Productivity allowance as contained in clause 36 of this agreement.
- c) Apprentices shall be paid Infrastructure allowance.
- d) The infrastructure allowance will compensate employees for any and all special factors and/or disabilities encountered on the Hunter Power Project that are not specifically provided for in this agreement. This allowance is paid in lieu of Industry allowance, Towers allowance and Multistorey allowance as set out in the Electrical, Electronic and Communications Contracting Award 2020 (Award).

## 78. EMPLOYEE ENTITLEMENTS AND COMPLIANCE

### **Superannuation, Severance, WorkCover, Long Service, Allowances, and Insurances**

- a) The Company shall ensure that all its Employees covered by this Agreement are registered with the relevant industry schemes as listed in this agreement for Redundancy, Superannuation, Long Service Leave Payments, and Group Personal Accident & Sickness Insurance & Top up Insurance.
- b) The Company must complete the compliance notification form (Appendix K) and provide it via email to the Union on the 1st of February, 1st May, 1st August and 1st November each year of this agreement. Where any of the above dates fall on a weekend or Public holiday the company must provide the compliance notification form on the next working day.
- c) It is acknowledged that information confirming compliance (i.e., registration and contribution status) will be provided by the industry scheme/s to the parties on request, provided that any individual who does not want their information confirming compliance to be made available to the parties, has formally advised the Company in writing and the Company must advise the industry scheme/s of this request.

- d) It is a specific requirement that the Company shall ensure that all payments and/or paperwork to the abovementioned funds and schemes are up to date and made in full in accordance with the relevant Trust Deed or scheme of the fund.
- e) When an Employee or their representative raises a concern in respect of the Employee's entitlements and/or the Company's compliance with payments and/or registration with the abovementioned funds or schemes, the Company shall provide to the Employee, or their representative if requested in writing by the Employee, all relevant information to assist in resolving any concerns.
- f) If a person covered by this Agreement has a genuine and reasonable belief that the Company has failed to comply with its obligations the following process will apply:
  - (i) the person or their representative must notify the Company in writing of the alleged non-compliance and what must be done to remedy it; and
  - (ii) the parties must consult in good faith in an effort to resolve the matter.

## 79. ELECTRICAL LICENCE ALLOWANCE

- a) Where an Employee is engaged and is working as an Electrical Tradesperson on Infrastructure projects with a TCV of \$804.2 million or more, and where the Employee is required to hold an Electrical license, the Employee will receive an all-purpose allowance of \$3 per hour.
- b) For the purpose of this allowance, an appropriate Electrical Licence will be a current New South Wales or Australian Capital Territory Electrical licence.

## 80. COMMISSIONING ALLOWANCE

- a) A flat allowance of \$2.20 per hour for all hours worked shall be payable to:
  - (i) Any employee engaged to perform commissioning work within a commissioning area or zone or;
  - (ii) Any employee engaged as part of the commissioning or Quality Assurance (QA) team.
- b) This allowance shall increase to \$2.50 per hour from 1<sup>st</sup> May 2025

## 81. RELATIONSHIP TO THE AWARD

- a) Subject to this clause, the Electrical, Electronic and Communications Contracting Award 2020 (Award) is incorporated into and forms part of this agreement.

If there is an inconsistency between an express term of this agreement and an incorporated Award term, the express term of the Agreement will prevail to the extent of any inconsistency.

- b) The terms and conditions of the Building and Construction General On-site Award 2020 ("the BCGOA"), are hereby expressly incorporated as terms of this Agreement as if the same were set out in full herein and shall be binding upon the parties during the currency of the Agreement, by operation of this Agreement.
- c) In the event of any inconsistency between the terms and conditions of the BCGOA which are incorporated into this agreement by operation of (a) above and any other express provision of this Agreement, the express provision/s of this Agreement shall prevail to the extent of such inconsistency, unless the express provision of the Agreement provides otherwise or unless contrary to law.
- d) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.



## 82. SIGNATORIES

  
\_\_\_\_\_  
Signature  
**FOR THE COMPANY**

John Greaves

\_\_\_\_\_  
Print Name in Full  
**FOR THE COMPANY**

Level 7, 40 Miller Street,  
North Sydney NSW 2060

\_\_\_\_\_  
Address of Signatory  
**FOR THE COMPANY**

General Manager, Utilities

\_\_\_\_\_  
Position / Authority Held  
**FOR THE COMPANY**

09/08/2024


\_\_\_\_\_  
Date of Signing Agreement

Witnessed by:

  
\_\_\_\_\_  
Signature

Sophia Kelly

\_\_\_\_\_  
Print Name in Full

  
\_\_\_\_\_  
Signature  
**FOR THE ETU**

Frederick Barbin

\_\_\_\_\_  
Print Name in Full  
**FOR THE UNION**

Level 5, 370 Pitt Street, Sydney,  
NSW, 2000

\_\_\_\_\_  
Address of Signatory  
**FOR THE UNION**

Assistant Secretary

\_\_\_\_\_  
Position / Authority Held  
**FOR THE UNION**

8/8/24

\_\_\_\_\_  
Date of Signing Agreement

Witnessed by:

  
\_\_\_\_\_  
Signature

Monique Buksh

\_\_\_\_\_  
Print Name in Full

J. Greenfield  
Signature

FOR THE CFMEU

DAMEN GREENFIELD  
Print Name in Full

FOR THE UNION

2/63 Miller St  
Pymont NSW 2009  
Address of Signatory

FOR THE UNION

2/63 Miller St  
Pymont NSW 2011  
Address of Signatory

NSW State Secretary  
Position / Authority Held

FOR UNION

13/8/24  
Date of Signing Agreement

Date of Signing Agreement

Witnessed by:

T. Waaw  
Signature

Signature

Tianne Wagner  
Print Name in Full

Print Name in Full

B. Pidgeon  
Signature

FOR THE AMWU

Brad Pidgeon  
Print Name in Full

FOR THE UNION

3/133 Parramatta Road,  
Granville NSW 2142  
Address of Signatory

FOR THE UNION

Acting State Secretary  
Position / Authority Held

FOR THE UNION

12 August 2024  
Date of Signing Agreement

Date of Signing Agreement

Witnessed by:

R. Dobson  
Signature

Signature

Rochelle Dobson  
Print Name in Full

Print Name in Full

## SCHEDULE A – WORKER DEFINITIONS / CLASSIFICATION

### Mechanical Worker Classification

#### **Mechanical Worker 1**

A worker is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such. Includes:

New entrants less than 6 months experience

#### **Mechanical Worker 2**

- a) Trades Assistant engaged to assist a Trade person not doing work of trade person Performing tasks as directed.
- b) Assist tradesperson in tasks under direction and supervision

#### **Mechanical Worker 3 (Ticketed and Experienced)**

- a) Holds one or more High Risk tickets, is experienced on required machinery and has been employed to utilize said tickets ie. Elevated work platform, scissor lifts.,
- b) Has more than 12 months experience in a similar role.
- c) Within the skills and competency of the employee carries out tasks unsupervised so long as they are not the work requiring a tradesperson

#### **Store Person**

- a) Works directly with keeping track of materials and tooling.
- b) Ensures stock levels are always reported to be maintained.
- c) Responsible for unloading and pick packing of pallets to ensure accuracy.
- d) Has knowledge and understanding of programs used in conjunction of the employee's roles

#### **Mechanical Worker 4**

Accredited, qualified and employed to perform\

- a) Store person in Charge

#### **Mechanical Worker 5 Tradesman**

Including fitter, Pipe Welders, Tube fitter, Boilermaker, Mechanical fitter, sheet metal fabricators and pipe ladders,

- (a) Holds a trade certificate or tradesperson's rights certificate or who has otherwise reached an equivalent standard of skills and knowledge.

#### **Mechanical Worker 6 Special Class Tradesman**

As well as Grade 5 the employee has completed a post trade certificate or equivalent

- a) Coded Welders

b) Turbine Fitters

## Electrical

### 1. Electrical Worker Grade 1

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

### 2. Electrical Worker Grade 2

An "Electrical 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.

Without limiting the scope of the work, an Electrical Worker Grade 2 may perform the following tasks to the level of his/her training:

- a) Unskilled tasks as directed;
- b) Cut to specified lengths - ducting, Unistrut, conduit and other cable and support systems;
- c) Paints cable trays, ducts, and conduits;
- d) Directly assists a tradesperson installing cable, conduit ducting and other cable enclosures or support systems;
- e) Chase walls as marked by a tradesperson.

Is an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

Is an adult who is employed on the maintenance and inspection of electricity distributions poles.

### 3. Electrical Worker Grade 3

An "Electrical Worker Grade 3" is an Employee who works under direction, may be required to perform the work of an electrical worker Grade 2; and

Without limiting the scope of the work performs the work described below to the level of his/her training;

- a) Is engaged in store work; or
- b) Is qualified and required to drive or operate machinery, plant or equipment incidental to his/her primary task or functions; or
- c) Inspects and test fire alarm or security alarm equipment; or
- d) 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.
- e) Provided that this person shall not undertake tasks requiring skills of a tradesperson.

#### **4. Electrical Worker Grade 4**

An “Electrical Worker Grade 4” is an Employee who has worked for not less than one year in the industry or holds the equivalent experience and without limiting the scope of the work and to the level of his/her training is an Employee who:

- a) Is accredited and employed to perform scaffolding or rigging; and
- b) Is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
- c) Has worked for not less than one year as an electrical 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 supervisors;
  - Installs radio, communications and related equipment including antenna; or
  - Installs fire alarm or security alarm equipment; or
  - Installs, terminates, and tests data and communication cabling.
- d) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical worker and works without assistance and supervision.
- e) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

#### **5. Electrical Worker Grade 4A**

An “Electrical Worker Grade 4A” is employed to use the skills acquired through the training specified below and is an Employee who:

- a) Holds a trade certificate or tradesperson’s rights certificate in an electrical trade; or
- b) Has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
- c) Has successfully completed an appropriate instrumentation trade course; or
- d) Holds an appropriate electrical/refrigeration/air conditioning trade certificate; or
- e) Has successfully completed an appropriate trade course in line work or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

Provided that this person shall not undertake tasks requiring a NSW Qualified Supervisor Certificate or a NSW Individual Electrical Contractors (Q) Licence.

#### **6. Electrical Worker Grade 5**

An “Electrical Worker Grade 5” is employed to use the skills and rights acquired through the training and licencing specified below and is an Employee who:

- a) Holds a trade certificate or tradesperson's rights certificate in an electrical trade; or
- b) Has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
- c) Has successfully completed an appropriate instrumentation trade course; or
- d) Holds an appropriate electrical/refrigeration/air conditioning trade certificate; or
- e) Has successful completed an appropriate trade course in line work or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge; and
- f) Holds a current NSW Qualified Supervisor Certificate or an NSW Individual Electrical Contractors (Q) Licence or an equivalent licence from Queensland, Victoria, ACT, or other jurisdiction where authorised under The NSW Mutual Recognition (Automatic Licensed Occupations Recognition) Act and Regulation

## **7. Electrical Worker Grade 6 Instrumentation Technician, EEHA, High Voltage Electrician**

An "Electrical Worker Grade 5" is employed to use the skills and rights acquired through the training and licencing specified below and is an Employee who:

- a) EEHA, holds a current NSW Qualified Supervisor Certificate for electrical work, who has obtained either a certificate IV or greater in Electrical Equipment in Hazardous Areas Qualification (UEE42622), and is engaged to undertake works including installing, testing, maintaining, and/or inspecting electrical equipment that meets the requirements of AS/NZS60079
- b) High Voltage Electrician. holds a current NSW Qualified Supervisor Certificate for electrical work, additional suitable High Voltage qualifications, and who is engaged to perform isolations, terminations, testing, and/or repair and maintenance of electrical conductors and components that when operational will be at or above High Voltage pressure.
- c) Instrumentation Technician is a dual qualified tradesperson who holds a current NSW Qualified Supervisor Certificate for electrical work and formal qualifications in industrial instrumentation at a level of either Certificate III, IV, or higher, and is engaged to perform installation of, testing and/or repairing and maintaining electrical and/or electro pneumatic measuring and/or recording appliances and/or scientific electrical instruments and associated services thereto, including small bore piping up to 25mm in diameter.

## Construction

### CLASSIFICATION

### ABBREVIATION

#### Construction Worker Level 1

**CW1**

Trades Labourer, Jackhammer Operator, Mixer Driver (Concrete), Gantry Hand or Crane Hand Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater, Roof Layer, Dump Cart Operator, Concrete Formwork Stripper, Nipper, Stonemason Assistant, Mobile Concrete Pump Hoseperson or Linehand, Traffic Control, Basic Scaffolder, Peggys

#### Construction Worker Level 2

**CW2**

Intermediate Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer

#### Construction Worker Level 3

**CW3 (Non-trade)**

Advanced Scaffolder, Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes, Mobile Concrete Line Pump Operator

#### Construction Worker Level 3

**CW3 (Trade)**

All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker.

#### Construction Worker Level 4

**CW4**

Marker-Setter Out, Signwriter, Lettercutter, Group B Operators: Tractor- up to, but not exceeding 48kw (65hp), Skid Steer Tractor- up to, but not exceeding 48kw (65hp), Floating Crane- up to and including 10 tonnes, Road Roller, Mobile Concrete Boom Pump Operator, Compactor - up to, but not exceeding 48kw (65hp), fork lift - up to, but not exceeding 48kw (65hp), Full-time Occupational First Aider, Telehandler with fork attachments regardless of lifting capacity (Gold Card).

#### Construction Worker Level 5

**CW5**

Carver, Special Class Tradesperson, Refractory Bricklayer, Foreperson, Group C, D & E Operators: Tractor- from 48kw (65hp) up to, but not exceeding 370kw (500hp), Loader-front end and overhead- from 48kw (65hp) up to, but not exceeding 370kw (500hp), Dragline / Shovel Excavator- up to, but not exceeding 3.0 cubic metre capacity, Dumper- up to, but not exceeding 100 tonnes, Grader, Compactor- from 48kw (65hp), Skid Steer Tractor- from 48kw (65hp), Forklift- from 48kw (65hp) up to, but not exceeding 220kw (295hp), Floating Crane- over 10, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom / Pipe Layer- up to, but not exceeding 220kw (295hp), Telehandler over 3 tonnes SWL/WLL capacity and a crane jib attached requiring HRW Crane Licence (CN or C2), Telehandler over 3 tonnes SWL/WLL and has a work platform with an over 11metre boom length attached requiring WP HRW licence.



## CLASSIFICATION

## ABBREVIATION

### Construction Worker Level 6

### CW6

Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline / Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp), Side boom / pipe layer - from 220kw (600hp)

### Construction Worker Level 7

### CW7

Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Dogman/Rigger (Tower Crane Crew), Mobile Crane Driver, Dogman/Rigger (Mobile Crane Crew), Sub Foreperson (bridge and wharf carpenter)

### Construction Worker Level 8

### CW8

Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and / or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing, Carpenter-Diver (note: 31 divisor for hourly rate), Foreperson (bridge and wharf carpenter)

#### Leading Hand 1 Construction Trades

A Leading Hand means a Construction worker who is placed in charge of work on which 2 and not than 5 Employees are engaged in addition to themselves.

#### Leading Hand 2 Construction Trades

A Leading Hand means a worker who is placed in charge of work on which 6 and not than 10 per hour.

#### Leading Hand 3 Construction Trades

A Leading Hand means a worker who is placed in charge of work on more than 10 per hour.

## SCHEDULE B – RATES OF PAY (HUNTER POWER PROJECT)

### Mechanical Worker

CLASSIFICATION	UPON LODGEMENT		1-MAY-25	
	HOURLY	WEEKLY	HOURLY	WEEKLY
MW 1	\$43.65	\$1,571.29	\$46.37	\$1,669.50
MW 2	\$45.94	\$1,653.84	\$48.81	\$1,757.21
MW 3	\$48.17	\$1,734.02	\$51.18	\$1,842.39
MW 4	\$50.45	\$1,816.17	\$53.60	\$1,929.68
<b>MW 5 Trade</b>	<b>\$57.44</b>	<b>\$2,067.80</b>	<b>\$61.03</b>	<b>\$2,197.08</b>
<b>MW 6 Special Class</b>	<b>\$60.31</b>	<b>\$2,171.16</b>	<b>\$64.08</b>	<b>\$2,306.88</b>

## Electrical

CLASSIFICATION	UPON LODGEMENT		1-MAY-25	
	HOURLY	WEEKLY	HOURLY	WEEKLY
GRADE 1	\$43.65	\$1,571.29	\$46.37	\$1,669.50
GRADE 2	\$45.94	\$1,653.84	\$48.81	\$1,757.21
GRADE 3	\$48.17	\$1,734.02	\$51.18	\$1,842.39
GRADE 4	\$50.45	\$1,816.17	\$53.60	\$1,929.68
GRADE 4A	\$53.70	\$1,933.26	\$57.06	\$2,054.08
<b>GRADE 5</b>	<b>\$57.44</b>	<b>\$2,067.80</b>	<b>\$61.03</b>	<b>\$2,197.08</b>
<b>GRADE 6 Instrumentation technician/EEHA/High Voltage Electrician</b>	<b>\$60.31</b>	<b>\$2,171.16</b>	<b>\$64.08</b>	<b>\$2,306.88</b>
1ST YEAR APPRENTICE	\$17.81	\$641.16	\$19.59	\$705.24
2ND YEAR APPRENTICE	\$20.92	\$753.12	\$23.01	\$828.36
3RD YEAR APPRENTICE	\$28.72	\$1,033.92	\$31.59	\$1,137.24
4TH YEAR APPRENTICE	\$34.45	\$1,240.20	\$37.89	\$1,364.04
1ST YEAR ADULT APPRENTICE	\$28.72	\$1,033.68	\$31.58	\$1,137.04
2ND YEAR ADULT APPRENTICE	\$30.12	\$1,083.99	\$33.12	\$1,192.39
3RD YEAR ADULT APPRENTICE	\$31.49	\$1,133.52	\$34.64	\$1,246.88
4TH YEAR ADULT APPRENTICE	\$34.45	\$1,240.27	\$37.90	\$1,364.30

All trades assistants will be paid (but not classified) in accordance with the provisions for Electrical Worker Grade 4.

## Construction

### Rates Applicable Upon Lodgement

CLASSIFICATION	PER HOUR	PER DAY 7.2 HOURS	0.8 RDO ACCRUAL	PER 36 HOURS	DOUBLE TIME
CW1	47.43	341.63	37.95	1708.13	94.86
CW2	49.72	357.98	39.78	1789.91	99.44
CW3 (Non-Trade)	51.73	372.49	41.38	1862.47	103.46
CW3 (Trade)	53.54	385.50	42.81	1927.47	107.08
CW4	56.16	404.34	44.93	2021.69	112.32
CW5	58.79	423.30	47.05	2116.47	117.58
CW6	61.47	442.57	49.18	2212.88	122.94
CW7	64.20	462.19	51.36	2310.89	128.40
CW8	66.86	481.45	53.48	2407.30	133.72

### Rates Applicable 1 May 2025

CLASSIFICATION	PER HOUR	PER DAY 7.2 HOURS	0.8 RDO ACCRUAL	PER 36 HOURS	DOUBLE TIME
CW1	49.80	358.71	39.85	1793.53	99.60
CW2	52.21	375.88	41.77	1879.40	104.42
CW3 (Non Trade)	54.32	391.11	43.45	1955.60	108.64
CW3 (Trade)	56.22	404.77	44.95	2023.84	112.44
CW4	58.97	424.56	47.18	2122.77	117.94
CW5	61.73	444.47	49.40	2222.29	123.46
CW6	64.55	464.70	51.64	2323.52	129.10
CW7	67.41	485.30	53.93	2426.43	134.82
CW8	70.21	505.52	56.15	2527.66	140.42

## SCHEDULE C – ALLOWANCES & OTHER BENEFITS

### Fares and Travel

#### Daily Fares and Travel Allowance

The Company will pay to Employees the following fares allowance per day for each day worked (including RDO's)

	ALLOWANCE
Upon Lodgement per day	\$60.00
From 1 May 2025 per day	\$65.00

### Productivity Allowance

Productivity Allowance	Upon Lodgement – \$3.90 flat per hour 1/5/2025 – \$4.00 flat per hour
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### Leading Hand allowance For All Trades Classification

	Upon Lodgement Per hour	1/5/2025 Per hour
Leading hand not more than 5 workers	\$3.30	\$3.50
Leading hand over 5 and not more than 10 workers	\$3.75	\$3.98
Leading hand more than 10 workers	\$3.90	\$4.13

### Severance Pay

(Paid in accordance with clause 44)

- Upon Lodgement \$180 per week

## Other Allowances

<b>Meal Allowance</b> <i>Paid in accordance with Clause 22</i>	\$35.65
<b>Tool Allowance</b> <i>Incorporated in All Purposes hourly rate</i>	\$25.00 per week
<b>Motor Vehicle Allowance</b> <i>Paid in accordance with Clause 18 (h)</i>	90 cents per km upon lodgement with FWC 95 cents per km – 1/5/2025
<b>Electrical Licence Allowance (Clause 80)</b>	\$3.00 upon lodgement with FWC
<b>Commissioning allowance</b>	\$2.20 per hour upon lodgement with FWC
<b>First Aid Allowance</b> <i>Paid in accordance with Clause 38</i>	\$4.00 per day upon lodgement to a maximum of \$20.00 per week.
<b>On Call Allowance</b> <i>Paid in accordance with Clause 53</i>	\$84.40 per day upon lodgement with FWC \$89.46 per day – 1/5/2025
<b>Cabler Licence/Registration Allowance</b> <i>Paid in accordance with Clause 37</i>	\$31.65 per week upon lodgement with FWC 1/5/2025 – \$33.55 per week
<b>Hazardous Material Allowance</b>	An Allowance of \$1.50 per hour shall be payable where work is done on sites where hazardous material is identified and employees are required to wear the required full PPE eg suit including masks and gloves.
<b>Living Away from Home Allowance</b> <i>Paid in accordance with Clause 39</i>	Accommodation and meals provided by the Company and \$84.40 per day upon lodgement. 1/5/2025 – \$89.46 per day  OR  Where the employee elects in writing to supply their own meals & accommodation they shall receive the following:  Upon lodgement – \$855.00 per week 1/5/25 – \$906.30 per week

## SCHEDULE D – EMPLOYEE TOOL KIT

### Employee tool kit Mechanical Worker

Item	DESCRIPTION	QTY
1	Tool/ Box/Bag	1
2	Cold Chisel	1
3	Centre Punch	1
4	300mm Combination Square	1
5	8 Metre Tape Measure	1
6	2Lb/900gram Club Hammer	1
7	300mm Rule	1
8	150mm Rule	1
9	Metric Allen Key Set	1
10	150mm,300mm Adjustable Spanners	1
11	Feeler Gauge Set	1
12	300mm Pry/Podgy Bar	1
13	Combination Spanner Set 10mm to 19mm,24mm	1
14	250mm Spirit Level	1
15	Multigrips	1
16	Vice grips	1
17	Short Nose Pliers	1
18	Long Nose Plies	1
19	12oz Ball Pein Hammer	1



## Employee tool kit Electrical Worker

ITEM	DESCRIPTION	QTY	INDICATIVE MANUFACTURER
1	AS3000 Wiring Rules, current edition plus amendments	1	Standards Australia
2	Allen Key Set Imperial	1	Unbrako
3	Allen Key Set Metric	1	Unbrako
4	Cold Chisel 25mm	1	Sidchrome
5	Ratchet Crimp Tool for 1.5-6mm <sup>2</sup> cable	1	Utilux
6	Flat File 2nd cut bastard	1	Wilshire
7	Round File 2nd cut bastard	1	Wilshire
8	Hacksaw 300mm	1	Stanley
9	Hacksaw - Junior	1	Stanley
10	Gyprock Saw	1	Stanley
11	Lump Hammer 1.5kg	1	Stanley
12	Claw Hammer	1	Stanley
13	Automatic Retractable Blade Knife	1	Stanley
14	Spirit Level 300mm	1	Stanley
15	Chalk Line	1	Stanley
16	Conduit cutter	1	Stanley
17	Measuring Tape 8m	1	Stanley
18	Multi Grips	1	Sidchrome
19	Insulated Pliers	1	Crescent 1000v Cat 3
20	Insulated Long Nose Pliers	1	Crescent 1000v Cat 3
21	Centre Punch	1	Sidchrome
22	Screwdriver Set, flat blade and Philips, suitable sizes	1	Sidchrome 1000v Cat 3
23	Side Cutters - Insulated	1	Crescent 1000v Cat 3

ITEM	DESCRIPTION	QTY	INDICATIVE MANUFACTURER
24	Tin Snips 230mm	1	Sidchrome
25	Socket Set 4mm to 20mm	1	Sidchrome
26	Ring/Open End Spanner Set 3mm to 20mm	1	Sidchrome
27	Shifting Spanner 150mm	1	Sidchrome
28	Shifting Spanner 300mm	1	Sidchrome
29	Combination Square	1	Stanley
30	Toolbox & Lock	1	Sidchrome
31	Torch	1	Dolphin
32	Vice Grips 150mm	1	Sidchrome
33	Wire Stripper Expanding Type	1	Utilux
34	Test Lamps 415V	1	Cat 3 minimum
35	Test Pencil	1	(for indicative testing only)

## SCHEDULE E – GROUP PERSONAL ACCIDENT & SICKNESS INSURANCE

### Class: Group Personal Accident & Sickness Insurance

CATEGORY	DETAILS
<b>Group Personal Accident &amp; Sickness Insurance</b>	TOP UP insurance covering the gap between what is paid by workers compensation and 90% of income to a maximum of \$ 3,000 per week for those Employees engaged on Infrastructure and Rail projects with a total construction value which exceeds \$804.2 million
<b>Benefit Period</b>	104 Weeks; or 52 weeks for persons from age 65
<b>Age Limitations</b>	16 Years of age - under 65 years of age for accident and sickness, accident only to age 70.
<b>Accidental Death Benefit</b>	Workplace, Journey Cover and Outside Workplace.  Death & Total & Permanent Disability Cover of up to \$200,000.
<b>Worldwide Cover while on Annual Leave</b>	90% Group Personal Accident & Sickness Insurance up to \$3,000 per week for those Employees engaged on Infrastructure and Rail projects with a total construction value which exceeds \$804.2 million
<b>No medical requirements to join</b>	However, pre-existing medical conditions exclusions do apply.
<b>Capital Lump Sum Benefit</b>	A range of lump sum benefits for certain permanent disabilities.
<b>Rehabilitation &amp; Return to Work Assistance for Workplace injury</b>	Payments of up to \$20,000 at the discretion of the insurer.
<b>Waiting Period</b>	<b>14 Calendar Days</b> <b>21 Calendar Days for non-professional football</b>

The above is only a summary of benefits that are provided under the Group Personal Accident & Sickness Insurance provided by the Company. The full details of the benefits and exclusions is contained in the insurance policy and PDS. A copy of this insurance policy and PDS will be made available to any Employee upon request.

## SCHEDULE F – APPRENTICE SUPERVISION POLICY

### 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

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 directly observe all aspects of the apprentice's work to ensure work is performed safely and correctly;
- be readily available and able to communicate directly with the apprentice at all times;
- remain within audible range (earshot) of the apprentice.

### General supervision

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

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.

## Conditions for carrying out isolation procedures

In all cases, the supervisor shall be responsible for carrying out isolation procedures, confirmation of isolation, compliance testing and commissioning/energisation.

Apprentices should have the opportunity to carry out these tasks in the final stages of their apprenticeship, but only under direct supervision and under the conditions below.

- A 3rd stage apprentice may carry out basic (not live) fault finding under direct supervision.
- A 4th stage apprentice may carry out basic (not live) fault finding under general supervision only if they have been deemed competent to do so. A 4th stage apprentice may carry out advanced fault finding and confirmation of isolation under direct supervision.

## Ratio of supervisors to apprentices

A Company of electrical workers should ensure that the ratio of supervisors to apprentices is 1:2 under direct supervision and 1:4 under general supervision.

- One supervisor is to supervise no more than two apprentices under direct supervision at any one time.
- One supervisor is to supervise no more than four apprentices under general supervision at any one time.

## Level of guidance

The level of guidance required for an apprentice is expected to gradually diminish from direct supervision through to general instruction to a broad direction over the stages of the apprenticeship, as competency is attained and demonstrated by the apprentice. The level of competency directly relates to the type of work being carried out.

For example; a 4th stage apprentice, who generally works on domestic installations, would not necessarily be competent to work at the same level on a construction site, or a large industrial site, and may require additional direct supervision on the requirements when introduced to these unfamiliar work sites.

## Apprentice competency

Criteria essential to assessing an apprentice to be competent in a task includes:

- awareness of safety requirements;
- performing the job to an appropriate technical standard;
- understanding workplace policies and procedures;
- dealing with everyday problems that may occur;
- understand why a task is performed in a certain way or sequence;
- being able to apply skills consistently.

## Elements of effective supervision

An effective workplace supervisor:

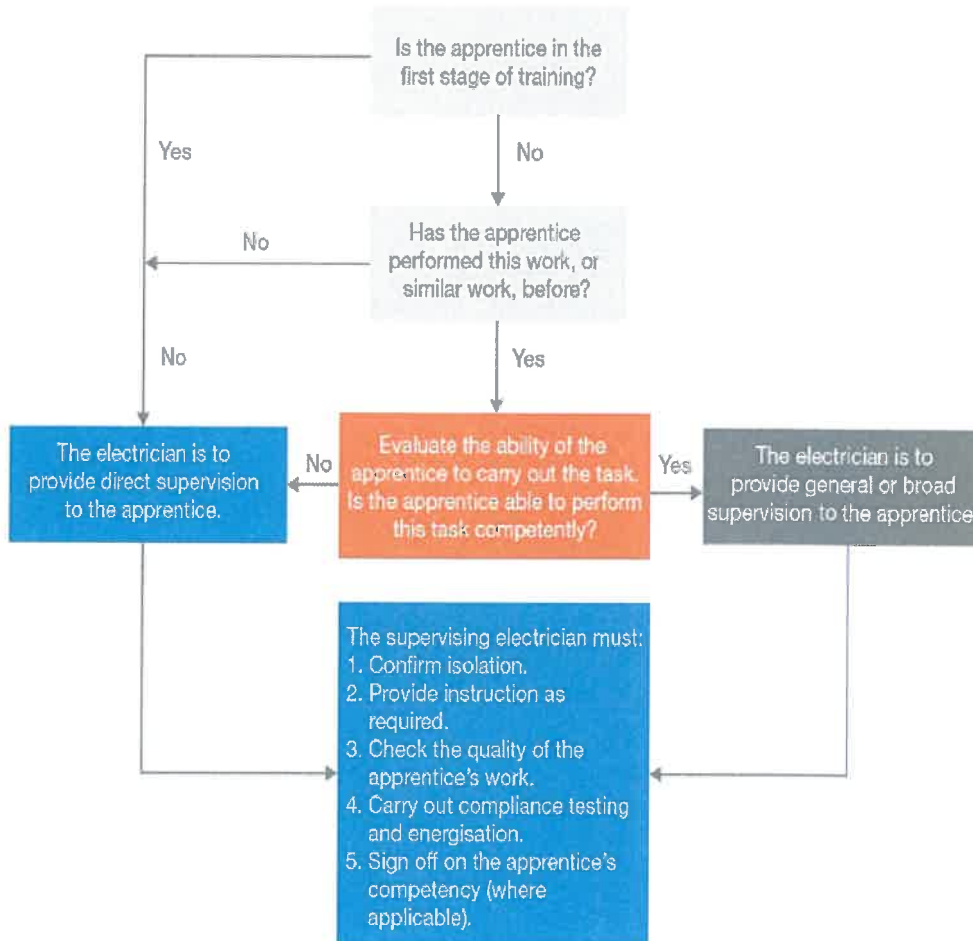
- provides a safe and supportive workplace;
- trains the apprentice in safe work practices;
- provides technical training;
- acts as a positive role model;
- manages the apprentice's training needs;
- helps the apprentice develop problem solving skills;
- provides regular feedback and encouragement; and
- discusses and develops on-the-job training with the apprentice.

## General guidance: supervision levels

TYPE OF WORK	APPRENTICE TRAINING STAGES	MINIMAL LEVEL OF SUPERVISION
New electrical installations (not connected to supply) Cable tray installation Rough in light and power	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> or final	Direct Direct/ General General/Broad Broad
Maintenance, alterations, and additions to existing electrical installations Sub-mains and main installation	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> or final	Direct Direct/ General General Broad
Workshop assembly and maintenance of electrical equipment	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> or final	Direct Direct/ General General/Broad Broad
Distribution and main switchboard installation	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> or final	Direct Direct/General General/Broad
Electrical isolation of installation and equipment	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> or final	Direct Direct Direct Direct
Testing	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> or final	Direct Direct Direct Direct
Fault finding	3 <sup>rd</sup> 4 <sup>th</sup> or final	Direct 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.	



### General guidance: supervision levels



The Work Health and Safety Act 2011 places a duty of care on Company's to provide such supervision to employees as necessary to enable the employees to perform their work in a manner that is safe and without risks to health. The use of the above requirements in no way removes or limits the Company's duty of care under Work Health and Safety legislation in providing a safe workplace.

## SCHEDULE G – DISCRIMINATION & SEXUAL HARASSMENT

The aim of the Company is to provide a work environment free from all types of discrimination and sexual harassment for all Employees fully supporting the Sex Discrimination Act 1984 and the Anti-Discrimination Act 1977.

The Company fully complies with all applicable requirements of the federal and state legislation on discrimination, including, but not limited to discrimination on the grounds of religion, national origin, marital status, gender, disability, or age.

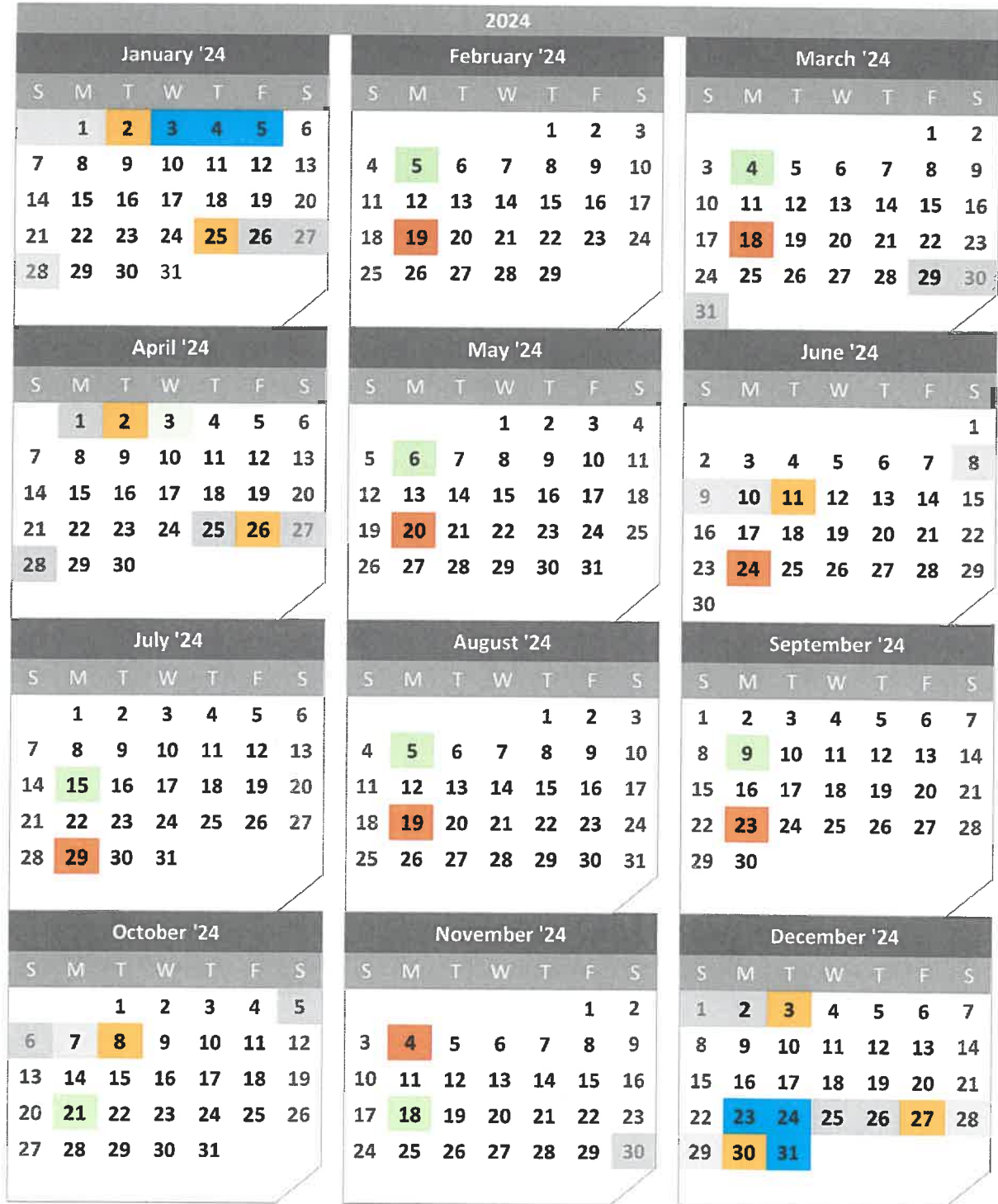
There is an expressed commitment by the Company to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

Sexual harassment is unacceptable behaviour, which is not asked for and can take many forms, obvious or subtle, direct, or indirect. It can include, but is not limited to display of sexually suggestive, offensive degrading material, computer screen savers and e-mail, sexually suggestive looks and comments, wolf whistling or physical contact and indecent assault.

Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those involved. Ultimately, the responsibility for discrimination and sexual harassment matters lies with senior management of the Company.


The Company will make a genuine effort to give opportunities in employment where possible to Aboriginal or Torres Strait Islanders.


# SCHEDULE H – RDO CALENDARS



- = Annual leave (optional)
- = Flexible RDO
- = Scheduled RDO
- = Designated Long Weekend (Public Holiday and RDO)

2025						
<b>January</b>						
S	M	T	W	T	F	S
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<b>February</b>						
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<b>March</b>						
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30	31					
<b>April</b>						
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26	27	28	29	30		
<b>May</b>						
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31						
<b>June</b>						
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29	30					
<b>July</b>						
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<b>August</b>						
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24	25	26	27	28	29	30
31						
<b>September</b>						
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<b>October</b>						
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<b>November</b>						
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30						
<b>December</b>						
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20	21	22	23	24	25	26
27	28	29	30	31		

 = Annual leave (optional)

 = Other RDO

 = Fixed RDO

 = Designated Shutdown Long Weekend (Public Holiday and RDO)

# SCHEDULE I – COMPLIANCE FORM

Compliance notification form pursuant to clause 81.

	The number of employees covered by this agreement which meet the following categories						The number of workers hired through Supplementary labour broken down by the following categories			
	FULL TIME	PART-TIME	CASUAL	FEMALE EMPLOYEES	DIRECT HIRED APPRENTICES	INDIGENOUS	MATURE AGE	LABOUR HIRE	GROUP TRAINING SCHEME	SUB-CONTRACTORS
TOTAL ACROSS THE COMPANY										
INSERT NAME OF SITE/PROJECT										
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