



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Perigon Pty Ltd
(AG2019/1583)

PERIGON PTY LTD AND CEPU ELECTRICAL DIVISION QUEENSLAND ENTERPRISE AGREEMENT 2018-2019

Electrical contracting industry

COMMISSIONER CIRKOVIC

MELBOURNE, 17 JUNE 2019

Application for approval of the Perigon Pty Ltd and CEPU Electrical Division Queensland Enterprise Agreement 2018-2019.

[1] An application has been made for approval of an enterprise agreement known as the *Perigon Pty Ltd and CEPU Electrical Division Queensland Enterprise Agreement 2018-2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Perigon Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement was approved on 17 June 2019 and, in accordance with s.54, will operate from 24 June 2019. The nominal expiry date of the Agreement is 31 December 2019.



COMMISSIONER

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Perigon Pty Ltd

and

CEPU Electrical Division Queensland

Enterprise Agreement 2018 - 2019

PART 1 – APPLICATION AND OPERATION

1.1 INTRODUCTION

This Agreement has been negotiated between **Perigon Pty Ltd** (the Company or the Employer), its employees and the Union.

1.2 TITLE

The title of this Agreement is the **Perigon Pty Ltd** and CEPU Electrical Division Queensland Enterprise Agreement 2018 - 2019.

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1.4 AGREEMENT OBJECTIVES

The parties to this Agreement are committed to the following shared objectives:

- (a) To ensure customer satisfaction in the provision of services.
- (b) Increasing the competitiveness, productivity, efficiency and flexibility of the Company and its workforce.
- (c) Creating a co-operative and productive environment on the Company's projects.
- (d) Providing a safe and healthy work environment, free from discrimination, harassment and all forms of bullying.
- (e) Continuing the development of more flexible, efficient and adaptable management and work practices.
- (f) Establishing and developing better and more effective communication and consultation between the Company and the Union, and the Company and its employees.
- (g) To foster a commitment to the Company's Quality Management System.
- (h) Improving job security and the working environment.
- (i) Providing for the use of the full range of skills and knowledge held by employees.
- (j) Implementing a training skills enhancement program consistent with the provisions of this Agreement for all employees.
- (k) Substantially reducing disputation and eliminating lost time due to disputation.

1.5 THE PARTIES

The parties to this Agreement are:

- (a) **Perigon Pty Ltd** (ABN 37 146 665 401);
- (b) Each and every employee as defined in clause 1.6.1; and
- (c) ~~The Electrical, Energy and Services Division of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Queensland Branch (the CEPU).~~

1.6 DEFINITIONS AND INTERPRETATION

1.6.1 DEFINITIONS - General

In this Agreement:

"The Act" means the Fair Work Act 2009 as amended or replaced from time to time;

"The Agreement" means this Enterprise Agreement;

"The Award" means the Electrical, Electronic and Communication Contracting Award 2010;

"Company" means **Perigon Pty Ltd**;

"FWC or the Commission" means the Fair Work Commission, as amended or replaced from time to time;

"Building Code" means the Code for Tendering and Performance of Building Work 2016 or its successor;

"Civil and mechanical engineering structures" means work, including maintenance work, defined in this agreement as working on site on structures which are primarily civil or mechanical engineering structures or installations such as power stations, switchyards, grain elevators, and silos, oil refineries, wharves, jetties, piers, bridges, overpasses, underpasses, pipelines, water storage towers, sewerage

construction work, dams, barrages, weirs or similar structures, traffic islands and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction";

"Communications Tradesperson" is an employee who holds a Communications Trade Certificate and has completed a Cert III in Data and Voice Communications (UEE30407) or a Cert III in Electronics and Communications (UEE30907);

"Construction Work" means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, refurbishment, demolition, decommissioning or dismantling of a structure;

"Country Work" means all work done outside a radius of 50 kilometres of an Employer's workshop: Provided that where an Employer does not have a workshop or recognised place of business, Country Work shall mean all work done outside a radius of 50 kilometres from the principle Post Office of the nearest town;

"Crib Time" means any meal break during overtime or Shift Work. It is to be taken without loss of pay;

"Employee" means an employee of the Company performing work engaged in one of the classifications contained in appendices to this Agreement;

"Employee representative" means a representative nominated by the employee to represent them in the disputes procedure and other provisions of this agreement;

"The Employer" means **Perigon Pty Ltd**;

"Foreperson Grade 1" means a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful completion of a project or projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other employees;

"Foreperson Grade 2" means a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects in line with the schedule of work as programmed. Such employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other employees;

"Leading Hand" means a Journeyperson in charge of work on which 3 or more Journeypersons or 4 non-Journeypersons or an employee not a Journeyperson who is in charge of work in which 4 or more employees are employed. The Leading Hand shall be reckoned as one of the 3 or 4 employees, as the case may be;

"The Parties" means the Employer, the Employees and the Union;

"Registered Office" means any office of the Employer at which the Employer conducts business, including branch offices. The Employer shall not have more than one Registered Office within a 50 kilometre radius within the State boundary;

"The Union" means the Electrical, Energy and Services Division of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Queensland Branch (the **CEPU**);

"Weekly Pay" means the ordinary time gross all-purpose rate of pay for the employee concerned.

1.6.2 DEFINITIONS - Divisions

- (i) **Commercial Construction Work Division** means work carried out on commercial building sites where the total building contract value is more than \$20 million.

Commercial construction does not include the cottage/housing industry.

- (ii) **Other Construction Work Division** means work on building construction work other than that in the Commercial Construction Work.

Other construction does not include the cottage/housing industry.

- (iii) **Workshop Work Division** means work undertaken in a workshop.

- (iv) **Service Work Division** means work, which includes service and maintenance of retail facilities, financial institutions, retail businesses, schools, and hospitals, breakdowns, minor repairs. Service excludes work carried on a construction site.

- (v) **Gladstone Work Division** means work carried out on the following sites and plants:

- (a) Boyne Smelter
- (b) Gladstone Power Station
- (c) Queensland Cement
- (d) SPP Shale Oil Plant
- (e) Ticor Chemicals
- (f) Orica
- (g) Gladstone Port Authority

- (h) In the event that any new projects of a similar type to those in (a) to (g) commence in Gladstone during the life of this Agreement the Electrical Contracting Association and the Union will discuss whether they will be included in this definition.

- (vi) **QAL Work Division** means work performed at the Queensland Alumina Site at Gladstone.

- (vii) **Engineering Work Division** means work carried out on Engineering Construction sites, Engineering Maintenance Work and Engineering Shutdown work.

- (ix) **Coal Work Division** means work carried out on operating Coal Mines.

- (x) **Mount Isa Work Division** means work carried out in the geographical are of Mount Isa contained within latitudes 18 degrees to 22 degrees south and longitudes 138 degrees to 142 degrees east.

- (xi) **Weipa Work Division** means work carried out in the geographical area of Weipa contained within Latitudes 10 degrees to 14 degrees south and Longitudes 141 degrees to 144 degrees east.

1.6.3 Interpretation

This Agreement should be interpreted consistently with the requirements of the Act, the Privacy Act 1988 (Cth) and the Building Code. Clauses in this Agreement are intended to be read such that they do not give rise to contraventions of those Acts or the Building Code.

1.7 APPLICATION OF AGREEMENT

This Agreement is a stand-alone agreement and applies to the Company with respect to the employment of all employees as defined in Clause 1.6.1 of this agreement.

This Agreement applies to employees, employed in Queensland, covered by this Agreement.

This Agreement does not apply to work performed on civil & mechanical structures where the total construction value is over \$200 million where a project agreement applies.

This Agreement replaces and rescinds all previous agreements.

1.8 DATE AND PERIOD OF OPERATION

In accordance with the provisions of the Act this Agreement commences 7 days after the date of approval by FWC and remains in force until 31 December 2019.

This Agreement will continue to operate beyond its nominal expiry date until it is replaced or terminated by law.

1.9 AGREEMENT REVIEW

The Employer authorises and agrees to an annual meeting of the employees related to the monitoring of this Agreement and seeking the views of the Employees on this Agreement's operation. The meeting will be of approximately two hours' duration, at a time and location to be agreed between the parties during normal working hours and without loss of pay.

PART 2 – COMMUNICATION AND DISPUTE RESOLUTION

2.1 DISPUTE SETTLEMENT PROCEDURE

- 2.1.1 If a dispute arises about any matter under this agreement, the NES or in relation to any other employment matter, including a dispute about whether a workplace right has been breached, the relevant parties to the dispute will attempt to resolve the dispute at the workplace level. Where such discussions do not resolve the dispute the relevant parties will attempt to resolve the dispute by further discussions with more senior levels of management.
- 2.1.2 An employee may choose to be represented in any such discussions in accordance with the terms of this clause.
- 2.1.3 A party to the dispute may refer the dispute to the Fair Work Commission (FWC) in an effort to resolve the dispute where:
- a. The dispute cannot be resolved at the workplace level; or
 - b. The dispute is not being progressed in a timely manner; or
 - c. There are aspects in relation to the dispute what require the dispute to be dealt with urgently; or
 - d. Either party to the dispute chooses to refer the matter to the FWC.
- 2.1.4 FWC may deal with the dispute using all the procedures available to it under the Act including:
- a. Conciliation; or
 - b. Mediation; or,
 - c. where the parties agree, by the issuing of a recommendation; or
 - d. the expression of an opinion.
- 2.1.5 If, after following the above procedure the matter remains unresolved, the FWC may settle the dispute by arbitration.
- 2.1.6 All decisions of the Fair Work Commission must be consistent with the requirements of the Building Code.
- 2.1.7 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue directly affecting the performance of the work.
- 2.1.8 The status quo shall be maintained whilst the above procedure is being followed. Status Quo shall mean the circumstances that prevailed immediately prior to any change that caused the dispute.

2.2 EMPLOYEE REPRESENTATIVES' RIGHTS

- 2.2.1 The Employer will recognise the following rights of an employee representative:
- (a) The right to be treated fairly and to perform their role as an employee representative without any discrimination in their employment;
 - (b) The right to be consulted and to have access to relevant information about the workplace and the Employer, including in relation to health and safety issues and any flexibility arrangements agreed to in accordance with the provisions of clause 2.3 of this agreement, provided that access to such information is not in breach of the provisions of the Privacy Act 1988 or the Act;
 - (c) The right to paid time to represent the interests of employees whom they represent

including to the Employer, the Union and/or industrial tribunals. Such paid time shall be paid inclusive of all allowances the employee would normally receive;

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

2.2.2 Where the Employer employs distinct groups of employees with specific concerns, such as apprentices or women, a representative of those employees will have the right to paid time to attend training in industrial and dispute resolution, and industry conferences.

- 2.2.3
- (a) Employee Representatives and OHS Representatives shall be allowed without loss of pay all reasonable time during working hours to attend to their roles which includes, but is not limited to, the employee representative rights set out in this clause.
 - (b) The Employer will release from work without loss of pay each accredited Delegates and Occupational Health and Safety Representative to attend monthly meetings conducted by the Union to consult on industry related matters.
 - (c) Other meetings agreed by the Employer and the Union will also be covered by this clause.

2.3 FLEXIBILITY CLAUSE

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

2.3.2 The terms that may be varied are:

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

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

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

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

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

- (a) be about matters that would be permitted matters if the arrangement were an enterprise agreement; and

- (b) not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
 - (c) result in the employee being better off overall than the employee would have been if no individual arrangement were agreed to; and
 - (d) must not result in a reduction in health and safety at work; and
 - (e) be in writing and signed:
 - (i) in all cases – by the employee and the Employer; and
 - (ii) if the employee is under 18 – by a parent or guardian of the employee; and
 - (f) name the parties to the agreement; and
 - (g) state each term of this agreement that the Employer and the employee have agreed to vary the effect of; and
 - (h) detail how the effect of each term has been varied by the individual flexibility arrangement; and
 - (i) detail how the individual flexibility agreement results in the employee being better off overall in relation to the employee's terms and conditions of employment; and
 - (j) state the date the agreement commences to operate; and
 - (k) be able to be terminated:
 - (i) by either the employee, or the Employer, giving written notice of not more than 28 days; or
 - (ii) by the employee and the Employer at any time if they agree, in writing, to the termination
- 2.3.7 The Employer must ensure that a copy of any individual flexibility arrangement agreed to under this agreement is given to the employee within 14 days after it is agreed to;
- 2.3.8 A copy of any individual flexibility arrangement agreed to under this agreement must be kept as a time and wages record;
- 2.3.9 No individual flexibility arrangement agreed under this agreement may operate retrospectively;
- 2.3.10 The Employer will provide an employee representative with details of any or all individual flexibility arrangements agreed to in accordance with the provisions of this clause if reasonably requested to do so. A request will be reasonable if the request relates to the employee representative's role in representing employees covered by the agreement.
- 2.3.11 Any information provided in response to such a request must not breach the provisions of the Privacy Act 1988 or the Fair Work Act 2009;
- 2.3.12 For the avoidance of doubt, except in relation to 2.3.6(e)(ii), which relates to signing arrangements concerning parents or guardians of employees who are less than 18, nothing in this agreement requires any individual flexibility arrangement agreed to by the Employer and employee under this agreement to be approved, or consented to, by another person.

2.4 CONSULTATION - WORKPLACE CHANGE

Model consultation term

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

Major change

- 2.4.2 For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) sub-clauses (3) to (9) apply.
- 2.4.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 2.4.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 2.4.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) 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.
- 2.4.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.4.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 2.4.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 2.4.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 2.4.10 For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) sub-clauses (11) to (15) apply.
- 2.4.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

2.4.12 If:

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

2.4.13 As soon as practicable after proposing to introduce the change, the employer must:

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

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

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

2.4.16 In this term

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

PART 3 – EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

3.1 EMPLOYMENT CATEGORIES

3.1.1 Employees covered by this Agreement shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) casual (as prescribed in clause 3.2); or
- (c) part-time (as prescribed in clause 3.3)

3.1.2 New employees

All new employees other than casuals will be engaged on the basis of a 3-month probationary period. This period counts as service. Further, time worked with the Employer while working for a labour hire firm will be considered time served in relation to the 3-month probationary period.

The Company or the probationary employee may terminate the employment at any time during the probationary period by giving one week's notice to the other.

Where this notice is not given the Company must pay the employee for the notice period (if the Company terminates) or the employee must forfeit pay for the notice period (if the employee terminates).

3.2 CASUAL EMPLOYMENT

A casual employee is an employee who is engaged to perform work on an intermittent, irregular and non-systematic basis and whose employment is dependent on the employer's labour requirements. A casual employee does not include an employee who is engaged on a regular and systematic basis.

A casual employee employed in any Division, other than the Coal Work Division, will be paid per hour 1/36th of the all-purpose weekly rate prescribed by clause 4.1 for the classification in which the employee is ordinarily employed, plus 25%, with a minimum payment of 3 hours.

A casual employee, employed in Coal Work Division, will be paid per hour 1/35th of the all-purpose weekly rate prescribed by clause 4.1 for the classification in which the employee is ordinarily employed, plus 25%.

For the purposes of calculating overtime, the ordinary rate for a casual employee includes the casual loading.

3.3 PART-TIME EMPLOYMENT

3.3.1 A part-time employee is an employee who:

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

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

- 3.3.3 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time employees.
- 3.3.4 The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any agreed variation to the number of weekly hours of work will be recorded in writing.
- 3.3.5 The Employer is required to roster a part-time employee for a minimum of 4 consecutive hours on any day that they are required to work.
- 3.3.6 All time worked outside the spread of ordinary working hours as provided for in clause 5.1, and all time worked in excess of the hours as mutually agreed in accordance with this clause is overtime and will be paid at the rates prescribed in clause 5.4 - Overtime.
- 3.3.7 A part-time employee employed under the provisions of this clause is to be paid for ordinary hours worked at the rate of 1/36th of the weekly rate prescribed for the class of work performed.
- 3.3.8 Where a public holiday falls on a day upon which a part-time employee is normally employed and the employee is not required to work, that employee shall be paid for the hours which would normally have been worked on that day. If required to work on that day, the employee shall be paid for the time worked at the appropriate penalty rate.
- 3.3.9 Where an employee and the Employer agree in writing, part-time employment may be converted to full-time, or vice versa. If such an employee transfers from part-time to full time, or vice versa, all accrued Agreement and legislative entitlements shall be maintained.
- 3.3.10 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 3.2.
- 3.3.11 All other provisions of the Agreement relevant to weekly employees shall apply to part-time employees.
- 3.3.12 An employee shall be entitled to annual leave, and personal leave (and, where relevant, parental leave) in terms of clauses 6.1, 6.2 and 6.5. Such entitlements shall be calculated proportionate to the average number of ordinary hours worked each week.
- 3.3.13 A part-time employee shall be entitled to the full provisions prescribed for permanent employees under clause 3.4 (Termination of Employment), clause 3.5 (Introduction of Changes), and clause 3.6 (Redundancy).

3.4 TERMINATION OF EMPLOYMENT

3.4.1 *Statement of employment*

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

3.4.2 *Termination by Employer*

- (a) The Employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service

Period of Notice

Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The period of notice will not include any period of leave, Rest & Recreation or RDOs.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the Employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice will not include any period of annual leave, R & R or RDOs.
- (f) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify summary/instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or task/s.

3.4.3 *Notice of termination by employee*

The notice of termination required to be given by an employee shall be the same as that required of the Employer as set out in sub-clause 3.4.2(a), above. If an employee fails to give the notice required in sub-clause 3.4.2(a), the Employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 3.4.2.

3.4.4 *Time off during notice period*

During the period of notice of termination given by the Employer, an employee shall be allowed up to one day's time off, without loss of pay, for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the Employer.

3.5 REDUNDANCY

3.5.1 *Consultation before terminations*

- (a) Where an Employer decides that the Employer 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 that decision may lead to termination of employment, the Employer shall consult the employee directly affected and their representative/s, if any.
- (b) The consultation shall take place as soon as it is practicable after the Employer has made a decision and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to

the employees concerned and their representative/s, if any, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

Provided further that any information provided in relation to this sub-clause must not breach the provisions of the Privacy Act 1988 or the Act.

3.5.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 3.5.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 3.4.
- (b) The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

3.5.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Agreement transmitted from an Employer (transmittor) to another Employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 3.5.3 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

3.5.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 3.5.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

3.5.5 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in clause 3.5.1, the Employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

3.5.6 Notice to CIRT

Where a decision has been made to make employees redundant in the circumstances outlined in clause 3.5.1, the Employer shall notify CIRT as soon as possible giving all relevant information about the employees to be made redundant and the date on which the redundancy will take effect.

3.5.7 Severance pay

- (a) In addition to the period of notice prescribed for ordinary termination in clause 3.4.2(a), and subject to further order of FWC, an employee whose employment is terminated for reasons set out in clause 3.5.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years but not more than 10 years	16
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

- (c) Apprentice Severance pay

- (i) In addition to the period of notice prescribed for ordinary termination in clause 3.4.2(a), an apprentice whose is made redundant and has their training contract cancelled, shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	2
More than 2 years but not more than 3 years	4

- (d) Where the company pays into a redundancy trust fund in accordance with the provision of clause 4.6, the company may offset the employee's entitlement to severance pay by an equivalent amount.

3.5.8 *Superannuation benefits*

The Employer may make an application to FWC for relief from the obligation to make severance payments in circumstances where:

- (a) the Employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an Agreement based superannuation scheme.

3.5.9 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 3.5.1(a) may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the Employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

3.5.10 *Alternative employment*

~~An Employer, in a particular case, may make application to FWC to have the general severance pay prescription amended if the Employer obtains acceptable alternative employment for an employee.~~

3.5.11 *Employees with less than one year's service*

Clause 3.5 shall not apply to employees with less than one year's continuous service and the general obligation on Employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

3.5.12 *Employees exempted*

Clause 3.5 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

3.5.13 *Employers exempted*

- (a) Subject to an order of FWC, in a particular redundancy case, clause 3.5 shall not apply to an Employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:

- (i) a company and the entities it controls; or
- (ii) a company and its related company or related companies; or
- (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

3.5.14 *Exemption where transmission of business*

- (a) The provisions of clause 3.5.6 are not applicable where a business is before or after the date of the insertion of this clause into the Agreement, transmitted from an Employer (transmittor) to another Employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) FWC may amend clause 3.5.13(a) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

3.5.15 *Incapacity to pay*

An Employer in a particular redundancy case may make application to FWC to have the general severance pay prescription amended on the basis of the Employer's incapacity to pay.

3.6 CONTINUITY OF SERVICE

- 3.6.1 An employee's continuity of service with the Employer is not broken if the employee's service is temporarily lent or let on hire by the Employer to another Employer.
- 3.6.2 An employee's continuity of service with the Employer is not broken by an absence, including through illness or injury--
 - (a) on paid leave approved by the Employer; or
 - (b) on unpaid leave approved by the Employer.
- 3.6.3 An employee's continuity of service with the Employer is not broken if--
 - (a) the employee's employment is terminated by the Employer or employee because of illness or injury; and
 - (b) the Employer re-employs the employee; and
 - (c) the employee has not been employed in a calling (whether on the employee's own account or as an employee) between the termination and the re-employment.
- 3.6.4 An employee's continuity of service with the Employer is not broken if--
 - (a) the employee's employment is terminated by the Employer or employee; and
 - (b) the Employer re-employs the employee within 3 months after the termination.

Provided that where the employee has received payment of accrued entitlements on termination this provision does not mean that they will be entitled to receive further payment for such entitlements.

- 3.6.5 An employee's continuity of service with the Employer is not broken if--
- (a) the employee's employment is interrupted or terminated by the Employer with intent to avoid an obligation under this part, an industrial instrument or employment contract; or
 - (b) the employee's employment is interrupted or terminated by the Employer as a direct or indirect result of an industrial dispute, and the Employer re-employs the employee.
- 3.6.6 An employee's continuity of service is not broken if--
- (a) the employee's employment is interrupted or terminated by the Employer because of slackness of trade or business; and
 - (b) the Employer re-employs the employee.
- 3.6.7 Service with a corporation and any of its subsidiaries is taken to be continuous service with the same Employer.
- 3.6.8 In this section--
"Subsidiary" has the meaning given by the Corporations Act.
"Terminate" includes stand-down.

3.7 ANTI-DISCRIMINATION

- 3.7.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* which includes:
- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
 - (b) sexual harassment; and
 - (c) racial and religious vilification.
- 3.7.2 Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure in clause 2.1 the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.7.4 Nothing in clause 3.7 is to be taken to affect:
- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
 - (b) an employee, Employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

3.8 JOB SECURITY

- 3.8.1 The Employer is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. Subject to the terms of this Agreement, full-time direct and ongoing employment is a guiding principle of this Agreement.

The Employer will take all measures to achieve employment security for the direct engaged permanent employees of the Employer. All persons covered by this Agreement recognise the

importance of measures to protect and enhance the employment security, health and safety, terms and conditions of employment and career development of the Employees.

- 3.8.2 The use of pyramid or sham sub-contracting arrangements is a breach of this agreement.
- 3.8.3 Where a labour hire employee or an employee of a sub-contractor subsequently commences employment with the Employer the time worked for the contractor or labour hire firm shall count as time served in relation to the probationary period for the employee.

3.9 TEMPORARY FOREIGN LABOUR

The parties will promote local employment and training initiatives subject to suitable skills being available where it is reasonable and practical to do so. The parties will also seek to ensure that local personnel not experienced in major construction work are suitably inducted. The employer will give preference to suitable local labour and service providers with the relevant skills, qualifications and work history.

3.10 EQUAL EMPLOYMENT OPPORTUNITY

- 3.11.1 The Company recognises that a successful business can only be achieved and maintained by treating all people engaged by the business equitably. The company is therefore strongly committed to ensuring that any business decisions are not based on issues of gender, age, race, national extraction, religion, marital status, physical disability etc but rather on merit alone.
- 3.11.2 The Employer will implement an equal employment opportunity policy with the objectives of:
- (a) increasing, encouraging and fostering equal employment and participation at all levels of work activity;
 - (b) maximising equal employment development and the transfer of job skills and information in order to increase knowledge, independence, remuneration, job security and self-sufficiency; and
 - (c) facilitating and encouraging all employees to determine their career path

3.11 CUSTOM AND PRACTICE

Existing custom and practice shall continue as at present unless specifically determined otherwise by the terms of the Agreement, provided that such custom and practice is not contrary to the Building Code.

3.12 CONDITIONS OF EMPLOYMENT

It is a term and condition of employment under this Agreement that an employee must:

- (a) Properly use and maintain all appropriate protective clothing, tools and equipment provided by the Company for specified circumstances;
- (b) Use any technology and perform any duties which are within the limits of the employee's skill, competence and training and up to their classification level;
- (c) Understand that termination of employment will be based on job requirements, qualifications, available work and skills only. The principle of "last on - first off" will not apply;
- (d) Have access to a copy of the Agreement and be supplied with a copy of this Agreement on commencement;
- (e) Be supplied with a "Tool List" Form to be completed before work commences; and
- (f) Have access to a copy of the *Electricity Safety Act*, *Electricity Safety Regulations*, relevant Codes of Practice, and AS 3012. A copy of each of these shall be provided to the employee on request.

3.13 TRANSFER OF LABOUR

If a temporary halt to productive work occurs which is not the fault or the responsibility of the Company, other than inclement weather, the parties agree that employees can be relocated to other unaffected areas within the company to continue productive work or to other sites if work is available. Employees relocated in this manner will continue to be paid in accordance with this Agreement during the temporary transfer.

If an employee is required to relocate to another site at the request of the Employer the transfer and any costs associated with the transfer will be borne by the Employer (e.g. car parking, tolls etc).

This clause only refers to transfers between sites on any one day and does not include any costs, such as tolls, associated with the employee travelling to and from the site/s for the commencement of the working day.

PART 4 – WAGES, ALLOWANCES AND RELATED MATTERS

4.1 WAGES

Wage rates for all employees are contained in Appendix 1 of this Agreement.

The wage increase for all employees (other than those employed in the "Other Construction" Division, as defined) is as follows:

- 1 July, 2019 3%

These wage rates are effective from the first full pay period to commence on or after the date specified in the attached wages Schedule.

4.2 APPRENTICES

Apprentices are the future of our industry and the parties reaffirm their commitment to the training of apprentices. Further they shall make every endeavour to make full time apprenticeships available with the company.

To ensure that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the Employer shall endeavour to maintain a ratio of at least one apprentice to four (4) tradespeople.

- 4.2.1 While Apprentices' wage rates are nominally based on a percentage of the relevant all-purpose trade rate (Grade 5) for the work on which they are engaged, as set out below, they will be paid in accordance with the tables in Appendix 1 of this Agreement.

1st Year	40%
2nd Year	55%
3rd Year	75%
4th Year	90%

- 4.2.2 **Adult apprentices:**

"Adult" means any person who is 21 years of age or over at the time of commencing an apprenticeship.

While Adult Apprentices' wage rates are nominally based on a percentage of the relevant all-purpose trade rate (Grade 5) for the work on which they are engaged, as set out below, they will be paid in accordance with the tables in Appendix 1 of this Agreement.

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

- 4.2.3 Existing employees

- 4.2.3.1 An "existing employee" will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship or traineeship for at least three months immediately prior to becoming an apprentice or trainee with that Employer.

- 4.2.3.2 Existing employees may participate in apprenticeships and traineeships. An existing employee shall not be required to serve any probationary period in relation to their contract of employment or for the purposes of the Training and Employment Act 2000. A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing

the employee's suitability for training under a Training Contract. Where the employee proves to be unsatisfactory for training under a Training Contract, the person shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract in accordance with subclause 4.2.3.7.

- 4.2.3.3 Where existing employees commence an apprenticeship or traineeship, the Employer shall endeavour to minimise any adverse effects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.
- 4.2.3.4 Existing employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee.
- 4.2.3.5 Provided that an existing employee who was engaged as a casual employee prior to becoming employed as a full-time or part-time apprentice or trainee shall not be entitled to retain casual loading.
- 4.2.3.6 An existing employee shall maintain continuity of employment despite having entered into an apprenticeship or traineeship.
- 4.2.3.7 Existing employees whose Training Contract is completed or cancelled shall revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

4.2.4 Apprentice Fares and Travel

- (a) Fares and travel apply to apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.
- (b) However, where the company provides an apprentice with a vehicle, or other means of transport, the apprentice shall only be entitled to be paid travel time. There will be no entitlement to fares.
- (c) Apprentices shall receive the full amount of fares and a proportional amount of the travel component, based on their proportional rates of pay, as set out in Appendix 1 of this Agreement.

4.2.5 Adult apprentice Fares and Travel:

- (a) Fares and travel apply to apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.
- (b) However, where the company provides an apprentice with a vehicle, or other means of transport, the apprentice shall only be entitled to be paid travel time. There will be no entitlement to fares.
- (c) Adult apprentices shall receive the full amount of fares and travel, as set out in Appendix 1 of this Agreement.

4.2.6 Supervision

The parties agree that the Department of Education and Training guidelines which state "Whilst a ratio of one qualified person to each apprentice or trainee is expected in a workplace, this may vary from situation to situation dependent on a range of indicators" are adhered to. To this end the Employer will ensure that each tradesperson will supervise no more than 1 apprentice. No apprentice will work unsupervised.

4.2.7 Tool Allowance

Within a period of three months from the commencement of each year of the apprenticeship, an apprentice will be provided with tools to the retail value of \$450 or be paid a tool allowance of \$450.

4.2.8 Other Apprentice related matters

Where not contained in this agreement, other Apprentice matters including training, allowances and termination will be dealt with the relevant State legislation and Orders.

4.2.9 Payment for Course Time

Time spent by an apprentice or trainee undertaking the training to be delivered under the training plan (as defined in the Further Education and Training Act 2014) is taken to be time worked for the Employer and will be paid at the ordinary time rate. This applies irrespective of the way the supervised training is delivered.

4.2.10 Fares and Travel

Notwithstanding the provisions of this clause the apprentice will be entitled to receive the daily fares and travel, in accordance the provisions set out in Clause 7.2.

However, where an apprentice is required to resit a course or exam, they will not be entitled to the provisions of this Sub-Clause.

4.3 SUPERANNUATION

4.3.1 In addition to the rates of pay prescribed by clauses 4.1 and 4.2, all eligible employees will be entitled to Superannuation provisions, as prescribed in this clause.

Except as provided below, the Employer will ensure that all employees covered by this Agreement are members of Energy Super (or its successor). All Superannuation contributions will be paid as required by the trust deed of Energy Super.

Superannuation for employees must be paid in accordance with the provisions of this clause and the Appendix that applies to the employment of the employee. Where there is an inconsistency between this clause and the Appendix, the appendix will apply, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out in the Appendix. In such a case the superannuation guarantee levy contribution rate will apply.

Apprentices/Trainees must have Superannuation contributions paid into their account a contribution that is equal to the provision of the Superannuation contributions in the Superannuation Guarantee Legislation.

All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

4.3.2 Definitions

- (a) "Eligible Employee" shall mean an employee, including an apprentice and/or a trainee, engaged to work under the terms and conditions of this Agreement.
- (b) "The Plan" shall mean Energy Super or its successor.
- (c) "Ordinary time earnings" shall mean the ordinary time rate of pay the employee receives for their ordinary hours of work, including:
 - all work related allowances such as tool allowance, tradesperson's allowance, licence *Qualified Technical Person (QTP)*, service increment, construction, reconstruction, alteration and repair and/or maintenance work allowances;
 - shift loading, qualification allowance (e.g. first aid), district/location allowances, leading hand allowances, forepersons allowance, and other supervisory allowances, mobility allowance; and
 - special rates including asbestos eradication allowances, multi-storey allowances, including service core allowance, height money, disability allowances such as live sewer allowance, special sites allowance and underground work allowance.

4.3.3 Contributions

Employer

Subject to the provisions set out in Appendix 1 the Employer will make minimum contributions of an amount equal to 9.5% of the employee's ordinary time earnings. Further adjustments to the percentage contribution shall be made in accordance with the Superannuation Guarantee (Administration) Act 1992 (C'wth). Each payment of contributions shall be rounded off to the nearest 10 cents.

Employee Co- Contribution

All employees will contribute to their own superannuation fund through co-contribution in accordance with the provisions set out in Appendix 1. This co-Contribution shall be a salary sacrifice contribution.

It is the employee's responsibility to advise the Employer should they wish not to co contribute to their own Energy Super account. This must be done in writing by the employee and specify a date at which the co-contributions are to cease.

The Employer is still obligated to pay the appropriate superannuation amount in accordance with this agreement and at law. The employee's co-contribution is an amount in addition to the Employer's contribution.

Contributions for part-time or casual employees, provided they are employed for a minimum of 10 hours per week or 40 hours per month, shall be on the same basis as full-time employees.

4.3.4 Cessation of Contributions

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

4.3.5 Regular Payment

The Employer shall regularly pay the contributions outlined in clause 4.3.3 to the credit of each such employee in accordance with the requirements of the Approved Fund Trust Deed, but in any event at least once in each calendar month. Where contributions have not been paid within 31 days from the end of the month in which the last Company contribution was made employees may access the disputes procedure of this Agreement to rectify the lapse.

4.3.6 Absences from Work

Contributions shall continue to be paid on behalf of an eligible employee during any absences on paid leave including Annual Leave, Long Service Leave including Q Leave, Public Holidays, Domestic and Family Violence Leave, Personal Leave and Bereavement Leave, but the Employer shall not be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences, except in the case of absence on workers' compensation. In the case of Workers' Compensation, the Employer shall contribute in accordance with Clause 4.3.3. To avoid all doubt, employees accessing unpaid leave in accordance with the provisions of clause 6.10 are not eligible employees for the purposes of this clause.

4.4 INCOME INSURANCE

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

- (a) the amount will not be paid directly to the employee;
- (b) The level of insurance will ensure the employee does not suffer a reduction in income;
- (c) the premium will only be paid into Income Protection for Electrical Workers as administered by Energy Super, monthly, in alignment with superannuation payments.

Category & Description	Year from:	Year To:	Income needed per annum	Benefit Level (per week) ^{1,2} (Gross)	Employer's Contribution ²
Category A	1 April 2018	31 March 2019	\$243,907.16	\$4,221.47	\$70.91
Category A	1 April 2019	4 Sept 2019	\$256,102.31	\$4,432.54	\$70.97
Category B	1 April 2018	31 March 2019	\$162,594.18	\$2,814.13	\$39.39
Category B	1 April 2019	4 Sept 2019	\$170,724.09	\$2,954.84	\$39.45
Category C	1 April 2018	31 March 2019	\$130,075.69	\$2,251.31	\$31.52
Category C	1 April 2019	4 Sept 2019	\$136,579.73	\$2,363.88	\$31.57
Category D	1 April 2018	31 March 2019	\$97,556.00	\$1,688.48	\$23.63
Category D	1 April 2019	4 Sept 2019	\$102,434.22	\$1,772.90	\$23.69
Category E	1 April 2018	31 March 2019	\$81,281.20	\$1,406.79	\$17.72
Category E	1 April 2019	4 Sept 2019	\$85,345.29	\$1,477.13	\$17.77
Category F	1 April 2018	31 March 2019	\$65,037.56	\$1,125.65	\$13.79
Category F	1 April 2019	4 Sept 2019	\$68,289.29	\$1,181.93	\$13.85
Category G	1 April 2018	31 March 2019	\$42,137.33	\$729.30	\$10.85
Category G	1 April 2019	4 Sept 2019	\$44,244.49	\$765.77	\$10.91

1 The actual Income Protection benefit payable will be the lesser of the weekly benefit outlined above, or 90% of your income.

2 Indexed by 5% on 1 April each year.

At the employee's discretion, additional available benefits may be purchased from the nominated fund either directly by the employee or by utilising the Salary Sacrifice provisions as agreed to by the parties.

The Employer will not be required to pay into the fund any additional payments for any additional purpose.

Where the employee is not a member of Energy Super the employee may elect another income insurance scheme provided that the Employer will not be obliged to pay any more than the amount provided in this clause.

Where an employee makes a claim for income insurance and requires the company to complete "Part C Employer Section", the Employer shall have "Part C" completed and returned to the employee within 5 days.

4.5 ALLOWANCES

In addition to the payment of wages the following allowances shall be paid. Where appropriate these allowances shall form part of the ordinary weekly wage for all purposes of the agreement. (e.g. overtime, sick pay, annual leave, statutory holidays etc.).

Except where otherwise provided in this Agreement, all allowances will remain fixed for the duration of the Agreement.

4.5.1 Building construction work (All Purposes Allowance)

For the purposes of this agreement building construction work shall be deemed to include all electrical work carried out during the construction of new buildings, the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings. The building construction work allowance is payable for all purposes of this agreement and is incorporated in the hourly rate provided for the Commercial Construction Building Work Division and the Other Construction Division.

4.5.2 Emergency work

Employees called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time, and payment shall be calculated accordingly, but such payment shall not be less than 3 hours wages at ordinary rates.

4.5.3 First aid person

When an employee, who holds an appropriate First Aid Certificate is appointed by the Employer as a First Aid Attendant they shall be paid in accordance with the table below, in addition to their ordinary rates.

From Commencement
\$18.08 per week

4.5.4 Leading hand

In addition to the wages prescribed by this Agreement, and in accordance with the wage rates set out in Appendix 1 of this agreement, Leading Hands shall be paid an additional all-purpose allowance each

week where these employees are employed for not less than 36 hours per week inclusive of statutory holidays and an all-purpose daily rate when required to work less than 36 hours.

This additional payment will be paid for all purposes of the Agreement and will be regarded as part of the wage of the employee concerned and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc.

4.5.5 Foreperson

In addition to the wages prescribed by this Agreement, and in accordance with the wage rates set out in Appendix 1 of this agreement, Forepersons Grade 1 and Forepersons Grade 2 shall be paid an additional all-purpose allowance each week.

This additional payment will be paid for all purposes of the Agreement and will be regarded as part of the wage of the employee concerned and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc

4.5.6 Site Allowance

(a) Commercial Construction / Engineering Construction Site Allowance Scale (Flat)

All employees who are working on a "Commercial Construction / Engineering Construction Sites" shall be paid the following Allowance.

The scale of hourly site allowance is:

Total Construction Contract Value in Millions of Dollars			Site Allowance
20	To	100	\$2.50
100	To	200	\$3.50
200	To	300	\$4.50
300	To	400	\$5.00
400	To	500	\$5.50
500	To	600	\$6.00
600	To	700	\$7.00
	To	>700	\$8.00

Conditions of payment

The allowance detailed above shall be paid as a flat amount for each hour worked and shall remain unaltered for the duration of the project.

The total construction contract value is the total cost of all works associated directly or indirectly with the construction project and is not limited to the contract value of the company.

The site allowance compensates for all special factors and/or disabilities on a project and is in lieu of the following special rates - confined space, wet work, dirty work, second hand timber and fumes.

The allowance is not subject to any premium or penalty and shall compensate for all disabilities associated with that worksite.

(b) *Other Construction Site Allowance Scale*

Where there is no specific contractual requirement for a site allowance, employees engaged on Other Construction, as defined, will be paid the site allowance as detailed in the Contract Value Scale below:

Electrical Contract Value	Hourly Site Allowance Scale
\$100K-\$200K	\$0.50
\$200K-\$250K	\$0.75
\$250K-\$500K	\$0.90
\$500K-\$1 M	\$1.00
OVER \$1 M	\$1.25

4.5.7 *Height money*

Employees, other than linespersons and their assistants, required to perform work at a height from 15.25 metres to 22.87 metres from the ground or low-water level or nearest horizontal plane shall be paid in accordance with the table below the following payment per week extra.

From Commencement
\$17.16 per week

Employees required to perform work at a height of over 22.87 metres from the ground or low-water level or nearest horizontal plane shall be paid in accordance with the table below the following payment per week extra.

From Commencement
\$25.80 per week

4.5.8 *Live sewer work*

Tradespersons and their assistants engaged on live sewer work shall be paid at the rate of time and a half for such work.

For this purpose "live sewer work" shall mean work carried out in situations where there is direct aerial connection with a sewer, through which sewerage is flowing. The term shall include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but shall not apply to routine maintenance which does not require the dismantling of pumps etc. The term shall also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.

Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply.

Employees who are, on any day, required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) shall be paid not less than 4 hours at time and a half during ordinary hours or at the appropriate rate for overtime. All times involved in travelling to and from such operations shall be deemed to be time worked for this purpose:

Provided that clause 4.5.1 "Construction, Reconstruction, Alteration, Repair and/or Maintenance Work" shall not apply when employees are engaged on live sewer work.

4.5.9 *Motor vehicles drawing trailers*

Employees driving a motor vehicle to which a trailer is attached shall be paid in addition to the rates prescribed herein the extra applicable amount set out hereunder:

- (a) \$1.80 per day when drawing a loaded single axle trailer.
- (b) \$1.00 per day when drawing an empty single axle trailer.
- (c) \$2.50 per day when drawing a loaded trailer with more than one axle.
- (d) \$1.30 per day when drawing an empty trailer with more than one axle:

Provided that:

- (i) When in any day an employee drives a motor vehicle drawing an empty and a loaded trailer they shall be paid for that day the extra rate applicable for such loaded trailer.
- (ii) Not more than one trailer shall be attached and drawn at any one time.
- (iii) The extra payment prescribed herein shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders.
- (iv) These allowances shall apply only in respect of the drawing of trailers having a loading capacity in excess of .508 tonnes.
- (v) The term "trailer" does not include caravans, compressors, concrete mixers, welding plants and road brooms.

For motor vehicles drawing caravans, compressors, concrete mixers or welding plants - An employee driving a motor vehicle to which any of the following is attached. viz.: caravan, compressor, concrete mixer or welding plant, shall be paid at the rate of 17c per hour or part thereof whilst so engaged, in addition to their rate of wages prescribed herein.

4.5.10 *Multi-storey allowance*

- (a) A multi-storey allowance shall be paid to compensate employees, engaged on construction on-site, for the disabilities experienced in, and which are peculiar to the construction of multi-storey buildings.
- (b) The increased multi-storey allowance will apply to all projects awarded after the agreement is made with the employees.
- (c) For the purpose of clause 4.5.10, a storey level means structurally completed floor, pillars or columns, and ceiling (not being false ceilings) of a building, and shall include basement levels and mezzanine or similar levels (but excluding "half-floors" such as toilet blocks or store rooms located between floors).
- (d) A multi-storey allowance in accordance with the table set out below shall be payable to all employees engaged on construction on-site when one of the following components of the building:
 - (i) Structural Steel;
 - (ii) Reinforcing Steel;
 - (iii) Boxing or Walls;Will rise above the 4th floor level. Such payment shall be increased to the appropriate amounts as shown in the table, when the structural steel, reinforcing steel, boxing or walls reach such designated level.
- (e) The commencing point of measurement shall be the lowest main floor (including basement floor levels but excluding lift walls and shafts of the building). "Floor level" means that state of construction which, in the completed building, would constitute the walking surface of the particular floor level referred to in the table of payment.

- (f) Multi-storey Rate - For work on the construction of multi-storeyed buildings the following shall apply

From Commencement
From commencement of building to fifteenth (15) floor level
\$1.31 per hour
From sixteenth (16) floor level to thirtieth (30) floor level
\$1.56 per hour
From thirty-first (31) floor level to forty-fifth (45) floor level
\$2.43 per hour
From forty-sixth (46) floor level to sixtieth (60) floor level
\$3.14 per hour
From sixty-first (61) floor level onwards
\$3.84 per hour

- (g) The allowance payable at the highest point of the building shall continue until completion of the building. Completion means the building is fully functional and all work which was part of the principal contract is complete

Provided that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding shall not prevent the walls of a building being defined as completed.

- (h) Service core - When a Service core is scheduled separately and erected as an advance part of the main structure, all employees engaged on the Service core shall be paid the appropriate special rate, set out in clause 4.5.10 (i), applicable to the height to which the core has progressed in lieu of the multi-storey allowance prescribed by clause 4.5.10 (f)

Where work on the Service core does not proceed for a full day, employees shall be paid at the appropriate rate for the actual hours worked:

Provided that on each and every day when work on the Service core proceeds for at least 8 hours employees engaged on the Service core will be paid for a minimum of 8 hours at the appropriate rate, irrespective of the hours an individual employee may work on the Service core on any day as part of their day's work.

- (i) The Service core rates shall be:

Where the Service core exceeds 15 metres in height - 23cents per hour with 37cents per hour additional for work above each further 15 metres:

Provided that the Service core allowance and the multi-storey allowance shall not be cumulative.

4.5.11 Qualified Technical Person (QTP) Allowance

Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an Electrical Contracting Company.

Where the QTP is required to fulfil the role of endorsee to the Electrical Contracting Company and sign the appropriate paperwork, an all-purpose rate payment of \$250 per week.

The Employer will support the QTP in meeting their obligations under the Electrical Safety Act.

The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

4.5.12 Tool allowance

- (a) Employees (other than Apprentices) who possess the minimum tool list as agreed, and supply and use their own tools in the course of their work, shall be paid the Tool Allowance applicable hereunder:

Classification	\$ Per Week
Electrical Fitters and Electrical Mechanics	T1
Automotive electricians, Radio Mechanics, Television Mechanics, Communication Technician.	T2
Jointers and Linespersons	T3

	From Commencement
T1	\$37.00
T2	\$29.00
T3	\$24.00

Minimum Tool List for an Electrical Mechanic:

Tool Box and Lock.

8 various screwdrivers (all insulated and two Philips head).

Side Cutters/Knife.

Combination Pliers.

2 Adjustable Wrenches, Small/Large.

Steel Rule/Steel Tape.

Spanners. (Metric). Set of 6 O/ring combination / full socket set

Multi Grips/Vice Grips.

Hammer.

Cold Chisel.

Hand Crimping Tool. (Similar to Utilux SKU102-1)
Full set of Allen keys
Level
Battery Operated Drill.
Gas Bottle (.79kg).
Hacksaw.
Conduit cutters
Battery impact driver
Needle Nose Pliers
Plaster Saw
Tin Snips
Cable Strippers

Variations to the above list may be agreed to between the parties.

All precision tools over 30 centimetres in length, files, and hacksaw blades, hand saws, heating appliances, stocks and dies, and pipe grips (over 25 centimetres in length) required in the fitting and repairs shop or in connection with work outside the shop shall be provided by the Employer.

(b) All employees shall be allowed such reasonable time as the Employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.

(c) Storage of Tools:

Suitable accommodation shall be provided for the preservation of the employee's tools and clothing.

(d) An electrical worker, whilst engaged on a construction site where they are unable to arrange suitable free storage accommodation for their tools, shall be provided with same by the Employer.

(e) Provided further that, where an employee is absent from work because of illness or accident occurring during working hours, the Employer shall ensure that the employee's tools are either transported to the Employer's premises or are securely stored during their absence.

(f) Compensation for Loss 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 tools.

Where the Company fails to provide the list as mentioned above the Company will be liable for all tools lost, as determined by the employee affected.

(i) Where tools are stored at a workplace

Tools stored at a workplace at the direction of the Company and which are lost due to flood, fire or by breaking and entering whilst securely stored in a lockup on major construction sites, a site shed, building or workshop must be replaced by the Company provided that:

- (A) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and
(B) the loss is reported to the police.

(ii) Where tools are stored in a Company vehicle

Tools stored in a Company vehicle at the Company direction and which are lost due to flood, fire or by breaking and entering or by the vehicle being stolen must be replaced by the Company provided that:

- (A) the employee has taken appropriate precautions to prevent the loss including locking the

- vehicle and any storage facilities on the vehicle; and
- (B) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and
- (C) the loss is reported to the police.

Tool replacement shall be based upon the same (or equivalent) standard and type to those declared under (i)(A) and (ii)(B).

- (iii) However, if the Employer has requested the employee to supply a list of tools kept on the job and the employee has not supplied such a list the Employer's liability will be limited to a maximum amount of \$1000.

4.5.13 *Tradespersons allowance*

- (a) People who hold an Electrical Mechanics Certificate issued by the Electrical Safety Office, or its equivalent, shall be paid an additional all-purpose amount for each week of their employment. Such payment is in recognition of the additional responsibilities assumed by such Tradespersons, for testing and connecting their own work, in accordance with the relevant electrical safety legislation.
- (b) This Allowance is payable for all purposes of the Agreement and is included in the wage rates set out in Appendix 1 of the agreement.

4.5.16 *Underground work*

Employees provided for in this Agreement who are employed at or in connection with mines, shall be paid, for working underground, 12 per cent more than the rate as specified in clause 4.1 (Wages).

4.6 REDUNDANCY TRUST SCHEME (CIRT) QLD

4.6A. Redundancy / Training

DEFINITIONS

- (a) For the purposes of this clause and clauses 4.6B, 4.6C and 4.6D:

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

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

"Date of Certification" means the date of certification of this Agreement.

"Division" means one of the following:

- (i) Commercial Construction Building Work Division;
- (ii) Other Construction Work Division;
- (iii) Workshop Division;
- (iv) Service Division;
- (v) Mt Isa Division;
- (vi) Gladstone Division;
- (vii) Coal Industry Division;
- (viii) Engineering Division.
- (ix) Weipa Division

if such division is contained as one of the appendices to this Agreement.

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

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

"Redundancy Fund" means an approved employee entitlement fund such as the Contracting Industry Redundancy Trust (Queensland);

"Pay period" shall mean the period of not more than 7 days over which an Employee's entitlement to remuneration is accrued.

- (b) It is specifically agreed between the Company and the Employees that there will be no action taken to contrive redundancy where situations of genuine redundancy do not exist.

4.6B. REDUNDANCY PAYMENTS

- (a) All Employees, inclusive of casuals, are entitled to redundancy benefits through payments made by the Employer to Redundancy Fund ("the Redundancy Fund payment") by the Company on their behalf. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.
- (b) The entitlement to the Redundancy Fund payment for a pay period shall arise when the Employee has worked 19 hours or more during a pay period provided that all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.
- (c) In circumstances where an Employee's entitlement to the Redundancy Fund payment arises whilst the Employee is on authorised leave then the Redundancy Fund payment shall be made in the same quantum as the Redundancy Fund payment paid by the Company in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.
- (d) The Company shall at the time of termination:
 - (i) provide a Redundancy Fund "certificate of employment" to the Employee with the Employee's termination payment, within 4 working days;
 - (ii) ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and
 - (iii) complete a certificate of employment on the form provided by Redundancy Fund to certify the length of the Employee's employment with the Company and to forthwith forward that certificate to Redundancy Fund.

- (e) When an Employee's employment is terminated by the Company on account of redundancy the Company shall pay to the Employee a lump sum that equals the amount the Company is obliged to pay pursuant to the relevant industrial instrument in regard to redundancy less any credits in the Employee's account in Redundancy Fund , provided that if the Company's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in Redundancy Fund , then the Company shall not be liable for any further payments in relation to redundancy pursuant to this Clause.
- (f) All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.
- (g) The Redundancy Fund payment shall be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

4.6C. TRAINING PAYMENT

- (a) The Company shall make payments to Jetco Inc for the purposes of providing training funds for employees for skills within the Queensland Electrical Contracting Industry ("the training contribution").
- (b) The training contribution shall be a total amount being the sum of \$15 per pay period per Employee, inclusive of casuals but excluding apprentices/trainees, employed by the Company who have worked 19 hours or more in the pay period concerned.
- (c) The parties agree that due to the important nature of apprentices development the Employer will contribute \$5.00 a week to the JETCO training fund for each apprentice. Only apprentices who work more than 19 hours a week shall qualify for this payment. (This payment does not entitle apprentices access to redundancy payments over and above those stated in the NES or in the specific circumstances as detailed in clause 3.6 of this agreement.)
- (d) For the purposes of (b) all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.
- (e) The training contribution is part of, and not in addition to, the payments provided for in the wage and other remuneration clause of a Division under the heading "Redundancy/Training".
- (f) The training contribution is to be made to Jetco Inc on or before the 15th of each month.
- (g) The maximum training contribution inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation will be \$10 per pay period per employee.
- (h) No Employee shall, pursuant to this clause, be entitled to receive any payment from the Company directly or indirectly, provided that Employees shall be entitled, subject to Jetco Inc's agreement, to recover from Jetco Inc reimbursement of approved training costs.

4.6D. Administrative Arrangements

The Company shall, for administrative purposes only, remit the Redundancy Fund payment and the training payments referred to in Clauses 4.6B and 4.6C as one sum of money, and a receipt shall be a sufficient receipt for determining compliance pursuant to Clauses 4.6B and 4.6C.

4.7 SALARY SACRIFICE

Upon written request of the employee, the Company will provide salary sacrifice arrangements to

employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the requirements of the Australian Taxation Office and is limited to additional employee contributions into superannuation and or income protection insurance to top up or increase benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

An employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the employee.

4.8 HIGHER AMOUNTS

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

4.9 WORK IN RAIN

Where extenuating circumstances deem it necessary for employees to work in the rain, suitable waterproof clothing shall be supplied by the Employer to the employees who are required to work in the rain.

Notwithstanding the foregoing, an employee required to work in the rain shall be paid double rates for all work so performed and such payment shall continue until they cease work.

4.10 INCLEMENT WEATHER

(a) Definition

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

(b) Inclement Weather Commencing after Work is Started

Work in the open will continue until the particular work can no longer be done safely and efficiently.

The Company may require all or any employees to:

- continue to work under cover or relocate to alternative work not affected by inclement weather provided there is dry access & egress to amenities; or
- obtain materials and services for employees working undercover where there is only minimal exposure to inclement weather; or
- when required, perform emergency and safety work or work on unexpected breakdowns which can be corrected in limited time duration; or
- attend toolbox meetings, work planning sessions or skills development and/or training activities provided there is dry access and egress to amenities.

Should only a portion of the project be affected by inclement weather, all other employees not so affected shall continue working, notwithstanding that some employees may be entitled to cease work due to inclement weather.

(c) Inclement Weather before Work is Started

Where it is inclement from the usual start time for four hours, the Company may require all or any employees to:

- remain in amenities provided there is dry access to other necessary amenities; or
- continue to work under cover or relocate to alternative work not affected by inclement weather provided there is dry access & egress to amenities; or
- obtain materials and services for employees working under cover where there is only minimal exposure to inclement weather; or
- when required, perform emergency and safety work or work on unexpected breakdowns which can be corrected in limited time duration; or
- attend toolbox meetings, work planning sessions or skills development and/or training activities provided there is dry access and egress to amenities.

(d) Inclement Weather affecting only a portion of a work site

Should only a portion of the work site be affected by inclement weather, all other employees not so affected shall continue working, notwithstanding that some employees may be entitled to cease work due to inclement weather.

(e) Inclement Weather continuing after 4 hours from the usual starting time

If after 4 hours from the usual starting time the Company, in consultation with their employees, agrees that the weather is unlikely to improve and that the utilisation of employees in (b) & (c) is not available, the Company will send employees home.

Any employee so instructed will be paid for the time already attended and for the balance of the ordinary hours of the attendance. Agreement will not be unreasonably withheld.

If, however, the Company decides after consultation with the employees that based on weather reports the weather is going to improve such that normal work can recommence, then employees may be required to remain for up to half the remaining ordinary hours after that 4-hour period provided there is dry access & egress to amenities. If the weather is still inclement after that time and the utilisation of employees in (b) & (c) is not available, the employees shall be sent home and paid for the ordinary work time of that day.

(f) Access to Amenities

If after one (1) hour from the usual starting time where employees are prevented from using ablutions due to inclement weather, the Company will send employees home in accordance with clause 4.10(g) (below).

Further if by the first scheduled meal break amenities (e.g Crib Room) are not available for employees use the Company, will send employees home in accordance with clause 4.10(g) (below).

(g) Maximum hours of payment for ordinary time lost through Inclement Weather

An employee shall only be entitled to payment by the Company for ordinary time lost through inclement weather for up to 34 hours while off site in any calendar month. These hours will not be cumulative beyond each calendar month.

(h) Cyclone / Tsunami Warnings

When a cyclone warning is issued for a work locality or for a locality where the employee ordinarily resides, the Company shall not unreasonably withhold a request from employees

affected to leave work and attend to family and household matters where they are affected by, or as a consequence of, the cyclone warning. Payment of wages will continue for the period of the warning up to a maximum of 12 hours in any calendar month.

PART 5 – HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK

5.1 HOURS OF WORK

- 5.1.1 For employees employed in Coal Work Division (as defined in clause 1.6) the ordinary hours of work shall not exceed an average of 35 per week.

For other employees the ordinary hours of work shall not exceed an average of 36 per week.

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

- 5.1.3 Subject to agreement between the Employer and the majority of employees concerned, the ordinary hours of work may be worked on one of the following bases:

- (a) By employees working less than 8 ordinary hours each day;
- (b) By employees working less than 8 ordinary hours on one or more days each work cycle;
- (c) By fixing one or more work days on which all employees will be off during a particular work cycle;
- (d) By rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle:

Employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle, provided that a work cycle shall not exceed 4 weeks. The ordinary hours of work shall not exceed 10 hours on any day.

- 5.1.4 In the Commercial Construction Work Division (as defined in clause 1.6) the 36 hour week will be worked in accordance with the following provisions for a two week cycle, Monday to Friday inclusive, with nine working days of eight hours each, with 0.8 of one hour each day worked accruing as an entitlement to take a day off (RDO) as rostered in each cycle.

In all other Work Divisions the ordinary hours of work will be worked in accordance with arrangements agreed between the Employer and the employee, taking into account sub-clause 5.1.3 of this clause.

- 5.1.5 Different methods of implementation of the hours of work may be applied to various groups or sections of employees by agreement. Staggered starting and finishing times may be introduced by agreement with the employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day may also be staggered.

- 5.1.6 The parties agree that the current working arrangements for hours of work provisions (including, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered on any work site during the life of this Agreement following consultation and agreement between the Company and the majority of directly affected site employees, or individual, so as to provide greater flexibility and to meet project and/or shift work or operational requirements.

- 5.1.7 However, the average of 36 hours per week and the spread of hours, ie 6.00am and 6.00pm on any or all of the days Monday to Friday, are not subject to alteration for the purposes of this Clause:

- 5.1.8 The ordinary hours of work will be worked continuously except for meal breaks.

5.1.9 Each day stands alone for the purposes of calculating overtime.

5.2. ROSTERED DAYS OFF (RDO'S)

General

The parties agree that there are potential benefits for the Company and Employee in allowing greater flexibility in taking RDO's. It is intended that the Company's workplaces may remain open during designated industry RDO's.

Notwithstanding any other provision in clause 5.1, where the arrangement of ordinary hours of work provides for a rostered day off, the Employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

Further, provided agreement is reached between the Employer and the majority of employees concerned, or where the Employer and an individual employee so agree, another ordinary working day may be substituted for the scheduled day off. However any substituted day shall be taken within 2 calendar months

In December of each year, the company in conjunction with employees shall develop and agree on a calendar of RDOs for the ensuing year, taking into account the particular circumstances of the Employer's business. In the absence of agreement being reached, employees will work a 9-day fortnight or the union RDO calendar until the matter has been resolved in accordance with the disputes procedure.

Access to and payment for RDO hours will be paid in accordance with the provisions of the Division applying to the employee at the time of accessing or payment.

"Commercial Construction & Other Construction" Work Division

Employees engaged in the Commercial Construction and Other Construction Work Division will take RDO's applicable in the building industry, provided that any RDO that does not fall during ordinary working hours shall be deferred as a flexible RDO.

The Company is committed to Employees taking their rostered day off on the day it falls due, however the parties recognise that from time to time the Company may require employees to work their rostered day off.

RDO Flexibility

- (a) There shall be flexibility in taking RDOs against the principle of balancing the needs of the employee and the Employer. This flexibility will be arranged by agreement between the Employer and the majority of employees concerned.
- (b) It is recognised by all persons covered by this Agreement that job creation and quality of life is vital to employees and the Electrical and Communications Contracting Industry, therefore, flexibility in taking RDOs may be achieved by the Employer and an employee(s) agreeing to change their RDOs to another mutually convenient day.

Substitution of RDOs

- (a) The Employer may substitute the day an employee is to take off for another day and require the employee to work on that day off if such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays

to a particular job or for other reasons arising from unforeseen or emergency circumstances.

- (b) An individual employee, with the agreement of the Employer, may substitute the day the employee is to take off for another day.

Where an employee has a balance of accrued RDO hours at the time of termination those accrued hours must be paid to the employee at the time and a half for each accrued hour or part thereof.

5.3 STARTING TIME AND PLACE

The parties agree to develop and follow procedures to eliminate lost time and make better use of available working time, e.g. start and finish at the designated workplace at normal start and finish times, except where extraordinary conditions pose difficulties.

The workplace shall be deemed to be no further than the closest lift on high-rise construction and no further than 50 metres from the lunch shed on low-rise construction. The workplace will be mutually agreed between the Company and the majority of employees on individual sites and varied from time to time, as the nature of the site requires it. If no agreement is possible it shall be dealt with in accordance with the disputes procedure.

5.4 OVERTIME

- 5.4.1 Except as hereinafter provided, all time worked in excess of that provided for in clause 5.1 or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime and shall be paid at one and a-half times the ordinary rate for the first 2 hours and double time thereafter. Each day is to stand alone when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

Saturday and Sunday - All overtime work done on Saturdays and Sundays shall be paid at the rate of double time.

Payment for overtime on Public Holidays is in accordance with clause 5.4.15 below.

To avoid all doubt where an employee is required to work beyond the sixth hour without a meal break, all time so worked is to be counted when determining the appropriate overtime rate to be paid.

5.4.2

- (a) Where employees are required to report for work between midnight and 6.00 a.m. they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7.00 a.m. Saturday.
- (b) An employee recalled to work overtime after leaving the Employer's business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) shall be paid for a minimum 4 hours work at the appropriate overtime rate for each time they are so recalled: Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full 4 hours if the job they were recalled to do is completed within a shorter period:

Provided also that overtime worked in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside their working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, shall not be regarded as overtime for the purposes of

clause 5.4.2.

5.4.3 Minimum Payment for Saturdays and Sundays - When an employee is called upon to work on a Saturday or Sunday, they shall, except in the case of emergency, receive a minimum of 3 hours pay at the rates prescribed in clause 5.4.1.

5.4.4 Overtime worked in any calling, in or in connection with which more than one shift per day is worked, shall be paid for at the rate of double time.

5.4.5 For all employees engaged in Shift Work, all time worked in excess of 8 hours in any one day shall be considered as overtime.

5.4.6 Systematic overtime shall not be worked; it shall be considered such when 3 continuous weeks' overtime has been worked.

Provided that clause 5.4.6 shall not apply when extra labour is not available forthwith.

5.4.7 The assignment of overtime by the Employer to an employee shall be based on specific work requirements and the practices of "one in, all in" overtime shall not apply.

5.4.8 Meal hours or portion of meal hours worked shall be paid for at double time. When a meal hour is worked, there shall be a break of thirty minutes as soon as possible thereafter for "crib", for which no deduction of pay shall be made. No employee shall be required to work more than 6 hours without a break for a meal.

5.4.9 *Meal allowance*

An employee, other than an employee living in camp, who is required to continue work after the usual ceasing time shall be supplied with a reasonable meal at the Employer's expense, or be paid a meal allowance outlined below in lieu thereof, on the following basis:

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- (a) meal allowance provisions shall apply, where the overtime is of at least 2 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.
- (b) a further meal or meal allowance shall be provided after each period of 4 hours work.

In cases of emergency, where employees are unable to leave their work to procure a meal, the same shall be provided by the Employer. No employee shall be required to work longer than 6 hours without a break for a meal.

5.4.10 When an employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, they shall be entitled to an allowance outlined below for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

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5.4.11 10 hour break

An employee who works so much overtime between the termination of their ordinary work in one day and the commencement of their ordinary work on the next day, that the employee has not at least 10 consecutive hours off duty between those times shall, subject to clause 5.4.12, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until the employee is released from duty for such period and they shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where an employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 5.4.12, where the actual time worked is less than 3 hours on such recall or on each of such recalls.

The provisions of clause 5.4.12 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) For the purpose of changing shift roster; or
- (b) Where a shift worker does not report for duty; or
- (c) Where a shift is worked by arrangement between the employees themselves.

5.4.12 When any portion of an hour is worked, employees shall receive payment in respect of any broken part of an hour, for not less than one half-hour at the current overtime rate.

5.4.13 Employees who, through working overtime, cannot obtain their ordinary method of conveyance to or from their homes, shall be conveyed to or from their homes by the Employer or be paid "such expenses" as are incurred in travelling to or from their homes.

5.4.14 Public holidays

All time worked on the public holidays set out in clause 6.6 (Public Holidays) outside the ordinary working hours specified in this Agreement, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, shall be paid at double the rate prescribed by this Agreement for such time when worked outside such working hours on an ordinary working day. That is, where the rate prescribed is time and a half the rate payable is three times the ordinary rate and where the rate prescribed is double time the rate payable is four times the ordinary rate.

5.4.15 Employees who perform work on their rostered day off, or where it has been agreed to arrange a substitute day, on any substitute day, shall be paid the rates prescribed for work on Saturdays.

5 4 16 Examples of Operation of Hours of Work Clause

Ordinary Work Day

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8	8	8	8	8		
Time & one half	2	2	2	2	2		
2 X Time						10	10

Shift Work

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8	8	8	8	8		
Night Shift Penalty	30% of ordinary time rate for each hour worked	30% of ordinary time rate for each hour worked	30% of ordinary time rate for each hour worked	30% of ordinary time rate for each hour worked	30% of ordinary time rate for each hour worked		
2 X Time	2	2	2	2	2	10	10
PLUS	30% of ordinary time rate for each hour worked	30% of ordinary time rate for each hour worked	30% of ordinary time rate for each hour worked	30% of ordinary time rate for each hour worked	30% of ordinary time rate for each hour worked	50% of ordinary time rate for each hour worked	100% of ordinary time rate for each hour worked

5.5 SHIFT WORK

5.5.1 Definitions

- (a) "Shift Work" shall mean work done by employees working recognised hours, outside the spread of ordinary working hours.
- (b) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight;
- (c) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.;
- (d) "Rostered Shift" means a shift which the employee concerned has had at least one week's notice;

5.5.2 Hours

The ordinary hours of shift workers shall not exceed:

- (a) 8 hours in any one day or an average of 36 hours per week
- (b) A rostered day off may be taken by working 19 shifts in a 20 working day cycle and where possible the rostered day off will be linked to the weekend.

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

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

5.5.3 *Afternoon or night shift allowance*

- (a) A shift worker whilst on afternoon shift shall be paid for such shifts 30 per cent more than the ordinary rate.
- (b) A shift worker who works on night shift shall be paid for such shifts 30 per cent more than the ordinary rate.
- (c) An employee who, during a period of engagement on shift;
 - (i) Works night shift only; or
 - (ii) Remains on night shift for a longer period than 4 consecutive weeks; or
 - (iii) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of working time off night shift in each cycle, shall during such engagement, period or cycle be paid 30 per cent more than the ordinary working hours on such night shift. (i.e. 30% extra on ordinary rates).

5.5.4 *Saturday shifts*

Saturday Shifts shall be paid at overtime rates applicable for work on Saturdays. Such extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in clause 5.5.5.

5.5.5 *Overtime*

- (a) Shift workers for all time worked in excess of or outside ordinary working hours prescribed by this Agreement shall be paid at the rate of double time.
- (b) When working overtime, for more than one hour, a crib break of 30 minutes shall be allowed at the normal ceasing time for which no deduction shall be made.
- (c) Overtime on public holidays shall be at double normal Shift Work overtime rates

5.5.6 *Public holidays*

Shift workers shall be paid for rostered shifts worked on gazetted public holidays at double time and a half.

5.5.7 Sunday work

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

5.5.8 Shutdowns, breakdowns and emergency situations

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

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

5.5.9 10 Hour break

- (a) An employee who does not receive a 10 hour break before commencing short term Shift Work shall be entitled to double ordinary time for the first afternoon or night shift, or part thereof worked, and short term conditions and penalty rates for subsequent shifts.
- (b) An employee who receives a 10 hour break prior to returning to day work shall be entitled to ordinary time for the hours that would normally be worked during the break period.
- (c) An employee who does not receive a 10 hour break prior to returning to day work shall be paid double ordinary time for all hours worked until released for a 10 hour break.

5.6 SMOKO BREAKS, LUNCH BREAKS, CRIB BREAKS & OTHER BREAKS

Smoko Breaks

Each employee, whether they are working ordinary hours or overtime, will be entitled to a paid smoko break of 20 minutes' duration in the company's time in the first half of the day, provided the break occurs no later than 4 hours after the start time. Where necessary, smoko breaks will be scheduled to be taken at times that will not interfere with continuity.

Lunch Breaks

Employees, whether they are working ordinary hours or overtime, shall be entitled to a lunch break of a minimum of 30 minutes and maximum of 60 minutes, to be taken any time between the fourth and the sixth hours from the commencement of duty.

In the case of shift workers, this break shall be a paid break.

Where an employee is required to work beyond the sixth hour without a lunch break they will be paid at overtime rates until such time as a lunch break is taken. To avoid any doubt, in determining the appropriate overtime rate to be paid all time worked beyond the sixth hour will count towards the two hours at time and a half prescribed in clause 5.4.1 (Overtime).

Unless notified on the previous day of such overtime, the employee shall be paid the following meal allowance for each meal.

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Crib Breaks

Employees who are required to continue work after their usual ceasing time, shall be entitled to a paid "crib" break on the following basis:

- (a) a thirty (30) minute paid crib break, to be taken at the usual ceasing time, where the overtime is of at least 2 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.
- (b) a further 45 minutes paid crib break, shall be provided after each period of 4 hours work. No deduction of pay shall be made in respect of any such crib breaks.

Employees who are required to work at least 10 hours overtime, on a day when they are not working ordinary hours, will be entitled to a 30 minute paid crib break at the end of the eighth hour of work or to be paid at the appropriate rate. A further 45 minutes paid crib break, shall be provided after each additional period of 4 hours' work or to be paid at the appropriate rate. No deduction of pay shall be made in respect of any such crib breaks.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

6.1.1 Entitlement

- (a) An employee shall be entitled to leave of absence on full pay, for a period equal to 4 weeks for each period of 12 months' Service (less the period of leave) with the Employer and employees employed as Shift Workers shall be entitled to not less than 5 weeks for each period of 12 months' Service (less the period of leave). Provided that, for the purposes of the additional week of annual leave, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (b) The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 6.6 (Public holidays) of this Agreement. If a public holiday falls within an employee's period of annual leave and is observed on a day, which for that employee would have been an ordinary working day, there shall be added to the period of annual leave, time equivalent to the ordinary time which the employee would have worked, if such day had not been a holiday.
- (c) By agreement between the Employer and employee, an employee may take annual leave in 2 separate periods. The second period is to be taken within 6 months of the leave falling due.
- (d) Provided that if an employee, who works an average of 36 ordinary hours per week, is granted leave in 2 portions they shall not be entitled to a greater number of rostered days off per year than an employee who is granted annual leave in only one portion.

6.1.2 Payment for annual leave

- (a) ~~An employee before going on leave shall be paid the amount of wages they would have received~~ in respect of ordinary time they would have worked had they not been on leave during the relevant period.
- (b) For the purpose of clause 6.1 wages payable for annual leave shall be calculated by including the following where applicable:
 - (i) The rate prescribed for the classification in which the employee was ordinarily employed immediately prior to the commencement of their leave or the termination of their employment as the case may be.
 - (ii) The rate prescribed for work in ordinary time by clause 5.5 (Shift Work) according to the employee's roster or projected roster including Saturday and Sunday shifts.
 - (iii) Any other rate to which the employee is entitled in accordance with their contract of employment for ordinary hours of work, provided that this provision shall not operate so as to include any payment which is of a similar nature to, or is paid for the same reasons as, or is paid in lieu of these payments prescribed by clause 7.2 (Travelling Time and Fares) and clause 5.4 (Overtime) nor any payment to the employee for reimbursement for expenses incurred.

6.1.3 Annual leave loading

- (a) During a period of annual leave an employee shall receive a loading calculated on the wages they would have received, in respect of the ordinary time they would have worked, prior to the commencement of their leave or the termination of their employment.
- (b) The loading shall be 17.5% of the wages as prescribed in clause 6.1.2.
- (c) Provided that where the employee would have received shift loadings prescribed by clause 4.4 (Shift Work), had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loadings shall be added to the rate of wages prescribed by clause 6.1.2 in lieu of the 17.5% loading.

Provided further that if the shift loading would have entitled them to a lesser amount, than the loading of 17.5%, then such loading of 17.5% shall be added to the rate of wage prescribed by clause 6.1.2 in lieu of the shift loadings.

6.1.4 *Employment during leave*

An employee shall not offer their services to any other Employer during the period they are on paid annual leave and the Employer shall not engage an employee who is on paid annual leave.

6.1.5 *Payment in lieu of annual leave*

The annual leave provided for shall be allowed and shall be taken and except as specially provided, payment shall not be made or accepted in lieu of annual leave.

6.1.6 *Leave to be taken*

Annual leave shall be taken, at a time mutually agreed upon by the Employer and employee, and in the absence of agreement annual leave shall be given at a time fixed by the Employer, within a period not exceeding 6 months from the date when the right to annual leave accrued and after not less than 2 weeks' notice to the employee.

6.1.7 *Calculation of service with the Employer*

- (a) Service before the date of this Agreement shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed.
- (b) The period of annual leave shall be calculated to the nearest day; any broken part of a day in the result not exceeding half a day is to be disregarded.
- (c) Where the Employer is a successor, assignee or transmittee of a business, if an employee was in the employment of the Employer's predecessor at the time when they became such a successor or assignee or transmittee, Service with the Employer's predecessor shall be deemed to be service of the Employer.

6.1.8 *Calculation of continuous service for annual leave*

- (a) Continuous employment, for the purposes of clause 6.1, means weekly employment until termination of employment.
- (b) For the purpose of clause 6.1 Service shall be deemed to be continuous notwithstanding:
 - (i) Any interruption or termination of the employment by the Employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave or absence.
 - (ii) Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the Employer; or
 - (iii) Any absence with reasonable cause, proof whereof shall be upon the employee.
 - (iv) In cases of personal sickness or accident or absence with reasonable cause for the employee to become entitled to the benefit of clause 6.1.8 they shall inform the Employer in writing if practicable, within 24 hours of the commencement of such absence, of their inability to attend for duty and as far as practicable, the nature of the illness, injury or cause and the estimated duration of their absence. A notification given by an employee pursuant to clause 6.2 (Sick Leave) shall be accepted as a notification under clause 6.1.8.
 - (v) Any absence from work by reason of any cause not being a cause specified in clause 6.1.8(b) shall not be deemed to break the continuity of Service for the purpose of clause 6.1.8, unless the Employer during the absence or within 14 days of the termination of the absence notifies the employee, in writing, that such absence will be regarded as having

broken the continuity of Service.

- (vi) A notice to an individual employee may be given by delivering it to the employee personally, or by posting it to their recorded address, in which case it shall be deemed to have reached them in due course of post.
- (vii) In calculating the period of 12 months' continuous Service, any such absence as aforesaid shall not, except to the extent of not more than 13 weeks in a 12 monthly period in the case of sickness or accident, be taken into account in calculating the period of 12 months' continuous Service.

6.1.9 *Leave allowed before due time*

- (a) The Employer may allow an employee to take annual leave before the right to take it has accrued, but where such leave is taken, a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.
- (b) Where annual leave or part thereof has been granted before the right to take it has accrued and the employee subsequently leaves or is discharged from the Service of the Employer before completing the 12 months continuous Service in respect of which the leave was granted; and the amount paid by the Employer to the employee for the annual leave or part so taken in advance exceeds the amount which the Employer is required to pay to the employee on termination, the Employer shall not be liable to make any payment to the employee under clause 3.4 (Termination of Employment) and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

6.1.10 *Payment for Annual leave and Proportionate Annual Leave on termination*

- (a) ~~If the employee has not taken all the annual leave the employee is entitled to, the Employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave, including any public holidays that would fall in the period of annual leave had it been taken provided that they are within 10 days of the day of termination.~~
- (b) The Employer must pay the employee for the annual leave not taken, in accordance with the provisions of Clause 10.1 .
- (c) If the employee has been employed for any period of less than 1 year, the Employer must pay the employee proportionate annual leave for the period.
- (d) The Employer must pay the employee at least the ordinary rate being paid to the employee immediately before the termination day.

6.1.11 *Annual close down*

- (a) Notwithstanding the provisions of clause 6.1.1 a principal Employer may by 2 months' notice in writing exhibited on a noticeboard in their establishment, project or business, declare that their establishment, project or business shall observe a complete Christmas - New Year close-down period at the next following Christmas - New Year. In a case where an employee has not completed 12 months' Service at the Christmas - New Year close-down, such employee shall, provided that they have been employed continuously for one week or more, be entitled to leave on a pro rata basis for each week of continuous Service and such an employee may be stood down for the duration of the close-down period, provided that any such employee shall be paid for all public holidays occurring during the close-down period.
- (b) For the purpose of clause 6.1.11(a), close-down shall be deemed to mean a period of not less than 4 consecutive weeks, inclusive of public holidays, commencing not earlier nor later than one clear working day before Christmas Day. Provided that the close-down period may not extend for longer than 3 consecutive weeks, exclusive of public holidays, where the employees agree with the Employer that annual leave may be taken in 2 periods.

- (c) The Employer in conjunction with an accredited representative of the Union involved may seek such an agreement with their employees on a particular project, establishment or business by means of a secret ballot. In the event of a majority in favour of 2 periods of leave, then that Employer may close down that project for a period of 2 consecutive weeks at Christmas - New Year, exclusive of public holidays, and grant the remaining weeks leave at some other time of the year within 6 months from the date when the right to annual leave first occurred.

6.1.12 *Annual leave records*

The Employer shall keep or cause to be kept an annual leave record showing the date of commencement of employment, the date on which the last leave became due, and the date upon which the last leave was taken.

6.1.13 *Emergency persons*

In addition to the leave hereinbefore prescribed for other than shift workers, employees engaged as emergency persons who make agreements in writing with the Employer to hold themselves in readiness to do overtime work at all hours shall be allowed one week's leave exclusive of statutory holidays, if any such holidays fall within the period of annual leave.

6.2 PERSONAL LEAVE

An employee's entitlement to paid personal leave accrues progressively during a year of service, however, upon completion of an employee's probationary period, the employee will be advanced the balance of the total of their annual personal leave entitlement of 10 days. After twelve months of employment every full-time employees' personal leave entitlement will accrue and accumulate. Part-time employees' entitlement is calculated proportionate to the average number of ordinary hours worked each week.

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member or
 - (iii) a person experiencing domestic or family violence.

If the absence is to exceed two consecutive days, evidence must be provided to the Employer stating the nature of the employees or family members illness and the period of absence required. Any advanced personal leave can only be taken by the employee if they have sufficient other leave accruals to cover the personal leave.

If an employee's employment is terminated then any advanced payment for personal leave will be deducted on a pro rata basis from monies owing.

6.2.1 *Entitlement*

- (a) Payment for personal leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on personal leave.

- (b) Personal leave may be taken for part of a day
- (c) Personal leave shall be cumulative.
- (d) An employee accumulates personal leave entitlements whilst absent from work on paid leave granted by the Employer.

6.2.2 *Employee must give notice*

- (a) The payment of personal leave is subject to the employee promptly advising the Employer of the employee's absence and its expected duration.
- (b) An employee employed "on site" will, other than in exceptional circumstances, notify the Employer of their absence or their likely absence from work through illness within 2 hours of their scheduled starting time to enable a replacement to be arranged. Employees on Shift Work will, where possible, notify the Employer during company working hours.

6.2.3 *Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the Employer a doctor's certificate about the nature of the illness and the approximate period during which the employee will be unable to work, or such other reasonably acceptable evidence that would satisfy a reasonable person.

6.2.4 *Accumulated personal leave*

An employee's accumulated personal leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the Employer;
- (b) The Employer or employee terminates the employee's employment and the employee is re-employed within 3 months;
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same Employer without having been employed in the interim.

6.2.5 *Entitlement to unpaid carer's leave*

- (a) An employee is entitled to 2 days of unpaid carer's leave for each occasion (a **permissible occasion**) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the employee and his or her employer agree.
- (c) An employee cannot take unpaid personal leave during a particular period if the employee could instead take paid personal leave.

6.2.6 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to concurrent payment of personal leave.

6.3 COMPASSIONATE LEAVE

6.3.1 Entitlement to compassionate leave

An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

In this clause "Immediate family" includes, but is not limited to:

- (a) A spouse (including a former spouse, a de facto spouse, a former de facto spouse, and a spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, great grandparent, grandchild, great grandchild or sibling of the employee or spouse of the employee.

6.3.2 Taking compassionate leave

- (1) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in Clause 6.3.1; or
 - (b) after the death of the member of the employee's immediate family or household referred to in Clause 6.3.1.
- (2) An employee may take compassionate leave for a particular permissible occasion as:
 - (a) a single continuous 2 day period; or
 - (b) 2 separate periods of 1 day each; or
 - (c) any separate periods to which the employee and his or her employer agree.
- (3) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Note: The notice and evidence requirements in section 107 of the Fair Work Act must be complied with.

6.3.3 Payment for compassionate leave (other than for casual employees)

If, in accordance with this Subdivision, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Note: For casual employees, compassionate leave is unpaid leave.

6.3.4 Unpaid leave

In addition to the entitlements set out above, on each occasion where the period of compassionate leave entitlement provided above is insufficient, an employee, may apply for unpaid leave.

6.4 LONG SERVICE LEAVE

All employees covered by this Agreement are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, Sections 42-58 (but excluding section 43(4)) of the *Industrial Relations Act 2016* as amended from time to time, and as applicable, the *Building and Construction Industry (Portable Long Service Leave) Act 1991*.

6.5 PARENTAL LEAVE

- 6.5.1 An employee is entitled to the Parental Leave provisions contained in the NES.
- 6.5.2 In addition to the entitlement under the NES the Employer will pay an amount equivalent to the difference between the Government paid parental leave scheme and the employees normal take home pay for the amount of one (1) week. If the Government paid parental leave scheme ceases to exist the Employer will pay the employees normal take home pay for the amount of one (1) week.

6.6 SUPPORT FOR EMPLOYEES SUBJECTED TO FAMILY AND/OR DOMESTIC VIOLENCE

6.6.1 General Principles

- 6.6.1.1 The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to staff that are subjected to family and/or domestic violence.
- 6.6.1.2 Understanding the traumatic nature of family and/or domestic violence the employer will support their employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being subjected to family and/or domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

6.6.2 Definition of Family and/or Domestic Violence

- 6.6.2.1 For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:
 - (a) is physically or sexually abusive; or
 - (b) is emotionally or psychologically abusive; or
 - (c) is economically abusive; or
 - (d) is threatening; or

- (e) is coercive; or
- (f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- (g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

6.6.3 Family and/or Domestic Violence Leave

- 6.6.3.1 An employee, including a casual employee, who is subjected to family and/or domestic violence is entitled to 5 days per year of paid family and/or domestic violence leave for the purpose of:
- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (b) relocation or making other safety arrangements; or
 - (c) other activities associated with the experience of family and/or domestic violence.
- 6.6.3.2 In addition, an employee, including a casual employee, who provides support to a person who is subjected to family and/or domestic violence is entitled to access family and/or domestic leave for the purpose of:
- (a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (b) assisting with relocation or other safety arrangements; or
 - (c) other activities associated with the family and/or domestic violence including caring for children.
- 6.6.3.3 This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.
- 6.6.3.4 Upon exhaustion of the leave entitlement in clause 6.6.3.1, employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

6.6.4 Notice and Evidentiary Requirements

- 6.6.4.1 The employee shall give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- 6.6.4.2 If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 6.6.3. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.
- 6.6.4.3 The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and/or domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

6.6.5 Individual Support

- 6.6.5.1 In order to provide support to an employee who is subjected to family and/or domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee subjected to family and/or domestic violence for:
- (a) changes to their span of hours or pattern or hours and/or shift patterns;
 - (b) job redesign or changes to duties;
 - (c) relocation to suitable employment within the employer;

- (d) a change to their telephone number or email address to avoid harassing contact; or
- (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

6.7 PUBLIC HOLIDAYS

6.7.1 *Entitlement to be absent from employment on public holiday*

Employee entitled to be absent on public holiday

- (a) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes. If, in accordance with this Division, an employee is absent from his or her employment on a day or part-day that is a public holiday, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.

Reasonable requests to work on public holidays

- (b) However, the Employer may request an employee to work on a public holiday if the request is reasonable.
- (c) If the Employer requests an employee to work on a public holiday, the employee may refuse the request if:
 - (a) the request is not reasonable; or
 - (b) the refusal is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (a) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) whether the employee could reasonably expect that the Employer might request work on the public holiday;
 - (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
 - (f) the amount of notice in advance of the public holiday given by the Employer when making the request;
 - (g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request;
 - (h) any other relevant matter.

6.7.2 Subject to clauses 6.7.8 and Clause 5.4 (overtime), all work done by any employee on:

From 1st January;
 26th January;
 Good Friday;
 Easter Saturday (the day after Good Friday);
 Easter Monday;
 Anzac Day (25th April);
 The Birthday of the Sovereign;
 Christmas Day; and

Boxing Day; and
any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

6.7.3 *Labour Day*

All employees covered by this Agreement shall be entitled to be paid a full days wage for Labour Day (the first Monday in May or other appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full days wage for that day and in addition, a payment for the time actually worked by them at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

6.7.4 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the Industrial Gazette on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and the Employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

6.7.5 *Double time and a-half*

For the purposes of clause 6.7, "double time and a-half" shall mean one and one-half days wages in addition to the ordinary weekly rate of pay, or pro rata if there is more or less than a day.

6.7.6 *Stand down*

Any employee, with 2 weeks' or more of continuous Service, whose employment has been terminated by the Employer or who has been stood down by the Employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the ordinary rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the From 1st January (New Year's Day).

6.7.7 *Employers to give notice regarding holiday*

Employers shall, except under unforeseen circumstances, give their employees not less than 2 clear days' notice as to whether a holiday is to be observed or worked.

6.7.8 *Substitution*

Where there is agreement between the majority of employees concerned and the Employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holiday specified in clause 6.7:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

6.7.9 *Employees who do not work Monday to Friday of each week*

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

follows

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (d) Where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas day (i.e. 25 December) is to be paid at the rate of double time.
- (e) Nothing in clause 6.7.9 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

6.8 JURY SERVICE LEAVE

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the Employer and the Employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide the Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any "over-award" payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

6.9 COMMUNITY SERVICE LEAVE

In accordance with the provisions of the NES (sections 108 – 112) employees are entitled to be absent from employment for engaging in eligible community service activity

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) 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
- (b) the employee's absence is reasonable in all the circumstances.

For the purposes of this clause eligible community service activity includes:

- (a) a voluntary emergency management activity; or
- (b) an activity prescribed in regulations made for the purpose of the NES.

6.10 LEAVE WITHOUT PAY

In addition to all other types of leave set out in this agreement, employees are entitled to take a period of leave without pay, or unpaid leave. Requests for such leave will not be unreasonably refused.

PART 7 – TRAVELLING AWAY FROM HOME

7.1 WORKING AWAY FROM HOME

7.1.1 General

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

Employees will not be entitled to claim working away from home provisions unless they are working outside ninety (90) Kilometres (direct route via road) of their depot and required to be away from their normal home-base for periods of one (1) overnight absence or longer, unless otherwise mutually agreed.

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

If at the conclusion of the project, "Company" wish to offer the local resource full-time, permanent employment, the nominal place of work will become the relevant the Employer depot for the purposes of the employment arrangement. These details will be included in the relevant employee's appointment letter.

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

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

There are three (3) options available under this provision. Option 3 is the preferred option and Employees (inclusive of Apprentices attending block release) may, by mutual agreement with the Employer, elect one the following options. If agreement is not reached, the employee must not be forced to work away from home. Once a mutually agreed option has been selected, it will remain for the period of the project being worked unless otherwise mutually agreed.

- **Option 1.** Employer pays all accommodation, meals & OPE
- **Option 2.** The Employer is to provide accommodation and a meal allowance of \$ 97.10 and OPE of \$ 18.70 per day. On the first day of travel, the Employer will provide meals, or where the employee elects, will provide \$ 97.10. On the final day where the employee is travelling back to home base, the Employer will pay for any meals required on the following basis:
 - o Breakfast \$ 22.70
 - o Lunch \$ 25.95
 - o Dinner \$ 44.75
- **Option 2 (Isolated and Remote Areas).** In isolated and remote areas where commercial accommodation is not readily available and alternative accommodation is provided or arranged, the Employer will provide accommodation and a meal allowance of \$ 103.30 and OPE of \$18.70 per day. On the first day of travel, the Employer will provide meals, or where the employee elects, will provide

\$ 103.30. On the final day where the employee is travelling back to home base, the Employer will pay for any meals required on the following basis:

- o Breakfast \$ 26.15
- o Lunch \$ 29.05
- o Dinner \$ 48.10

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

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

In addition, a daily Supplementary Accommodation Allowance (SAA) may also be paid under the conditions specified in clause 7.1.2 of this Agreement.

• **Option 3.**

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

In accordance with the terms and conditions as follows (based on the Australian Tax Office determination No TD 2014/19 or as amended each Tax year.)

Based on Tier 2 Country Centres			
Accommodation	Food and drink	Incidentals	Total
\$ 132	B'Fast \$ 22.70	\$ 18.70	\$ 244.10
	Lunch \$ 25.95		
	Dinner \$ 44.75		

The above rates will be adjusted in accordance with the relevant taxation determination in July each year

In accordance with the ATO guidelines employees required to stay in "High" cost country areas the above amounts will be amended in accordance with Table 4 of the ATO Determination.

Similarly employees required to stay in major cities will be paid in accordance with Table 1 of the ATO Determination.

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

7.1.2 Supplementary Accommodation Allowance (SAA)

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

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

- For all options other than Option 3 where the employee is required to prepare or supply meals and maintain their accommodation facilities when working in remote or isolated regions where serviced commercial accommodation is not available or provided.
- When employees are placed in accommodation where the Employer's recommended accommodation standard could not be provided and the length of stay is for two (2) or more overnight absences.
- When employees are placed into accommodation on a twin share basis for each overnight absence.

Payment for SAA will be \$ 15.40 per overnight absence from date of lodgement.

This amount will increase by 3% on the 1st November each year starting in 2015.

Commercial Accommodation means hotel/motel style accommodation.

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

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

7.1.3 Maintenance of Standards

For all options other than option 3, should either party believe that the standard of accommodation/living is being compromised, it will immediately referred back through the dispute settlement procedure contained in Clause 2.1 of this Agreement. In an instance where this occurs, Option 1 will be provided until such time as the matter has been resolved.

7.1.4 Taxation Issues

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

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

7.1.5 Period Away From Home

Employees will not normally be required to work away from home for more than three (3) consecutive weeks without returning home. Notwithstanding that, the employees and management may mutually agree to shorter or longer periods, in accordance with the provisions set out in clause 1.5 of this Agreement.

The Employer's employees when working away from home for continuous periods exceeding one week,

may return to their home base on weekends prior to completion of the scheduled work. Any such arrangements will be by mutual agreement between the employee and relevant supervisor and any travel will be in the employee's own time and cost.

7.1.6 Accommodation

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

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

7.1.7 Meals

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

7.1.8 Telephone

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

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

7.1.9 Laundry

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

7.1.10 Start & Finish Point

Where a local depot has not been established, the recognised start and finish point for workers working away will be in accordance with Clause 2.9, ie. will be no more than 30 minutes from their accommodation. The closest commercially available accommodation is the centre that has accommodation facilities available for overnight and/or short/medium/long term rent.

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

7.1.11 Travel between the start and finish point

Employees that are required to travel between their accommodation and the project site that is in excess of 30 minutes, may claim travel time in accordance with the travel time provision within this Agreement.

7.1.12 Travel to and from the project site

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

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

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

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

- Employee may claim time spent travelling from their place of employment to the airport prior to the scheduled time of departure, and
- Employee may claim any delays in flight times, and
- Employee may claim time of flight, and
- Employee may claim time spent travelling from flight arrival to the post office at the recognised closest commercially available accommodation location (or equivalent).

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

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

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

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

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

Travel other than air travel:

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

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

7.1.13 Overseas Work

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

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

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

The Employer will arrange all necessary visas, allow the employee paid time to obtain a passport and to

obtain any immunisations required prior to departure at no cost to the employee.

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

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

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

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

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

7.2 TRAVELLING TIME AND FARES

7.2.1 Where an employee starts and finishes work on a worksite rather than the Company's office or workshop, they shall receive compensation for the average extra travelling time and average extra fares incurred.

- If the worksite is within 50 km of either the Company's office or the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they shall receive the fares and travel allowances as set out in Appendix 1.
- If the worksite is in excess of 50 km from both the Company's office and the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they shall receive the fares and travel allowances as set out in Appendix 1. plus ordinary time for excess travel undertaken in their own time beyond the 50 km radius from their place of residence (or overnight accommodation) as determined by "Whereis" website.
- Where the Employer is considering changing the location used as the base for calculating fares and travel, they will apply the provisions of Clause 2.4 (Consultation).
- The above allowances do not apply if the employee starts and finishes work at the Company's office or Workshop. In this regard a construction site is not deemed to be the Employer's office or Workshop even if the Employer has no offices in the State.
- The fares allowances above do not apply where the Employer provides suitable transport or vehicle.

7.2.2 Where an employee is required by the Employer to travel to any other job, site or place of work during the course of their employment, they shall be paid all fares necessarily incurred. All time spent on such travel shall be regarded as time worked and paid at the appropriate rate: Provided that where an employee agrees to use their own vehicle in the Employer's interest they shall be paid the amount of \$ 0.60 / km in lieu of fares.

PART 8 - TRAINING AND RELATED MATTERS

8.1 COMMITMENT TO TRAINING

- 8.1.1 The parties to this Agreement recognise that in order to increase the efficiency and productivity of the Electrical Contracting Industry, a continuing commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (a) developing a more suitably skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.

- 8.1.2 Where it is agreed a training committee be established, that training committee should be constituted by equal numbers of Employer and employee representatives and have a charter which clearly states its role and responsibilities, for example.
- (a) formulation of a training programme and availability of training courses and career opportunities to employees;
 - (b) dissemination of information on the training programme and availability of training courses and career opportunities to employees;
 - (c) the recommending of individual employees for training and reclassification;
 - (d) monitoring and advising management and employees on the on-going effectiveness of the training.

8.1.3 *Additional training*

- (a) Where through a training committee and with the employee concerned, it is agreed that the additional training in accordance with the programme developed should be undertaken by an employee, that training may be undertaken either on or off the job:
Provided that if the training is undertaken during ordinary working hours the Employer concerned shall not unreasonably withhold such paid training leave
- (b) Where agreed additional training is undertaken by an employee, any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Employer upon production of evidence of such expenditure:
Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress
- (c) Travel costs incurred by an employee undertaking agreed additional training in accordance with clause 8.1, which exceed those normally incurred travelling to and from work, shall be reimbursed by the Employer.

8.2 TRAINING

The relevant National and State Industry Training Advisory Boards, covering the vocational areas of electro-technology (electrical and electronics), shall have the responsibility, with the support of the industrial parties, for the development of training packages and accredited training products for endorsement by the Australian National Training Authority or the State Training Authorities and the provision of advice and assistance to the Australian National Training Authority and the State Training Authorities in respect of matters relating to training in the industries and callings covered by this Agreement including, but not limited to, the following:

- (a) qualifications, units of competency and accredited training products;
- (b) competency and other training and skills standards;
- (c) industry endorsed training courses;

- (d) underpinning knowledge and skills;
- (e) on-the-job training guidelines;

8.3 SKILL DEVELOPMENT

The Company acknowledges the changing pace of technology in the electrical contracting industry and the need for employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce.
- (b) Providing employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

Taking into account:

- (a) the current and future skill needs of the Company;
- (b) the size, structure and nature of the Company; and
- (c) the need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

The Company is committed to developing and implementing skills formation opportunities for its workers covered by this Agreement.

Specific training will be given to all employees who, through promotion or changing job roles, need training in specific areas. Training provided by the Company has traditionally been carried out during normal working hours.

The Company will pay for course fees and training time for Company required courses. Special courses requested by employees will be assessed on a Company-needs basis. Suitable arrangements and provision of costs will then be determined. Out of hours training time for these courses will not be paid by the Company.

Where a course (such as a cabling course) has a licence requirement which is beneficial to the Company, the Company will pay for the course fee, manuals, materials, books and updates. Licence renewal will be the responsibility of the employee.

8.4 QUALITY ASSURANCE

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 requirements. Where necessary, training will be provided in these activities.

8.5 CONSTRUCTION WIRING COURSE

Where the Employer is responsible for the installation of Construction wiring, such wiring shall comply with the appropriate standards being AS/NZ/3012, AS/NZ/3000 AS/1680 & AS/2293.2

On each site, the Employer will nominate electrician/s responsible for the Construction Wiring on each site.

Those nominated electrician/s responsible for Construction Wiring will attend and successfully complete that agreed accredited training course delivered by an accredited training provider.

The Employer will release relevant employees during normal working hours without loss of pay to attend such training.

8.6 MULTISKILLING

It is a condition of this agreement that all employees understand and accept that they may be required to undertake a variety of tasks, both skilled and semi-skilled (for example, welding brackets, painting brackets or carrying out some other task) which are not specifically within their trade provided the task is within the employee's competencies. The work will be incidental to the primary duties of the employee's classification.

PART 9 – OCCUPATIONAL HEALTH AND SAFETY

9.1 WORKPLACE HEALTH AND SAFETY

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

The Employer and the employees will co-operate to promote a safe and healthy work environment and will adopt safe work practices in accordance with the *Work Health and Safety Act 2011* as amended from time to time, the Workplace Health and Safety Regulations and the Codes of Practice and/or any other relevant legislation.

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

The Company will provide personal protective equipment in accordance with the relevant Work Health and Safety legislation.

The Company will also provide the following protective equipment made to the appropriate Australian Standard for use, when necessary, by employees during the performance of their required duties:

- | | |
|--|------------------------------------|
| (a) Safety helmets; | (d) Gloves; |
| (b) Eye protection; | (e) Ear/hearing protection; |
| (c) 30+ skin protective cream/sun screen | (f) Wide Brim Hat / Hard Hat Shade |

One pair of UV rated safety glasses or UV rated prescription lenses will be provided to employees who are required to work on reflective surfaces such as metal decking, large concrete slabs exposed to sunlight and roofing or curtain walling.

Employees who require them will provide, on commencement and during the term of their employment, prescription spectacles and lenses that meet the requirement of the *Work Health and Safety Act* and Regulations.

The Employer will reimburse the employee up to \$400.00 for the cost of the employee providing prescription spectacles and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses shall be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the employee's expense.

The parties agree that appropriate eyewear will be worn at all times during working hours and that all items shall be kept clean and in good repair. Where a safety issue is identified the area under dispute shall be isolated (if considered dangerous by either party), barriers put up, suitable notices attached and every effort should be made to solve the safety issue without any undue delay. Work may continue in all other areas, provided that there is no risk to health and safety in those areas, until a resolution on the issue is found.

9.2 WORKERS' HEALTH & SAFETY REPRESENTATIVES

The employees may request that the Employer commence negotiations to determine work groups.

Once those work groups have been identified workers may elect a Work Health and Safety Representative (WHSR) and Deputy Health & Safety Representative (DHSR) for each work group in accordance with the provisions of the *Work Health and Safety Act (Qld) 2011*.

Once elected, the WHSR will be paid in accordance with Appendix 1 (Grade 5 LH &/or WHSR). This payment will commence from the first full pay period commencing after the election. Where the WHSR is absent the DHSR will receive payment in accordance with Appendix 1 (Grade 5 LH &/or WHSR for the period of their absence.

Within two months of the Employer being advised of the election of the WHSR and the DHSR, the Employer will arrange and pay for the necessary training to enable the WHSR and the DHSR to perform their role. While attending these courses the WHSR 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.

The Employer will allow a WHSR and the DHSR to exercise their obligations during their ordinary working hours.

The Employer will ensure that a list of WHSR and DHSR for each work group is prepared, kept up to date and distributed to all employees on a regular basis.

The WHSR may request the Employer to establish a workplace health and safety committee. If the Employer is requested to do so they will establish a health and safety committee within one months of that request.

9.3 CPR REFRESHER COURSE

CPR and other statutory training will be provided in accordance with the *Electricity Act* requirements for the electricity industry. (i.e. Safety Observers - 6 monthly, CPR Refresher- 12 monthly)

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

9.4 BULLYING

In line with the Employer's commitment to a safe and healthy work environment the Employer will not tolerate bullying in the workplace and will provide to the Union a copy of their policy on bullying within 7 days of that request.

9.5 BOILING WATER

The Employer shall provide boiling water ready for meal times.

9.6 INSULATING EQUIPMENT

The Employer shall provide all the necessary insulating equipment or any other necessary protective devices where necessary.

9.7 WORK ON POLES

9.7.1 All poles over 10.5 metres in height, except those carrying suspension wires only, shall be stepped from that height upwards.

9.7.2 Employees who have to work on poles shall be provided with a ladder or tower wagon. If any such employee is left on a pole, there shall be within 90 metres a ladder or tower wagon. Hauling lines shall be supplied, but climbers shall not be used.

9.8 REPAIRING LIFTS

Repairs shall not be done in lifts, shafts, or dangerous places of a similar nature whilst the same are in ordinary use;

9.9 MAINTENANCE WORK

Employees on maintenance work required to carry the Employer's tools or spare parts continuously shall be provided with a suitable receptacle.

9.10 SMOKING AT WORK

Smoking at work will be in accordance with the relevant legislation and site specific conditions.

9.11 SUPPLY OF WORKWEAR

In order to assist employees with workwear expenses, the Company must provide employees with workwear, as provided below.

Employees must be issued with a minimum of five sets of workwear within 3 months of their commencement and annually thereafter they will be issued with a further five sets of workwear. Employees will also be issued with an appropriate jacket, or jumper, by the end of March, or, where they commence employment after that, within 2 weeks of commencing employment. Between issues these items must be replaced on a fair wear and tear basis.

The issue will include a minimum of one pair of 100% cotton drill pants and one 100% cotton drill long sleeve shirt. The workwear will bear Company identification.

The parties agree that the workwear must be worn at all times during working hours only, and that all items will be kept clean and in good repair, to provide a uniformly neat and tidy company image.

Workwear must be worn as intended and employees must not intentionally alter or remove sleeves from long sleeve shirts as the item has been issued for safety purposes.

9.12 SAFETY FOOTWEAR

On commencement Employees must be supplied with safety footwear which meets the requirements of the *Workplace Health and Safety Act* and Regulations and which is of a reasonable standard of comfort.

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

If an employee determines that the type of footwear supplied by the Company is not suitable for his/her comfort, and chooses to purchase more expensive footwear then the employee will be reimbursed up to

\$200 for replacement safety footwear on a fair wear and tear basis, conditional upon return of the safety footwear to be replaced and providing the Company with the original receipt for purchase of the replacement set.

9.13 TECHNOLOGY

To assist in the company's commitment to health and safety, security of company assets and reduce the Employer's insurance premiums the Employer may install monitoring and surveillance equipment, including GPS, at the workplace and in company vehicles.

Prior to the Employer installing such equipment they shall inform the employees in writing, by posting a notice at the workplace. The written notice will state the type of equipment being installed and the date/s of the installation. The company will then enter into a period of consultation with the workforce to help identify issues of concern with the implementation of new technology into the day to day operations of the company. This consultation may include but not be limited to discussion around training, security and changes to current work methods. This period of consultation should be no less than one month.

New employees shall be notified of any monitoring equipment during their induction.

If an employee is using the Employer's equipment and is monitored acting in an unlawful manner and/or a manner that is contrary to this agreement and the employment relationship the employee's conduct will be investigated and disciplinary action, including termination, may result.

The employee has the right to respond to any claims against them and the employee has the right to seek representation at any time during the investigation process and at any disciplinary meetings.

Where any of the above devices incorporate features which allow for remote monitoring or recording of geographical location or movement (such as GPS devices) then the company must gather further evidence relating to the employees conduct, during the investigation and will not solely rely on the evidence gathered from the monitoring and surveillance equipment to terminate the employee.

9.14 FITNESS FOR WORK

A policy will be developed in relation to Fitness for Work which complies with the minimum requirements in the Building Code (or its successor) in relation to work performed under the Code.

PART 10 – AGREEMENT COMPLIANCE AND RELATED MATTERS

10.1 PAYMENT OF WAGES

Wages will be paid weekly by cash or electronic funds transfer (EFT) at the discretion of the Company.

The Company shall comply with all provisions requiring the keeping of time and wage records and the production of pay slips as required by law, provided that weekly pay slips will include not less than the following information:

• Name of employee	• Classification of employee
• Name of the Employer	• Date of payment
• Period to which the pay relates	• Ordinary hourly rate
• Number of hours worked	• Gross payment
• Any allowances payable, such as site allowance and multi-storey allowance	• Net payment
• Accrued annual leave hours	• Overtime hours
• Balance of accrued RDO hours	• Penalty payments and loadings payable
• Accrued Sick Leave	• Superannuation Contributions
• Income Protection Contributions, if applicable	• Redundancy Contributions, if applicable

On or before the payday the Company will provide each employee with their pay slip. This provision shall be met if the Company forwards the pay slip by electronic means, by courier or by post no later than the payday.

If the pay slip is not received by the employee by the end of the day following the payday and the employee requests the information, the Company must provide the employee with the information by appropriate means (telephone, fax, etc.) during working hours.

Where the Company is unable to provide the above information on employee pay slips, alternate arrangements must be made to ensure that the items are accurately recorded and accessible to the employee and available for inspection in accordance with law.

If, through the fault of the Company, an employee is kept waiting for their wages after the normal pay time on the regular pay day the employee shall be paid an additional \$125 each day they are waiting for their wages until their pay is available or alternative arrangements agreed between the Company and the employee, provided that the employee is not disadvantaged. If the Company does not cause the delay there will be no payment paid to the employee.

Where an action by the Company has delayed the usual day an employee's pay is deposited in their financial account/s, the Company will reimburse that employee any substantiated additional direct charges incurred by that delay (e.g. - A fee for a home loan payment not able to be deducted from an account due to insufficient funds).

Any under payment of wages shall wherever practical and possible be corrected on the next working day. Suitable alternative arrangements shall be made for sites in remote areas.

The Employer will work to resolve any genuine difficulties which may arise for individual employees in relation to payment of wages.

Any fees involved in the transfer of money into the employee's account shall be borne by the Employer. (Up to a maximum of 2 accounts per employee).

When an employee's employment is terminated the Employer will pay all money due to the employee,

including payments made on behalf of the employee, ie superannuation and CIRT, as soon as practicable and, in any case, within forty-eight hours, except where a Sunday or public holiday intervenes, in which case they shall be paid such money not later than noon on the next succeeding working day or, where the employee is paid one week or more in lieu of notice, they shall be paid no later than the next pay day after the notice is given.

If the Employer does not make the payments in accordance with the paragraph above, the employee will be paid at the rate of double time, for all time between the termination of their employment, and payment being made.

All paperwork in relation to the termination of employment, including any and all paperwork required by CIRT, will be completed by the Employer and lodged with CIRT, with a copy provided to the employee, prior to the employee being terminated.

The Company must provide a separation certificate to employees with their termination payment within 3 days of request.

10.2 AGREEMENT POSTING

A complete copy of this Agreement will be exhibited in a conspicuous and convenient place on the premises/significant site of any Employer affected thereby, and will be readily accessible to the employees to whom it applies.

10.3 CALCULATION OF WAGES

10.3.1 Employee's first pay day

On the first pay day occurring during an employee's employment, the wages paid shall be whatever is due up to the completion of work on the previous day.

10.3.2 Calculation of weekly wage rates

- (a) An employee in any particular week of a work cycle, shall be paid wages on the basis of an average of the ordinary hours per week in each work cycle so as to avoid fluctuating weekly wage payments. That is, for employees employed in the Coal Work Division they will be paid an average of 35 hours per week and for employees employed in other than the Coal Work Division they will be paid an average of 36 hours per week.
- (b) Under the averaging system, the employee accrues a monetary "credit" each day the employee works actual ordinary hours in excess of the daily average. That is, where an employee works 8 hours per day, they will receive payment for 7.2 hours and the balance, that is 0.8 of an hour, is credited towards the payment for the rostered day off as it becomes due.
- (c) An employee will also accrue a monetary "credit" for each day absent from duty on annual leave, long service leave, public holidays, paid sick leave, workers compensation, bereavement leave, or paid family leave. That is, where an employee who usually works an 8 hour day takes a day of annual leave, their annual leave entitlement will be debited an amount of 7.2 hours. They will receive payment for 7.2 hours leave and the balance of the 0.8 of an hour, is credited towards the payment for the rostered day off as it becomes due.
- (d) An employee will not accrue a monetary credit for each day absent from duty other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation, bereavement leave, or paid family leave.

- (e) Amount to be Deducted from Average Days Pay - An employee whose ordinary hours are arranged in accordance with clause 5.1 (Hours of Work) and who is paid wages in accordance with clause 4.1 (Wages) and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation, bereavement leave, or paid family leave), shall, for each day the employee is absent, lose average pay for that day by dividing the employee's average weekly rate by 5.
- (f) An employee who is absent from duty for part of a day, other than on paid leave, will lose pay for each hour, or part thereof, the employee is absent from duty at an hourly rate calculated by dividing the employee's average daily pay rate by 7.0 where the employee is employed in the Coal Work Division and 7.2 where the employee is employed in other than the Coal Work Division.

10.4 TIME AND WAGES RECORD

10.4.1 The Employer must make available time and wages records that contains the following particulars for each pay period for each employee, including apprentices and trainees, in accordance with the relevant provisions of the Fair Work Act:

- (a) the employee's classification;
- (b) the Employer's full name;
- (c) the name of the agreement under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the Employer to a superannuation fund.

10.4.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the Employer;
- (e) if appropriate, the date when the employee ceased employment with the Employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Industrial Relations Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

10.4.3 The Employer must keep the record for 7 years.

PART 11 - SIGNATORIES

11.1 SIGNATORIES

Signed by:

 Date 30/4/19
Full Name: DAVID JAMES

For and on behalf of Perigon Pty Ltd of Unit 1/105 Freight Street Lytton Qld 4178

Position in Company: General Manager

Witnessed by:

 Date 30/4/19
Full Name Melanie Tye

Signed by:

 Date 14/5/19
Full Name Peter Ong

of 41 Peel Street South Brisbane Queensland 4101

Title: Divisional Branch Secretary

For and on behalf of the CEPU

Witnessed by:

 Date 14/05/2019
Full Name Kathryn Bignell

APPENDIX 1

1. TRANSFER BETWEEN WORK DIVISIONS

Where an employee is engaged on work attracting two different Divisions' wage rates in one week, the higher rate shall be paid for the full week

2. PAYMENT FOR AUTHORISED LEAVE

An employee whilst on authorised paid leave as defined in clause 4.6A - Redundancy/ Training (Clause 4.6A(a) i - xiii inclusive), shall be entitled to payment all other benefits (eg. superannuation, redundancy etc) in accordance with the provisions of the appropriate work Division applying to the employee at the time of accessing the leave. An employee on authorised unpaid leave shall not be entitled to any all purpose allowance or other benefits with the exception of that defined in clause 4.6A – Redundancy / Training.

3. SUPERANNUATION, REDUNDANCY, FARES & TRAVEL

		Superannuation
		On Commencement
Commercial Construction Work Division		\$245 per week
All Other Work Divisions		SGL
Employee Co-Contributions - All Work Divisions		\$45 per week
		Redundancy/Training
All work divisions (excluding apprentices)		\$115
Apprentices		\$15 per week

	Fares & Travel (All employees, including Adult Apprentices, but excluding Junior Apprentices)	
Commercial Construction, Mt Isa & Weipa Work Division (0 - 50km)	\$51 per day	(\$13 fares + \$38 travel)
All Other Work Divisions	\$46 per day	(\$13 fares + \$33 travel) with time to be .25 hours if greater (0-30km)
	\$51 per day	(\$13 fares + \$38 travel) with time to be .50 hours if greater (30-50km)
	Fares & Travel - Junior Apprentices)	
All Divisions		
1st Year	\$ 33.90	(\$13 fares + 55% of \$38 travel)
2nd Year	\$ 37.70	(\$13 fares + 65% of \$38 travel)

3rd Year	\$ 41.50	(\$13 fares + 75% of \$38 travel)
4th Year	\$ 47.20	(\$13 fares + 90% of \$38 travel)

- (a) For employees required travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.
- (b) Where the company provides an employee with a vehicle there shall be no entitlement to fares.

4. TRADES ASSISTANTS

- a) All trades assistants engaged on Commercial Construction, Other Construction Work, Coal Work, ESI/Generation Work and Mt Isa work within this division will be paid (but not classified) in accordance with the provisions for electrical worker grade 4 as per the Award and as varied by this agreement.
- b) All trades assistants engaged on Workshop Work, Service Work within this division will be paid (but not classified) in accordance with the provisions for electrical worker grade 3 as per the Award and as varied by this Agreement.
- c) All Trades Assistants engaged on Engineering Work, Gladstone Work, QAL Work within this division will be paid as Grade 3. Trades Assistants who have qualifications (i.e scaffolder, rigger etc) other than electrical, or have two years continuous working experience in the electrical industry, will be paid (but not classified) in accordance with the provisions for electrical worker Grade 4 as per the Award and as varied by the Agreement.
- d) Trades assistants will not perform electrical work.
- e) Electrical work includes but not limited to building, erecting and installing cable tray, cable ladder and cable ducts, pulling cables as well as installing underground conduits. The above is not electrical work if the task is directly supervised by a licensed electrician.

COMMERCIAL CONSTRUCTION, GLADSTONE, ENGINEERING, & MT ISA DIVISION WAGE RATES				
Grade	On Commencement		1/07/2019	
	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,394.71	\$66.52	\$2,466.55	\$68.52
Electrical Worker Grade 9	\$2,200.09	\$61.11	\$2,266.09	\$62.95
Electrical Worker Grade 8	\$2,135.00	\$59.31	\$2,199.05	\$61.08
Electrical Worker Grade 7	\$2,005.17	\$55.70	\$2,065.33	\$57.37
Electrical Worker Grade 6	\$1,935.11	\$53.75	\$1,993.16	\$55.37
Foreman Rate Grade 2	\$1,892.31	\$52.56	\$1,949.08	\$54.14
Foreman Rate Grade 1	\$1,852.08	\$51.45	\$1,907.64	\$52.99
Electrical Worker Grade 5 LH	\$1,813.39	\$50.37	\$1,867.79	\$51.88
Electrical Worker Grade 5	\$1,771.61	\$49.21	\$1,824.76	\$50.69
Electrical Fitter	\$1,729.08	\$48.03	\$1,780.95	\$49.47
Communication Tradesperson	\$1,681.23	\$46.70	\$1,731.67	\$48.10
Electrical Worker Grade 4	\$1,640.22	\$45.56	\$1,689.43	\$46.93
Electrical Worker Grade 3	\$1,553.89	\$43.16	\$1,600.51	\$44.46
Electrical Worker Grade 2	\$1,467.57	\$40.77	\$1,511.60	\$41.99
Electrical Worker Grade 1	\$1,381.23	\$38.37	\$1,422.67	\$39.52
Apprentices				
First Year	\$595.87	\$16.55	\$613.75	\$17.05
Second Year	\$819.33	\$22.76	\$843.91	\$23.44
Third Year	\$1,117.28	\$31.04	\$1,150.80	\$31.97
Fourth Year	\$1,340.71	\$37.24	\$1,380.93	\$38.36
Adult Apprentices				
First Year	\$1,117.28	\$31.04	\$1,150.80	\$31.97
Second Year	\$1,191.74	\$33.10	\$1,227.49	\$34.10
Third Year	\$1,251.33	\$34.76	\$1,288.87	\$35.80
Fourth Year	\$1,340.71	\$37.24	\$1,380.93	\$38.36
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.				

OTHER CONSTRUCTION DIVISION WAGE RATES				
Grade	On Commencement		1/07/2019	
	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,144.41	\$59.57	\$2,144.41	\$59.57
Electrical Worker Grade 9	\$1,970.90	\$54.75	\$1,970.90	\$54.75
Electrical Worker Grade 8	\$1,912.88	\$53.14	\$1,912.88	\$53.14
Electrical Worker Grade 7	\$1,797.13	\$49.92	\$1,797.13	\$49.92
Electrical Worker Grade 6	\$1,734.67	\$48.19	\$1,734.67	\$48.19
Foreman Rate Grade 2	\$1,828.90	\$50.80	\$1,828.90	\$50.80
Foreman Rate Grade 1	\$1,777.96	\$49.39	\$1,777.96	\$49.39
Electrical Worker Grade 5 LH	\$1,729.98	\$48.06	\$1,729.98	\$48.06
Electrical Worker Grade 5	\$1,676.65	\$46.57	\$1,676.65	\$46.57
Electrical Fitter	\$1,632.99	\$45.36	\$1,632.99	\$45.36
Communication Tradesperson	\$1,603.46	\$44.54	\$1,603.46	\$44.54
Electrical Worker Grade 4	\$1,527.22	\$42.42	\$1,527.22	\$42.42
Electrical Worker Grade 3	\$1,463.93	\$40.66	\$1,463.93	\$40.66
Electrical Worker Grade 2	\$1,405.91	\$39.05	\$1,405.91	\$39.05
Electrical Worker Grade 1	\$1,348.16	\$37.45	\$1,348.16	\$37.45
Apprentices				
First Year	\$563.58	\$15.66	\$563.58	\$15.66
Second Year	\$774.93	\$21.53	\$774.93	\$21.53
Third Year	\$1,056.72	\$29.35	\$1,056.72	\$29.35
Fourth Year	\$1,268.06	\$35.22	\$1,268.06	\$35.22
Adult Apprentices				
First Year	\$1,056.72	\$29.35	\$1,056.72	\$29.35
Second Year	\$1,125.98	\$31.28	\$1,125.98	\$31.28
Third Year	\$1,183.65	\$32.88	\$1,183.65	\$32.88
Fourth Year	\$1,268.06	\$35.22	\$1,268.06	\$35.22
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.				

SERVICE WORK DIVISION WAGE RATES				
Grade	On Commencement		1/07/2019	
	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,115.16	\$58.75	\$2,115.16	\$58.75
Electrical Worker Grade 9	\$1,941.64	\$53.93	\$1,941.64	\$53.93
Electrical Worker Grade 8	\$1,883.62	\$52.32	\$1,883.62	\$52.32
Electrical Worker Grade 7	\$1,767.86	\$49.11	\$1,767.86	\$49.11
Electrical Worker Grade 6	\$1,705.42	\$47.37	\$1,705.42	\$47.37
Foreman Rate Grade 2	\$1,799.64	\$49.99	\$1,799.64	\$49.99
Foreman Rate Grade 1	\$1,748.70	\$48.58	\$1,748.70	\$48.58
Electrical Worker Grade 5 LH	\$1,700.73	\$47.24	\$1,700.73	\$47.24
Electrical Worker Grade 5	\$1,647.40	\$45.76	\$1,647.40	\$45.76
Electrical Fitter	\$1,603.74	\$44.55	\$1,603.74	\$44.55
Communication Tradesperson	\$1,574.22	\$43.73	\$1,574.22	\$43.73
Electrical Worker Grade 4	\$1,497.97	\$41.61	\$1,497.97	\$41.61
Electrical Worker Grade 3	\$1,434.67	\$39.85	\$1,434.67	\$39.85
Electrical Worker Grade 2	\$1,376.65	\$38.24	\$1,376.65	\$38.24
Electrical Worker Grade 1	\$1,318.90	\$36.64	\$1,318.90	\$36.64
Apprentices				
First Year	\$553.49	\$15.37	\$570.09	\$15.84
Second Year	\$761.05	\$21.14	\$783.88	\$21.77
Third Year	\$1,037.78	\$28.83	\$1,068.91	\$29.69
Fourth Year	\$1,245.34	\$34.59	\$1,282.70	\$35.63
Adult Apprentices				
First Year	\$1,037.78	\$28.83	\$1,068.91	\$29.69
Second Year	\$1,106.98	\$30.75	\$1,140.19	\$31.67
Third Year	\$1,162.32	\$32.29	\$1,197.19	\$33.26
Fourth Year	\$1,245.34	\$34.59	\$1,282.70	\$35.63
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.				

WORKSHOP DIVISION WAGE RATES				
Grade	On Commencement		1/07/2019	
	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,062.40	\$57.29	\$2,124.27	\$59.01
Electrical Worker Grade 9	\$1,888.90	\$52.47	\$1,945.57	\$54.04
Electrical Worker Grade 8	\$1,830.87	\$50.86	\$1,885.80	\$52.38
Electrical Worker Grade 7	\$1,715.13	\$47.64	\$1,766.58	\$49.07
Electrical Worker Grade 6	\$1,652.66	\$45.91	\$1,702.24	\$47.28
Foreman Rate Grade 2	\$1,746.88	\$48.52	\$1,799.29	\$49.98
Foreman Rate Grade 1	\$1,695.96	\$47.11	\$1,746.84	\$48.52
Electrical Worker Grade 5 LH	\$1,647.98	\$45.78	\$1,697.42	\$47.15
Electrical Worker Grade 5	\$1,594.64	\$44.30	\$1,642.48	\$45.62
Electrical Fitter	\$1,550.99	\$43.08	\$1,597.52	\$44.38
Communication Tradesperson	\$1,521.46	\$42.26	\$1,567.10	\$43.53
Electrical Worker Grade 4	\$1,445.21	\$40.14	\$1,488.57	\$41.35
Electrical Worker Grade 3	\$1,381.91	\$38.39	\$1,423.37	\$39.54
Electrical Worker Grade 2	\$1,323.89	\$36.77	\$1,363.61	\$37.88
Electrical Worker Grade 1	\$1,266.17	\$35.17	\$1,304.16	\$36.23
Apprentices				
First Year	\$535.28	\$14.87	\$551.34	\$15.31
Second Year	\$736.02	\$20.45	\$758.10	\$21.06
Third Year	\$1,003.65	\$27.88	\$1,033.76	\$28.72
Fourth Year	\$1,204.39	\$33.46	\$1,240.52	\$34.46
Adult Apprentices				
First Year	\$1,003.65	\$27.88	\$1,033.76	\$28.72
Second Year	\$1,070.55	\$29.74	\$1,102.67	\$30.63
Third Year	\$1,124.08	\$31.22	\$1,157.80	\$32.16
Fourth Year	\$1,204.35	\$33.45	\$1,240.48	\$34.46
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.				

COAL WORK DIVISION WAGE RATES				
Grade	On Commencement		1/07/2019	
	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,300.71	\$65.73	\$2,369.73	\$67.71
Electrical Worker Grade 9	\$2,127.21	\$60.78	\$2,191.03	\$62.60
Electrical Worker Grade 8	\$2,069.19	\$59.12	\$2,131.27	\$60.89
Electrical Worker Grade 7	\$1,953.44	\$55.81	\$2,012.04	\$57.49
Electrical Worker Grade 6	\$1,890.97	\$54.03	\$1,947.70	\$55.65
Foreman Rate Grade 2	\$1,985.20	\$56.72	\$2,044.76	\$58.42
Foreman Rate Grade 1	\$1,934.27	\$55.26	\$1,992.30	\$56.92
Electrical Worker Grade 5 LH	\$1,886.29	\$53.89	\$1,942.88	\$55.51
Electrical Worker Grade 5	\$1,832.95	\$52.37	\$1,887.94	\$53.94
Electrical Fitter	\$1,789.30	\$51.12	\$1,842.98	\$52.66
Communication Tradesperson	\$1,759.77	\$50.28	\$1,812.56	\$51.79
Electrical Worker Grade 4	\$1,683.53	\$48.10	\$1,734.04	\$49.54
Electrical Worker Grade 3	\$1,620.23	\$46.29	\$1,668.84	\$47.68
Electrical Worker Grade 2	\$1,562.22	\$44.63	\$1,609.09	\$45.97
Electrical Worker Grade 1	\$1,504.48	\$42.99	\$1,549.61	\$44.27
Apprentices				
First Year	\$740.91	\$21.17	\$763.14	\$21.80
Second Year	\$941.64	\$26.90	\$969.89	\$27.71
Third Year	\$1,209.28	\$34.55	\$1,245.56	\$35.59
Fourth Year	\$1,410.01	\$40.29	\$1,452.31	\$41.49
Adult Apprentices				
First Year	\$1,209.28	\$34.55	\$1,245.56	\$35.59
Second Year	\$1,276.19	\$36.46	\$1,314.48	\$37.56
Third Year	\$1,329.73	\$37.99	\$1,369.62	\$39.13
Fourth Year	\$1,410.01	\$40.29	\$1,452.31	\$41.49
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.				

QAL & WEIPA DIVISION WAGE RATES				
Grade	On Commencement		1/07/2019	
	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	\$2,378.83	\$66.08	\$2,450.19	\$68.06
Electrical Worker Grade 9	\$2,205.33	\$61.26	\$2,271.49	\$63.10
Electrical Worker Grade 8	\$2,147.31	\$59.65	\$2,211.73	\$61.44
Electrical Worker Grade 7	\$2,031.56	\$56.43	\$2,092.51	\$58.13
Electrical Worker Grade 6	\$1,969.10	\$54.70	\$2,028.17	\$56.34
Foreman Rate Grade 2	\$2,063.32	\$57.31	\$2,125.22	\$59.03
Foreman Rate Grade 1	\$2,012.39	\$55.90	\$2,072.76	\$57.58
Electrical Worker Grade 5 LH	\$1,964.41	\$54.57	\$2,023.34	\$56.20
Electrical Worker Grade 5	\$1,911.07	\$53.09	\$1,968.40	\$54.68
Electrical Fitter	\$1,867.42	\$51.87	\$1,923.44	\$53.43
Communication Tradesperson	\$1,837.89	\$51.05	\$1,893.03	\$52.58
Electrical Worker Grade 4	\$1,761.65	\$48.93	\$1,814.50	\$50.40
Electrical Worker Grade 3	\$1,698.37	\$47.18	\$1,749.32	\$48.59
Electrical Worker Grade 2	\$1,640.34	\$45.57	\$1,689.55	\$46.93
Electrical Worker Grade 1	\$1,582.60	\$43.96	\$1,630.08	\$45.28
Apprentices				
First Year	\$808.31	\$22.45	\$832.56	\$23.13
Second Year	\$1,009.04	\$28.03	\$1,039.31	\$28.87
Third Year	\$1,276.68	\$35.46	\$1,314.98	\$36.53
Fourth Year	\$1,477.41	\$41.04	\$1,521.73	\$42.27
Adult Apprentices				
First Year	\$1,276.68	\$35.46	\$1,314.98	\$36.53
Second Year	\$1,343.59	\$37.32	\$1,383.90	\$38.44
Third Year	\$1,397.12	\$38.81	\$1,439.03	\$39.97
Fourth Year	\$1,477.41	\$41.04	\$1,521.73	\$42.27
*These rates include Tradesperson, mobility, construction, Leading hand and Forepersons allowances where applicable.				

Underground Work

Employees who are employed at or in connection with a mine and who are required to work underground must be paid an additional 12.5% of the appropriate hourly rate for all time worked while working underground.

Mt ISA WORK DIVISION - ADDITIONAL ENTITLEMENTS**Emergency Call Out**

An employee called to an emergency call out must be paid for a minimum of four hours at double time.

Additional Workwear & Safety Footwear

Where required the company shall provide workwear and safety footwear additional to the requirements of clauses 9.11 & 9.12 of this agreement. (eg Lead Smelter)

Travel

Should an employee be required to travel more than 100km each day he or she shall be paid time and one half for all time spent travelling.

Tools

The company must provide at all times and at all worksites lockable accommodation for the preservation of the employees tools.

Mount Isa Allowance

Employees who are employed under this Division will be paid an Allowance of flat per week in accordance with the table below. This allowance will be paid on all authorised absences.

From Commencement
\$136.48

WEIPA WORK DIVISION ADDITIONAL ENTITLEMENTS

Weipa Allowance - in addition to all payments otherwise due, all employees employed on or in connection with electrical contracting work shall be paid an amount of \$113.00 all purpose per week of 36 hours which shall be taken into consideration for the purposes of calculating overtime payments, annual leave, statutory holidays, sick pay and long service leave payments.

Employment categories -

Employees covered by this division shall be advised in writing of their employment category upon appointment. Employment categories are full-time and casual as prescribed.

Mobilisation and De-mobilisation - except in the case of employees who are normally resident in Weipa or whose first enquiry for employment is made in person at Weipa, employees shall have their airfares provided by the employer when travelling to Weipa to start work.

Upon termination of employment for other than serious misconduct, such employees shall be paid the equivalent of return airfares from Weipa to the point of engagement. Provided that, except in the case of employees who leave their employment for legitimate compassionate reasons, such employees continue to carry out their duties to the completion of the work for which they are engaged or for a period of at least 8 weeks.

Rest and Recreation - employees entitled to the provision of Clause 7.1 Living Away from Home shall also be entitled to Leave without Pay as agreed between the employer and employee and free airfares from Weipa to Cairns and return after the first 8 week of employment. Provided such airfares are availed of and employment at Weipa continues thereafter

Future entitlements shall occur every 8 weeks from the date of each employee's original entitlement.

Emergency Callout - an employee called out to an emergency callout shall be paid for a minimum of 4 hours at double time.

Additional Workwear and Safety Footwear - where required the company shall provide workwear and safety footwear additional to the requirements of Clauses 9.11 & 9.12 of this agreement.

Travel - should an employee be required to travel more than 100km each day, he or she shall be paid time and one-half for all time spent travelling.

Tools - the company must provide at all times and at all work sites lockable accommodation for the preservation of the employees tools.

APPENDIX 2

This Appendix reflects the agreement of the Parties respondent to this agreement in respect of worker definitions and wage relativities.

1. Classifications

The percentage relativities referred to in Schedule 1 relate to percentages applying before the application of the first \$8 arbitrated safety net adjustment made in accordance with the February and November 1994 Review of Wage Fixing Principles and payable under the November 1994 State Wage Case decision.

1.1 G1 - Electrical Worker Grade 1

- (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.

1.2 G2 - Electrical Worker Grade 2 - 85% of Base Rate

- (1) 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 and
 - (a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training;
 - (b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

1.3 G3 - Electrical Worker Grade 3

- (1) 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
 - (a) without limiting the scope of the work the employee may perform the work described below to the level of their training:
 - (i) is engaged in storework; or
 - (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or
 - (iii) inspects and tests fire alarm or security alarm equipment; or
 - (iv) under the supervision of a tradesperson or electronics serviceperson;
 - (1) installs radio, communications and related equipment including antenna; or
 - (2) installs fire alarm or security alarm equipment; or
 - (3) installs data and communication cabling
 - (b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.
- (2) Included in this Grade is the work of:
 - (a) Electronic Equipment Tester/Installer Level 1; and
 - (b) Purchasing clerk.

1.4 G4 - Electrical Worker Grade 4

- (1) An Electrical Worker Grade 4 is an employee who:
- (a) 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 their training, is an employee who:
 - (i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or
 - (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
 - (iii) 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 serviceperson:
 - (1) installs radio, communications and related equipment including antenna; or
 - (2) installs fire alarm or security alarm equipment; or
 - (3) installs, terminates and tests data, and communication cabling
 - (iv) 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.
 - (b) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.
- (2) Included in this grade is the work of:
- (a) Purchasing Clerk/Storeperson;
 - (b) Electronic Equipment Tester/Installer Level 2; and
 - (c) Alarm security tester grade 2.

1.5 G5 - Electrical Worker Grade 5

- (1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who;
- (a) who 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 linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.
- (2) Included in this grade is the work of:
- (a) Electrical Fitter;
 - (b) Electrical Fitter (Instrumentation and Process Control);
 - (c) Electrical Mechanic;
 - (d) Alarm Security Technician Grade 1;
 - (e) Alarm Security Tester Grade 3;
 - (f) Television/radio/electronic Serviceperson/mechanic Level 1;
 - (g) Instrument Tradesperson Level 1;
 - (h) Refrigeration/Air-Conditioning Tradesperson Level 1; and
 - (i) Linesperson/Cable Jointer Level 1.

1.6 G6 - Electrical Worker Grade 6

- (1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition
- (a) has successfully completed
 - (i) 33% of the qualification specified for Grade 7; or
 - (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Agreement; or
 - (b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5.
 - (c) is employed to use the skills acquired through the training or experience specified.
- (2) Included in this grade is the work of:
- (a) Electrical Tradesperson Level 2;
 - (b) Television/Radio/Electronic Serviceperson Level 2;
 - (c) Instrument Tradesperson Level 2;
 - (d) Refrigeration/Air-Conditioning Tradesperson Level 2;
 - (e) Linesperson/Cable Jointer Level 2; and
 - (f) Alarm/Security Technician Grade 2.

1.7 G7 - Electrical Worker Grade 7

- (1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:
- (a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years experience in the industry,
 - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
- (a) Alarm/Security Technician Grade 3;
 - (b) Communications Tradesperson - Special Class;
 - (c) Electrical Linesperson - Live Line;
 - (d) Electrician Special Class;
 - (e) Electronic Serviceperson Grade 3;
 - (f) Instrument Tradesperson - Complex Systems;
 - (g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and
 - (h) Television/Radio/Electronic Serviceperson Grade 3.

1.8 G8 - Electrical Worker Grade 8

- (1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:
- (a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years experience as an Electrical Worker Grade 7; and
 - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
- (a) Electronic Tradesperson;
 - (b) Instrumentation and Controls Tradesperson;
 - (c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and
 - (d) Installation Inspector. [see clause 1.6 - Definitions]

1.9 G9 - Electrical Worker Grade 9

- (1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:
 - (a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and
 - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
 - (a) Alarm/Security Technician Grade 4;
 - (b) Electronic Serviceperson Grade 4;
 - (c) Television/Radio/Electronic Serviceperson Grade 4; and
 - (d) Refrigeration/Air-Conditioning Tradesperson Level 4.

1.10 G10 - Electrical Worker Grade 10

- (1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:
 - (a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and
 - (b) is employed to use the skills acquired through the training and/or experience specified.
- (2) Included in this grade is the work of:
 - (a) Electrical Tradesperson Level 5;
 - (b) Television/Radio/Electronic Serviceperson Grade 4;
 - (c) Electronic Serviceperson Level 5;
 - (d) Instrument Tradesperson Level 5; and
 - (e) Refrigeration/Air-Conditioning Tradesperson Level 5.

2. Classification Definitions

- 2.1 **"Alarm/Security Technician Grade 1"** means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

- 2.2 **"Alarm/Security Technician Grade 2"** means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

- 2.3 **"Alarm/Security Technician Grade 3"** means an Alarm/Security Technician who:
- (a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,
 - (b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the

equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

- 2.4 **"Alarm/Security Technician Grade 4"** means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

- 2.5 **"Alarm/Security Tester Grade 1"** means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

- 2.6 **"Alarm/Security Tester Grade 2"** means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

- 2.7 **"Alarm/Security Tester Grade 3"** means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems,

closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

- 2.5 **"Communications Tradesperson - Special Class"** shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable; and
- (b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in clause 1.6.10(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

- 2.9 **"Electrical Fitter"** shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

- 2.10 **"Electrical Fitter (Instrumentation and Process Control)"** means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

- 2.11 **"Electrical Labourer"** shall mean an employee, not otherwise provided for in this Agreement, who is doing work necessary for electrical work.

- 2.12 **"Electrical Linesperson"** shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

- 2.13 **"Electrical Linesperson - Live Line"** shall mean an Electrical Linesperson as defined in this Agreement who is required to carry out "Live Line Work" as prescribed in the *Electricity Act 1994*.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

- 2.14 **"Electrical Mechanic"** shall mean an employee engaged in placing or affixing or running electrical

conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

- 2.15 **"Electrical Storeperson"** shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.
- 2.16 **"Electrical Tradesperson's Assistant"** shall mean an employee directly assisting a tradesperson.
- 2.17 **"Electronic Equipment Tester/Installer Grade 1"** means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.
- 2.18 **"Electronic Equipment Tester/Installer Grade 2"** means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.
- 2.19 **"Electronic Serviceperson Grade 1"** means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.
- 2.20 **"Electronic Serviceperson Grade 2"** means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.
- 2.21 **"Electronic Serviceperson Grade 3"** means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

- (a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and
- (b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience referred to in clause 1.6.26(a), gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

- 2.22 **"Electronic Serviceperson Grade 4"** means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in this definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

- 2.23 **"Electronic Serviceperson Grade 5"** means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

- 2.24 **"Electronics Tradesperson"** means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.
- (b) Work under minimum supervision and technical guidance.
- (c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the

scope of the work described in this definition.

2.25 **"Fire-alarm Systems"** means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

2.26 **"Installation Inspector"** shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

- (a) Possess a certificate of competency as an Electrical Mechanic
- (b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:
 - (i) AEL 223 - Electrical Installation Work.
 - (ii) AEL 226 - Electrical Practices and Responsibilities.
 - (iii) AEL 122 - Electrical Installation Testing.
- (c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

2.27 **"Instrument Tradesperson"** means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the *Electricity Act 1994* or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

2.28 **"Instrument Tradesperson - Complex Systems"** means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

- (a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and
- (b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a) above.

2.29 **"Instrumentation and Controls Tradesperson"** means an instrument tradesperson working mainly

at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment;
- (b) Work under minimum supervision and technical guidance;
- (c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.30 "Jointer" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* shall be recognised as proof of efficiency.

2.31 "Journeyman" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

2.32 "Lines Clearance Operator" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

2.33 "Purchasing Clerk" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

2.34 "Radio Mechanic" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

2.35 "Refrigeration Mechanic or Serviceperson Grade I" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

2.36 **"Refrigeration Mechanic or Serviceperson Grade 2"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years experience as a tradesperson engaged on complex or intricate circuitry or both.

2.37 **"Refrigeration Mechanic or Serviceperson Grade 3"** means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

2.38 **"Refrigeration Mechanic or Serviceperson Grade 4"** means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

- (a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;
- (b) Work under minimum supervision and technical guidance;
- (c) Provide technical guidance within the scope of the work described in this definition; and
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

2.39 **"Security Alarm Systems"** means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

2.40 **"Television Antenna Installer/Erector"** means an adult employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

2.41 **"Television/Radio/Electronic Equipment Serviceperson Grade I"** means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

2.42 **"Television/Radio/Electronic Equipment Serviceperson Grade 2"** means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years experience, as a tradesperson, working on visual and/or sound receiving, recording and/or

reproduction devices and associated equipment and associated electronics products.

2.43 **"Television/Radio/Electronic Equipment Serviceperson Grade 3"** means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

2.44 **"Television/Radio/Electronic Equipment Serviceperson Grade 4"** means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of

- (a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment
- (b) Working under minimum supervision and technical guidance.
- (c) Providing technical guidance within the scope of the work described in the definition.
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.45 **"Television/Radio/Electronic Equipment Serviceperson Grade 5"** means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

2.46 **"Television Mechanic"** shall mean an employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

2.47 **"Truck Attendant"** shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

3 SKILL STREAMS

The Agreement provides a career path in 5 broad skill streams within the electrical/electronic industry:

3.1 *Stream One - Electrical (Construction/Service/Workshop)*

- (a) This includes all electrical work normally associated with the work of an Electrical Mechanic, Electrical Fitter, Electrician - Special Class and Electronic Tradesperson.
- (b) It includes electronic work to the extent that Electrician - Special Class and Electronic Tradesperson undertake electronic work as defined.

3.2 *Stream 2 - Electronic Service*

- (a) This includes the work described in clause 1.6 within the definitions of:
 - (i) Electronic Equipment Tester/Installer;
 - (ii) Television Antenna Installer/Erector;
 - (iii) Alarm/Security Tester;
 - (iv) Electronics Serviceperson;
 - (v) Television/Radio/Electronic Serviceperson;
 - (vi) Alarm/Security Technician.
- (b) The Electronic Service Stream will cover all types of electronic work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:
 - (i) computers, peripherals and other electronic equipment;
 - (ii) fire alarms, Security Alarm Systems and surveillance systems;
 - (iii) communications equipment and radio/television/public address systems.

3.3 *Stream 3 - Instrumentation*

This stream includes instrument and instrumentation work normally associated with the work of Instrument Tradespeople, Electrical/Instrument Tradespeople, Instrument Trades - Complex Systems and Instrumentation and Controls Tradespeople.

3.4 *Stream 4 - Refrigeration/Air Conditioning*

This stream includes work in or in connection with electrically operated refrigeration and air-conditioning, plant, equipment or systems.

3.5 *Stream 5 - Lines/Cable Work (Power Distribution)*

This stream includes all the work normally associated with the work of Linespersons and/or Cable Jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical distribution lines and systems.

