

Appendix C– Queensland and Northern Territory

1.1 Classifications

1.1.1 The following classifications shall apply to Employees engaged in Queensland and Northern Territory:

| Level | Classification | Duties |
|---------|---|---|
| Level 1 | Trade Assistant – Nil Experience | An Employee at this level performs manual functional support duties under routine supervision. The Employee may work in one of a range of duties including labouring, traffic control or assisting trades-persons. Employees must advance to Level 2 within Three (3) months of the commencement of their employment with the Employer. |
| Level 2 | Trade Assistant | An Employee at this level performs manual functional support duties under routine supervision. The Employee may work in one of a range of duties including labouring, assisting trades-persons or Asset Inspector assistant/Trainee |
| Level 3 | Trade Assistant – Intermediate | An Employee at this level performs work from instructions & procedures under general supervision. The Employee may work in one of a range of duties including tree trimming, store work, truck attendant duties, asset inspector, training to become a linesperson/jointer & assisting tradesperson |
| Level 4 | Trade Assistant - advanced | In addition to the duties outlined in Level 3, a Level 4 Employee will possess advanced qualifications that assist the Employer to more effectively complete work requirements. These qualifications at this stage include Lifter/Borer Operator (Live HV). Others may be added throughout the term of the agreement in accordance with Clause 1.5. |
| Level 5 | Tradesperson | An Employee at this level shall be an experienced tradesperson holding a recognised Australian or relevant state trade qualification as a linesperson, jointer, electrical fitter, electrical mechanic (or equivalent). The Employee shall perform routine, non-complex, trade work under general supervision. |
| Level 6 | Tradesperson Advanced and Live Linesman (Stick) | An employee at this level shall be skilled in a substantial range of activities on a range of complex equipment types. The employee will have trade qualifications & shall be either multi-skilled or experienced in trade tasks. The employee must be able to perform technical specialist duties in areas such as: sub-stations, HV switching, connection of complex installations, specialist HV line-work & specialist HV jointing. The employee may be required to work without continuous |

| | | |
|---------|-----------------------|---|
| | | <p>supervision & to provide technical guidance to others in the work team.</p> <p>An employee may also be engaged at this classification level if they possess a dual trade qualification, being a Linesperson & EFM, or alternatively possess, in addition to a single trade qualification, advanced certified qualifications in HV Jointing, HV Switching Recipient, and Level 2 HV Cable Testing.</p> <p>Or</p> <p>An Employee at this level shall be a qualified & certificated live line stick operator.</p> |
| Level 7 | Live Linesman (G&B) | An Employee at this level shall be a qualified & certificated glove and barrier live linesman. |
| Level 8 | Supervisor Electrical | An Employee at this level shall work as a specialist & /or supervise & where necessary train other Employees. The Employee shall possess a high level of interpersonal & technical electrical skills. |

1.2 Rates of Pay

1.2.1 The following rates of pay shall apply to Employees engaged in Queensland and Northern Territory:

| Level | Classification | Date of Lodgement | 1 July 2012 | 1 July 2013 |
|---------|---------------------------------|-------------------|-------------|-------------|
| Level 1 | Trade Assistant –Nil Experience | \$28.74 | \$30.46 | \$31.99 |
| Level 2 | Trade Assistant | \$28.89 | \$30.62 | \$32.15 |
| Level 3 | Trade Assistant – Intermediate | \$29.81 | \$31.60 | \$33.18 |
| Level 4 | Trade Assistant - Advanced | \$31.67 | \$33.57 | \$35.25 |
| Level 5 | Tradesperson | \$35.10 | \$37.21 | \$39.07 |
| Level 6 | Live Linesman (Stick) | \$36.78 | \$38.99 | \$40.94 |
| Level 7 | Live Linesman (G&B) | \$39.05 | \$41.39 | \$43.46 |
| Level 8 | Supervisor Electrical | \$40.75 | \$43.20 | \$45.35 |

1.2.2 The following rates of pay shall apply for Apprentices engaged in Queensland and Northern Territory:

| Classification | Date of Lodgement | 1 July 2012 | 1 July 2013 |
|--|-------------------|-------------|-------------|
| Adult Apprentices: | | | |
| Adult Apprentice – 1 st Year | \$26.33 | \$27.91 | \$29.30 |
| Adult Apprentice – 2 nd Year | \$28.08 | \$29.77 | \$31.26 |
| Adult Apprentice – 3 rd Year | \$29.84 | \$31.63 | \$33.21 |
| Adult Apprentice – 4 th Year | \$33.35 | \$35.35 | \$37.12 |
| Junior Apprentices: | | | |
| Junior Apprentice – 1 st Year | \$19.13 | \$20.79 | \$21.29 |
| Junior Apprentice – 2 nd Year | \$21.94 | \$23.26 | \$24.422 |
| Junior Apprentice – 3 rd Year | \$26.85 | \$28.47 | \$29.89 |
| Junior Apprentice – 4 th Year | \$31.94 | \$33.86 | \$35.55 |

2 Redundancy / Training An individual Employer may offset an individual's redundancy entitlements in whole or in part by payments into C.I.R.T. (Qld) Pty Ltd Redundancy Trust Fund. Where this offset facility is used the rules are to apply in this Part are to apply.

2.2.1 For the purposes of this Part:

"Authorised leave" will 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;
- (vii) Income protection;
- (viii) Rostered days off;
- (ix) Work Cover;
- (x) Any leave which is paid for by the Employer;
- (xi) Any leave pursuant to this Enterprise Agreement;

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

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

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

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

2.3.1 The Employer will remit the following amount for the purpose of training and redundancy, subject to the provisions & definitions of this clause on the following basis: -

- (a) \$75.00 from Date of Lodgement;
- (b) \$80 from 1 July 2012;
- (c) \$85 from 1 July 2013.

2.3.2 In the event that the premium is adjusted by the Fund, the employer agrees to meet any additional premium costs.

2.4.1 Employees, other than apprentices and trainees, engaged on work as defined in this Agreement are entitled to the CIRT provisions in the nominated amounts stated within. The redundancy C.I.R.T scheme does not apply to apprentices/ trainees. Leave of absence without pay does not accumulate payments to CIRT.

2.5.1 The Employer will provide a separation certificate to Employees with their termination payment. The Employer agrees to accurately and expediently complete a certificate of

employment in writing to certify to the length of their employment and forward a copy to C.I.R.T. to allow the prompt processing of redundancy payments if appropriate as well as to compile a data base, access to which information will be only available to the Trustee.

2.6

- 2.6.1 As from the Date of Lodgement, when an Employee is terminated by the Employer on account of bona fide redundancy (as defined) the Employer will pay a lump sum that covers the Employers obligation in regard to Termination Change and Redundancy provisions less any credits available in the Employees' account in C.I.R.T.
- 2.6.2 Where the obligation is totally covered by the credits available in the Employee's account in C.I.R.T., the Employer will certify the details on the Employees' certificate of employment, which will enable the Employee to claim from the Fund.
- 2.7.1 All Employees, inclusive of casuals but excluding apprentices/trainees, are on and from the date of certification entitled to have payments made to CIRT ("the CIRT payment") by the Employer on their behalf.
- 2.7.2 The entitlement to the CIRT payment for a pay period will arise when the Employee has worked 19 hours or more during a pay period provided that all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.
- 2.7.3 In circumstances where an Employee's entitlement to the CIRT payment arises whilst the Employee is on authorised leave then the CIRT payment will be made in the same quantum as the CIRT payment paid by the Employer in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.
- 2.7.4 Subject to this clause, for work performed by an Employee in any pay period commencing on or after the date of certification and which is provided for in a relevant Division, the CIRT payment will be the amount set out in the wages and other remuneration clause of that Division under the heading "Redundancy/Training" less the amount of \$10.00.
- 2.7.5 For the purposes of 2.7.3 and 2.7.4, an Employee will be deemed to have performed work provided for in relation to a relevant Division for the whole of the pay period if the Employee has worked for 19 hours or more in that pay period in work which is provided for in that Division.
- 2.7.6 The Employer will at the time of termination:
- (a) Provide a separation certificate to the Employee with the Employee's termination payment;
 - (b) Ensure all contributions owing to CIRT in relation to the Employee are paid up to date; and
 - (c) Complete a certificate of employment on the form provided by CIRT to certify the length of the Employee's employment with the Employer and to forthwith forward that certificate to CIRT.
- 2.7.7 When an Employee's employment is terminated by the Employer on account of redundancy the Employer will pay to the Employee a lump sum that equals the amount the Employer is obliged to pay pursuant to the relevant industrial instrument in regard

to redundancy less any credits in the Employee's account in CIRT, provided that if the Employer's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in CIRT, then the Employer will not be liable for any further payments in relation to redundancy pursuant to this Clause.

- 2.7.8 All CIRT payments will be paid to CIRT(Q) on or before the 15th of each month.
- 2.7.9 The CIRT payment will be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.
- 2.8.1 The Employer will make payments to Jetco Inc for the purposes of training within the Queensland and Northern Territory Electrical Contracting Industry ("the training contribution").
- 2.8.2 The training contribution will be a total amount being the sum of \$10 per pay period per Employee, inclusive of casuals but excluding apprentices/trainees, employed by the Employer who have worked 19 hours or more in the pay period concerned.
- 2.8.3 For the purposes of 2.8.2 all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorized leave.
- 2.8.4 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".
- 2.8.5 The training contribution is to be made to Jetco Inc on or before the 15th of each month.
- 2.8.6 The training contribution will be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.
- 2.8.7 No Employee will, pursuant to this clause, be entitled to receive any payment from the Employer directly or indirectly, provided that Employees will be entitled, subject to Jetco Inc's agreement, to recover from Jetco Inc reimbursement of approved training costs.
- 2.9.1 The Employer will, for administrative purposes only, remit the CIRT payment to CIRT (Qld) Pty Ltd and the training payments to Jetco Inc, respectively referred to in this Part as one sum of money, and the receipt of CIRT (Qld) Pty Ltd will be a sufficient receipt for determining compliance.

3 Allowances and Superannuation

3.1 Availability Duty Allowance

3.1.1 For the purposes of this Clause:

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

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

3.1.2 Employees required to perform duties of an on-call Employee, duty Employee or duty supervisor (or a combination of on-call/duty Employee) who are on an Availability Duty Roster on a continuous basis, will be paid a flat rate \$35.00 per day.

3.1.3 Notwithstanding the circumstances described above (for Employees on permanent after hours call out rosters), Employees who are required to perform after hours call out duties from time to time will be able to claim the availability duty allowance for each day they are required to be available.

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

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

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

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

3.1.8 If an Employee’s RDO falls within a period they are rostered on-call, the RDO will be rescheduled by mutual agreement to another date in the pay period outside of the availability roster period or elect to bank the RDO.

3.1.9 An on-call or duty Employee will have one day added to their annual leave for each public holiday on which they are required to be on duty.

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

3.2.1 All Employees who are working on a “Commercial Construction / Engineering Construction Sites” shall be paid the following Allowance.

3.2.2 The scale of hourly site allowance is:

| Total Construction Contract Value in Millions of Dollars | Site Allowance |
|---|-------------------|
|---|-------------------|

| | | | |
|------|----|-----|---------------|
| 5.7 | To | 15 | \$1.00 |
| 15 | To | 35 | \$1.35 |
| 35 | To | 50 | \$1.70 |
| 50 | To | 75 | \$1.95 |
| 75 | To | 100 | \$2.20 |
| 100 | To | 125 | \$2.50 |
| 125 | To | 150 | \$2.90 |
| 150 | To | 175 | \$3.05 |
| 175 | To | 200 | \$3.30 |
| 200 | To | 225 | \$3.65 |
| 225 | To | 250 | \$4.00 |
| 250 | To | 300 | \$4.30 |
| 300 | To | 350 | \$4.65 |
| 350 | To | 400 | \$4.95 |
| 400 | To | 500 | \$5.40 |
| >500 | | | \$6.00 |

Conditions of payment

- 3.2.3 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.
- 3.2.4 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 Employer.
- 3.2.5 The site allowance compensates for all special factors and/or disabilities on a project and is in lieu of the following Award special rates - confined space, wet work, dirty work, second hand timber and fumes.
- 3.2.6 The allowance is not subject to any premium or penalty and shall compensate for all disabilities associated with that worksite.

3.3 Superannuation

- 3.3.1 The Employer will ensure that every Employee bound by this agreement is a member of an approved Superannuation Fund. The only approved Superannuation Fund within this Agreement is SPEC-Q or its successor. Employee's employed prior to the approval date of this Agreement in different funds, are free to remain with their respective Superannuation Funds if they choose to do so.
- 3.3.2 The Employer will make superannuation contributions on behalf of Employees in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) (currently providing for an amount equal to 10% of the Employee's ordinary time earnings). Further adjustments to the percentage contribution shall be made in accordance with any change to the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 3.3.3 In addition to the superannuation payments stated in this clause the Employer will contribute an amount equivalent to 15.5% of the Superannuation Guarantee legislation

obligation (i.e. 10% of the Employee's ordinary weekly earnings as defined in this Agreement), to the Superannuation Fund for provision of income protection insurance.

- 3.3.4 Death Cover will be maintained at no less than \$100,000 per Employee for Employees up to age 55. After the age of 55 death cover will be maintained in accordance with the SPEC Q Trust Deed.
- 3.3.5 Where payment is made monthly and contributions lapse by thirty-one (31) days from the end of the month in which the last The Employer contribution was made Employees may access the disputes procedure of this agreement to rectify the lapse.

4 Occupational Health and Safety

4.1 Work in Rain

- 4.1.1 The Employer will supply suitable waterproof clothing, where practicable, to Employees who are required to work in the rain.
- 4.1.2 Regardless of the foregoing, where in the performance of such work, an Employee whose clothes become substantially wet from rain will be paid double rates for all work so performed and such payment will continue until the Employee is able to change into dry clothing or until work ceases, whichever is the earlier. Where the Employee has to have their lunch in substantially wet clothing, then they will be paid double time for such lunch period.
- 4.1.3 Where a call-out involves work in the rain and where such call-out entitles an Employee only to the minimum payment prescribed by this Agreement, the penalty for work in the rain will be paid in addition to such minimum payment.
- 4.1.4 Note it is the Employee's responsibility to seek approval from the Employee's manager or supervisor before working in rain.
- 4.2.1 The parties agree to the formation of a joint safety forum within 3 months of the date of certification of this agreement, to overview safety performance and safety issues within the Employer.
- 4.2.2 This forum will meet on a 3 monthly basis or as determined by the joint parties and review any issues that may have arisen over the preceding period.
- 4.2.3 The parties acknowledge the importance of the joint safety committee engaging in safety audits to ensure consistent Workplace Health & Safety outcomes for Employees. The Employer commits to providing Workplace Health & Safety Officer Level Two (2) training, at an agreed training establishment for all Union nominated safety representatives engaged in such functions.
- 4.3.1 In order to assist Employees with work wear expenses, and promote a uniformly neat and tidy the Employer image, the Employer will provide Employees with work wear, as provided below. All clothing will be Australian made wherever practicable.
- 4.3.2 Employees will be issued with five (5) full-length trousers and five (5) shirts, each item bearing the Employers embroidered logo on commencement. These items of clothing will be replaced annually or more frequently on a fair wear and tear basis.
- 4.3.3 Employees that are required to work away from home will receive an initial issue of seven (7) full-length trousers and seven (7) shirts, each item bearing the Employers embroidered logo on commencement. These items of clothing will be replaced annually or more frequently on a fair wear and tear basis.
- 4.3.4 Where Employees have personal prescription glasses that are damaged as a consequence of work related activities, the cost of repairing/replacing the glasses will be covered by the Employer if the damage is as a consequence of fair wear and tear. This will be limited to \$350 per occurrence.
- 4.4.1 Employees will be supplied with safety footwear within 3 months of commencement (if required), which meets the requirements of the Workplace Health and Safety Act and Regulations and will be of a reasonable standard of comfort. These items will be

replaced on a fair wear and tear basis.

- 4.4.2 If an Employee determines that the type of footwear supplied is not suitable for his/her comfort, and chooses to purchase more expensive footwear then the Employee will be reimbursed up to \$100.00 for replacement safety footwear on a fair wear and tear basis, upon return of the safety footwear to be replaced and providing the Employer with the original receipt for purchase of the replacement set.
- 4.5.1 The Employer acknowledges that the Queensland and Northern Territory have a climate that can cause serious injury or death if not properly managed. In order to manage workers exposure to Queensland and Northern Territory's climate Employees will be educated in managing heat stress in relation to their particular body's metabolism.
- 4.5.2 In all circumstances the Employer will do everything reasonably practical to ensure that workers are not putting themselves at risk of dehydration or heat stress. At no time is the Employee's health to be compromised in order to meet work requirements.
- 4.5.3 In order to avoid the impacts of heat stress, The Employer will ensure that a formal risk assessment is conducted for each project. The risk assessment must cover any risks associated with working in hot, humid environments and must provide adequate control measures to minimise the incidence of heat stress or any heat related illness to a safe level.
- 4.5.4 The following table provides control measures that shall be considered:

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