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## **Part 1. Application And Operation**

### **1.1 Introduction**

1.1.1 This agreement has been negotiated between the Employerthe Employees and the Union.

### **1.2 Title& Arrangement**

1.2.1 The title of this Agreement is the EMPLOYER and CEPU Union Enterprise Agreement 2011 – 2014.

1.2.2 This Agreement is comprised of the Core Document and Appendices A through H.

1.2.3 Appendix A sets out the rate of pay and classification structure for Employees engaged in any State or Territory who perform work exclusively on non-electrical, telecommunications assets. For such Employees,Appendix A overrides Appendices B through G to the extent of any inconsistencies.

1.2.4 Where an Employee described at clause 1.2.3 performs incidental work on a limited, short-term nature on electrical assets, that Employee shall be paid in accordance with clause 1.2.5 whilst performing such work.

1.2.5 Appendices B through G set out specific conditions for Employees engaged in specified Jurisdictions (“the Jurisdiction Appendices”). The pay rates and classifications apply to all Employees other than those described at clause .1.2.3. The Jurisdiction Appendices are to complement the conditions found in the Core Document. However, where a term of a Jurisdiction Appendix conflicts the provisions of the Core Document, the term of the Jurisdiction Appendix shall apply.

1.2.6 Where Employees perform work at a site covered by a project agreement, and such agreement contains higher rates of pay than this Agreement, the Employees shall receive that higher rate of pay.

### **1.3 Agreement objectives**

1.3.1 The Employer, the Employees and the Union have a common interest in the safe and efficient delivery of the National Broadband Network ensuring the highest possible quality. This requires a stable and safe working environment and harmonious relations between the Employer, its Employees and the Union. Progress in the industry demands mutual confidence between the parties. All will benefit by continuous peace and by resolving any differences by a rational method.

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

- (a) Ensuring customer satisfaction in the provision of services.
- (b) Increasing the competitiveness, productivity, efficiency and flexibility of the Employer and its workforce.
- (c) Creating a co-operative, safe and productive environment on the Employer's projects.
- (d) Continuing the development of efficient and adaptable management and work practices.
- (e) Establishing and developing better and more effective communication and consultation between the Employer, Employees and the Union.
- (f) Ensuring that all Employees covered by this agreement receive a ‘fair go’;

- (g) Improving job security and the working environment.
- (h) To provide for the use of the full range of skills and knowledge held by Employees.
- (i) To implement a training skills enhancement program consistent with the provisions of this Agreement for all Employees.
- (j) To substantially reduce disputation and eliminate lost time due to disputation.

#### 1.4 The Parties

1.4.1 The parties to this Agreement are:

- (a) the Employer;
- (b) the Employees; and
- (c) the Union.

1.4.2 The Agreement shall apply to and be binding upon all parties<sup>1</sup>.

#### 1.5 Definitions

1.5.1 Unless the context requires otherwise, in this Agreement:

“**ACCC**” means the Australian Competition and Consumer Commission;

“**Act**” means the *Fair Work Act 2009* (Cth) as amended or replaced from time to time;

“**Adult apprentice and trainee**” means any person who is 21 years of age or over at the time of commencing an apprenticeship or traineeship.

“**Afternoon Shift**” means any shift finishing after 6pm and at or before midnight;

“**Agreement**” means this Union Enterprise Agreement;

“**Appendices**” means Appendices A through H;

“**ATO**” means the Australian Taxation Office;

“**Award**” means the Electrical, Electronic and Communications Contracting Award 2010, as varied from time to time;

“**Employer**” means (INSERT COMPANY NAME AND ACN);

“**Code**” means the National Code of Practice for the Construction Industry.

“**Competition and Consumer Act 2010**” means the *Competition and Consumer Act 2010* (Cth) as amended or replaced from time to time.

“**Consultation**” means the timely exchange of relevant information and ideas in such a manner that the Parties are provided with a bona fide opportunity to influence the decision maker;

“**Core Document**” means this Agreement, exclusive of the Appendices;

“**Date of Approval**” means seven (7) days after approval of the Agreement by the FWA;

“**Depot**” means a depot or other usual fixed place of business of the Employer;

“**EE-OZ**” means the ElectroComms and Energy Utilities Industry Skills Council Ltd ACN 070 582 017;

“**Electrotechnology Tradesperson**” means an Employee holding a Certificate III under a relevant electrotechnology or telecommunications training package or equivalent;

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<sup>1</sup> Note that the Union will only be covered by this Agreement if it elects to in accordance with section 183 of the *Fair Work Act 2009* and it is noted in the decision of Fair Work Australia to approve the agreement that the agreement covers the Union.

**"Employee"** means an Employee of the Employer engaged in connection with the design, make ready, construction, rollout, installation and commissioning of the NBN engaged within 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;

**"Fair Work Principles"** means the Australian Government Fair Work Principles

**"FWA"** means the Fair Work Australia or any successor body;

**"Home Jurisdiction"** means the Jurisdiction in which the Employee's assigned Depot is located;

**"Make ready"** is the adding, altering, amending, constructing, manufacturing, removing or replacing of Electrical or Telecommunications infrastructure to enable the installation of Fibre Optic Cable;

**"NBN"** means the National Broadband Network;

**"NBN Co"** means the National Broadband Network Co ACN 136 533 741;

**"Night Shift"** means any shift starting after 6pm and finishing after midnight and at or before 7:00 a.m.;

**"OH&S Legislation"** means:

- *Occupational Health and Safety Act 2000* of New South Wales
- *Occupational Health and Safety Act 2004* of Victoria
- *Workplace Health and Safety Act 1995* of Queensland
- sections 49G and 49I to 49O of the *Industrial Relations Act 1979* of Western Australia, but only to the extent to which those provisions provide for, or relate to, a right of entry to investigate a suspected contravention of:
  - (a) the *Occupational Safety and Health Act 1984* of that State; or
  - (b) the *Mines Safety and Inspection Act 1994* of that State
- *Work Safety Act 2008* of the Australian Capital Territory
- *Workplace Health and Safety Act 2007* of the Northern Territory

**"Permit Holder"** means any officer or Employee of the Union who holds an entry permit under Division 3-4 of the *Fair Work Act 2009*;

**"Permitted matters"** means:

- matters pertaining to the relationship between the Employer the Employees;
- matters pertaining to the relationship between the Employer and the Union;
- deductions from wages for any purpose authorised by an Employee; and
- how the agreement will operate.

**"Probation"** means the minimum employment period of six (6) months;

**"Shift Work"** shall mean work done by continuous separate relays of Employees working recognised hours, preceding, during, or following the ordinary hours or work;

**"Union"** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

- 1.5.2 For the purposes of this Agreement, an Employee “**who performs work exclusively on non-electrical, telecommunications assets**” is an Employee who:
- is not required to exercise, or work under the direction of, or work in the immediate proximity of a person required to exercise, an electrical licence;
  - performs work solely on telecommunications assets at extra-low voltages, such as underground copper or fibre optic cabling; and
  - who does not perform work on, or relating, to electrical assets, such as aerial electrical poles, towers or powerlines.
- 1.5.3 For the purposes of this Agreement, “**Jurisdiction**” means each of:
- New South Wales and the Australian Capital Territory;
  - Queensland and the Northern Territory;
  - South Australia;
  - Tasmania;
  - Victoria; and
  - Western Australia,
- 1.5.4 Employees who first perform work within Australia, but outside of these States or Territories (e.g. on Norfolk Island) shall be treated as if they were engaged in the Australian Capital Territory.
- 1.6 Application of agreement**
- 1.6.1 This Agreement applies to the Employer with respect to the employment of all Employees as defined in Clause 1.5.1 of this Agreement engaged in connection with the design, make ready, construction, rollout, installation and commissioning of the NBN.
- 1.6.2 This Agreement applies to Employees covered by the appendices to this Agreement engaged in connection with the design, make ready, construction, rollout, installation and commissioning of the NBN.
- 1.7 Date and period of operation**
- 1.7.1 In accordance with the provisions of the Act this Agreement commences 7 days after the approval by FWA and has a nominal expiry date of 1 **March** 2014.
- 1.7.2 Upon commencement of this Agreement, Employees shall be granted a one-off payment equivalent to the amount they would have received had this Agreement commenced upon 1 **March** 2011, less equivalent payments which may be set off against this bonus.
- 1.7.3 This Agreement will continue to operate beyond its nominal expiry date until it is replaced or terminated by law.
- 1.7.4 The parties commit to commence renegotiation of this Agreement no later than six (6) months prior to the nominal expiry date.
- 1.8 No extra claims**
- 1.8.1 The Parties agree that there will be no further claims in respect of any issues except for movements made in the Award or National Employment Standards which take entitlements in excess of the conditions contained in this Agreement.

**1.9 Agreement review**

- 1.9.1 The Parties to this Agreement agree to meet regularly, and at least once every 6 months, to review the operation of the Agreement.

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## **Part 2. Communication And Dispute Resolution**

### **2.1. Dispute Settlement Procedure**

#### *General*

- 2.1.1 The matters to be dealt with in this procedure include all grievances or disputes between an Employee(s) and the Employer, or the Union and the Employer in respect to any permitted matters. This also includes any disputes relating to contested position appointments or issues relating to the composition of the workforce. This procedure applies to a single Employee or to any number of Employees.
- 2.1.2 Whilst the procedure in this clause is being followed, normal work will continue except in the case of a genuine safety issue directly affecting the performance of the work.
- 2.1.3 The status quo will be maintained whilst the procedure in this clause is being followed. In this clause, status quo means the circumstances that prevailed immediately prior to any change being implemented.
- 2.1.4 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it will be open to any party to the dispute to give notification of a dispute to FWA.
- 2.1.5 An Employee may at any time chose to be represented by a Union Delegate or other Employee representative of their choosing. For the purposes of this clause, an Employee representative has all the rights of a Union Delegate. The Employer shall advise the Employee of this right.

#### *Internal Resolution Process*

- 2.1.6 In the event of an Employee having a grievance or dispute the Employee will in the first instance, attempt to resolve the matter with the immediate supervisor, who will respond to such request as soon as reasonably practicable under the circumstances. So that there may be no doubt, an Employee may be represented in accordance with clause 2.1.5. Where the dispute concerns alleged actions of the immediate supervisor the Employee/s may bypass this level in the procedure.
- 2.1.7 If the grievance or dispute is not resolved under clause 2.1.6 the Employee or, if the Employees so chooses, the Employee's nominated representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within twenty-four (24) hours after the request by the Employee or the Employee's nominated representative.
- 2.1.8 If the grievance involves allegations of unlawful discrimination by a supervisor the Employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the Employee may proceed directly to the process outlined at clause 2.1.10.
- 2.1.9 If the grievance or dispute is still unresolved after discussions mentioned in clause 2.1.6 and 2.1.7, the matter will be reported to the relevant Employer's senior management. This should occur as soon as it is evident that discussions under clauses 2.1.6 and 2.1.7 will not likely result in resolution of the dispute.

#### *Referral to FWA*

- 2.1.10 If the grievance or dispute remains unresolved after the Parties to the dispute have genuinely attempted to reach a resolution in accordance with clauses 2.1.6 to 2.1.9, either party to the dispute may refer the grievance or dispute to the FWA under the Act for resolution.
- 2.1.11 In conducting the dispute resolution process FWA is empowered to take such action as is appropriate to assist the Parties to resolve the matter.
- 2.1.12 Each party to this dispute resolution process commits to require/and or direct the attendance of any person or persons in their respective employ at any proceeding that FWA may convene if FWA considers that person or persons would be of assistance in the determination of the industrial dispute.
- 2.1.13 The Parties to this dispute resolution process may be represented by an agent appointed in writing or, if the party or person is an organisation, an officer or member of the organisation.
- 2.1.14 During the process of conciliation FWA may only permit a party to the dispute or person to be represented by a lawyer, if and only if, all Parties to the grievance or dispute consent.
- 2.1.15 Where the Parties to a dispute are unable to reach agreement in relation to particular aspects of a matter FWA may make recommendation/s about those aspects of the matter.

*Arbitration by FWA*

- 2.1.16 In the event the matter is not resolved through conciliation and proceeds to arbitration either party to the dispute may request another member of FWA to arbitrate and hand down a binding decision. In arbitrating the matter FWA will give the parties an opportunity to be heard formally on the matter(s) in dispute.
- 2.1.17 In making its decision FWA:
- (a) will have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation or mediation;
  - (b) will be governed in its decisions by equity, good conscience and the substantial merits of the case;
  - (c) will not be bound by technicalities, legal forms or rules of evidence;
  - (d) may inform itself on any matter it considers appropriate to resolve the grievance or dispute;
  - (e) must not make a decision that is inconsistent with the Code and guidelines or inconsistent with legislative obligations; and
  - (f) where a dispute relates to occupational health and safety issues, the procedures in the relevant OH&S legislation should be observed.

*Appeal following Arbitration*

- 2.1.18 Either party to the dispute may appeal the decision to the FWA.
- 2.1.19 Subject to any applicable procedures of FWA, an appeal under this clause will be dealt with by a Full Bench of FWA.
- 2.1.20 An appeal against a decision must be commenced within 21 days after the decision is given.

- 2.1.21 FWA is not to permit any extensions to the 21 day time limit.
- 2.1.22 An appeal is by way of rehearing on the record. However, the Full Bench may hear evidence afresh, or hear additional evidence, if it considers it appropriate to effectively dispose of the appeal.
- 2.1.23 The Full Bench may:
- (a) dismiss the appeal; or
  - (b) allow the appeal, set aside the decision and substitute another decision; or
  - (c) allow the appeal and amend the decision; or
  - (d) allow the appeal, suspend the operation of the decision and remit the grievance or dispute, with or without directions, to FWA,
    - (i) for report to the Full Bench; or
    - (ii) to act according to law.

*Costs*

- 2.1.24 Each party to the dispute will, at each stage of the procedure outlined in this clause, bear its own costs.

*Breach of Agreement*

- 2.1.25 Nothing in this procedure prevents a party from enforcing this Agreement in a court.

**2.2. Introduction Of Change**

*Employer's duty to notify*

- 2.2.1. Before the Employer makes a final decision to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and the Union.
- 2.2.2. "**Significant effects**" includes termination of employment, major changes in the composition, operation, production, workplace location, program, organisation structure or technology or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs. Further, "significant effects" includes the elimination or diminution of any right or benefit an Employee may have under a company policy (i.e. the removal of a right to a company vehicle under a vehicle policy).
- 2.2.3. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

*Employer's duty to consult over change*

- 2.2.4. The Employer shall consult the Employees affected and the Union about the introduction of the changes, the effects the changes are likely to have on Employees (e.g. including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, the Employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- 2.2.5. The consultation must occur as soon as practicable after making the decision referred to in clause 2.2.1.
- 2.2.6. For the purpose of such consultation the Employer shall provide in writing to the

Employees concerned and the Union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees:

2.2.7. Provided that any Employer shall not be required to disclose confidential or commercially sensitive information.

### **2.3. Disciplinary Action**

2.3.1. This procedure is to be followed for all disciplinary cases, for cases of unsatisfactory performance or conduct, or for breaches of procedures including safety, environmental, sexual harassment or drugs and alcohol procedures.

2.3.2. This procedure shall not apply to Employees engaged on a probationary or casual basis.

2.3.3. The principles of natural justice shall apply at all times.

2.3.4. During the disciplinary process the Employer shall seek to identify areas where further training may be required or changes to work practices made to avoid a repeat of the conduct concerned.

#### *Step 1 – Verbal Warning/Counselling*

2.3.5. Where the Employer has a first concern regarding the performance and/or conduct of an Employee, this Step shall be taken:

- (a) An explanation of the concern and the performance and/or conduct expectations of the Employer will be given.
- (b) The Employee will be given an opportunity to provide an explanation.
- (c) The Employer will consider this explanation and any relevant facts.
- (d) If it is reasonable to do so, the Employee will be reminded of this procedure and that this is the first warning. At that time the Employer will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employees' performance or conduct may lead to further warnings.
- (e) The warning is to be documented.
- (f) The Employee under counselling will be made aware in writing of the standards of improvement in performance and/or conduct that are to be made.
- (g) An Employee may seek representation at any stage of this procedure.

#### *Step 2 – Written Warning*

2.3.6. If the Employer has a second concern about the performance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, this step shall be taken:

- (a) The Employer will explain its concern with the standards of performance and/or conduct of the Employee.
- (b) The Employee will be given an opportunity to provide an explanation.
- (c) The Employer will consider this explanation and any relevant facts.
- (d) If it is reasonable to do so, a written warning is to be given referring to the first warning (at Step 1) and the opportunity previously given for improvement, if applicable.

2.3.7. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances poor performance and/or conduct may lead to dismissal without further warning.

- (a) The written warning will also provide feedback to the Employee on how to improve his/her performance and/or conduct.
  - (b) An Employee may seek representation at any stage of this procedure.
- 2.3.8. Written warnings shall lapse after one (1) year.

*Step Three – Dismissal*

2.3.9. If the Employer has a third concern relating to the standards of performance and/or conduct of the Employee, this step shall be taken:

- (a) The Employer will explain its concern with the Employee's standards of performance and/or conduct.
- (b) The Employer will provide the Employee with an opportunity to provide an explanation.
- (c) The Employer will consider this explanation and any relevant facts.
- (d) If it is reasonable to do so, notice of dismissal may be given by the Employer.
- (e) An Employee may seek representation at any stage of this procedure.

*Serious Breaches*

2.3.10. While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures or standards including, but not limited to, safety, environment, sexual harassment or discrimination, may result in an Employee going straight to Step 2 of the procedure. To avoid doubt, serious breaches in this context refer to breaches that are likely to significantly put at risk other persons or the environment, for which it is not reasonable for a second breach to be tolerated.

*Summary Dismissal Not Affected*

2.3.11. This procedure does not take away the right of the Employer to dismiss an Employee without notice for serious or wilful misconduct or the right of an Employee to seek advice of his/her representative at any stage of the above procedure.

## **2.4. Union Delegates**

*General*

- 2.4.1. For the purposes of this Agreement "Union Delegate" means an Employee elected or appointed by the Union in accordance with its rules as a delegate.
- 2.4.2. The parties recognise the important role of Union Delegates. Union Delegates have a key role in the early intervention in industrial disputes.
- 2.4.3. Union Delegates shall have no role in determining which Employees work overtime or otherwise, however they may have a role in ensuring agreed overtime rosters are fairly and properly implemented.
- 2.4.4. Union Delegates shall be engaged as Employees and perform normal work when not representing their fellow Employees in accordance with the procedures in this Agreement.
- 2.4.5. Union Delegates shall be allowed all reasonable time necessary during working hours to attend to their roles as on-site representatives under this Agreement.
- 2.4.6. The parties recognise that Employees have the right and expectation of representation in relation to employment issues from genuine Union Delegates.
- 2.4.7. The Employer must not interfere in the selection by Employees of their Union Delegates or other Employee representatives.

2.4.8. The Employer recognises that Unionmembers employed by the Employer have a right to be represented by the Union in procedures under this Agreement.

*Union Delegate Rights*

2.4.9. The Employer will recognise the following rights of Union Delegates in carrying out their roles as on-site representatives under this Agreement, including:

- (a) the right to be treated fairly and to perform, their role as a Shop Steward/Employee representative without any discrimination in their employment;
- (b) the right to all paid time necessary during working hours to attend to their roles as on-site representatives under this Agreement;
- (c) the right to paid time to attend industrial and dispute resolution education during normal working hours;
- (d) the right of access to private telephone, facsimile, post, photocopying, Internet and email facilities for the purpose of carrying out their role as on-site representatives under this Agreement;
- (e) the right to place information on a notice board in a prominent location in the workplace for the purpose only of carrying out their role under this Agreement;
- (f) the right to paid time to attend industrial tribunals and/or courts proceedings relating to particular disputes in the workplace; and
- (g) theright to paid time to assist and represent Employees who have requested them to do so in respect of disputes arising inthe workplace.

2.4.10. Prior to a Union Delegate being terminated from employment, the Employer shall notify the Union and theUnion Delegate two weeks in advance of such termination. This notice is in addition to that provided at clause 3.6.2. The Employer cannot give payment in lieu of notice unless otherwise agreed by the parties.

2.4.11. A Union Delegate shall not be transferred unless agreed to by the Union and the Union Delegate, provided that such agreement shall not be unreasonably withheld.

2.4.12. Union Delegates shall be entitled to five (5) days paid leave per year for attendance at national Union conferences. This leave should be taken on consecutive days.

*Training*

2.4.13. Union Delegates will be given a maximum of five days training per delegate, per annum (cumulative to a maximum of 15 days) at a training programs, conferences or seminars chosen by the Union Delegates which is for the purpose of assisting them to effectively undertake their respective roles. Release for such training will be with the agreement of the Employer, which will not be unreasonably withheld.

2.4.14. Union Delegates will be paid their normal rate including all allowances while attending these courses and will be allowed to use company vehicle assigned for transport purposes or compensated for reasonable travel costs and accommodation. Additional training can be undertaken by agreement. Sufficient notice of no less than two (2) weeks shall be given to the Employer to enable agreement for Employees to attend these courses or seminars.

**2.5. Employee Representatives**

2.5.1. Employees may nominate an EmployeeRepresentative(s) of their choice to represent them in relation to individual matters arising under this Union Enterprise Agreement or in the course of their employment, including for the purposes of providing assistance in workers' compensationand rehabilitation matters.

## **2.6. Flexibility Clause**

- 2.6.1. An Employee and the Employer may agree to an arrangement (individual flexibility arrangement) varying the effect of certain terms of this agreement in relation to the Employee and the Employer, in order to meet the genuine needs of the Employee and Employer;
- 2.6.2. The terms that may be varied are:
- (a) Parental leave (for example, the Employer and the Employee may agree that the maximum period of unpaid parental leave be increased); and
  - (b) 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).
- 2.6.3. Any individual flexibility arrangement agreed to under this enterprise agreement must be genuinely agreed to by the Employer and the Employee.
- 2.6.4. The Employer must not exert undue influence or undue pressure on an Employee in relation to the making of an individual flexibility arrangement.
- 2.6.5. 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.
- 2.6.6. 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) 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
  - (e) name the parties to the agreement; and
  - (f) state each term of this agreement that the Employer and the Employee have agreed to vary the effect of; and
  - (g) detail how the effect of each term has been varied by the individual flexibility arrangement; and
  - (h) 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
  - (i) state the date the agreement commences to operate; and
  - (j) 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.
- 2.6.7. 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;
- 2.6.8. A copy of any individual flexibility arrangement agreed to under this agreement must be kept as a time and wages record;
- 2.6.9. No individual flexibility arrangement agreed under this agreement may operate retrospectively;
- 2.6.10. The Employer must provide the Union details of any or all individual flexibility arrangements if reasonably requested to do so by the union. A union's request will be reasonable if the request relates to the union's legitimate role in representing Employees covered by the agreement. For the avoidance of doubt, this provision does not confer an entitlement to enter premises.
- 2.6.11. For the avoidance of doubt, except in relation to 2.6.6(d)(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.

## **2.7. Entry to Premises**

- 2.7.1. Subject to clause 2.7.2 below, a Permit Holder may enter premises occupied by the Employer for any purpose that relates to the Union's legitimate role in representing Employees, including:
  - (a) to assist with representing an Employee under a term dealing with the resolution of disputes or consultation over workplace change; or
  - (b) to attend induction meetings of new Employees; or
  - (c) to attend toolbox meetings or equivalent, provided that prior notice is given by the Permit Holder; or
  - (d) to meet with the Employer when bargaining for a replacement to the current agreement.
- 2.7.2. Notwithstanding the above clause, or any other term in this agreement, this Agreement does not:
  - (a) provide an entitlement to enter premises for a purpose referred to in s.481 of the *Fair Work Act 2009* (which deals with investigation of suspected contraventions); or
  - (b) provide an entitlement to enter premises to hold discussions of a kind referred to in s.484 of the *Fair Work Act 2009*; or
  - (c) provide for the exercise of a State or Territory OHS right.

## **2.8. Disaster Relief and Development Assistance**

- 2.8.1. In the event of a natural disaster occurring within Australia, the Employer shall consult with Employees and the Union as to what assistance can be provided.
- 2.8.2. The Employer and Union shall consult during the life of the Agreement regarding ways in



which Employees may volunteer with development projects, both within Australia and internationally.

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### **Part 3. Employment Relationship And Related Matters**

#### **3.1. General**

3.1.1. So that there may be no doubt, unless expressly noted otherwise the entitlements provided in the Agreement (whether financial or otherwise) cannot be set-off, cashed out or avoided by any means, including but not limited to the making of over-agreement payments.

#### **3.2. Employment Categories**

3.2.1. Employees covered by this Agreement shall be advised in writing of their employment category upon appointment. The employment categories are:

- (a) full-time;
- (b) casual (as prescribed in clause 3.2);
- (c) part-time (as prescribed in clause 3.3); and
- (d) fixed term.

3.2.2. No Employee, other than a casual Employee, shall be engaged for less than 10 hours per week.

3.2.3. “**Full time**” means an Employee who is not a part-time Employee or a casual Employee.

3.2.4. “**Fixed term**” means an Employee, howsoever engaged, who is employed for a fixed period of time. Such period of time shall not exceed six (6) months.

#### **3.3. New Employees**

3.3.1. All new Employees other than casuals will be engaged on the basis of a probationary period. This period counts as service.

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

3.3.3. Where this notice is not given the Employer must pay the Employee for the notice period (if the Employer terminates) or the Employee must forfeit pay for the notice period (if the Employee terminates).

#### **3.4. Casual Employment**

3.4.1. A “casual Employee” means an Employee who is engaged and paid as such.

3.4.2. A casual Employee, shall 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%.

3.4.3. An Employer is required to roster a casual Employee for a minimum of 8 consecutive hours on any day.

##### *Casual conversion to full-time or part-time employment*

3.4.4. A casual Employee, other than an irregular casual Employee, who has been engaged by the Employer for a sequence of periods of employment under this Agreement for a period of six (6) weeks shall have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

3.4.5. The Employer must give the casual Employee notice in writing of the provisions of this clause upon employing the Employer

- 3.4.6. Prior to converting from casual employment, the Employer and the Employee shall discuss and agree on:
- (a) which form of employment the Employee will convert to, being full-time or part-time; and
  - (b) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked.
- 3.4.7. For the purposes of discussions under 3.4.6:
- (a) an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment; and
  - (b) an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked,
  - (c) unless other arrangements are agreed on between the Employer and Employee.
- 3.4.8. Following such agreement being reached, the Employee converts to full-time or part-time employment.
- 3.4.9. For the purposes of this clause, an irregular casual Employee is one who has been engaged to perform work on an occasional, non-systematic or irregular basis.

### **3.5. Part-Time Employment**

- 3.5.1. 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) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered by this agreement.
- 3.5.2. A part-time Employee shall have regular or systemic hours of work.
- 3.5.3. 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.
- 3.5.4. Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time Employees.
- 3.5.5. The agreed number of ordinary hours per week will not be varied without the consent of the Employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
- 3.5.6. An Employer is required to roster a part-time Employee for a minimum of 6 consecutive hours on any day.
- 3.5.7. All time worked outside the spread of ordinary working hours as provided for in clause 6.1 and all time worked in excess of the hours as mutually arranged in clauses 6.1.2 or 6.1.3 will be overtime and paid for at the rates prescribed in clause 6.5.
- 3.5.8. A part-time Employee employed under the provisions of clause 3.5 must be paid for ordinary hours worked at the rate of 1/36th of the weekly rate prescribed for the class of work performed.

- 3.5.9. 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.
- 3.5.10. 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.
- 3.5.11. All other provisions of the Agreement, unless otherwise noted, shall apply to part-time Employees.
- 3.5.12. An Employee shall be entitled to leave, except Compassionate Leave, in accordance with Part 7, provided that such entitlements shall be accrued proportionate to the number of ordinary hours worked each week.
- 3.5.13. A part-time Employee shall be entitled to the full provisions prescribed for permanent Employees under clause 3.6 (Termination of Employment), clause 2.2 (Introduction of Changes), and clause 3.7 (Redundancy).
- 3.5.14. The Employer shall not request a full time Employee to convert to part-time employment save for in situations involving the TCR. This does not affect an Employee's right to request conversion to part time employment.

**3.6. Termination of Employment**

*Separation Certificate*

- 3.6.1. An Employer shall, in the event of termination of employment, provide to the Employee who has been terminated a separation certificate specifying the period of employment and the classification or type of work performed by the Employee.
- 3.6.2. The Employer is to provide the separation certificate as soon as possible after termination but by no later than four (4) working days after the termination date.

*Termination by Employer*

- 3.6.3. Subject to clause 3.6.8, an 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

- 3.6.4. In addition to the notice in above, Employees 45 years old or over shall be entitled to an additional week's notice.
- 3.6.5. Payment in lieu of notice shall be made if the appropriate notice is not given.
- 3.6.6. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 3.6.7. 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:

- (a) the ordinary working hours to be worked by the Employee;
- (b) the amounts payable to the Employee for the hours including, for example, allowances, loadings and penalties; and
- (c) any other amounts payable under the Employee's employment contract.

3.6.8. The period of notice in this clause shall not apply in the case of dismissal for serious misconduct or other grounds that justify instant dismissal, or in the case of a casual Employee, or an Employee engaged on a fixed term basis at the conclusion of the period for which the Employee was engaged.

*Notice of termination by Employee*

3.6.9. The notice of termination required to be given by an Employee shall one (1) week.

*Time off during notice period*

3.6.10. During the period of notice of termination given by the Employer, an Employee shall be allowed up to one day's time off for each week of notice 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.

*Employee leaving during notice*

3.6.11. An Employee who is given notice under clause 3.6.3 that their employment is terminated 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.

**3.7. Redundancy**

3.7.1. Where the Employer makes a definite decision 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 (e.g. Employees on maximum-term / specified-task contracts of employment), and that decision may lead to termination of employment, the Employer shall consult the Employee directly affected and the Union.

3.7.2. The consultation shall take place as soon as it is practicable after the Employer has made a decision, which will invoke the provisions of clause 3.7.1 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.

3.7.3. For the purpose of the consultation the Employer shall, as soon as practicable, provide in writing to the Employees concerned and the Union 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 any Employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

3.7.4. In considering redundancy, the Employer will also examine redeployment options for the impacted Employees.

3.7.5. This clause shall not apply:

- (a) where termination of employment is as a result of conduct that justifies summary

dismissal;

- (b) to apprentices and trainees;
- (c) to Employees employed on a casual basis, provided that an Employer shall not employ a casual worker for the purpose of avoiding redundancy pay; or
- (d) where termination is at the initiative of the Employee.

*Redundancy Process*

- 3.7.6. The Employer seeks to maintain the current skills mix and staffing levels. The Employer seeks to expand these levels through the growth of the Employer's business.
- 3.7.7. The Employer seeks to and will determine the order of selection of Employees for redundancy in accordance with the following:
- (a) Voluntary terminations redundancies will be encouraged and sought as a first step, and wherever possible, such redundancies will be made using the volunteers.
  - (b) Should there not be enough volunteers, the selection of Employees for redundancy will be based on merit. The process of assessment of such will be determined by agreement between the potentially affected Employees and the Employer. If agreement cannot be reached, an Employee or Employer may refer it to the disputes procedure in this agreement. However, in Victoria there shall be no right of appeal to FWA.
  - (c) Once the process of assessment has been done, the Employer shall disclose the assessment to each of the potentially affected Employees and advise those who are likely to be selected for retrenchment.
- 3.7.8. An Employee of the affected work group who does not accept voluntary redundancy and does not accept a suitable alternative position shall not be entitled to any payment associated with redundancy. Whether or not a position is a "suitable alternative position" will be determined on a case by case basis having regard to individual circumstances including additional travel time and family responsibilities.
- 3.7.9. If agreement cannot be reached regarding a "suitable alternative position" the matter may be referred to the disputes procedure in this Agreement.

*Severance Pay*

- 3.7.10. In addition to the period of notice prescribed for ordinary termination in clause 3.6, and subject to further order of FWA, an Employee whose employment is terminated for reasons set out in clause 3.7.1, shall be entitled to the following amounts of severance pay:

<b>Period of Continuous Service</b>	<b>Severance Pay</b> (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	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11	14

years	
More than 11 years but not more than 12 years	15
More than 12 years	16

3.7.11. For the purposes of this clause, "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.

*Redundancy Pay*

3.7.12. The Employer will contribute the amounts below to the relevant Redundancy scheme for each Employee, as listed below, on a monthly basis from the Date of Approval. Payments are applicable during periods of authorised absence, unless otherwise agreed.

Jurisdiction	Redundancy Scheme	Date of approval	1 July 2012	1 July 2013
ACT	MERT	\$75	\$80	\$80
NSW	MERT	\$75	\$80	\$80
NT	CIRT	\$75	\$80	\$80
Qld	CIRT	\$75	\$80	\$80
SA	BIRST	\$70	\$80	\$80
Tas	Protect	\$62	\$71	\$80
Vic	Protect	\$57.09	\$68	\$80
WA	Protect	\$70.50	\$80	\$80

3.7.13. Any entitlement to severance pay under clause 3.7.7 of this Agreement shall be offset by the contributions made by the Employer to the relevant redundancy scheme.

3.7.14. Where an Employee whose employment is terminated on the ground of redundancy and that Employee is entitled to receive a benefit from the relevant redundancy scheme and the amount of that benefit is less than the Employee would receive under clause 3.7.10, the Employee shall receive the difference between the redundancy pay from the relevant redundancy scheme and the entitlement as specified in clause 3.7.10.

**3.8. Continuity of Service**

3.8.1. An Employee's continuity of service with an Employer is not broken if the Employee's service is temporarily lent or let on hire by the Employer to another Employer.

3.8.2. An Employee's continuity of service with an Employer is not broken by any absence on approved leave.

3.8.3. An Employee's continuity of service with an 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.

3.8.4. An Employee's continuity of service with an 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.

3.8.5. An Employee's continuity of service with an 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.

3.8.6. 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.

3.8.7. Service with a related body corporate of the Employer is taken to be continuous service with the Employer.

### **3.9. Anti-Discrimination**

3.9.1. It is the intention of the parties to this Agreement to respect and value the diversity of the workforce and to prevent and eliminate discrimination as defined by the which includes:

(a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, physical or mental disability, religion, political belief or activity, trade union activity, lawful sexual activity national extraction or social origin and work and family life 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.

3.9.2. 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.

3.9.3. The Employer is committed to the operation of working hours which will, as far as possible, allow the balancing of Employees' work responsibilities and their private/family responsibilities and need for a balanced life. Therefore, the Employer will endeavour to ensure that the working hours of Employees are managed to ensure that that balance is maintained and will, where appropriate, consider alternatives to traditional working arrangements.

3.9.4. It is recognised that the care of children and elderly parents along with the running of the home are the responsibilities of both male and female Employees. The parties recognise however that these responsibilities often cause concern for Employees who try to juggle work and family commitments, and that much more needs to be done before there is equal opportunity between male and female Employees with family responsibilities, and between these and others.

### **3.10. Employment Security**

*Objects*



3.10.1. The security of employment of Employees engaged by the Employer shall not be impaired by the use of Contractors.

3.10.2. The Parties are cognisant of their responsibilities under relevant competition law and, in particular,

*Definitions*

3.10.3. For the purposes of this clause:

**“Aggregate rate of pay”** means the sum of:

- (a) the relevant base rate of pay for Employees performing equivalent work under this Agreement;
- (b) all relevant allowances detailed in Parts 5 and 8 for Employees performing equivalent work under this Agreement; and
- (c) overtime rates, for Employees performing equivalent work under this Agreement and calculated in accordance with the hours of work defined in this Agreement;

**“Contractor”** means any person:

- (a) with whom the Employer enters into a contract for services; and
- (b) who employs people (Employees of Contractors) who perform Core Work.

So that there may be no doubt, the term “Contractor” shall include labour hire providers and group trainers of apprentices and trainees;

**“Core Work”** means all work ordinarily performed by Employees engaged under this Agreement;

**“Employees of Contractors”** shall be taken to include Independent Contractors.

*Terms*

3.10.4. Where the Employer engages a Contractor to perform Core Work, the Employer shall advise the union of:

- (a) the name of that Contractor;
- (b) the class of work the Contractor is engaged to perform;
- (c) the number and job classifications of any Employees of the Contractor who were involved in the work; and
- (d) the locality in which the work was performed.

3.10.5. The information referred to in clause 3.10.3 shall be provided within fourteen (14) days of the engagement of the Contractor, and on a monthly basis thereafter.

3.10.6. Where the Employer engages a Contractor to perform Core Work, the Employer shall seek undertakings in relation to compliance with relevant safety and industry standards in relation to safety, environmental and quality.

3.10.7. Where Employees of Contractors perform Core Work, the Employer shall ensure such persons receive an aggregate rate of pay no less favourable than that which applies to Employees with the same or similar classifications engaged by the Employer under this agreement. Further, the Employer shall ensure that all Employees of Contractors work, and are paid, in accordance with the thirty six (36) hour week as provided for in this agreement.

3.10.8. The parties agree that damages are an inadequate remedy and consent to injunctive relief,

save that no such relief shall be directed to preventing or hindering the Employer from engaging, or continuing to engage, any Contractor.

3.10.9. So that there may be no doubt, this clause may not be relied upon to prevent or hinder the Employer from engaging, or continuing to engage, any Contractor.

### **3.11. Transfer of Labour**

3.11.1. If a temporary halt to productive work occurs which is not the fault or the responsibility of the Employer, the parties agree that Employees can be relocated to other unaffected areas within the Employer 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.

3.11.2. 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, fuel, tolls etc).

3.11.3. 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.

### **3.12. Indemnity of Employees against liability**

3.12.1. As far as it is able under law the Employer will indemnify Employees against legal liability for any claim for compensation or legal costs arising in respect of liability for work performed whilst an Employee for the benefit and at the direction of the Employer, subject to the following conditions:

- all work must be performed in accordance with the Employer's procedures and/or accepted practice;
- Employees must not exceed any relevant authority levels;
- all reasonable instructions of the Employer are followed in the performance of work;
- Employees will not commit any act or omission with a reckless disregard for the consequences during the course of work;
- Employees will not engage in fraudulent, criminal, dishonest and/or malicious acts or omissions or wilful breach of any statute, contract or duty during the course of work; and
- Employees notify the Employer of the receipt of any claim or of any circumstance that may give rise to a claim at the earliest possible opportunity.

#### **Part 4. Wages and Related Matters**

##### **4.1. Wages**

- 4.1.1. Wage rates for all Employees, other than apprentices and trainees, are contained in Appendices A - G of this Agreement.
- 4.1.2. These wage rates are effective from the first full pay period to commence on or after the dates specified in the attached wages Appendix.

##### **4.2. Apprentices and trainees**

- 4.2.1. Apprentices and trainees are the future of our industry and the parties reaffirm their commitment to the training of apprentices and trainees. Further they shall make every endeavour to make full time apprenticeships available with the Employer. In particular, the parties shall develop strategies for engaging apprentices and trainees in regional and remote areas of Australia.
- 4.2.2. During the life of the Agreement, the Employer is committed to engaging a ratio of one (1) apprentice or certificate III trainee to every four (4) electrotechnology tradespeople as part of an ongoing program. Where this is not achievable due to health and safety reasons or matters outside the Employer's control, the parties shall discuss the matter and try to reach a settlement. If no settlement is possible the matter may be referred to the dispute process under this Agreement.
- 4.2.3. An apprentice/trainee may be indentured/engaged in any of the following trades or traineeships:
  - (a) Electrical mechanic / fitters;
  - (b) Data and Voice Communications;
  - (c) Electrical linesman;
  - (d) Instrument/Technical Officer (Electrical Testers);
  - (e) Electronic/Communications;
  - (f) Power Lines Work (Line worker) and Cable Jointing;
  - (g) Telecommunications;
  - (h) Telecommunications and Access and Associated Services
  - (i) Certificate II in National Broadband Network Cabling Installation and Maintenance;
  - (j) MORE DETAIL TO BE PROVIDED.
- 4.2.4. An apprenticeship or traineeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship, training agreement or equivalent and the requirements of relevant legislation and the training provider.
- 4.2.5. The Employer shall ensure that all trainees and apprentices are enrolled with registered training organisations endorsed by EE-OZ.
- 4.2.6. No apprentices or trainees under the age of eighteen 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract or training agreement.  
*Apprentices attending technical college*
- 4.2.7. An apprentice working who attends technical college on a rostered day off, shall be afforded another ordinary working day off as substitution for the rostered day off. Any

substituted day must be taken in the current or next succeeding work cycle.

- 4.2.8. Apprentices and trainees shall be required to complete the off-the-job component of their training without loss of pay and during ordinary working hours, including attendance at an RTO premises as required. The Employer shall pay any accommodation and meal expenses associated with such training.

*Technical training*

- 4.2.9. Where an Employee has their skills and knowledge assessed against nationally endorsed qualifications and/or units of competency within a related training package, the Employer shall provide assistance in the collection of relevant evidence about the Employees' skills to a preferred RTO.
- 4.2.10. Employees who start and train or already have units of competence in another AQF training program will agree to finish all of the remaining training to receive a statement of attainment from an RTO.
- 4.2.11. Employees shall only be recognised for the knowledge and skills associated with units of competence if such knowledge and skills are utilised by the Employer.
- 4.2.12. All wages, allowances and other benefits as per the agreement will be continued to be paid by the Employer for all time-spent training.
- 4.2.13. All costs associated with training and apprenticeships/traineeships including meals, accommodation (where living away from home) and course fees will be paid for by the Employer.
- 4.2.14. The parties agree to update this clause as required to reflect changes in national training packages.

*Profiling*

- 4.2.15. The parties recognise the importance of profiling in analysing the apprentice's/trainee's performance against industry set national standards of competency, therefore agree to the following:
- 4.2.16. The Employer shall ensure that they provide sufficient scope of work for apprentices/trainees as required by the contract of training.
- 4.2.17. The Employer shall ensure that apprentices/trainees complete the profiling sheets on a regular basis (weekly if practicable).
- 4.2.18. Supervising trade qualified Employees shall (while not certifying that the apprentice/trainee is competent in the described tasks) validate accurate profiling sheets with their signature where required.
- 4.2.19. Apprentices and trainees shall complete and submit their profiling sheets on a regular basis whereby, sheets shall be submitted at a maximum interval of 4 weeks

*Wages and Allowances*

- 4.2.20. Apprentices and trainees shall be paid a percentage of the relevant all purpose trade rate for the work on which they are engaged, in accordance with the table below.

<b>Year</b>	<b>Percentage</b>
1st Year	54.5%
2nd Year	62.5%
3rd Year	76.5%

4th Year	91%
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4.2.21. Adult apprentices and trainees shall be paid a percentage of the relevant all purpose trade rate for the work on which they are engaged, in accordance with the table below.

Year	Percentage
1st Year	75%
2nd Year	80%
3rd Year	85%
4th Year	95%

*Existing Employees*

4.2.22. An “existing Employee” will mean a person who has been employed by an 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.

4.2.23. 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. Where the Employee proves to be unsatisfactory for training, the person shall revert to employment at least equal in status to the classification held prior to the commencement of their apprenticeship or traineeship.

4.2.24. Where existing Employees commence an apprenticeship or traineeship, the Employer shall endeavour to minimise any adverse affects 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.

4.2.25. Existing Employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee. Provided that an existing Employee who was engaged as a casual Employee prior to becoming employed as an apprentice or trainee shall not be entitled to retain casual loading.

4.2.26. An existing Employee shall maintain continuity of employment despite having entered into an apprenticeship or traineeship.

4.2.27. 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.

*Apprentice & Trainee Fares and Travel*

4.2.28. Fares and travel apply to apprentices and trainees required to travel in their own time to and from their place of work, but away from their Employer workshop or recognised place of business.

4.2.29. However, where the Employer provides an apprentice or trainees 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.

4.2.30. Apprentices shall receive a proportional amount of the fares and travel allowance, based on their proportional rates of pay, that is:

Year	Percentage
1st Year	54.5% of Travel per Day
2nd Year	62.5% of Travel per Day
3rd Year	76.5% of Travel per Day
4th Year	91% of Travel per Day

*Adult Apprentice Fares and Travel*

- 4.2.31. Fares and travel apply to adult apprentices and trainees required to travel in their own time to and from their place of work, but away from their Employer workshop or recognised place of business.
- 4.2.32. However, where the Employer 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.
- 4.2.33. Adult apprentices shall receive a proportional amount of the fares and travel allowance, based on their proportional rates of pay, that is

Year	Percentage
1st Year	75% of Travel per Day
2nd Year	80% of Travel per Day
3rd Year	85% of Travel per Day
4th Year	95% of Travel per Day

*Supervision*

- 4.2.34. It is agreed between the parties that every job site which has a permanent team of three or more Employees on site at any one time, the Employer will ensure that there is a nominated Crew leader on site at all times to provide adequate supervision for apprentices and trainees.
- 4.2.35. A ratio of one qualified person to each apprentice or trainee is expected in each workplace.

*Other Apprentice and Trainee related matters*

- 4.2.36. Where not contained in this agreement, other Apprentice matter involving training, allowances and termination will be dealt with the relevant State legislation and Orders.

**4.3. Superannuation**

- 4.3.1. The Employer will ensure that every Employee bound by this agreement is a member of an approved superannuation fund (or any successor fund). The Employees of the Employer's engaged 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.
- 4.3.2. The Employer will make superannuation contributions on behalf of Employees at the minimum contribution rate of:
- (a) 10%; or
  - (b) rate under the *Superannuation Guarantee (Administration) Act 1992* (Cth), whichever is the greater.
- 4.3.3. For the avoidance of doubt, all availability, weekend penalty allowances are included as ordinary time earnings.
- 4.3.4. Where payment is made monthly and contributions lapse by thirty-one(31) days from the end of the month in which the last Employer contribution was made, Employees may access the disputes procedure of this agreement to rectify the lapse.
- 4.3.5. For the purposes of this Agreement, the Approved Funds are:

Jurisdiction	Approved Superannuation Fund
ACT	NESS

NSW	NESS
NT	SPEC-Q
Qld	SPEC-Q
SA	C-Bus
Tas	C-Bus
Vic	C-Bus
WA	C-Bus

**4.4. Higher Amounts**

4.4.1. This Agreement does not have effect to reduce any higher amount paid to an Employee of this Employer 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.

**4.5. Salary Sacrifice**

*Salary Sacrifice Principles*

- 4.5.1. Salary sacrifice options are available in accordance with this Agreement, and any restrictions or policies that the Employer may wish to impose from time to time.
- 4.5.2. An Employee may salary sacrifice part of their salary in return for other benefits, such as:
- superannuation contributions,
  - motor vehicles, and
  - laptop computers.
- 4.5.3. Any salary sacrifice arrangements will be at no cost to the Employer and will be in accordance with any applicable legislation, Australian Taxation Office rulings or guidelines and, in the case of superannuation, the superannuation fund rules.
- 4.5.4. The amount sacrificed by an Employee will be sufficient to cover the cost to the Employer of the benefit the Employee wishes to receive, including any fringe benefits tax payable. Employees who salary sacrifices will authorise the Employer to deduct those costs from their remuneration.
- 4.5.5. Any amount sacrificed by an Employee for additional superannuation contributions, will not cause the total annual superannuation contributions for that Employee to exceed the Australian Taxation Office maximum deductible contribution limits (which may vary from year to year).
- 4.5.6. Employees are responsible for any salary sacrifice arrangements they create. That includes paying immediately any residual liability or retaining or taking over from The Employer any ongoing legal obligations in respect of any benefits (for example, laptop computers and motor vehicles) for which an Employee has salary sacrificed, upon termination of the salary sacrifice arrangement or the Employee's employment.
- 4.5.7. An Employee can implement salary sacrifice arrangements at any time. However, once in place, except in exceptional circumstances, changes to the salary sacrifice arrangement can only be made once per year.
- 4.5.8. The Employer shall recommend that Employees obtain independent financial advice specific to their circumstances before implementing or changing a salary sacrifice arrangement.

*Post Salary Sacrifice*

- 4.5.9. If an Employee implements a salary sacrifice arrangement, except for superannuation, overtime and termination purposes, the reduced salary will be the salary for all purposes of this Agreement and the Employee's terms and conditions of employment.
- 4.5.10. If an Employee terminates or reduces the amount of their salary sacrifice, the Employee's minimum salary entitlement will increase or revert to the pre-sacrifice amount as applicable.

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## **Part 5. Allowances**

### **5.1. General**

- 5.1.1. 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.).
- 5.1.2. Except where otherwise provided in this agreement, all allowances will remain fixed for the duration of the agreement.

### **5.2. First Aid Person**

- 5.2.1. 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.

<b>Date of Approval</b>	<b>1 July 2012</b>	<b>1 July 2013</b>
\$18	\$19	\$20

### **5.3. Leading Hand**

- 5.3.1. An Employee, when appointed to supervise the work of other Employees covered by this Agreement, shall be paid the following allowance per week for all purposes.

	<b>Date of Approval</b>	<b>1 July 2012</b>	<b>1 July 2013</b>
In charge of up to 2 Employees	\$40.35	\$41.96	\$44.06
In charge of 3 – 10 Employees	\$69.18	\$71.94	\$75.54
In charge of 11 – 20 Employees	\$97.99	\$101.91	\$107.01
In charge of over 20 Employees	\$126.82	\$131.89	\$138.48

### **5.4. Tool Allowance**

- 5.4.1. 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:

<b>Jurisdiction</b>	<b>Date of Approval</b>	<b>1 July 2012</b>	<b>1 July 2013</b>
ACT	\$25	\$25	\$25
NSW	\$25	\$25	\$25
NT	\$25	\$25	\$25
Qld	\$25	\$25	\$25
SA <sup>2</sup>	\$17.19	\$17.96	\$18.77
Tas	-	-	-
Vic	-	-	-
WA	\$19	\$37.855	\$57.558

- 5.4.2. 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.

#### *Storage of Tools*

- 5.4.3. Suitable accommodation shall be provided for the preservation of the Employee's tools and clothing.
- 5.4.4. An Employee, whilst engaged on a site where they are unable to arrange suitable free storage accommodation for their tools, shall be provided with same by the Employer.

<sup>2</sup> Note that, as detailed in Appendix D, the Tool Allowance is incorporated into the rate of pay.

5.4.5. 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.

## **5.5. Compensation for Loss of Tools**

### *General*

5.5.1. The Employer 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.

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

5.5.3. Where the Employer is required to replace tools under this clause, tool replacement shall be based upon the same (or equivalent) standard and type to those declared under the tool list.

### *Where tools are stored at a workplace*

5.5.4. Tools stored at a workplace at the direction of the Employer 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 Employer provided that:

(a) the list of those tools has been previously provided to the Employer and agreed with by the Employer as necessary for work at that workplace; and

(b) the loss is reported to the police.

### *Where tools are stored in a Company vehicle*

5.5.5. Tools stored in a company vehicle at the Employer 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 Employer 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 Employer and agreed with by the Employer as necessary for work at that workplace; and

(c) the loss is reported to the police.

### *Where no tool list supplied*

5.5.6. 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 \$2000.

## **5.6. Electrical Licence Allowance**

5.6.1. Persons who hold an Electrical Licence or its equivalent shall be paid an additional all-purpose amount of that listed in the table below per week, for each week of their employment. Such payment is in recognition of the additional responsibilities assumed by such Tradespersons.

<b>Date of Approval</b>	<b>1 July 2012</b>	<b>1 July 2013</b>
\$33.84	\$36.40	\$38.03

## **5.7. Licence Reimbursement**

5.7.1. The Employer will reimburse fees for all Employees who are required to achieve and maintain trade accreditation and professional Licence fees, where legislation requires that person to be licensed as an essential requirement of their position profile.

5.7.2. The Employer will arrange and fund training for Employees required to have a heavy vehicle licences for use with their employment with the Employer.

## **5.8. Inclement Weather**

### *Definition*

5.8.1. "**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 to continue working whilst exposed to that weather.

### *Situation 1 – Inclement Weather Commencing after Work is Started*

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

5.8.3. The Employer may require any and all 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.

5.8.4. Should only a portion of the project be affected by inclement weather, all other Employees not so affected shall continue working in accordance with award conditions, notwithstanding that some Employees may be entitled to cease work due to inclement weather.

### *Situation 2 – Inclement Weather before Work is Started*

5.8.5. Where it is inclement from the usual start time for four hours, the Employer 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 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.

5.8.6. Should only a portion of the work site be affected by inclement weather, all other Employees not so affected shall continue working in accordance with award conditions, notwithstanding that some Employees may be entitled to cease work due to inclement weather.

### *Inclement Weather continuing after 4 hours from the usual starting time*

5.8.7. If after 4 hours from the usual starting time the Employer, in consultation with their

Employees, agrees that the weather is unlikely to improve and that the utilisation of Employees in accordance with Situation 1 or 2 is not available, the Employer will send Employees home.

5.8.8. 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.

5.8.9. If, however, the Employer 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 Situation 1 or 2 is not available, the Employees shall be sent home and paid for the ordinary work time of that day.

*Access to Amenities*

5.8.10. If after one (1) hour from the usual starting time where Employees are prevented from using ablutions due to inclement weather, the Employer will send Employees home in accordance with clause 5.8.12.

5.8.11. Further if by the first scheduled meal break amenities (e.g Crib Room) are not available for Employees use the Employer, will send Employees home in accordance with clause 4.5.19 (g)

*Maximum hours of payment for ordinary time lost through Inclement Weather*

5.8.12. An Employee shall only be entitled to payment by the Employer for ordinary time lost through inclement weather for up to twenty-four (24) hours in any calendar month. These hours will not be cumulative beyond each calendar month.

*Cyclone / Tsunami Warnings*

5.8.13. When a cyclone warning is issued for a work locality or for a locality where the Employee ordinarily resides, the Employer 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 twelve (12) hours in any calendar month.

**5.9. Natural Disaster**

5.9.1. Where a natural disaster warning is issued for a work locality or for a locality where the Employee ordinarily resides. The Employer will not unreasonably withhold a request from Employees affected to leave work and attend to family and household matters 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.

**5.10. Fares and Travel Allowance**

5.10.1. Employees required to, under the express direction of their Employers, use their own vehicle in the service of the Employer (travel between sites and/or workshop, travel to supplier to pick up materials etc.) shall be paid a mileage rate per kilometre. As per the table below:

<b>Date of Approval</b>	<b>1 July 2012</b>	<b>1 July 2013</b>
\$0.96	\$1.00	\$1.05

5.10.2. Where the Employer provides, or offers to provide, an Employee with company transport as the means of travel to a place other than the Employer premises for work, the Employee shall receive a daily travel allowance as per the table below:

Date of Approval	1 July 2012	1 July 2013
\$12.65	\$13.21	\$13.87

5.10.3. Employees required to travel in their own vehicle in order to start and/or finish work at the normal start and/or finish time/s at a place other than the Employer premises but within 50km of the Employer premises shall be paid a daily travel allowance as per table below:

Date of Approval	1 July 2012	1 July 2013
\$32.51	\$33.97	\$35.67

5.10.4. Except for the circumstances prescribed in clauses 5.10.2 and 5.10.3, all travel time shall be deemed time worked for the purposes of this Agreement.

5.10.5. Time spent in airport transit will be considered as travel time for the purposes of this clause.

**5.11. Driving Fatigue**

5.11.1. If an Employee is required to drive distances that are over two (2) hours in duration, the Employee is to take a fifteen-minute rest break after each two (2) hour period of driving. Each rest break will be paid at the applicable rate being paid to the Employee whilst driving.

**5.12. Nominee Allowance**

5.12.1. An Licensed Electrician who acts as a nominee for an Electrical Contractor shall be entitled to a weekly allowance as provided in the below table

Date of Approval	1 July 2012	1 July 2013
\$61.86	\$64.33	\$66.91

**5.13. Emergency recall to work**

5.13.1. A minimum payment of 4 hours pay, at the appropriate penalty rate, will be paid for each emergency recall outside the normal working hours. Employees called out to work between the hours of 6.00am and their normal commencement time Monday – Friday, will receive no less than four (4) hours at the prevailing penalty rate.

5.13.2. For clarity where the penalty rate time overlaps with the normal commencement time for such work, the Employee will only be entitled to the penalty rate payment for such hours worked in lieu of the normal time payment for those hours. That is the penalty time is mutually exclusive of the normal time payment for such work.

## **Part 6. Hours Of Work, Breaks, Overtime and Shift Work**

### **6.1. Hours Of Work**

- 6.1.1. The ordinary hours of work for Employees shall not exceed an average of 36 per week.
- 6.1.2. 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.
- 6.1.3. 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 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
  - (b) by Employees working less than 8 ordinary hours each day;
  - (c) by Employees working less than 8 ordinary hours on one or more days each work cycle; or
  - (d) by fixing one or more work days on which all Employees will be off during a particular work cycle.
- 6.1.4. Until otherwise agreed, 6.1.3(a) shall be the default mode in which the ordinary hours of work shall be worked.
- 6.1.5. 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
- 6.1.6. 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.
- 6.1.7. 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 Employer 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.
- 6.1.8. 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:
- 6.1.9. The ordinary hours of work will be worked continuously except for meal breaks.
- 6.1.10. Each day stands alone for the purposes of calculating overtime.

### **6.2. Rostered Days Off (RDO's)**

- 6.2.1. The Rostered Day Off (RDO) will be rostered on either a Monday or Friday, unless varied by mutual agreement to suit work scheduling and improve customer service.
- 6.2.2. To bank a Rostered Day Off (RDO), Employees must complete the relevant section on their

weekly timesheet and have this approved by their manager/supervisor. Employees generally will only be able to bank up to a maximum of five (5) RDO's at any time.

- 6.2.3. In order to ensure that RDO's are regularly utilised all residual RDO balances are to be taken at the front end or back end of any annual leave periods. If an Employee has personal circumstances where they wish to retain the RDO balance during such annual periods they may make an application to the Employer. The final decision will be solely at the Employer's discretion.
- 6.2.4. On termination of employment, Employees will have their banked RDO's paid out in accordance with the following rules:
- (a) The first 36 hours is to be paid out at the ordinary rates;
  - (b) The remainder of the banked RDO time will be paid at 150% of the ordinary rate for the first three (3) hours, 200% thereafter.

*RDO's Falling on a Public Holiday*

- 6.2.5. Where a Rostered Day Off (RDO) falls on a Public Holiday the Employee will receive the next scheduled working day off, e.g. If the Public Holiday were to fall on a Monday, the Employee would receive the Tuesday as their RDO.

**6.3. Breaks Between Rostered Attendances**

- 6.3.1. The Parties agree that Employees will be given no less than ten (10) consecutive hours off duty between the end of work on one day, and the commencement of work on the next.
- 6.3.2. Where an Employee is not given ten (10) consecutive hours off duty and they have continued or resumed work into their normal or rostered work day, then they will be paid double time until released from work and given ten (10) consecutive hours off duty.
- 6.3.3. Notwithstanding the above, in cases where Employees work overtime between the hours of 11.00pm on one day and 5.00am on the next, then the ten (10) consecutive hour rest break will commence from the conclusion of their last period of overtime even if it continues after 5.00am. The total overtime worked between 11.00pm and 5.00am will not be less than 1.5 hours in aggregate to attract such a break.
- 6.3.4. The arrangements as outlined above, will also apply when overtime is worked on a Sunday, a Public Holiday or an RDO prior to a rostered workday.
- 6.3.5. It is important to note that the safety of Employees is the most important issue and there may be circumstances that arise where a ten (10) hour rest break may not be available but due to fatigue etc., it is determined that an Employee should be given a break from work. In these cases, The Employer will have a discretionary right to provide additional paid rest time in addition to the arrangements set out above.

**6.4. Starting Time And Place**

- 6.4.1. All Employees shall be at their designated workplace ready to commence work and finish work at correct times. Any agreed walking and hand washing up time will be strictly adhered to by Employees. Such Agreements shall keep effective time lost to an absolute minimum.

**6.5. Overtime**

- 6.5.1. The Employer may require an Employee to work reasonable overtime.
- 6.5.2. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having

regard to:

- (a) any risk to Employee health and safety;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise.
- (d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- (e) any other relevant matter.

*Payment for working overtime*

6.5.3. All time worked:

- (a) in excess of that provided for in clause 6.1 or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime and shall be paid for at the rate of double time;
- (b) on Saturdays shall be deemed overtime and shall be paid for at the rate of double time;
- (c) on Sundays shall be deemed overtime and shall be paid for at the rate of double time; and
- (d) on Public Holidays shall be deemed overtime and shall be paid for at the rate of double time and a half except as prescribed in clause 7.6.3.

6.5.4. Employees performing overtime on Saturdays, Sundays or Public Holidays shall be paid for a minimum four (4) hours work at the appropriate overtime rate.

6.5.5. Where a public holiday falls on a Saturday or Sunday and a substitute holiday has been declared, an Employee working on Saturday or Sunday will be paid public holiday rates for these days. Work on the alternate day will be paid at double time.

6.5.6. An Employee can only receive Public Holiday overtime rates for one day if a substitute holiday is declared and an Employee is required to work overtime on both the declared Public Holiday and substitute day. If the Employee works on the substitute holiday only, they receive public holiday overtime rates for that day.

6.5.7. In computing the overtime in the table above each day's work shall stand alone.

*Meal allowance*

6.5.8. 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:

<b>Date of Approval</b>	<b>1 July 2012</b>	<b>1 July 2013</b>
\$19.43	\$20.20	\$21

6.5.9. Meal allowance provisions shall apply, where the overtime is of at least 1.5 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.

6.5.10. A further meal or meal allowance shall be provided after each period of 4 hours work.

6.5.11. In cases of emergency, where Employees are unable to leave their work to procure a meal,



a meal shall be provided by the Employer.

6.5.12. No Employee shall be required to work longer than five (5) hours without a break for a meal.

6.5.13. 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.

Date of Approval	1 July 2012	1 July 2013
\$9.60	\$9.79	\$10.08

6.5.14. 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.

6.5.15. 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.

6.5.16. Employees who perform work on their scheduled 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.

*Time Off in Lieu (TOIL)*

6.5.17. Time Off in Lieu (TOIL) will be mutually agreed and administered at the local level by arrangement with the Employee and his/her supervisor. In such cases, the Employee and supervisor will document and agree the times and dates for any future reference.

*Rates for TOIL to be Banked*

6.5.18. TOIL will be banked at the overtime rate applicable for the time worked, e.g. if an Employee elects to bank eight (8) hours work on a Sunday into his/her TOIL bank, the actual time banked will be sixteen (16) hours. In normal circumstances, the TOIL bank should not exceed five (5) working days.

## 6.6. Shift Work

*Definitions*

6.6.1. For the purposes of this clause:

**"Continuous shift"** means an Employee who is regularly rostered over 7-days of the week, including Sundays and Public holidays;

**"Rostered Shift"** means a shift which the Employee concerned has had at least one weeks notice.

**"Short Term Shift"** means a shift covering any duration of a minimum of 5 days up to a maximum of 8 weeks Monday to Friday only.

**"Shift Work"** shall mean work done by separate relays of Employees working recognised hours, preceding, during, or following the ordinary working hours.

*Shift Work Conditions*

6.6.2. Where an Employee is required by the Employer to work shift work this Part will apply. Where there is an inconsistency between this Part and the rest of the Agreement, this Part shall prevail.

*Shift Work Hours*

- 6.6.3. Ordinary hours will average 36 hours per seven day cycle but will not exceed 144 hours in 28 consecutive days. Ordinary hours will include 30 minutes paid crib time per shift.
- 6.6.4. By agreement between the Employer and the majority of Employees who will work the shift, a shift may be up to 12 ordinary hours except at the regular change over of shifts an Employee shall not be required by the Employer to work more than one shift in each 24 hours.
- 6.6.5. The ordinary working hours of any Employee involved in a twelve-hour shift is 36.0 per week which may be spread over the full cycle of the roster, provided that the average ordinary hours per week will not exceed 36.0.

*Overtime*

- 6.6.6. All overtime will be paid at double ordinary rates. This payment will be in lieu of shift penalty.
- 6.6.7. Every effort shall be made to confine such overtime in order for a ten hour rest to be observed.

*Rosters*

- 6.6.8. A roster of shifts that may provide for one two shifts or three shifts in a day. These two or three shift rosters may be rotating.
- 6.6.9. Not more than 8 shifts will be worked in any 9 consecutive days.
- 6.6.10. An Employee working on a shift when daylight savings starts or finishes will start and finish work at normal rostered shift times.
- 6.6.11. A shift roster to cover the period of temporary shift work shall be posted. The duration of the roster shall not exceed eight weeks.
- 6.6.12. Subject to this sub clause an Employer may:
  - (a) implement a roster with a cycle length of any period of weeks up to and including 12 weeks (or a longer period with the agreement of a majority of affected Employees) and with Employees' ordinary hours being averaged over such cycle; and
  - (b) require an Employee to undertake rostered shift work.
- 6.6.13. The following conditions apply to the preparation of rosters:
  - (a) the roster must specify shift starting and finishing times and where time rostered is overtime, that fact
  - (b) an Employer must not change the structure of a roster or implement a new roster unless it has given all affected Employees at least four weeks' notice of the change or new roster, or secured the agreement of all affected Employees.
  - (c) an Employer may require an Employee to work a different shift or shift roster upon giving 48 hours' notice or such shorter period as is agreed or as operational circumstances reasonably require.
- 6.6.14. The following conditions apply to the variation of current rosters:
  - (a) Subject to the approval of the Employer, Employees may, by agreement, exchange shifts and days off, but in these circumstances pay will be as if the work had proceeded according to the roster.
  - (b) The method of working shifts and commencing and finishing times may be varied by agreement between the Employer and the Employee and/or the Employees

representative to suit the circumstances of particular work locations.

*Penalty Shift*

6.6.15. An Employee who is transferred onto or between shifts on short notice will be paid the following penalty rates

- (a) Less than 48 hours notice - DT until 72 hours from notice is reached
- (b) Less than 72 hours notice - T1/2 until 72 hours from notice is reached

6.6.16. The penalty will be paid in addition to all normal payment which apply.

6.6.17. The parties to this agreement agree that certain local agreements relating to temporary shift work shall continue to operate.

*Public Holiday – Rostered On*

6.6.18. Where a shift commences between 11.00 p.m. and midnight on a public holiday, the time so worked before midnight shall not entitle the Employee to the holiday rate; provided that the time worked by an Employee on a shift commencing before midnight on the day preceding a holiday and extending into a holiday shall be regarded as time worked on such holiday.

6.6.19. In addition to the normal day's pay, a shift work Employee who is rostered on and works the normal hours on a public holiday may, if so desired, by mutual agreement an Employee may waive the entitlement to payment and receive time in lieu.

6.6.20. By mutual agreement, and where it is practicable, a shift work Employee who would normally be rostered for duty on a shift which falls on a public holiday, may observe the public holiday.

*Public Holiday – Rostered Off*

6.6.21. A shift work Employee, who is rostered off, and works on a shift that falls on a public holiday then in addition to the Employee's normal days pay and day off in lieu, an Employee will receive one and a half day's pay.

6.6.22. A shift work Employee who is rostered off on any of the holidays as defined in this agreement, and who does not work shall, at the discretion of the Employee, be:

- (a) paid an additional day's pay at the ordinary rate of pay; or
- (b) Credited with a day's leave in lieu thereof which shall be taken at a mutually convenient time or when recreation leave is next taken.

*Rest Period After Shift Work*

6.6.23. A shift worker, when going on shift or returning to day work shall have at least 10 consecutive hours off duty (8 hours for 8 hour shift workers) on completion of the day work, shift and any overtime and shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances for any such off duty period.

6.6.24. Employees are entitled to ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence in the following circumstances:

- (a) where an Employee works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the Employee has not had at least ten consecutive hours off duty between those times; or
- (b) Where an Employee not engaged on continuous shift work works overtime on a Sunday or public holiday which continues after 9.30 p.m.

6.6.25. Where the Employer instructs the Employee not to take such a break the Employee will be paid double time until the break is taken.

6.6.26. An 8 hour break will be substituted for a 10 hour break when overtime is worked:

6.6.27. In the case of Employees when rostered for duty officer or availability duty an eight hours will be substituted for ten hours, when performing other than prearranged work.

*Annual Leave*

6.6.28. A continuous shift worker as defined by the NES is entitled to 5 week's annual leave. The annual leave will be calculated on 5/52 of the number of nominal hours worked by the Employee as a continuous shiftworker during the preceding 12 month period.

6.6.29. Where a shift worker is not defined by the NES as a continuous shift worker the Employee will be entitled to 4 weeks annual leave. The annual leave will be calculated on 4/52 of the number of nominal hours worked by the Employee as a shiftworker during the preceding 12 month period.

*Personal Leave*

6.6.30. Employees shall not be entitled to payment for absences on sick leave unless they produce a certificate from a registered health practitioner except that for an absence up to two days no evidence is required.

6.6.31. Where it is impracticable to provide a medical certificate a statutory declaration will suffice.

*Training*

6.6.32. As far as possible, training will be arranged on rostered on shifts.

6.6.33. Where such training does not extend for the full shift, Employees will wherever practicable, complete the balance of their shift at their normal work location.

6.6.34. Where Employees are called to participate in training on rostered off days they will be paid for actual hours worked, in accordance with clause 6.5, or by mutual agreement shall receive equivalent compensating time off, in accordance with clause 6.16 and 6.17.

*Shift Allowances*

6.6.35. Penalties are payable in respect of ordinary hours at the following rates:

(a) Afternoon shift	15%
(b) Night shift	30%
(c) Weekend Shift (Saturday / Sunday)	100%
(d) Public holiday	150%
(e) Continuous Shift (WA only)	140%

**6.7. Smoko Breaks, Lunch Breaks, Crib Breaks & Other Breaks.**

*Smoko Breaks*

6.7.1. Each Employee will be entitled to a paid smoko break of 20 minutes' duration in the Employer'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*

6.7.2. Employees 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 fifth hours from the

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

- 6.7.3. Where an Employee is required to work beyond the fifth hour without a lunch break they will be paid at overtime rates until such time as a lunch break is taken.
- 6.7.4. If overtime continues to the tenth hour from the commencement of overtime, the Employee shall be entitled to a further meal break of not more than one hour. Furthermore, where overtime continues after the tenth hour from the commencement of overtime, the Employee shall be entitled to a further meal break of not more than one hour after each additional 5 hours until such time as overtime is completed.

*Crib Breaks*

- 6.7.5. 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 1.5 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m;
  - (b) a further fort-five (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.
- 6.7.6. When Employees work more than four hours' overtime on a Saturday and/or Sunday they will be entitled to a paid 20 minute meal break at the end of the fourth hour at ordinary rates and every four hours thereafter.
- 6.7.7. To avoid any doubt, Employees working overtime will be entitled to the breaks outlined above.

## **Part 7. Leave and Public Holidays**

### **7.1. Annual Leave**

#### *Entitlement*

- 7.1.1. An Employee shall be entitled to leave of absence on full pay, for a period equal to four(4) weeks for each period of twelve (12) months' Service (less the period of leave) with their Employer: Provided that, Employees employed on Shift Work where three (3) shifts per day are worked over a period of 7 days per week, shall be entitled to not less than five (5) weeks for each period of twelve (12) months' Service (less the period of leave). Provided further that Employees engaged in remote communities or who are required to work more nine (9) out of twelve (12) months in a living away from home arrangement shall be entitled to not less than five(5) weeks for each period of twelve (12) months' service (less the period of leave).
- 7.1.2. The annual leave prescribed by this clause shall be exclusive of any period of personal leave or of the holidays prescribed by clause 7.6 (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.
- 7.1.3. Unless otherwise agreed, an Employee may take annual leave in 2 separate periods. The second period is to be taken within six (6) months of the leave falling due.
- 7.1.4. Provided that if an Employee, who works an average of thirty-six (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.

#### *Payment for annual leave*

- 7.1.5. 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.
- 7.1.6. For the purpose of clause 7.1, wages payable for annual leave shall be calculated by including the following rates:
- (a) wages (clause 4.1);
  - (b) Electrical Licence allowance (clause 5.6);
  - (c) Leading Hand allowance(clause 5.3); and
  - (d) Nominees Allowance(clause 5.12),

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.

- 7.1.7. The rate prescribed for work in ordinary time by clause 6.6 (Shift Work) according to the Employee's roster or projected roster including Saturday and Sunday shifts.
- 7.1.8. 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 5.10 (Travelling Time and

Fares) and clause 6.5 (Overtime) nor any payment to the Employee for reimbursement for expenses incurred.

*Annual leave loading*

- 7.1.9. During a period of annual leave, and unless noted on the table below, an Employee shall receive a loading of 17.5% 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.
- 7.1.10. The loading prescribed above shall also apply to proportionate leave on lawful termination, but shall not apply where an Employee is dismissed by the Employer for reasons of malingering, inefficiency or neglect of duty:
- 7.1.11. Provided that where the Employee would have received shift loadings prescribed by clause 6.6 (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 6.6.36 in lieu of the 17.5% loading.
- 7.1.12. 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 6.6.36 in lieu of the shift loadings.

*Employment during leave*

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

*Payment in lieu of annual leave*

- 7.1.14. The annual leave provided for shall be taken and payment shall not be made or accepted in lieu of annual leave.

*Leave to be taken*

- 7.1.15. 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.

*Calculation of service with the Employer*

- 7.1.16. 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.
- 7.1.17. 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.
- 7.1.18. Where the Employer is a successor, assignee or transferee 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 transferee, Service with the Employer's predecessor shall be deemed to be service of the Employer.

*Calculation of continuous service for annual leave*

- 7.1.19. Continuous employment, for the purposes of clause 7.1, means weekly employment until termination of employment.

- 7.1.20. For the purpose of clause 7.1 Service shall be deemed to be continuous notwithstanding:
- (a) 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;
  - (b) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the Employer; or
  - (c) any absence with reasonable cause, proof whereof shall be upon the Employee.
- 7.1.21. Any absence from work by reason of any cause not being a cause specified above shall not be deemed to break the continuity of Service for the purpose of this clause, unless the Employer during the absence or within fourteen (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.
- 7.1.22. 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.
- 7.1.23. In calculating the period of twelve (12) months' continuous Service, any such absence as aforesaid shall not, except to the extent of not more than thirteen (13) weeks in a twelve (12) monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve (12) months' continuous Service.
- Leave allowed before due time*
- 7.1.24. An 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.
- 7.1.25. 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 3.6 (Payment on Termination) and shall be entitled to deduct the amount of excess from any remuneration payable to the Employee upon the termination of employment.
- Proportionate leave on termination*
- 7.1.26. If after one week's continuous Service in any qualifying 12 monthly period, an Employee lawfully leaves their employment or their employment is terminated by the Employer through no fault of the Employee, the Employee shall be paid at the appropriate rate of wage prescribed in clause 4.1 (Wages) for 2.923 hours for each completed week of continuous Service.
- 7.1.27. Provided that continuous shift workers shall be paid for 3.654 hours for each completed week of continuous Service.
- 7.1.28. In addition to the provisions 7.1.6 an Employee who has accrued annual leave entitlements during previous twelve (12) monthly periods as prescribed by clause 6.1 shall be paid their cumulative entitlements upon termination.



*Annual close down*

- 7.1.29. Notwithstanding the provisions of clause 7.1 a principal Employer may by two (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 twelve (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.
- 7.1.30. For the purpose of clause 7.1.29, 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 three (3) consecutive weeks, exclusive of public holidays, where the Employees agree with their Employer that annual leave may be taken in 2 periods.
- 7.1.31. An 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.

*Annual leave records*

- 7.1.32. Every 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.

*Emergency persons*

- 7.1.33. In addition to the leave hereinbefore prescribed for other than shift workers, Employees engaged as emergency persons who make agreements in writing with their Employers 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.

*Accrual of annual leave*

- 7.1.34. If any such annual leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year.

*Portable Annual Leave Scheme*

- 7.1.35. The parties may agree to enter into a portable annual leave scheme.
- 7.1.36. The implementation of any such scheme is to be managed through the consultation mechanism prescribed at clause 2.2. However, the ultimate decision to implement such a scheme can only be made with the agreement of all parties.
- 7.1.37. A portable annual leave scheme may only be implemented if the affected Employees will be better off overall when compared to the annual leave provisions in this Agreement.

7.1.38. If a portable annual leave scheme is implemented, and provided that the affected Employees are better off overall (as defined in clause 7.1.37), and subject to the terms of the scheme itself, entitlements accrued pursuant to the scheme may be set off against the Employer's other obligations in respect of annual leave.

## **7.2. Personal Leave**

7.2.1. An Employee may take paid personal / carer's leave if the leave is taken:

- (a) Because the Employee is unfit 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 an unexpected emergency affecting the member.
  - (ii) in the event of bushfire, flood or other emergency situations, where an Employee must evacuate their family

7.2.2. Personal leave entitlements are:

- (a) From commencement 86.4 hours per year for the first two years of service (up to 48 months' service).
- (b) 108 hours for each completed year thereafter.
- (c) Up to 72 hours per annum of personal leave may be used as carers leave.
- (d) A casual Employee shall be entitled to up to 72 hours of unpaid personal leave per annum.

7.2.3. So that there may be no doubt, personal leave shall be treated as time worked for the purposes of accruing RDOs, annual leave and equivalent entitlements.

7.2.4. All unused personal leave accumulates. However for the avoidance of doubt personal leave will not be paid out under any circumstances.

7.2.5. A part time Employee shall be entitled to pro-rata personal leave based on the fulltime entitlement.

7.2.6. Personal Leave shall accrue while the Employee is employed by the Employer and any successor assignee or transmittee without a termination of engagement and includes:

- (a) any period of approved paid leave without pay up to six months on account of medically certified incapacity arising out of personal illness or personal injury other than an accident or injury for which Workers Compensation is payable; and
- (b) any period of absence up to twelve months as a result of an injury by accident arising out of and in the course of employment for which the Work cover Authority or any successor or agent accepts liability to make weekly payments;

7.2.7. Any absence from work without approval will not count as service.

7.2.8. Any absence above two (2) consecutive days must be supported with a certificate from a registered medical practitioner or statutory declaration.

7.2.9. Employees will notify their team leader or nominated person of absence as soon as they are

aware of it and prior to commencement time or soon as is practical.

*Workers' compensation*

- 7.2.10. Where an Employee is in receipt of workers' compensation, the Employee is not entitled to concurrent payment of personal leave. However, the Employer must continue to make payments in relation to redundancy, income protection and superannuation as if the Employee were taking personal leave.

**7.3. Compassionate Leave**

- 7.3.1. Full-time, part-time and long-term casual Employees are entitled to 21.6 hours 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.

- 7.3.2. An Employee is entitled to use up to 14.4 hours personal leave in addition to compassionate leave.

- 7.3.3. On the production of satisfactory evidence of the death outside of Australia of an Employee's close relative where such Employee travels outside of Australia to attend the funeral, the Employee shall be entitled to 14.4 hours additional compassionate leave.

- 7.3.4. A casual Employee, other than a long-term casual Employee, shall be entitled to 21.6 hours unpaid compassionate leave.

*Taking compassionate leave*

- 7.3.5. 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 section 104 of the Act; or
- (b) after the death of the member of the Employee's immediate family or household referred to in section 104 of the Act.

- 7.3.6. 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.

- 7.3.7. For the purposes of this clause, "**immediate family**" includes:

- (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, grandchild, legal guardian, niece, nephew, uncle, aunt, cousins, sons-in-law, daughters-in-law, or sibling of the Employee.

*Unpaid leave*

- 7.3.8. An Employee, with the consent of the Employer, may take a period of unpaid leave when a member of the Employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

#### **7.4. Long Service Leave**

7.4.1. All Employees shall be registered with the relevant State or Territory construction Long Service Leave scheme, being:

<b>Jurisdiction</b>	<b>Scheme</b>
ACT	NEST
NSW	NEST
NT	NT Build
Qld	Q Leave
SA	CBS
Tas	Tasbuild
Vic	Co-Invest
WA	Construction Industry Long Service Leave Payments Board

7.4.2. The Employer must ensure that all Employees are registered under the relevant scheme.

7.4.3. All eligible Employees will receive enrolment forms to join the relevant scheme and all new starters will have this documentation as part of their induction kit.

#### **7.5. Parental Leave**

7.5.1. An Employee is entitled to the Parental Leave provisions contained in the relevant legislation. An Employee, other than a casual, will be entitled to 7 days leave, with full pay, for parental leave. The entitlement to paid parental leave is in addition to any government funded maternity (and associated) leave scheme.

#### **7.6. Public Holidays**

7.6.1. Each full-time or part-time Employee shall be entitled, without loss of ordinary pay, to public holidays as follows:

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

and such other days as are gazetted as a public holiday in the locality to which this Agreement applies.

7.6.2. For the purpose of this Agreement:

- (a) when Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.
- (b) when New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday

#### *Working on Public Holidays*

7.6.3. 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.

*RDO's falling on Public Holidays*

- 7.6.4. If it is a term of this Agreement that RDO's are applicable, where an RDO coincides with a public holiday as prescribed within this Agreement then the relevant Employee/s by agreement with management may have one of the following choices:
- (a) have a day added to the period immediately following his/her annual leave (this day does not attract annual leave loading); or
  - (b) be paid for 8 hours work at the applicable overtime rate, as if the Employee had worked the public holiday (less 24 mins to the RDO bank); or
  - (c) take the next ordinary working day immediately following the Public Holiday, or an alternative day.

**7.7. Jury Service Leave**

- 7.7.1. 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.
- 7.7.2. 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.
- 7.7.3. Employees shall notify their Employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 7.7.4. 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.
- 7.7.5. "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.

**7.8. War Disability**

- 7.8.1. An ex member of the armed forces who is absent from duty because of a disability which has been accepted by the Department of Veterans' Affairs as due to war service may be granted subject to Employer approval special sick leave on the following basis:
- 7.8.2. An Employee shall receive a leave credit of 108 hours after six months service and a further 108 hours on each anniversary of engagement, subject to a maximum available accumulation at any time of 720 hours
- 7.8.3. Payment during leave shall be at the Employee's ordinary rate of pay, subject to the production of a medical certificate stating that the absence is due to a disability which has been accepted by the Department of Veteran's Affairs as due to war service.
- 7.8.4. If the war disability leave credit has been exhausted, an Employee may use normal sick leave credits.

## **7.9. Attendance At Court**

- 7.9.1. Employees subpoenaed to attend Court as Crown witnesses will be granted leave without loss of pay. Employees subpoenaed to attend Court other than Crown witnesses will be granted leave without pay or, at their option and provided they have sufficient leave credit, be granted recreation leave for the period involved.
- 7.9.2. Employees subpoenaed to attend Court, other than as Crown witnesses, will be granted leave without loss of pay where such Employees are required to give evidence because of their expertise in connection with their employment.

## **7.10. Transfer Leave**

- 7.10.1. Employees who are appointed to advertised positions or transferred at the Employer's request may be granted up to 14.4 hours leave to assist Employees in finding a home in the new locality. It is expected that this leave would normally be taken prior to the Employee commencing in the new position.
- 7.10.2. To assist Employees in moving their home, up to 14.4 hours leave may be taken for packing and unpacking of furniture and household effects and for travel to the new work locality.

## **7.11. Defence Force Training**

- 7.11.1. On production of evidence of attendance leave of absence with pay may be granted for 72 hours in any year to any Employees who are voluntary members of the Defense Reserve Schemes.
- 7.11.2. Employees may elect to be granted any annual leave due to them in lieu of an equivalent period of leave granted in the above clause.
- 7.11.3. Application for leave shall be submitted for approval through normal channels and satisfactory evidence of attendance at the annual training camp, etc, shall be forwarded on resumption of duty.
- 7.11.4. Leave granted under this clause shall be included as service for the purpose of annual, sick and long service leave.
- 7.11.5. If they receive compensation and the amount is less than the amount of pay which they would have received had they been granted personal leave, they may be paid an amount equal to the difference and their personal leave credit will be reduced by the amount of such payment this is at the discretion of the Employer.

## **7.12. Blood Donors**

- 7.12.1. On production of evidence of attendance, leave without loss of pay will be granted to Employees who are registered blood donors for the time lost when they are required to donate blood during work hours.
- 7.12.2. Employees who are registered with the Bone Marrow Registry will also be granted leave without loss of pay upon production of evidence of attendance, for the purposes of undergoing bone marrow donation procedures during working hours.

## **7.13. Infectious Diseases**

- 7.13.1. Where Employees are compulsorily isolated because of contact with a person suffering from a notifiable infectious disease, they may be granted at the discretion of the Employer leave with pay for the period of compulsory isolation, subject to the production of a certificate from the Medical Officer of Health certifying to the period that compulsory isolation is necessary. Only the certificate of the Medical Officer of Health will be accepted for this purpose

**7.14. Citizenship Ceremony**

7.14.1. Leave without loss of pay may be granted to Employees for the purpose of attending ceremonies to receive naturalisation papers.

**7.15. Income Protection & Trauma Insurance Scheme**

7.15.1. Income protection and trauma insurance is to be provided in accordance with the relevant Jurisdiction appendix to this Agreement.

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**Part 8. Home Depot, Distant Work and Living Away From Home, Working in Other Jurisdictions, Relocation**

**8.1. Definitions**

8.1.1. For the purposes of this Part:

- (a) **"Distant Worker"** means an Employee who has provided satisfactory evidence that, due to engagement at the Depot, that Employee is unable to reasonably return home each night.
- (b) **"Living Away From Home Allowance"** means an allowance payable in accordance with clause 8.4 of this Agreement.
- (c) **"Local Worker"** means an Employee whose usual place of residence is within the local area.
- (d) **"Reasonable Board and Lodging"** means, consistent with clause 8.4.7, lodging in a well-kept establishment with three adequate meals per day, adequate furnishings, good lighting and heating, hot and cold running water, in a single or twin room if a single room is unavailable.

**8.2. General**

8.2.1. The Employer shall advise an Employee, or prospective Employee, of their entitlements under Part 8:

- (a) for new Employees – at the time of their interview for the position or, where there no interview is conducted, via an information pack provided to the Employee prior to their commencement; and
- (b) for existing Employees - prior to their commencing work under this agreement.

8.2.2. Each Employee shall be assigned to a Depot. This assignment shall occur no later than:

- (a) for new Employees – upon commencement of employment; and
- (b) for existing Employees – upon commencement of work under this Agreement.

8.2.3. The assigned Depot shall be the point from which relevant entitlement are calculated (e.g. Living Away From Home, Fares and Travel etc.).

8.2.4. The assigned Depot shall determine which jurisdiction the Employee is engaged in.

8.2.5. An Employee shall only be transferred from the assigned Depot by agreement between the Employee and the Employer. Such a transfer shall accrue a Relocation Allowance prescribed at clause 8.5.

**8.3. Distant Workers**

8.3.1. Prior to commencing employment under this Agreement, the Employer shall determine whether the Employee shall is correctly defined as a "distant worker" or "local worker". The Employer is entitled to request such information as is necessary to make this determination. The appropriate definition shall be shown on the Employer's records when the Employee completes the Application Format the pre-employment interview or equivalent.

8.3.2. In determining "usual place of residence" the Employer shall obtain, and the applicant for employment shall provide a statement in writing of residence, at the time of engagement, provided that documentary evidence of the applicant's usual place of residence, such as a motor driver's licence may be provided and accepted in lieu of the statement in writing.

8.3.3. The Employee's usual place of residence and not the place of employment shall determine



the applicability of this clause.

- 8.3.4. An Employee shall notify the Employer in writing of any subsequent change to their usual place of residence. Any subsequent change of to their usual place of residence shall not entitle a local worker to be reclassified as a distant worker unless the Employer agrees. Where such a change results in the Employee no longer falling within the definition of a distant worker, that Employee shall cease to have an entitlement to receiving the related allowance.
- 8.3.5. The Employer shall not, under any circumstances, attempt to persuade or induce applicants for employment to provide a local address as the usual place of residence in an effort to avoid the Employer's obligations under this clause.
- 8.3.6. It shall be sufficient grounds for termination that an Employee provides false and/or misleading information as to their place of residence.

#### **8.4. Living Away From Home**

- 8.4.1. The Employer is committed to provide an agreed standard of support, workplace amenities and living conditions for those Employees who are temporarily required by the Employer to live away from home.
- 8.4.2. For the purpose of this policy, a "distant project work" is one where the location of the "on-site project work" is such that because of its distance or because of the travelling facilities available to and from the location it is reasonably necessary for an Employee to live and sleep at some place other than their usual place of residence in accordance with the relevant tax rulings. Living Away from Home allowance will normally be paid in arrears. Where an Employee elects to be paid the allowance in advance, and the amount paid eventuates to be an overpayment, the Employee agrees to allow the Employer to reclaim any portion of the advanced allowance payment out of the Employee's next scheduled pay.
- 8.4.3. The entitlements for Employees while staying away on an interstate/intrastate project are listed below:
- (a) Option 1: The Employer will pay all accommodation, meals and reimbursement of reasonable out of pocket expenses;
  - (b) Option 2: The Employer will provide accommodation and a meal allowance of \$93.50; or
  - (c) Option 3: the Employer to pay Employees a daily, tax free allowance, relevant to the actual location and in accordance with the tables below. The tables below are taken from the Australian Taxation Office advice TD2010/019 and is effective from 1 July 2010 to 30 June 2011. These allowances will be increased in accordance with the dollar amount determined by the Australian Taxation Office (ATO) in July each year.

<b>Place</b>	<b>Accomm. \$</b>	<b>Food and drink</b> \$ B'fast 23.10 Lunch 25.90 Dinner 44.50	<b>Incidentals\$</b>	<b>Total \$</b>
Adelaide	157	93.50	16.85	267.35
Brisbane	201	93.50	16.85	311.35
Canberra	145	93.50	16.85	255.35
Darwin	172	93.50	16.85	282.35

Hobart	117	93.50	16.85	227.35
Melbourne	173	93.50	16.85	283.35
Perth	164	93.50	16.85	274.35
Sydney	183	93.50	16.85	293.35
High cost country centres	See Table 4	93.50	16.85	Variable – see Table 4
Tier 2 country centres (see Table 5)	107	B'fast 20.65 Lunch 23.60 Dinner 40.65	16.85	208.75
Other country centres	92	B'fast 20.65 Lunch 23.60 Dinner 40.65	16.85	193.75

**Table 4: High cost country centres – accommodation expenses**

Country centre	\$	Country centre	\$
Albany (WA)	118.20	Horsham (VIC)	113.00
Alice Springs (NT)	113.00	Jabiru (NT)	198.00
Ballarat (VIC)	122.50	Kalgoorlie (WA)	138.50
Bendigo (VIC)	122.00	Karratha (WA)	285.00
Bright (VIC)	113.00	Katherine (NT)	120.50
Broome (WA)	214.00	Kununurra (WA)	182.00
Bunbury (WA)	122.50	Launceston (TAS)	115.50
Burnie (TAS)	125.00	Mackay (QLD)	132.50
Cairns (QLD)	123.00	Maitland (NSW)	111.50
Carnarvon (WA)	146.30	Mount Isa (QLD)	158.50
Christmas Island (WA)	150.00	Newcastle (NSW)	132.50
Cocos (Keeling) Islands	110.00	Newman (WA)	195.00
Dalby (QLD)	110.00	Norfolk Island	132.50
Dampier (WA)	174.40	Port Hedland (WA)	270.00
Derby (WA)	181.50	Port Lincoln (SA)	112.00
Devonport (TAS)	128.50	Port Macquarie (NSW)	115.00
Echuca (VIC)	122.30	Queanbeyan (NSW)	113.50
Emerald (QLD)	119.50	Tamworth (NSW)	111.00
Esperance (WA)	118.00	Thursday Island (QLD)	180.00
Exmouth (WA)	190.00	Townsville (QLD)	124.00
Geelong (VIC)	121.00	Wagga Wagga (NSW)	117.50
Geraldton (WA)	133.50	Warrnambool (VIC)	114.20
Gladstone (QLD)	118.50	Weipa (QLD)	138.00
Gold Coast (QLD)	135.00	Whyalla (SA)	118.00
Halls Creek (WA)	147.50	Wilpena-Pound (SA)	142.00
Hervey Bay (QLD)	119.00	Wonthaggi (VIC)	122.00
Horn Island (QLD)	169.00	Yulara (NT)	331.00

<b>Country centre</b>	<b>Country centre</b>
Ararat (VIC)	Kingaroy (QLD)
Armidale (NSW)	Mildura (VIC)
Bairnsdale (VIC)	Mount Gambier (SA)
Bathurst (NSW)	Mudgee (NSW)
Bordertown (SA)	Muswellbrook (NSW)
Broken Hill (NSW)	Naracoorte (SA)
Bundaberg (QLD)	Orange (NSW)
Castlemaine (VIC)	Port Augusta (SA)
Ceduna (SA)	Portland (VIC)
Coffs Harbour (NSW)	Renmark (SA)
Cooma (NSW)	Rockhampton (QLD)
Dubbo (NSW)	Roma (QLD)
Gosford (NSW)	Seymour (VIC)
Goulburn (NSW)	Swan Hill (VIC)
Hamilton (VIC)	Toowoomba (QLD)
Innisfail (QLD)	Wollongong (NSW)
Kadina (SA)	

- 8.4.4. A midday meal allowance to the value of Clause 8.4.3 will be paid on the final day of a period of working away. For example, should an Employee be working away from home and receiving LAHA for the period Monday to Friday, then a meal allowance as per Clause 8.4.3 will be paid for the final day being Friday.
- 8.4.5. Except in exceptional circumstances, the Employee will determine which of the above will apply prior to commencement of the project.
- 8.4.6. The minimum standard of accommodation is a three star rating by a motoring club affiliated to the Australian Automobile Association (e.g. the RAA) or equivalent in a well-maintained, air-conditioned single motel style room with radio/television and ensuite bath/shower, toilet facilities and access to a refrigerator for the secure storage of the Employee's food and beverages. The Employer will supply each Employee with their own room.
- 8.4.7. 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 the work in the new location.
- 8.4.8. If the Employer provides accommodation, the Employer must make all reasonable attempts to secure the agreed standard of accommodation. Where an Employee is required to stay in a standard of accommodation less than prescribe in the agreement, the Employer will pay an additional allowance of \$65 a night.
- 8.4.9. Should either party believe that the standard of accommodation is being compromised, it will immediately be referred back through the Dispute Settlement Procedure of this Agreement. Whilst such a dispute is being finalised, Option 3 shall apply.
- 8.4.10. For Employees required to work away for continuous periods greater than seven days and are working six out of the seven days without return travel home, laundry services will be arranged or provided.

- 8.4.11. Reasonable telephone expenses or reasonable use of company phones will apply but may be restricted to off-peak periods to minimise costs.
- 8.4.12. Employees will not be required to work away from home for more than two (2) consecutive weeks without returning home. Notwithstanding that shorter or longer periods may be mutually agreed as an outcome of a meeting between the affected Employees and the Employer.
- 8.4.13. Employees working on an intrastate project will not stay away from home for continuous periods exceeding two weeks unless agreed between the Employer and the affected Employees. The Employees returning home after their two-week period will be paid as per the Agreement for their travel time home.
- 8.4.14. Whilst Employees are required to work away from their usual Depot there shall be reasonable private use of company vehicles. Employees wishing to use Employer motor vehicles for private use whilst living away from home must seek approval from their Manager. Where private use is not available, Employees will be provided with taxi vouchers for reasonable travel use whilst working away.
- 8.4.15. The Employer will ensure that Employees have adequate facilities when working on sites, and that all inclement weather entitlements will be observed while working away.
- 8.4.16. In order to assist in maximising the benefit of the living away from home clause for Employees and the Employer, expressions of interest must be first sought from the Employees. Employees must have been given at least fourteen (14) days notice to decide whether or not to volunteer for the work.
- 8.4.17. Prior to the fourteen (14) days notice, the Employer must state in writing when seeking an expression of interest, the amount of Employees required for the job, the time frame in which the Employees would be absent, the location of the job and the remuneration which the Employees would be paid whilst away. Notwithstanding this, any remuneration paid must not be less than what is contained in this agreement.
- 8.4.18. If not enough volunteers come forward the Employer will then nominate persons to fill those positions. An Employee may refuse to undertake living away from home duties which are unreasonable having regard to:
- (a) any risk to the Employee's health and safety;
  - (b) the Employee's personal circumstances including any family responsibilities; and
  - (c) any other relevant matters.
- 8.4.19. In the event that the Employer requires Employees to live away from home with less than fourteen (14) days notice and the Employees accept this work under a volunteer arrangement, then through consultation with the affected Employees and their workplace representatives, a financial bonus may be negotiated above the rates contained in this agreement.
- 8.4.20. If there is any disagreement about the application of this clause, the disputes procedure contained in this agreement must be followed.
- 8.4.21. Working in other Jurisdictions
- 8.4.22. This clause relates to where an Employee is required to work outside of their home jurisdiction.

- 8.4.23. Where an Employee is required to work in a jurisdiction with conditions less favourable than that of their home jurisdiction, the Employee shall continue to receive their home jurisdictions conditions.
- 8.4.24. Where an Employee is required to work in a jurisdiction with conditions more favourable than that of their home jurisdiction, the Employee shall instead receive the conditions of that jurisdiction.
- 8.4.25. The entitlements under this clause are in addition to the living away from home entitlements.
- 8.4.26. So that there may be no doubt, the Employer shall be liable for any Fringe Benefits Tax incurred by an Employee under this clause.

## **8.5. Workplace Relocation**

- 8.5.1. An Employer may request an Employee to undertake a permanent relocation from one Employer site to another (existing or new) Employer worksite.
- 8.5.2. Where an Employee agrees to such a request, the Employee shall be compensated for all costs and various factors relating to the move to the new work location. Such factors shall include:
- (a) a familiarization visit (including airfares for Employee and partner or car allowance or accommodation expenses (excluding cost of meals)
  - (b) removal/relocation (including economy airfares or car allowance or rail/bus fares for a single one way journey, removal of furniture and effects, insurance for furniture and effects, transportation of pets, transportation costs for eg second private car, motor cycle, boat, trailer and caravan)
  - (c) temporary accommodation (up to one months full reimbursement on arrival at new location);
  - (d) sale of existing residence or land (including costs associated with the sale of an existing residence or land at the former location i.e. legal expenses, agents fees, stamp duty, and mortgage discharge costs).
  - (e) Costs associated with the purchase of a residence or Land at the new location (Stamp duty Mortgage, discharge costs).
- 8.5.3. So that there may be no doubt, an Employee cannot be required to relocate. Where an Employee refuses a request to relocate, and the Employer subsequently terminates their employment, such termination shall be deemed a redundancy.
- 8.5.4. Where an Employee suffers a disadvantage due to relocation and does not receive a benefit under this clause, the Union shall negotiate with the Employer and may utilise the Dispute Settling Procedure in the Agreement. Disadvantage will include Employees who are required to move twice within a 12-month period.

## **Part 9. Training and Related Matters**

### **9.1. Commitment to Training**

9.1.1. EE-Oz has the responsibility, with the support of the industrial parties, for the development of training packages and accredited training products for endorsement by relevant authorities and the provision of advice and assistance to relevant 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.

9.1.2. The parties commit to utilising and relying upon EE-Oz training packages.

9.1.3. To ensure that apprenticeships and all other training initiatives provide maximum advantage to all parties the following shall apply to the training of any Employee employed under this agreement.

9.1.4. In particular, during the life of the Agreement the Employer and Union shall consult as to means to promote training opportunities:

- (a) for Aboriginal and Torres Strait Islanders; and
- (b) in regional and remote areas of Australia.

### **9.2. Induction Training**

9.2.1. The Employer shall ensure that all Employees engaged under this Agreement to perform work in relation to the underground installation of the NBN have successfully completed induction training meeting the following competencies:

- UEENEEE101A Apply Occupational Health and Safety regulations, codes and practices in the workplace;
- RIIOHS202A Enter and work in confined spaces
- RIIOHS205A Control traffic with stop-slow bat
- HLTCPR201A Perform CPR
- CPCCOHS10001A Work safely in the construction industry

9.2.2. The Employer shall ensure that all Employees engaged under this Agreement to perform work in relation to the aerial installation of the NBN have successfully completed induction training meeting the following competencies:

- UEENEEE101A Apply Occupational Health and Safety regulations, codes and practices in the workplace;
- UETTDREL04B Working safely near live electrical apparatus as non electrical worker
- RIIOHS205A Control traffic with stop-slow bat
- HLTCPR201A Perform CPR

- CPCCOHS10001A Work safely in the construction industry
  - CPCCCM3001A Operate elevated work platforms
- 9.2.3. All training shall be normal work hours. So that there may be no doubt, such training is time worked for the purposes of this Agreement.
- 9.3. Employees Undertaking Vocational Qualification Training**
- 9.3.1. Training shall be aligned with relevant National Training Packages or equivalent. Where a national Training Package does not exist, training shall be by agreement between the parties.
- 9.4. Agreement To Train**
- 9.4.1. A contract of training agreement detailing the qualification shall be entered into in accordance with the respective Training Package and State and Territory Training Authority requirements.
- 9.5. Training Providers**
- 9.5.1. All approved training programs for apprentices and trainees shall be provided by:
- (a) Future Skills Queensland;
  - (b) Electro Group Training
- or other RTOs endorsed by EE-Oz.
- 9.6. Post (AQF3) Training**
- 9.6.1. Post trade training shall be undertaken in accordance with EE-OZ Training Packages where relevant.
- 9.7. Dual (AQF) Training**
- 9.7.1. All Employees shall have their existing skills and knowledge recognised against national qualifications or unit(s) of competence contained within the EE-OZ Training Packages. The Employer shall provide assistance in the collection of relevant evidence about the Employee's skills to a preferred RTO.
- 9.7.2. Employees who start and train or already have modules in another AQF 3 training program (dual Trade) will agree to finish all of the remaining training to receive a certificate qualification.
- 9.7.3. Employees who have completed modules from a different training package but are not going to complete the entire package to have certified qualification will not have those modules acknowledged and therefore will not be able to carry out any work associated with the knowledge gained from that training.
- 9.7.4. All wages, allowances and other benefits provided by this agreement will be continued to be paid by the Employer for all time spent training.
- 9.7.5. All cost associated with training and apprenticeships/traineeships, including meals, accommodation and course fees, will be paid for by the Employer.
- 9.8. Skill Development**
- 9.8.1. The Employer acknowledges the changing pace of technology in the industry and the need for Employees to understand those changes and have the necessary skill requirements to keep the Employer at the forefront of the industry.
- 9.8.2. The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Employer, a commitment to training and skill

development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce; and
- (b) providing Employees with career opportunities through appropriate training to acquire the additional skills as required by the Employer,

taking into account:

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

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

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

9.8.5. The Employer will pay for course fees and training time for Employer required courses. Special courses requested by Employees will be assessed on an Employer-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 Employer.

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

#### **9.9. Multi-Skilling**

9.9.1. 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.

#### **9.10. Quality Assurance**

9.10.1. The parties endorse the underlying principles of the Employer'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 Employer 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.

#### **9.11. Cultural Awareness Training**

9.11.1. Employees performing work in localities with significant Aboriginal or Torres Strait Islander populations shall be provided relevant cultural awareness training.



**Part 10. Occupational Health And Safety**

**10.1. Occupational Health And Safety**

- 10.1.1. The Employer 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 Employer has a very strict safety culture. All of the Employer's policies and procedures relating to Safety are mandatory.
- 10.1.2. Employers and Employees shall co-operate to promote a safe and healthy work environment and adopt safe work practices in accordance with relevant occupational health and safety legislation, regulations and codes of practice, or any other relevant legislation.
- 10.1.3. All Employees must report any accidents or near misses to their supervisor immediately. Any injuries resulting from accidents must be reported to the supervisor immediately. The supervisor will report these accidents/incidents to the Employer Safety Manager immediately.
- 10.1.4. The Employer must provide personal protective equipment in accordance with the relevant Occupational health and safety legislation.
- 10.1.5. The Employer must 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:

Safety helmets;	Gloves class "oo" & "o";
Eye protection;	Ear/hearing protection;
30+ skin protective cream/sun screen;	Wide Brim Hat / Hard Hat Shade;
Fall arrest harness;	High visibility clothing.
Testing equipment	

- 10.1.6. One pair of UV rated safety glasses or UV rated prescription lenses will be provided to Employees.
- 10.1.7. Employees who require them will provide, on commencement and during the term of their employment, prescription spectacles and lenses that meet the requirement of relevant occupational health and safety laws..
- 10.1.8. The Employer will reimburse the Employee up to \$250.00 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.
- 10.1.9. The parties agree that appropriate eyewear must be worn at all times during working hours and that all items shall be kept clean and in good repair.
- 10.1.10. If there is a safety issue, 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 will continue in all other areas until a resolution on the issue is found.

## **10.2. Health & Safety Representatives**

- 10.2.1. Workers may elect a health and safety representative (“HSR”) in accordance with relevant health and safety legislation.
- 10.2.2. The parties recognise the important role of health and safety representatives. The health and safety representatives have a key role in the early intervention in health and safety issues.
- 10.2.3. Health and safety representatives shall be allowed all reasonable time necessary during normal working hours to attend to their role as an on-site representative under this agreement and the Employer must allow aHSR to exercise the representative's obligations during the representative's ordinary working hours.
- 10.2.4. Health and safety representatives shall be engaged as Employees and perform normal work when not representing their fellow workers in accordance with procedures in this agreement and relevant legislation.
- 10.2.5. Health and safety representatives are allowed 36 hours paid leave per year to undertake training that will assist them in their role as defined under applicable health and safety legislation. The training of aHSR shall be in accordance with the legislation in the relevant jurisdiction.
- 10.2.6. Employees will be paid their normal rate, including all allowances, while attending any training courses.

## **10.3. CPR and Poletop Rescue Course**

- 10.3.1. CPR, poletop rescue (where applicable) and other statutory training will be provided in accordance with relevant Electricity industry safety legislation, regulations and requirements (e.g. Safety Observers - 6 monthly).
- 10.3.2. This training will be provided during normal working hours and associated costs paid for by the Employer.

## **10.4. Amenities**

- 10.4.1. Reasonable access to amenities and accommodation must be determined in consultation with Employees and their elected health and safety representatives and union delegate.
- 10.4.2. To assist in these determinations, in each workplace and in relation to each Employee, decisions will need to be made about access to:
  - (a) suitable facilities for personal belongings;
  - (b) suitable facilities for changing clothes where required;
  - (c) suitable facilities for dining;
  - (d) combined facilities where appropriate;
  - (e) drinking water;
  - (f) arrangements for Employees who become sick at work;
  - (g) suitable toilet facilities;
  - (h) suitable hand washing facilities;
  - (i) seating; and
  - (j) Employee awareness to ensure knowledge of the available amenities determined

for the particular workplace.

10.4.3. Notwithstanding the above the Employer must ensure as a minimum the following facilities are reasonably available to the worker—

- (a) adequate clean water, and soap or another suitable cleansing agent, for washing the worker's hands;
- (b) Facilities to dry the worker's hands.

*Example - hand towels, paper towels or a mechanical hands dryer*

- (c) Adequate supply of potable, clean and cool drinking water is reasonably available to Employees.
  - (i) The supply of water must not be located in toilets:
  - (ii) If the water is made available in a container, the worker must be able to drink the water without having to drink directly from the same container as someone else.
- (d) The Employer must ensure that a sheltered area to eat meals and take breaks in is reasonably available to the worker. Further, the sheltered area must:
  - (i) be hygienic and separated from work activity that exposes or is likely to expose the worker to a health or safety risk;
  - (ii) be provided with portable food storage facilities such as a car fridge or insulated lunch box; and
  - (iii) have access to toilet facilities.

*Examples—*

- *a caravan*
- *a tent attached to a vehicle*

10.4.4. The above minimum requirements are in addition to any further legislative requirements with respect to workplace amenities.

#### **10.5. Provision of Hot Drink Making Facilities – Field Staff**

10.5.1. Field based vehicles will be fitted with a supply of potable water and a facility to boil water to enable the Employees to make hot drinks. Where such facilities can not be fitted to a vehicle, the Employer will provide the Employees using the vehicle with a suitable stainless steel thermos.

#### **10.6. Insulating Equipment**

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

#### **10.7. Smoking At Work**

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

#### **10.8. Safety Footwear**

10.8.1. Upon commencement, Employees must be supplied with safety footwear which meets the requirements of applicable Health and Safety laws and regulations and which is of a reasonable standard of comfort.

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

10.8.3. If an Employee determines that the type of footwear supplied by the Employer is not

suitable for his/her comfort, and chooses to purchase more expensive footwear then the Employee will be reimbursed up to \$95 for replacement safety footwear on a fair wear and tear basis, conditional upon return of the safety footwear to be replaced and providing the Employer with the original receipt for purchase of the replacement set.

#### **10.9. Surveillance Technology**

- 10.9.1. To assist in the Employer's commitment to health and safety, security of Employer assets and reduce the Employer's insurance premiums the Employer may install monitoring and surveillance equipment, including GPS, at the workplace and in Employer vehicles.
- 10.9.2. 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.
- 10.9.3. New Employees shall be notified of any monitoring equipment during their induction.
- 10.9.4. 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.
- 10.9.5. 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.
- 10.9.6. 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 Employer must gather further evidence relating to the Employee's conduct, during the investigation and will not solely rely on the evidence gathered from the monitoring and surveillance equipment undertake any disciplinary action against or to terminate the Employee.
- 10.9.7. Such equipment shall not be used, or data collected relied upon, when the Employee is not at work.

#### **10.10. Traffic Management**

- 10.10.1. The Employer recognises the importance of ensuring minimal disruption to traffic and to ensure the safety of road users and Employees as a result of having to undertake works on or near roads.
- 10.10.2. It is with this mind the Employer commits to ensuring full compliance with any relevant Road Traffic safety legislation.
- 10.10.3. In the absence of any Road Traffic Safety legislation the Employer shall comply with the provisions of the Victorian Code of Practice – Worksite Safety Traffic Management<sup>3</sup>.

#### **10.11. OH&S Right of Entry**

- 10.11.1. This clause applies in States or Territories where officers and Employees of a union do not have a right of entry in relation to occupational health and safety ("the Relevant Jurisdictions").
- 10.11.2. A Permit Holder may enter a place if:
  - (a) the place is a workplace or a relevant workplace area; and
  - (b) a worker working at the place is covered by this Agreement; and

<sup>3</sup> Available at <http://www.gazette.vic.gov.au/gazette/Gazettes2010/GG2010S351.pdf>

- (c) the Permit Holder reasonably suspects that a contravention of applicable safety legislation involving occupational health and safety has happened or is happening at the place that relates to or affects an Employee covered by this Agreement at the place.
- 10.11.3. After entering the place, the authorised representative may –
- (a) inspect any plant, substance or other thing at the place relevant to the suspected contravention mentioned in subsection (1)(c); or
  - (b) observe work carried on at the place; or
  - (c) speak to a person, with the person's consent, who is an eligible member of the Employee organisation; or
  - (d) speak to the occupier of the place about anything relevant to the suspected contravention mentioned in subsection (1)(c); or
  - (e) require the production for inspection of documents, including employment records, relevant to the suspected contravention mentioned in subsection (1)(c); or
  - (f) copy a document at the place relevant to the suspected contravention mentioned in subsection (1)(c); or
  - (g) require the occupier to give the Permit Holder reasonable help to exercise the authorised representative's powers under paragraphs (a) to (f).
- 10.11.4. A Permit Holder may enter a place for the purpose of discussing matters relating to occupational health and safety at the place with a worker at the place if –
- (a) the place is a workplace or a relevant workplace area; and
  - (b) a worker working at the place is covered by this Agreement.
- 10.11.5. After entering the place, the Permit Holder may discuss matters relating to occupational health and safety at the place with a worker who:
- (a) is covered by this Agreement; and
  - (b) wishes to take part in the discussion.
- 10.11.6. A discussion mentioned in subsection (2) may take place only when the worker is on a work break, including a meal break.

#### *Enforcement*

- 10.11.7. So that there can be no doubt, the Employer must take all steps necessary to ensure that a Permit Holder is not prevented from exercising a right under this clause, provided the notice requirements as clause 10.13 are complied with. In circumstances where an Employer is unable to ensure that a Permit Holder will be able to exercise a right under this clause, the Employer must advise the Union within one (1) week of becoming aware of such circumstances.

### **10.12. Notice of Entry**

- 10.12.1. This section applies for the entry into a place by a Permit Holder under clause 10.12.
- 10.12.2. The Permit Holder must give the occupier of the place written notice of the entry and the reasons for the entry:
- (a) for entry under section 90J--at least 24 hours before the entry; or

- (b) otherwise--as soon as practicable after the entry.
- 10.12.3. For entry in any case, the authorised representative must, as soon as practicable after entry, tell the occupier of his or her presence.
- 10.12.4. For the exercise of the power to inspect, or produce, documents that are employment records on entry under section 90I, the Permit Holder must at least 24 hours before exercising the power, give the occupier written notice of his or her intention to exercise the power and the reasons for the exercise of the power.

**10.13. Alcohol and Other Drug Policy**

- 10.13.1. The parties agree that the misuse of alcohol and other drugs can negatively impact on Employee's health and safety in the workplace.
- 10.13.2. The parties recognise that the management of impairment is one element of an Employee's overall fitness for work.
- 10.13.3. The parties agree that a new alcohol and other drug policy and underpinning procedures will be jointly developed and implemented during the life of this Agreement, taking into account the following, agreed, fundamental principles:
- that any policy be non-invasive, recognising that an Employee's rights to conduct his or her life, in whichever manner they so choose;
  - will not contain urine testing or blood testing, in any form;
  - will be based on the premise of mutual respect; and
  - will apply to all Employees, including the Chief Executive Officer.
- 10.13.4. The parties will make reasonable efforts to agree on the policy and procedures to support this approach.
- 10.13.5. The intention of this policy is to improve safety.

**Part 11. Agreement Compliance and Related Matters**

**11.1. Payment Of Wages**

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

11.1.2. The Employer 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 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
Income Protection Contributions, if applicable	Redundancy Contributions, if applicable
Accrued Sick Leave	Superannuation Contributions

11.1.3. On or before the payday the Employer will provide each Employee with their pay slip. This provision shall be met if the Employer forwards the pay slip by courier or by post no later than the payday.

11.1.4. 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 Employer must provide the Employee with the information by appropriate means (telephone, fax, etc.) during working hours.

11.1.5. Where the Employer 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.

11.1.6. If, through the fault of the Employer, an Employee is kept waiting for their wages after the normal pay time on the regular pay day the Employee shall be paid at overtime rates for all hours until their pay is available or alternative arrangements agreed between the Employer and the Employee, provided that the Employee is not disadvantaged. If the Employer does not cause the delay there will be no payment paid to the Employee.

11.1.7. Where an action by the Employer has delayed the usual day an Employee's pay is deposited in their financial account/s, the Employer 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).

11.1.8. Any under payment of wages shall wherever practical and possible be corrected on the next working day.

11.1.9. Suitable alternative arrangements shall be made for sites in remote areas.

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

11.1.11. 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).

- 11.1.12. When an Employee's employment is terminated they shall be paid all moneys due to them as soon as practicable and, in any case, within twenty-four hours, excepting where a Sunday or public holiday intervenes, in which case they shall be paid such moneys not later than noon on the next succeeding working day.
- 11.1.13. If the Employee is not so paid they shall, for such time as shall elapse between their discharge, or their leaving their employment as aforesaid, and their being paid, be paid at the ordinary time rate of pay.
- 11.1.14. The Employer must provide a separation certificate to Employees with their termination payment within 3 days of request.

**11.2. Agreement Posting**

- 11.2.1. 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.
- 11.2.2. A copy of this Agreement shall be provided to any Employee upon request.

**11.3. Calculation Of Wages**

*Employee's first pay day*

- 11.3.1. 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.

*Calculation of weekly wage rates*

- 11.3.2. 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, they will be paid an average of 36 hours per week.
- 11.3.3. 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.
- 11.3.4. 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.
- 11.3.5. 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.
- 11.3.6. Amount to be Deducted from Average Days Pay - An Employee whose ordinary hours are arranged in accordance with clause 6.1 (Hours of Work) and who is paid wages in accordance with clause 4.1 and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers compensation, compassionate 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.



- 11.3.7. 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 7.2.
- 11.3.8. Where Employees are paid by electronic funds transfer, if for any reasons beyond the control of the Employer and the Employee, the transfer of funds is not effected at the nominated day, the Employer may advance the Employee an agreed amount, to be repaid by the Employee on the day the wages are credited to the Employee's account. If the Employee does not repay the money as required, the Employer will be entitled to withhold the amount involved from the Employee's future wages or other entitlements. If an error is made and the amount credited to the Employees account exceeds the entitlement, the Employee shall observe the procedure described in the preceding sentence. If the amount is less than the Employee's entitlement, the Employer shall pay by cash or cheque the amount of the shortfall.

#### **11.4. Time And Wages Record**

- 11.4.1. An Employer must keep, at the place of work, a time and wages record that contains the following particulars for each pay period for each Employee, including apprentices and trainees:
- (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.
- 11.4.2. 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) for a casual Employee's - 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.
- 11.4.3. The Employer must keep the record for seven (7) years.

#### **11.5. Union Related Matters**

##### *Union Meetings*

- 11.5.1. As a method of increasing co-operation and communication between workers and The

Employer, regular paid Union meetings will be allowed to occur.

11.5.2. Any such meetings will be subject to the following conditions:

- (a) reasonable steps will be taken to limit meetings to one hour's duration (plus travel time);
- (b) unless otherwise agreed, the number of paid Union meetings that each Employee is entitled to attend will be capped at four per year;
- (c) Union meetings should ideally be spread evenly over a twelve month period ie meetings held every twelve weeks;
- (d) the location and timing of Union meetings will be such that minimal disruption to the Employer's business should occur;
- (e) agreement shall not be withheld provided two (2) weeks' notice is given;
- (f) agreement on the location and timing of such meetings will not be unreasonably refused by the Employer; and
- (g) Union meetings will be held during ordinary working hours and will result in no net loss of pay to the Employees in attendance.

*Union Information*

11.5.3. The Employer will issue each new Employee with information about the Union at the Employee's commencement of employment. Such information will be provided to The Employer by the Union for these purposes.

11.5.4. Further, the Employer shall notify the relevant Union Delegate of the name and location of the new Employee, and provide reasonable opportunity for the Union Delegate to meet with them.

*Employee Information*

11.5.5. On request from an authorised officer of the Union, the Employer will supply a list of names of all workers, their classifications and home depot location to the authorised officer of the Union within 7 days of the request being made.

**Part 12. Signatories**

**12.1. Signatories**

Signed by _____	Date: _____
For and on behalf of <b>INSERT EMPLOYER NAME</b>	
Print Name _____	
Witnessed by _____	Date: _____
Print Name _____	

Signed by: _____	Date: _____
For and on behalf of <b>INSERT EMPLOYER NAME</b>	
Print Name _____	
Witnessed by _____	Date: _____
Print Name _____	

Signed by: _____	Date: _____
For and on behalf of The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia.	
Print Name _____	
Witnessed by _____	Date: _____
Print Name _____	