



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

**Communications, Electrical, Electronic, Energy, Information, Postal,
Plumbing and Allied Services Union of Australia**
(AG2012/7878)

**SERVICE STREAM INFRASTRUCTURE SERVICES PTY LTD AMI
ENTERPRISE AGREEMENT 2012-2014**

Electrical contracting industry

SENIOR DEPUTY PRESIDENT ACTON

MELBOURNE, 13 SEPTEMBER 2012

*Application for approval of the Service Stream Infrastructure Services Pty Ltd AMI
Enterprise Agreement 2012-2014.*

[1] An application has been made for approval of an enterprise agreement known as the *Service Stream Infrastructure Services Pty Ltd AMI Enterprise Agreement 2012-2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia. The agreement is a single-enterprise agreement.

[2] The Agreement is approved and, in accordance with s.54, will operate from 20 September 2012. The nominal expiry date of the Agreement is 31 August 2014.

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



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**Service Stream Infrastructure
Services Pty Ltd AMI Enterprise
Agreement
2012-2014**

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1. TITLE OF AGREEMENT

This Agreement shall be known as the Service Stream Infrastructure Services Pty Ltd AMI Enterprise Agreement 2012-2014

2. APPLICATION OF ENTERPRISE AGREEMENT

2.1 This Enterprise Agreement (herein known as the Agreement), will apply in respect to all current and future employees who are employed by Service Stream Infrastructure Services Pty Ltd (referred to in this agreement as 'the Employer') who are engaged in any of the classifications contained in this agreement (at clause 38).

2.2 The terms and conditions of this Agreement shall be a condition of employment and explained to all existing employees and all new employees at the time of commencement.

3. NO EXTRA CLAIMS

3.1 The parties intend this Agreement to cover all matters pertaining to wages and conditions and claims that could be included in an enterprise agreement, during the term of this Agreement, and further agree that no other claims (whether award or over award) that could be included in an enterprise agreement, shall be made by either party prior to the nominal expiry date of this Agreement. For the avoidance of doubt, it is agreed between the parties that up to the nominal expiry date of this Agreement:

- 3.1.1 The parties will not pursue any extra claims, either award or over award, and will not seek any changes whatsoever to conditions of employment of the employees; and
- 3.1.2 Neither the employees, nor any party to this Agreement, will engage in or seek to engage in protected action in relation to the performance of any work covered by this Agreement.
- 3.1.3 No Employee will suffer any disadvantage in their terms and conditions of employment due to the operation of this Agreement.

3.2 Reclassification

- 3.2.1 The parties commit to review the classification structure during the life of the agreement doing so by way of establishing a working group for this purpose. The working group will consist of representatives of the Employer and union. The parties commit to meet within three months of the agreement being approved to commence this process.
- 3.2.2 The intention of the review referred to in clause 3.2.1 above is to produce a more relevant classification structure which can be implemented in a new agreement.
 - 3.2.2(a) Competency standards developed by the industry known as the National Competency Standards for Worker Classifications in the Electrical Distribution and Transmission Industry will be used for assessing employees seeking to be reclassified.

4. DEFINITIONS

4.1 Skill streams

The Agreement provides a career path in the following broad skill streams within the electrical, electronic and communication contracting industries:

4.1.1 Electrical

4.1.1(a) This includes all electrical work normally associated with the work of an Electrical Mechanic, Electrical Fitter as defined in this Agreement

4.1.1(b) Lines/Cable Work (Power Distribution)

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

4.1.1(c) Other Definitions

4.1.2 Continuous services for the purposes of this Agreement means weekly employment until termination of employment.

4.1.2(a) Service shall be deemed to be continuous notwithstanding: any interruption or termination of the employment by the Employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of absence;

4.1.2(b) any absence from work on account of annual leave, personal sickness, work related injury and/or illness or on account of leave lawfully granted by the Employer; or

4.1.2(c) for the purpose of this subclause:

(i) any absence with reasonable cause for which the onus of proof shall be upon the employee;

(ii) for the employee to become entitled to the benefit of this sub-clause, the Employer must be notified within 24 hours where practicable of the commencement of the absence of the employee's inability to attend for duty;

(iii) entitlements to annual leave and sick leave shall cease to accrue after 144 hours of absence because of sickness or due to a work related injury and/or illness in a period of twelve months continuous service;

(iv) no entitlements shall accrue during periods of unpaid leave, which includes periods when an employee is receiving income protection payments

- 4.1.2(d) This definition of continuous service has no application for annual leave.
- 4.1.3 Registered office
 - 4.1.3(a) Registered office shall mean any office, workshop or depot of the Employer at which the Employer conducts business, including branch offices and site offices. The Employer shall not have more than one Registered Office within a 50-kilometre radius within a State/Territory boundary.
 - 4.1.3(b) Site office shall mean a facility with office equipment such as a telephone, facsimile machine, desks, plan drawers and filing cabinets and staffed to allow the management of the affairs of the Employer relevant to its day-to-day activities on the site.
- 4.1.4 NECA or the Association are interchangeable and mean the National Electrical Contractors Association.
- 4.1.5 Union or ETU are interchangeable and mean the relevant State Secretary of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division.

ESV means Energy Safe Victoria

Extra High Voltage Tower means anything above 22,000 volts.

FW Act means the Fair Work Act 2009

FWA means Fair Work Australia

NES means the National Employment Standards

OHS means Occupational health and safety

EEO means Equal employment opportunity

5. PARTIES COVERED

This Agreement will cover the Employer, its employees and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (herein referred to as “the Union” or “the ETU”).

*Any reference in this Agreement to a “party” or “parties” is a reference to the ETU and the Employer.

(Please note that the ETU will only be covered by this Agreement if it elects to be covered by this Agreement in accordance with section 183 of the Fair Work Act 2009 (“the FW Act”) and is noted in the decision of Fair Work Australia to approve the agreement that the agreement covers the ETU. In the event that the ETU is not a party covered by this Agreement, any obligation of the ETU referred to in this Agreement has no effect and is unenforceable under this Agreement.)

6. SCOPE OF OPERATION

This Agreement will apply to all employees of the Employer in Victoria employed under classifications contained in this Agreement.

7. DATE AND PERIOD OF OPERATION

This Agreement will operate from seven days after the date of approval by FWA and have a nominal expiry date of 31 August 2014.

8. RELATIONSHIP TO AWARD

- 8.1** The Agreement is a complete statement of the rights and obligations of the Employer and its employees that are intended to be covered through enterprise bargaining
- 8.2** Subject to the terms of this Agreement, this Agreement replaces and operates to the exclusion of (to the full extent permitted by law) all other awards, collective agreements and industrial instruments.

9. RELATIONSHIP TO NES

- 9.1** This Agreement incorporates and operates in conjunction with the NES. Subject to the Act:
- (a) where this Agreement is more beneficial in a particular respect to an employee, then this Agreement shall prevail to the extent of the inconsistency;
 - (b) where the NES is more beneficial in a particular respect to an employee, then the NES shall prevail to the extent of the inconsistency.

10. COMMITMENTS

10.1 General

The Employer, the employees and the ETU have a common interest in the Electrical Distribution and Transmission industry therefore a stable working environment and harmonious relations are required to improve the relationship between the Employer, its employees and its customers. Progress in the industry demands a mutuality of confidence between the parties. All will benefit by continuous peace and by adjusting any difference by a rational common sense method.

The parties acknowledge that management will continue to seek productivity and efficiency improvements over the life of this agreement. The Employer Consultative Committee may have a role in considering these productivity and efficiency improvements.

Upon request from an Employee the Employer, shall provide reasonable access to a copy of this Agreement in full.

10.2 Sub-Contracting

Refer to APPENDIX K – SUB-CONTRACTING for the Sub-Contracting provisions that apply to this Agreement.

10.3 Security of Employment Arrangements

10.3.1 Overview

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

10.3.1(a) The Employer will take all measures to achieve employment security for the direct permanent employees of the Employer. The Parties agree upon the measures in this Clause to protect and enhance the employment security, health and safety, terms and conditions of employment and career development of the employees.

10.3.1(b) The Employer agrees that it is highly important to ensure that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes OHS and EEO principles and practices in the workplace and appropriate representation of employees should they so request. The Employer will ensure that its employment practices are consistent with the above principles and practices.

10.3.2 Definitions

For the purposes of this clause the following definitions will apply:

“direct permanent employees” means the permanent Employees employed by the Employer from time to time.

“Employer” means the employing entity bound by this Agreement and its successors, assignees and transmitters.

10.3.3 Compliance with this Agreement

The rates and allowances prescribed in this Agreement are the minimum amounts to be paid by the Employer. The Employer must pay each and every rate and allowance in this Agreement as and when they fall due.

Despite any agreement or arrangement to the contrary, the Employer will not pay an employee an “all-in” or lump sum wage in lieu of some or all the rates and allowances in this Agreement.

If, in breach of this Agreement, the Employer Employer pays an “all-in” or lump sum amount without such amount having been described in accordance with the pay slip requirements of this Agreement as

being for a particular purpose of this Agreement, then the entire amount paid for that pay period will be deemed to be attributable to ordinary time wages only and the EmployerEmployer will be liable to the employee in full for each and every other applicable rate or allowance in this Agreement.

The Parties agree that the practice of paying employees “all-in” rates, including the practice of paying such rates to a corporation nominated by the employee to receive such remuneration on his or her behalf constitutes a serious breach of this Agreement.

10.4 Site Project Closure

Upon cessation of work on any day, the employees will carefully put away all tools, materials, equipment or any other property of the EmployerEmployer in a safe and secure manner and ensure the site is left in a safe condition.

10.5 Labour Resources

10.5.1 To assist in achieving adequate standards of competence and associated safe work practices, it is agreed between the parties that the Employer will primarily hire employees who have been trained and received their qualification or are recognised under the Australian Qualifications Framework

10.5.2 So Occupational Health & Safety Standards are met and safety for employees is not compromised the Employer will ensure that the qualifications and level of competence of workers trained outside Victoria meet Victorian standards this shall include any licensing requirements.

10.6 Flexibility and Productivity

10.6.1 The parties agree that this Agreement commits every employee of the Employer to exercise the necessary flexibility and productivity improvements and broadness of approach as contained in this Agreement so that the Employer can remain competitive in the market place.

10.6.2 If the Employer and the employees wish to develop a Consultative Committee they may do so.

10.7 Workmanship and Quality

Employees appropriately qualified will sign all required documentation in accordance with the applicable statutes and regulations. The parties will develop and implement guidelines in conjunction with the relevant authorities.

Employees will complete all required documentation, especially time sheets, on time and accurately. Employees commit to taking accountability for completing daily tasks and preparing for tomorrow’s tasks where practicable.

Employees are required to perform their functions and duties in accordance within the generally accepted principles of good quality and safe practices. Provided that all work performed shall be within the limits of the employees’ skill, training, classification and competence. It is also a term and condition of employment that an employee will:

- (a) Properly use and maintain all appropriate vehicles, protective clothing, tools and equipment provided by the Employer.
- (b) Maintain a commitment to implement and observe the best agreed health and safety practices, quality procedures, site cleanliness and waste management practices.
- (c) Provide and maintain an adequate kit of tools as stated in this agreement.
- (d) Sign all required documentation in accordance with the accredited Quality Assurance program.
- (e) Conduct minor vehicle maintenance where possible and practicable and where employees are provided with the appropriate tools and it is safe to perform such work.

The ETU will make every endeavour to eliminate any demarcation issue that may arise within the Employer.

It is understood that Quality Assurance is a key factor to ensure that the Employer becomes a more competitive and efficient enterprise.

The parties are therefore committed to the introduction and maintenance of accredited Quality Assurance programs where deemed necessary by the Employer and in accordance with Australian Standards.

10.8 Stand downs

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

10.9 Discussions about the operation of the Agreement

The Employer authorises and agrees to an annual meeting of the Employees related to the monitoring of this Agreement and seeking the views of the Employees on this Agreement's operation. The meeting will be at a time and location to be agreed between the parties during normal working hours of approximately two hours duration.

10.10 Drug and Alcohol Policy

The Alcohol and Other Drugs Policy is contained in APPENDIX I – ALCOHOL AND DRUGS POLICY of this Agreement. Nothing in this Agreement precludes an Employer or client specific Alcohol and Other Drugs Policy from operating in conjunction with APPENDIX I – ALCOHOL AND DRUGS POLICY.

Where there is an inconsistency between the Employer specific policy and that of APPENDIX I – ALCOHOL AND DRUGS POLICY, the Employer specific policy will apply. Any new policy introduced by the Employer will be put forward to the Employer's consultative committee for review.

10.11 Productivity Measures and Targets

In order for all parties to understand benefits gained through improved efficiency and flexibility, performance measures will be mutually developed and then monitored.

The parties also agree that employees will be ready to start productive work at commencement time and work until completion time.

11. TYPES OF EMPLOYMENT

11.1 Types of employment

An employee may be engaged on a full-time, part-time or casual basis.

11.1.1 Full-time employment

A full-time employee is an employee who is engaged to work an average of 36 ordinary hours per week.

11.1.2 Part-time employment

A part-time employee is an employee who is engaged to work on a part-time basis for a constant number of hours for less than 36 hours per week.

An employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays, and personal/carer's leave arising under this Agreement and/or the NES on a proportionate basis.

For each ordinary hour worked, a part-time employee will be paid no less than 1/36th of the all-purpose weekly wage rate for the relevant classification plus any applicable allowances.

An Employer must inform a part-time employee upon engagement of the ordinary hours of work and starting and finishing times.

11.1.2(a) Part-time employment—public holidays

Where the normal hours of a part-time employee fall on a public holiday and work is not performed by the employee, such employee will not lose pay for the day.

Where the employee works on the holiday, such employee must be paid in accordance with clause 13.6.

11.1.2(b) Part-time employment—overtime

A part-time employee will not be required to work outside of the hours advised in accordance with clause 12.4 unless urgent and/or unforeseen circumstances intrude. In such a case, the overtime provisions of clause 0, will apply.

11.1.3 Casual employment

A casual employee is one engaged and paid as such. A casual employee's ordinary hours of work are the lesser of an average of 36 hours per week or the hours required to be worked by the Employer.

For each hour worked, a casual employee will be paid no less than 1/36th of the all-purpose weekly wage rate of pay for their classification in clause 38, plus a casual loading of 25 percent.

The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

The overtime provisions of clause 0 apply to casual employees.

11.2 Casual conversion to full-time or part-time employment

A casual employee, other than an irregular casual employee, who has been engaged by a particular Employer for a sequence of periods of employment under this Agreement during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

For the purposes of this clause, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

The Employer must give an employee notice in writing of the provisions of this clause within four weeks of that employee having attained such period of six months. The employee retains their right of election under this clause if the Employer fails to comply with the clause.

A casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.

Any casual employee who has a right to elect under this clause, on receiving notice under this clause or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Employer must consent to or refuse the election but must not unreasonably refuse.

12. HOURS OF WORK AND RELATED MATTERS

12.1 Application

This clause 12 applies to all Employees other than shiftworkers.

12.2 Ordinary Hours

12.2.1 The ordinary hours of work of full time employees shall be 36 hours per week and may be worked in accordance with this clause.

12.2.2 The ordinary hours of part time and casual employees will be in accordance with clauses 12.3 and 12.4.

12.3 The Maximum daily hours

The ordinary hours of work shall not exceed 8 hours on any day.

12.4 Span of Hours

The ordinary hours of work can be worked any time between the span of 7.00 am to 7.00 pm, Monday to Friday.

12.5 Cycle of Ordinary hours of work

12.5.1 The ordinary working hours shall be worked in a 10 day/2 week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the RDO.

12.5.2 R.D.O Flexibility

Flexibility in taking RDO's may be achieved by the Employer and an employee agreeing to change their RDO's to another mutually convenient date.

In order to preserve a workable 9-day fortnight for all concerned, the parties need to have flexibility in changing RDOs so the Employer is able to service the needs of its clients. RDO's can only be taken on a Monday or Friday unless the employee elects otherwise.

Advantages of a flexible RDO system include:

1. Banking of no more than 5 RDOs to be used at a mutually convenient date;
 2. Flexibility for employees to change RDOs to suit their needs;
- and
3. Meeting client requirements.

12.5.2(a) Rostered day off not to coincide with public holiday

Where an employee's ordinary hours are arranged in accordance with clause 12.5.1, the weekday or part of the weekday taken off must not coincide with a public holiday as prescribed in the NES.

12.5.2(b) Substitution of rostered day off

The Employer may substitute the day an employee is to take off in accordance with clause 12.5.1 for another day and require the employee to work on that day off if such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project.

Provided that if a substitute day off is not granted, then the employee must be paid in addition to the payment for the day off at the appropriate overtime penalty rate at clause 0.

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

Any substitute day off must be taken either in the current work cycle or in the next succeeding work cycle. Where any employee, in accordance with clause 12.5.1 is entitled to a day off during the employee's work cycle and that day off falls on a public holiday, as prescribed in the NES, the next working day will be substituted as the day off unless an alternate day in that work cycle or the next succeeding work cycle is adopted by agreement between the Employer and the employee.

In this subclause reference to a day or working day may also be taken as reference to a part day or part working day as the case may be and is appropriate.

12.6 Varying Cycle and Start and Finish Times

12.6.1 The following matters may be varied by agreement between the Employer, the Union and the majority of the employees concerned, to accommodate the hours of work required for the most efficient and safe operation of the Employer and the requirements of its client. Agreement will not be unreasonably withheld.

- i. How the hours are to be averaged in a work cycle;
- ii. The duration of the work cycle;
- iii. Rosters which specify start and finishing times;
- iv. Arrangements allowing flexibility in taking of rostered days off (RDOs);
- v. Daily maximum ordinary hours

12.6.2 Where agreement is reached to work alternate hours, occupational health and safety principles will prevail. Proper health monitoring procedures will be introduced and suitable rosters clearly agreed prior to commencing work. Adequate supervision must always be provided.

12.7 Staggered Start / Finish Times

It is recognised that operational difficulties may exist with all employees commencing work at the same time. Accordingly, the Employer may establish staggered start and finish times. Once introduced, these times may be varied by agreement between the Employer and the majority of employees concerned or an individual employee concerned to assist overcoming these operational difficulties. As a consequence, the time for taking breaks during the course of the day will also be varied.

12.8 Timeliness

All persons covered by this Agreement recognise that inefficiency may exist with work not commencing or finishing on time. In an endeavour to overcome this inefficiency it is agreed that employees will be ready to work at the rostered starting time and cease work at the rostered finishing time (subject to any requirement to work overtime).

12.9 Pro-rata Application

Upon commencement of employment, employees who have not worked, or who are not regarded as having worked a complete cycle, shall receive pro-rata accrual entitlements for the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with the Employer, RDOs will be, subject to accrual in accordance with this clause, paid in full as they occur.

12.10 Hourly Rate Divisor

The hourly rate for the purposes of the calculation of overtime is the weekly all-purpose rate contained in Appendix A for the relevant classification, divided by 36.

12.11 Late comers

An Employer may select and utilise for time-keeping purposes, any fractional or decimal proportion of an hour (not exceeding quarter of an hour), and may apply such proportion in the calculation of the working time of employees who, without reasonable cause, which is promptly communicated to the Employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

If the Employer adopts a proportion for the aforesaid purpose may apply the same proportion for the calculation of overtime.

12.12 Calculation of weekly wage rates—Rostered day off (RDO) system

Where an employee's ordinary hours in a week are greater or less than 36 hours and that employee's pay is averaged to avoid fluctuating wage payments, the following is to apply:

- i. the employee will accrue a credit for each day they work ordinary hours in excess of the daily average;
- ii. the employee will not accrue a credit for each day of absence from duty, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service; and
- iii. an employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance.

12.13 Rest break

- i. Employees must be allowed a rest break of 10 minutes on each day between the time of commencing work and the usual meal break. The rest break must be counted as part of time worked.

- ii. The timing of meal and crib time on any particular job will be discussed between the Employer and the majority of employees at a particular site and varied by agreement. OH & S considerations will prevail. The meal break should be as close as possible to the middle of the working day.

12.14 Meal break

12.14.1 Duration and maximum time without a meal break

12.14.1(a) An unpaid meal break shall be at the discretion of the Employer provided that such breaks shall not exceed 45 minutes.

12.14.1(b) Provided that an employee shall not be compelled to work for more than six hours without a break for a meal. Where possible the normal meal break should be as near as practicable to the middle of the period of duty or shift in lieu thereof.

12.14.2 Payment for work during meal break

12.14.2(a) Except as provided in clause 12.14.2(b) for all work done during the normal meal break and thereafter until a meal break is allowed time and a half rates shall be paid.

12.14.2(b) Subject to the provisions of clause 12.14.1 an employee employed on regular maintenance work shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

13. OVERTIME

13.1 Payment for working overtime

13.1.1 All work done outside ordinary hours prior to 1 September 2012, will have overtime penalty rates paid at the following rate:

- i. time and a half for the first two hours; and
- ii. double time thereafter.

From the first full pay period on or after 1 September 2012 all work done outside ordinary hours will have overtime penalty rates paid at the rate of double time.

13.1.2 With the exception of the provisions of clause 13.3.2 in computing overtime each day's work shall stand alone.

13.2 Reasonable overtime

13.2.1 Subject to clause 13.2.2 an Employer may require an employee to work reasonable overtime at overtime rates other than employees

employed in accordance with the provision of clause 11.1.2(b) (Part-time employment - overtime).

- 13.2.2 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:
- i. any risk to employee health and safety;
 - ii. the employee's personal circumstances including any family responsibilities;
 - iii. the needs of the workplace or enterprise.
 - iv. the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
 - v. any other relevant matter.

On jobs where overtime is necessary, the work crew may be rostered so that each employee is not disadvantaged as to the amount of overtime they can work. On any day that overtime is worked there will be no necessity for all employees on that particular job to work.

Overtime, if agreed between the Employer and the employee, can be worked on a rostered day off weekend.

It is also acknowledged that employees required to first attend at the depot or registered office prior to starting time and then make their way to the work site will be paid as time worked. The return journey after ceasing work will also be paid as time worked.

13.3 Rest period after overtime

- 13.3.1 An employee, other than a casual employee, who works continuous overtime from the time the employee would have ordinarily ceased work, shall have at least 10 consecutive hours off duty on completion of such overtime and shall not suffer loss of pay for any ordinary working time occurring during such off duty period.
- 13.3.2 Provided that, if on the instructions of the Employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence

13.4 Time Off In Lieu Of Overtime

Time-off-in-lieu (TOIL) will be, in respect of overtime worked, available on a voluntary basis. The TOIL provisions are as follows:

- i. Overtime hours may be converted to TOIL in four hour blocks from the actual overtime hours worked each week.
- ii. TOIL hours shall be taken in full day periods unless otherwise agreed.

- iii. A maximum of twelve TOIL days may be taken in any year (July 1 to June 30). Any extra days will be subject to agreement with management.
- iv. A maximum of twelve TOIL days may be in the TOIL bank at any one time.
- v. A consideration in agreeing to the taking of TOIL days is the number of days of accumulated annual leave and RDO's.

The parties will monitor the size of accumulated leave (ARL, TOIL, RDO's) occurring as a result of this agreement. If it appears that high levels of leave are being accumulated the matter can be further discussed.

13.5 Minimum payment

An employee required to work overtime on a Saturday, Sunday, Rostered Day Off or Public Holiday prescribed in this Agreement must be paid a minimum of four hours at the appropriate overtime penalty rate.

13.6 Sunday and public holiday work

Double time shall be paid for work done on Sundays and double time and a half shall be paid for work on any of the Public Holidays prescribed in this Agreement.

13.7 Call back

13.7.1 An employee recalled to work overtime after leaving the Employer's business premises or the jobs at which the employee is engaged (whether notified before or after leaving) shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is so recalled.

13.7.2 This shall not apply where it is customary for an employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

13.8 Rest break after call back

13.8.1 An employee who has been recalled shall have at least ten consecutive hours off duty after completing such recall (or, in the case of more than one recall between the Employer's normal finishing time on one day and the normal starting time on the next succeeding day, the completion of the last recall in that time) and shall not suffer loss of any pay for any ordinary working time occurring during such off duty period.

13.8.2 Provided that, if on the instructions of the Employer, such an employee resumes or continues to work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

13.9 Availability for duty

Where an employee is on availability duty, the employee shall be paid an availability for duty allowance of (*) and if required to work shall be paid at the appropriate rate for actual time worked.

The amount of the Allowance is set out in APPENDIX B - ALLOWANCES.

13.9.1 For the purpose of this clause:

13.9.1(a) Availability duty shall mean that the employee concerned shall be available to the Employer by means of telephone at any time the employee is receiving the availability for duty allowance.

13.9.1(b) Actual time worked shall mean the time taken from leaving the employee's home to return thereto and in the case of a single call out, the employee shall be paid for a minimum of two hours at the appropriate rate.

13.9.1(c) Provided that an employee who is required to work Monday to Friday or part thereof between the hours of 1am to 5am inclusive, shall be afforded a rest period for all time spent working during that period. Such rest period to commence at the normal starting time on that day.

13.9.1(d) Provided further that such rest period be paid at ordinary time.

14. SHIFTWORK

This clause applies to all non-continuous shiftworkers .

14.1 Definitions

14.1.1 For the purpose of this clause:

14.1.1(a) Rostered shift means any shift of which the employee concerned has had at least 48 hours notice.

14.1.1(b) Afternoon shift means any shift finishing after 7.00pm and at or before midnight.

14.1.1(c) Night shift means any shift finishing subsequent to midnight and at or before 8.00am

14.1.2 The weekly ordinary hours of work must be an average of 36 per week.

14.1.3 Subject to the following conditions, such shiftworkers must work at such times as the Employer may require:

14.1.4 A shift must not exceed eight hours of ordinary time work inclusive of crib time.

- 14.1.5 Except at the regular change-over of shifts, an employee must not be required to work more than one shift in each 24 hours.
- 14.1.6 An employee must not be required to work for more than five hours without a break for crib time.

14.2 Rosters

A shift roster must specify the commencing and finishing times of ordinary working hours of the respective shifts.

14.3 Shift allowances

- 14.3.1 An employee whilst on afternoon or night shift must be paid for such shift 15% more than the employee's ordinary rate.
- 14.3.2 Temporary shift work ie. for less than 5 afternoons and nights (or 4 with RDO) shall be paid at double time and shall be introduced after agreement with employees. The employees will be paid a minimum 8 hours per night at double time. While the employee is working temporary shift the employee will not be paid for hours which are not worked during the day.
- 14.3.3 Where the Employer provides a fault afternoon shift work roster the shift loading will be 25% in lieu of any other shift loading which might otherwise apply.
- 14.3.4 An employee who:
 - 14.3.4(a) during a period of engagement on shift, works night shift only; or
 - 14.3.4(b) remains on night shift for a longer period than four consecutive weeks; or
 - 14.3.4(c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle;
 - 14.3.4(d) must, during such engagement, period or cycle, be paid 30% more than their ordinary rate for all time worked during ordinary working hours on such night shift.

14.4 Rate for working on Saturday shifts

- 14.4.1 The minimum rate to be paid to a shiftworker for work performed between midnight on Friday and midnight on Saturday is time and a half. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 14.3.

The rate at which shiftworkers are to be paid for all time worked on a Sunday or public holiday is as follows:

Sunday—double time.

Public holidays—double time and a half.

- 14.4.2 Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday.
- 14.4.3 Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift.
- 14.4.4 The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in this clause.

14.5 Overtime on shiftwork

- 14.5.1 All work done outside ordinary hours prior to 1 September 2012, will have overtime penalty rates paid at the following rate:
 - i. time and a half for the first two hours; and
 - ii. double time thereafter.

From the first full pay period on or after 1 September 2012 all work done outside ordinary hours will have overtime penalty rates paid at the rate of double time.

- 14.5.2 With the exception of the provisions of clause 14.6.2 in computing overtime each day's work shall stand alone.
- 14.5.3 Except in each case where the time is worked:
 - (a) by arrangement between the employees themselves;
 - (b) for the purpose of effecting customary rotation on shifts; or
 - (c) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the Employer to deduct payment for a day in accordance with the Act. Provided that when less than eight hours' notice has been given to the Employer by a relief worker that the employee will be absent from work and the employee whom the employee should relieve is not relieved and is required to continue to work on the employee's rostered day off the unrelieved employee must be paid double time.
- 14.5.4 Such extra rates will be in substitution for and not cumulative upon the shift premiums.

14.6 Rest period after shiftwork

- 14.6.1 A shiftworker, when going on shift, changing shift or returning to day work must have at least 10 consecutive hours off duty on completion of day work, shiftwork and any overtime and must 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.

- 14.6.2 Provided that, if on the instructions of the Employer, such an employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee must be paid at double time rates until released from duty and then be entitled to 10 hours off duty and must 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.

14.7 Daylight saving

- 14.7.1 Notwithstanding anything contained elsewhere in this Agreement, in any area where by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State, the length of any shift:

commencing on or before the time prescribed by the relevant legislation for the commencement of a summer time period; and

commencing on or before the time prescribed by such legislation for the termination of a summer time period;

will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock and each case to be set to the time fixed pursuant to the relevant State legislation.

- 14.7.2 In this subclause the expression standard time and summer time will bear the same meanings as are prescribed by the relevant State legislation.

15. SHOP STEWARDS / EMPLOYEE REPRESENTATIVES

15.1 Representation

- 15.1.1 For the purposes of this Agreement "employee representative" means an employee elected/appointed by the ETU in accordance with its rules as a Shop Steward ("Shop Steward") and selected by an employee to represent the employee, or such other representative that may be selected by an employee to represent the employee.
- 15.1.2 Shop Stewards and other employee representatives and Health and Safety Representatives shall be allowed all time necessary during working hours to attend to their roles as on-site representatives under this Agreement

15.2 Appointment of Shop Stewards / Election of Employee Representatives

- 15.2.1 The parties recognise that employees have the right and expectation of representation in relation to employment issues including explaining the Agreement from genuine Shop Stewards or other employee representatives. The Employer must not interfere in the selection by employees of their Shop Stewards or other employee representatives

- 15.2.2 The Employer recognises that ETU members employed by the Employer have a right to be represented by the ETU, in the consultation and dispute resolution arrangements in this Agreement.

15.3 Shop Stewards/Employee Representatives and Health and Safety Representatives

- 15.3.1 The parties recognise the important role of Shop Stewards and other employee representatives and Health and Safety Representatives. The Shop Stewards and other employee representatives and Health and Safety Representatives have a key role in the early intervention in industrial disputes and Health and Safety issues under this Agreement.

Shop Stewards and other employee representatives 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.

Shop Stewards and other employee representatives and Health and Safety Representatives shall be engaged as employees and perform normal work when not representing their fellow workers in accordance with the procedures in this Agreement.

- 15.3.2 Nothing in clause 15.3.1 requires or permits the provision of information about employees to the ETU or to a member of the ETU acting in a representative capacity, officer, or employee of the ETU.

15.4 Shop Stewards'/Employee Representatives' Rights

The Employer will recognise the following rights of Shop Stewards and other employee representatives in carrying out their roles as on-site representatives under this Agreement:

- 15.4.1 The right to be treated fairly and to perform, their role as a Shop Steward/employee representative without any discrimination in their employment
- 15.4.2 The right to all paid time necessary during working hours to attend to their roles as on-site representatives under this Agreement.
- 15.4.3 The right to paid time to attend accredited industrial and dispute resolution education conducted by a Third Party during normal working hours.
- 15.4.4 The right of access to private telephone, facsimile, post, photocopying, Internet and email facilities on major projects (and elsewhere where practicable) for the purpose of carrying out their role as on-site representatives under this Agreement.
- 15.4.5 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.
- 15.4.6 The right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an employee (which may include themselves) who is involved in a particular dispute in the workplace. The right to paid time to assist and represent employees who have requested them to do so in respect of disputes arising in the workplace.

15.4.7 By agreement the right to reasonable time to participate in the operation of the Union during normal working hours. The parties agree that such participation will be for no more than an average of 2 days per year during the life of the Agreement.

Prior to a Shop Steward or other employee representative being terminated from employment or being transferred from a site or project, the Employer shall notify the Shop Steward/employee representative two weeks in advance of such termination or transfer. The Employer cannot give payment in lieu of notice unless otherwise agreed by the parties.

15.5 Resolution of Disputes

In the event of a dispute in relation to matters dealt within this clause 15 arising, the procedure in clauses 25.2.1 to 25.2.4 of this Agreement will apply. If not settled, the matter may be referred by either party to the Disputes Board for determination in accordance with clause 25.2.5 of this Agreement.

16. TRAINING

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.

16.1 Employees undertaking Vocational Qualification Training

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.

16.2 Agreement to Train

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.

16.3 Apprentices/Trainees

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

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 by either party to the Disputes Board for determination in accordance with clause 25.2.5 of this Agreement.

The parties will investigate the proposal to establish a Power Industry Apprentice Training Scheme.

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.

16.4 Training Providers

All approved training programs for apprentices and trainees shall be provided by an RTO. The training program/plan developed by the RTO for the apprentices and/or trainees shall be in accordance with clause 16.2 of this Agreement.

16.5 Post (AQF3) Training

Post trade training shall be undertaken in accordance with EEQSBA Training Packages where relevant.

16.6 Dual (AQF) Training

All employees shall have their existing skills and knowledge recognised against national qualifications or unit(s) of competence contained within the EEQSBA Training Packages. The Employer shall provide assistance in the collection of relevant evidence about the employee's skills to a preferred RTO.

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.

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.

All wages, allowances and other benefits provided by this Agreement will be continued to be paid by the Employer for all time spent training.

16.7 Arrangements for Country Based Apprentices

Country based apprentices will have all costs associated with their training, including meals, accommodation and course fees, paid for by their Employer.

Travel Time

An apprentice who travels to or from the home depot or the training facility in work time will be paid at their normal rate of pay.

An apprentice who travels to or from the home depot or the training facility outside of normal working hours will be paid at the appropriate overtime penalty rate based upon the respective travel times in the table below, ie travel from Terang on a Sunday will be paid at the rate of double time for three hours.

Travel (Fuel) Expenses

Provided an apprentice gives the Employer two weeks notice and they are not provided with a work vehicle, that apprentice will have the option of either:

- I. being provided with a first class return rail ticket by the Employer from their home depot to Southern Cross station plus reimbursement for the cost of a return ticket from Southern Cross station to the training facility; or
- II. using their own vehicle for return travel to and from the training facility and in doing so be reimbursed in accordance with column 2 in the table below; or

- III. making their own arrangements to travel as a passenger in the vehicle of another apprentice (car pooling) and in doing so be entitled to the payments set out in column 3 in the table below.

In the event the apprentice does not provide two weeks notice to the Employer, the Employer will have sole discretion as to the method of travel the apprentice will take.

Employee Home Depot	Travel (driving own vehicle)	Travel (car pooling)
Portland (381km)(5hrs)	\$120	\$60
Terang (238km)(3hrs)	\$75	\$37.50
Swan Hill (367km)(4hrs,30min)	\$120	\$60
Cobram (281km)(3hrs,30min)	\$90	\$45
Maryborough (194km)(2hrs,30min)	\$60	\$30
Hamilton (325km)(4hrs)	\$100	\$50

16.8 Glove & Barrier training

It is agreed between the parties that all employees, after completing the off the job component in the Glove and Barrier training and undertaking field Glove and Barrier work will from then on be paid at the relevant pay point.

16.9 Asset Inspectors – Training

Training of Asset Inspectors is vital to the future of the industry. The parties will continue to work together to develop a training course and a suitable pay level for employees whilst training.

17. OCCUPATIONAL HEALTH & SAFETY, EQUIPMENT AND TOOLS

17.1 Equipment and tools: Compensation for damage to clothing and tools

Compensation or replacement to the extent of the damage sustained shall be made where in the course of the work tools are damaged or destroyed by fire, acid, sulphur or other deleterious substances.

17.2 Fatigue Management

It is agreed that fatigue management, due to the inherent requirements associated with the performance of distant work, has the potential to be a serious occupational health and safety issue.

Accordingly if any of the Parties foresee an issue over fatigue management, due to travelling to perform distant work, they will raise it at the earliest

opportunity so that the issue can be identified and suitable responses discussed and finalised.

17.3 Extended Hours

Extended hours of work will be in accordance with the Employer's fatigue management guidelines or those of the relevant distribution business. The parties agree the maximum hours worked will be the lower of the Employers or relevant distribution businesses fatigue management guidelines.

17.4 Safety Procedures

The Employer agrees to introduce the following;

17.4.1 First Aid

It is agreed between the parties that every work site will have a nominated first aider appropriately trained present on site at all times.

17.4.2 Safety Observer

It is agreed between the parties that the Employer will only utilise a person to act as Safety Observer if they have the skill to carry out the task that they are observing.

The parties agree that a Safety Observer will be posted where required.

17.5 Single Person Work – Distribution Business Network

There are currently Employer work practices implemented within the distribution business network that allow for employees to undertake single person work where appropriate.

During the life of this Agreement the Employer will continue to introduce single person work where appropriate having regard to all risks associated with this work including Occupational Health and Safety.

Single person work will only be undertaken as a minimum, in strict accordance with the Victorian Occupational Health and Safety Act 2004.

Any employee who undertakes single person work is only to do so when they are satisfied that the task can be undertaken in accordance with the respective applicable works practice and at no time should any employee undertake single person work if the task would be an occupational health and safety risk to themselves, others or public and Employer property.

Before any employee is required to undertake single person work, they shall be appropriately trained and qualified prior to commencing the task.

17.6 Adequate Supervision

It is agreed between the parties that on 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 Leading Hand on site at all times to provide adequate supervision.

18. FARES

18.1 Current practice and exclusion from payment of Fares Allowance

The practice of the Company at the time this agreement was made is to pay employees the motor vehicle allowance for all the kilometers they travel each day commencing from the time they leave home at the start of the work day and concluding at the time they return home at the end of the work day (the **current practice**). The Company will continue the current practice during the life of this agreement. As the Company has this practice in place it is not required to make payment to an employee who is paid in accordance with this clause and who would otherwise be entitled to the fares allowance.

18.2 Fares Allowance

Employees including Apprentices, required to start and/or finish work on the site and the work site is between 0 – 50 kilometres from the workshop or registered office are entitled to fares allowance as follows:

- (a) If the employee provides own transport – refer column (a) below
- (b) If the employee is provided with transport free of charge – this includes (in lieu of where the Employer offers to provide transport free of charge whether from the employee’s home or other agreed location – refer column (b) below:

	(a) Fares (own transport)	(b) Fares (transport provided)
Start and or finish on the job using own vehicle	Yes	No
Start and or finish on the job provided with transport	No	Yes
Start and finish at the workshop	No	No
RDOs	No	No
Apprentices at trade school	No	No
Annual Leave	No	No
Public Holidays	No	No
Sick Leave	No	No
Proportionate leave and/or notice period on termination	No	No
Superannuation	No	Yes

Start and/or finish on job

- 18.2.1 **Travelling Time** - where the job site is situated more than 50 kilometres from the workshop or depot, in addition to the Fares as per clause 18.2 the employee shall receive a payment for travelling time for each occasion the distance in excess of 50 kilometres is travelled either to start work on the job site or after ceasing work on the job site, with a minimum payment of a quarter of an hour of the employee's all purpose rate. The rate will be:
- 18.2.2 Ordinary time Monday to Friday;–
- 18.2.3 Time and one half on Saturday and Sunday;
- 18.2.4 Double time on public holidays.
- 18.2.5 **Incidentals:** Furthermore, for travel in excess of the 50km, employees using their own vehicle will be compensated for consideration of the 'incidental expenses actually incurred' at the rate set out in Appendix B. It is further agreed that when multiple employees are travelling to a site together this incidental allowance will only be paid to the employee who is actually driving the vehicle and actually incurring the expense.

19. INCLEMENT WEATHER

19.1 Inclement Weather

Inclement Weather will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like) by virtue of which it is either unsafe and/or unreasonable for employees to continue working when exposed to this weather.

It is agreed that in the event of inclement weather consultation will be held between the parties within a reasonable period of time which shall not exceed 60 minutes with a view to reaching agreement to continue work. On reaching agreement, steps will be taken to ensure that work can continue in a safe and secure manner.

In all cases, consideration will be given to ensuring that a safe workplace is provided and safe systems of work are employed.

The parties agree that all necessary steps will be taken to ensure that a full working understanding of the inclement weather procedures is achieved and maintained throughout the Employer.

The issue of inclement weather will be discussed with all employees so that they understand the following requirements:

- Should a portion of work be affected by inclement weather, all other employees not so affected will continue working even if some employees may be entitled to cease work due to the inclement conditions.
- If a portion of work is affected by inclement weather, employees may be transferred to another work location under cover on the site or to another site not affected by the inclement weather.

- The Employer will not require employees to work in the open in inclement weather conditions except where the need arises to maintain safety or in emergency situations. In those circumstances the Employer will provide appropriate clothing.

For those employees who are required to continue to work in the open during the period of inclement weather, work will only continue after reaching agreement with the affected employees.

- If employees have ceased work due to inclement weather and it continues to prevent work at the site, employees will remain on site or they may be transferred to another suitable location.
- The parties agree there will be no unilateral automatic cessation of work in hot weather. Dependant on circumstances and the job in hand, employees may be relocated to an alternative work area on that site or may request a short break for respite from their immediate supervisor if the need arises.
- Unilateral cessation of work without prior discussion with Employer or supervisor or reasonable attempts made to contact the supervisor for a period of not more than 30 minutes, will lead to a loss of pay for the period concerned. Any decision or agreement or cessation of work due to inclement weather will be made as soon as possible and within one hour.
- At workplaces, where extremes of temperature are encountered the employees will follow the procedures outlined in APPENDIX D – INCLEMENT WEATHER POLICY.

20. WAGES

20.1 Weekly wage rate

An employee is entitled to be paid the gross weekly rate of pay per week as defined in 20.2 hereof.

20.2 Gross weekly rate of pay

To calculate the gross weekly rate of pay the following shall be added together:

The gross weekly ordinary all purpose rate of pay set out in clause 42 of this Agreement; plus shift loadings if applicable and those applicable Allowances set out in Appendix A of this Agreement. for the classification in which the employee is ordinarily employed.

For the classification in which the employee is ordinarily employed.

- 20.3** The gross weekly ordinary all purpose rate of pay is payable for all purposes of the Agreement and shall be included as appropriate when calculating payments for overtime, annual leave, sick and personal leave, public holidays and pro rata payments on termination.

20.4 Ordinary hourly rate

- 20.4.1 The ordinary hourly rate is calculated by dividing the gross weekly ordinary all purpose rate of pay by 36.

20.4.2 The ordinary hourly wage rate shall be paid for all purposes of this Award.

20.5 Calculation of weekly wage rates (RDO System)

An employee in any particular week of a work cycle shall be paid wages on the basis of an average of 36 ordinary hours per week in each work cycle so as to avoid fluctuations in the employees weekly pay.

20.5.1 Under the averaging system, the employee accrues a 'credit' each day the employee works actual ordinary hours in excess of the daily average, which would otherwise be 7 hours and 12 minutes (7.2 hours).

20.5.2 An employee will not accrue a credit for each day the employee is absent from duty other than on annual leave, long service leave, public holidays, paid sick leave and personal leave, workers compensation, bereavement leave or jury service.

An employee who is absent from duty for part of a day shall lose average 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 8.

20.5.3 Provided that when such an employee is absent from duty for a whole day the employee will not accrue a 'credit' as the employee would not have worked ordinary hours that day in excess of 7 hours 12 minutes for which the employee would otherwise have been paid. The amount by which an employees average gross weekly rate of pay will be reduced when the employee is absent from duty (on other than an authorised absence) is to be calculated as follows:
total of credits not accrued during cycle multiplied by the average weekly pay and divided by 36 hours.

21. PAYMENT OF WAGES

Wages will be paid by electronic funds transfer into the employee's nominated bank account on a weekly basis or as provided by clause 21.5 on a fortnightly basis .

21.1 Pay slips will be provided which will include the following information:

- Name of employee
- Classification of employee
- Period to which pay relates
- Ordinary hourly rate
- Number of hours worked
- Gross payment
- Amount of Superannuation contribution and the name of the fund or scheme
- Site allowance (in detail)
- Overtime rates

Where the Employer's payroll system is able, the following information will be provided on pay slips;

- Balance of accrued RDO hours
- Accrued annual leave hours
- Accrued sick leave entitlements
- Salary sacrifice arrangements
- Severance Payments
- Accrued Late payments monies
 - Living Away From Home Payments
 - TOIL Hours

21.2 Where the Employer is unable to provide the above information in clause 21.1 on employee pay slips, alternate arrangements must be made to ensure that the above mentioned items are accurately recorded and accessible to the employee.

If through the fault of the Employer, an employee who is paid by EFT is not paid all their wages by the end of the normal pay day and providing the employee has notified the Employer that their pay is not correct (and the employee proves that the pay is incorrect), the employee shall accrue monies at overtime rates for all hours until their pay is available. These accrued monies will be paid by no later than the same time as the outstanding entitlements are made available on the next normal payday.

21.3 The above does not apply when there are agreed arrangements between the Employer and employee provided that the employee is not disadvantaged.

21.4 Pay slips will be hand delivered, posted or on an employee's request sent by electronic means on the day they are processed.

21.5 Fortnightly pay may be introduced by agreement with the majority of employees. If fortnightly pay is to be introduced the parties will meet to negotiate a suitable transition period.

21.6 Employee's first pay day

21.6.1 On the first payday occurring during an employee's employment, the wages paid shall be whatever is due up to the completion of the relevant pay period .

21.6.2 This paragraph shall not apply to Employers who made a practice of allowing advances to employees approximating wages due.

22. PROTECTIVE CLOTHING

On commencement of employment with the Employer, each employee will be issued with

- two pairs of coveralls, or
 - three shirts and two pair of pants, or
 - two pairs of sleeveless overalls and three shirts
- and

- one pair of approved safety boots to the value of \$100
- one Blueey jacket or agreed equivalent (May to October only)
- and any other safety equipment deemed necessary for the safe conduct of work.

The above mentioned equipment will be in accordance with the standard and maintained by the employee and replaced by the Employer on a fair wear and tear basis. Nylon jackets and those with metal zips will not be acceptable.

If an Employer fails to provide all or part of the required safety equipment, then those employees will not have to work, until all the safety equipment is supplied. All time spent waiting for protective clothing (due to the Employer's failure to provide it) will be paid at the appropriate rate.

23. ANNUAL LEAVE

By agreement between the Employer and the employee concerned, annual leave may be taken in more than two periods.

An employee shall become entitled to a total of four weeks paid annual leave at the completion of each twelve-month period of continuous service. Annual leave accrues in accordance with the National Employment Standards (NES).

Annual leave loading is not paid under this agreement as it now forms part of the gross all purpose weekly wage rate.

23.1 Accrual

- (a) Full-time employees will be entitled to four weeks' paid annual leave per annum, provided that "shift workers" as defined below, shall be entitled up to one additional week's paid annual leave.
- (b) For the purposes of this clause and the NES only, 'shift worker' means a shiftworker who is regularly rostered to work on Sundays and public holidays.
- (c) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (d) Part-time employees shall accrue annual leave on a pro rata basis.

23.2 Payment for Annual Leave shall include

- (a) the all-purpose rate of pay applicable at the time that an employee takes annual leave;
- (b) For shiftworkers, they shall also receive any extra rates that they receive for shift work in ordinary time, according to the employee's roster or projected roster including Saturday and Sunday shifts.

23.3 Taking of Annual Leave

- (a) The Employer and employee shall seek to reach agreement on the taking of annual leave at a mutually convenient time.
- (b) In normal circumstances, an employee who wishes to take annual leave shall give at least four (4) weeks' notice to the Employer or less by agreement. Approval by the Employer will not be unreasonably withheld.

23.4 Annual Leave upon termination

On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an employee.

23.5 Excessive Leave

While the preference is always for employees to take their annual leave during the year in which it accrues, where an employee has more than 8 weeks' annual leave entitlement accrued to them, the Employer may direct the employee to take annual leave by providing 28 days' notice, or such longer or shorter period as is agreed, prior to the date the employee is required to commence the leave, provided that the employee retains a balance of at least 4 weeks' accrued annual leave after the direction.

23.6 Annual Close Down

- (a) The Employer may by two months' notice in writing declare that the establishment, project or business shall observe a complete Christmas - New Year close down. The Employer will initiate discussions with affected employees in October each year regarding the anticipated shut down.
- (b) Employees are entitled to leave on a pro rata basis and 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.
- (c) Close-down shall be deemed to mean a period of not less than 10 consecutive working days, exclusive of public holidays, commencing not earlier nor later than one clear working day before Christmas Day. Provided that, where the employees agree with the Employer that annual leave may be taken in two periods.

23.7 Public holidays falling within annual leave

If a public holiday falls within an employee's annual leave, as prescribed in this Agreement, and is on a day which would have been an ordinary working day, then; the public holiday does not constitute part of the employee's annual leave.

23.8 Employee not taken to be on paid annual leave at certain times

If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment for community service leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

23.9 Working whilst on annual leave

Except in accordance with all the requirements of this clause an employee shall not offer their services to any other Employer during the period the employee is on paid annual leave and an Employer shall not engage an employee who is on paid annual leave.

23.10 Annual leave allowed before due time

- (a) The Employer may allow an employee to take annual leave before the right to take it has accrued.
- (b) Where annual leave or part thereof has been granted before the right to take it has accrued and the employee subsequently leaves before the right to take it has accrued, and the amount paid by the Employer to the employee for the annual leave taken exceeds the amount the Employer is required to pay to the employee on termination, the Employer shall not be liable to make any payment to the employee for annual leave and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon termination of employment.

23.11 Single day absences. The employees shall only be allowed to take a maximum of 5 single day annual leave absences in a 12 month period.

23.12 Purchase of additional annual leave

- (a) By agreement with the Employer, an employee can purchase additional annual leave, in excess of that referred to in clause 23.1 of this Agreement, from 1 July 2012 .
- (b) From 1 July 2012 to 30 June 2013 an employee is entitled to purchase a maximum entitlement of two weeks (72 hours) annual leave.
- (c) From 1 July 2013 an employee is entitled to purchase a maximum entitlement of four weeks (144 hours) annual leave.
- (d) Annual leave purchased in accordance with this clause must be taken within 12 months of it being purchased, unless agreed otherwise.
- (e) The amount paid to an employee when taking purchased annual leave pursuant to this clause shall be equal to the actual dollar amount as it was at the time the employee purchased the entitlement.
- (f) Leave will be purchased at the accrual rate set out in the table below:

Additional annual leave being accrued for the year	Hours purchased/accrued each week
1 week	0.692
2 weeks	1.384
3 weeks	2.077
4 weeks	2.769

23.13 Public holidays

23.13.1 Subject to the terms below, Employees shall be entitled to public holidays in accordance with the NES.

23.13.2 Employees (other than casual employees) shall be entitled to be absent from work on the following public holidays without loss of pay:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Queen's Birthday
- (g) Labour Day
- (h) Anzac Day
- (i) Christmas Day
- (j) Melbourne Cup Day (or alternate days in regional areas)
- (k) Boxing Day; and
- (l) Any other day which is declared by, or under a law of Victoria to be observed generally within Victoria or a region of Victoria, as a public holiday.

23.13.3 Public Holidays falling on Weekends

- (a) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (c) When Christmas Day and Boxing Day fall on Saturday and Sunday respectively, a holiday in lieu thereof shall be observed on 27 and 28 December.

(d) When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

23.13.4 Part-time employees shall only be entitled to payment for those public holidays they are normally rostered to work.

23.13.5 Casual employees shall have no entitlement to payment for public holidays they do not work.

23.13.6 The rate of pay for public holidays not worked will be the all-purpose rate of pay.

23.13.7 The Employer and a majority of affected employees may reach agreement, in writing, to substitute a day or part-day for a day or part-day that would otherwise be a public holiday under this clause.

24. SUPERANNUATION (EMPLOYER CONTRIBUTIONS)

The *Superannuation Guarantee (Administration) Act 1992* (SGAA) and the *Superannuation Guarantee Charge Act 1992* (SGCA) determines the payment.

It is agreed between the parties that the Employer will pay employees their weekly superannuation contributions on a monthly basis, into C+ Bus.

24.1 Apprentices:

The minimum contribution into C+Bus for apprentices will be 9% of the apprentice's ordinary time earnings.

24.2 All other employees:

The minimum contribution into C+Bus for all other employees will be:

- (a) 9% of the employee's ordinary time earnings; or
- (b) \$85 per week

whichever is greater.

24.3 Ordinary Time Earnings includes:

- (a) The full wage specified in this Agreement (pre - salary sacrifice arrangements).
- (b) Fares Allowance (only where the employee is provided with a vehicle etc.).
- (c) All 'site allowances' paid during ordinary time
- (d) E class licence allowances
- (e) Service increments
- (f) Leading hand allowances
- (g) Shift Allowances
- (h) any other components defined in the Superannuation Guarantee Legislation
- (i) Casual Loading

Superannuation contributions will be paid for all periods of authorised absence including periods when employees are on WorkCover. In cases where employees request leave without pay and it is granted superannuation shall not be paid.

For the purposes of this subclause “ordinary hours of work” includes the ordinary hours of a shiftwork where applicable.

25. DISPUTES SETTLEMENT PROCEDURE

25.1 Safety Disputes Resolution Procedure

25.1.1 Resolving Health and Safety Issues

When an occupational health and safety issue arises, the matter should be referred to the Employer’s safety representative or supervisor. The supervisor shall discuss the matter with the person and the elected employee OHS representative (if on site) with a view to agreeing on a safe working procedure to minimise and eliminate where possible the risk of injury or disease.

25.1.2 Where the supervisor or the employee OHS representative consider there is likely to be an immediate risk to the health and safety of any person they may, jointly or singularly, direct that work in that particular area, or by that particular method, cease (immediate risk means that there is a degree of danger which is likely to cause injury or disease before the risk can be eliminated).

25.1.3 Work in the affected area(s) shall cease and employees shall be relocated to work in alternative safe areas where work is available in their classification.

25.1.4 Employees may be relocated to other job sites where there is safe work available in their classification.

25.1.5 Where there is no work available for the particular employees, they shall remain on site and make themselves readily available for resumption of work without loss of pay. Failure to do so shall negate any claim for payment. Provided that the Employer will not unreasonably require employees to remain for an unreasonable time period where there is no reasonable prospect of a resumption of work that day.

25.1.6 At all times, the elected employee OHS Representative may seek the assistance of a representative of the Union or a person who is suitably qualified in OHS, and the supervisor may also seek advice or assistance.

25.1.7 Where the supervisor and the employee OHS Representative cannot agree on a procedure, either party may call in a WorkSafe Inspector, who may provide advice on the proposed procedure.

25.1.8 The supervisor and the employee OHS representative shall agree on the best method of rectifying the problem.

25.1.9 At all times, employees must not work in situations where there is a genuine risk to their health and safety.

25.2 Resolving Other Issues

- 25.2.1 Where a dispute arises over permitted matters (as currently defined in the Fair Work Act), the application of this Agreement or the NES, the matter shall be first submitted by the Union, employee or Employee Representative (if any) to the supervising officer or another appropriate manager, or vice versa. If not settled, the matter may be referred to more senior persons.
- 25.2.2 While this procedure is being followed the status quo that existed immediately prior to the events that gave rise to the dispute will remain and, subject to this, work shall continue normally where it is agreed that there is an existing custom and practice, but in other cases, the work shall continue at the instruction of the Employer. Failure to continue shall be a breach of the Agreement.
- 25.2.3 No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub clause.
- 25.2.4 Where the employee's representative is an ETU Shop Steward the Shop Steward shall be provided private telephone facilities to speak to an ETU official and request representation at meetings with the Employer's representatives as soon as possible in an attempt to resolve any matter without delay.
- 25.2.5 If still not settled, either party may submit the matter, in accordance with this clause, to:
- (a) the Disputes Board for conciliation and/or, arbitration; or
 - (b) directly to FWA for conciliation and/or arbitration, or for a review of an arbitrated decision of the Disputes Board.
- 25.2.6 To avoid doubt, a party to a dispute may:
- (a) apply to FWA notwithstanding the fact that the Disputes Board has already conciliated the matter; or
 - (b) if the Disputes Board has arbitrated the matter, apply to FWA for a review of the decision within 14 days of the decision having been made; or
 - (c) elect to submit the matter directly to FWA without first going to the Disputes Board.
- 25.2.7 If a matter is submitted to the Disputes Board:
- The decision of the Disputes Board is binding on the parties, subject to the right to review in accordance with this clause.
 - Where a matter does progress to FWA for arbitration or review, its decision shall be final and binding on the parties, subject to either party exercising any right of appeal against the decision to a Full Bench.

In conciliating or arbitrating a matter under this clause, or conducting an appeal under this clause, FWA may exercise such procedural and other powers in relation to conferences, hearings, witnesses, evidence and submissions as are necessary to make the conciliation, arbitration, arbitration hearing, or review effective. To avoid doubt, in conducting a review, FWA is not confined to a consideration of the materials before the Disputes Board, and may deal with the matter

afresh or conduct any hearing afresh and substitute its decision for that of the Disputes Board. In conducting a review, it is not necessary for FWA to determine whether the decision of the Disputes Board was affected by error.

A decision of the Disputes Board or FWA made pursuant to this clause 25.2.7 must not be inconsistent with the National Code of Practice for the Construction Industry, the Implementation Guidelines for the National Code of Practice for the Construction Industry or legislative obligations.

For the purposes of the disputes procedure:

25.2.7(a) At all stages of this procedure, those involved in the dispute may seek the assistance of the Union, an employee representative, Employer representative (if any) and/or other representative.

25.3 Electrical and Communication Industry Disputes Board

The Disputes Board shall deal with all matters referred to it under clause 25.2 having full regard to the dispute procedure in this Agreement and to its charter as agreed between the Union and the National Electrical and Communications Association.

26. INCOME PROTECTION & TRAUMA INSURANCE SCHEME

The Employer will continue to provide income protection insurance for all employees through the Protect insurance scheme. It is agreed that the premium will be collected by the Protect severance scheme at the same time as severance payments. It is agreed payments will be made for periods of all authorised absences, except for those periods where an employee is on leave without pay. The Employer may continue payments if requested at the employee's expense.

The level of coverage of income protection for employees and the premiums which must be paid by the Employer are as follows:

	Prior to Approval	From Approval	From 31/08/2013
Tradesperson's Premium	\$24.00 per week	\$25.80 per week	\$27.75 per week
For Cover	\$1200	\$1300	\$1400
Apprentice Premium	\$16.50 per week	\$17.75 per week	\$18.65 per week
For Cover	\$750	\$800	\$850

The above rates are inclusive of GST and stamp duty.

If the premium rates increase higher than those stated above during the life of this Agreement then the Employer reserves the right to source an alternative insurance provider.

27. ACCIDENT PAY (WORKCOVER)

27.1 Accident pay for incapacity resulting from injury

In respect of incapacity which results from an injury an Employer shall pay an employee accident pay where the employee receives an injury for which weekly payments are payable by or on behalf of the Employer pursuant to the provisions of the relevant State Legislation relating to Workers' Compensation as applicable from time to time.

27.2 Definition of accident pay

Accident pay shall mean a weekly payment of an amount being the difference between the weekly amount of compensation payable to an incapacitated employee pursuant to the said Workers' Compensation Legislation and an amount equal to the wages the employee would have received in respect of the ordinary time the employee would have worked, calculated in accordance with clause 20.2 of this Agreement for the classification in which the employee was originally employed immediately prior to the incapacity.

27.3 Maximum period for accident pay

Notwithstanding that accident pay shall not be paid during the first five working days of any one injury an Employer shall make any payment required to be made pursuant to the said legislation during the period. The maximum period or aggregate of periods of accident pay to be made by the Employer shall be a total of 52 weeks for any injury as defined in this clause.

27.4 Commencement of accident pay

The liability of the Employer to pay accident pay in accordance with this clause shall arise as from a date five normal working days after the date of the injury in respect of, which compensation is payable under the relevant State Workers' Compensation Legislation and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Employer to pay accident pay as provided in this clause.

27.5 Accident pay as lump sum

In the event that an employee receives a lump sum in redemption of weekly payments under the said legislation, the liability of the Employer to pay accident pay as herein provided shall cease from the date of such redemption.

27.6 Accident Make Up Pay Calculation

For the purposes of this clause the ordinary time the employee would have worked also includes the average weekly amount of overtime and shift work as prescribed in the Accident Compensation Act worked by the employee in the preceding 12 months or period of employment if less than 12 months.

28. REDUNDANCY AND SEVERANCE

28.1 Definition of Redundancy

Redundancy shall apply where:

- (a) The Employer has made a definite decision that the Employer no longer wishes the job an employee has been doing done by anyone and that decision leads to the termination of employment of the said employee; or
- (b) Because of the bankruptcy or insolvency of the Employer.

28.2 Alternative employment for a redundant employee

An employee will not be entitled to redundancy pay under the general redundancy pay prescriptions if the Employer obtains acceptable alternative employment for the employee. In the event of a dispute as to whether employment obtained for an employee is acceptable alternative employment for the purposes of this sub-clause and/or whether the employee should receive a lesser amount of redundancy pay than specified in the general redundancy pay prescriptions having regard to alternative employment obtained by the Employer for the employee, the dispute will be dealt with in accordance with disputes procedure.

28.3 Employee leaving during the notice period

An employee whose employment is terminated due to redundancy may leave the employment during the period of notice and, if so, shall be entitled to the same redundancy benefits and payments under this clause had the 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.

28.4 Exemption from redundancy clause

This clause shall not apply:

- (a) where termination of employment is a consequence of malingering, inefficiency, neglect of duty, misconduct or refusing duty, viz. conduct that justifies summary dismissal;
- (b) to employees employed on a casual basis, provided that the Employer shall not employ a casual worker for the purpose of avoiding redundancy pay;
- (c) to employees engaged for a specific period of time for a specific task or tasks;
- (d) to transferring employees under the transfer of business provisions of the Fair Work Act.

28.5 Redundancy Pay

- (a) In addition to the period of notice prescribed for ordinary termination, an employee whose employment is terminated by reason of redundancy, shall be entitled to the following amount of redundancy pay in respect of a continuous period of service:

Period of continuous service	Severance pay
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- (b) Provided that where an employee who is terminated receives a benefit from a severance pay scheme, he or she shall only receive the difference between the redundancy pay specified above and the amount of the severance benefit he or she receives which is attributable to the Employer's contributions. If the severance benefit is greater than the amount under 28.5(a) hereof then he or she shall receive no payment under that subclause.
- (c) Week's pay means the gross weekly ordinary all purpose rate of pay, as defined, at the date of termination.
- (d) Provided that an employee shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.

28.6 Severance

28.6.1 Contributions to a Severance Fund

28.6.1(a) It is agreed that the Employer will make weekly Severance payments (payable on a monthly basis as determined by PROTECT) to the PROTECT Severance Fund for all Employees, except directors and apprentices, covered by this Agreement.

28.6.1(b) The Employer severance contribution provided for in this clause will be set off against the redundancy entitlements that would otherwise apply under the NES provided that where the Employer has not made sufficient contributions into the employee's Severance fund to satisfy these obligations, the Employer shall make up the difference and pay the said employee at the time of termination. This clause applies regardless of whether the employee is actually paid a benefit from the fund at the time of the redundancy or elects not to claim a severance payment at the time of redundancy.

28.6.1(c) Severance Payments are to be made for periods when employees are on:

- (i) pay;
- (ii) any form of paid leave;
- (iii) WorkCover payments;
- (iv) Co-invest Long Service Leave;
- (v) Income protection insurance payments (unless severance payments are made by a 3rd party, eg. Insurer); or
- (vi) Unpaid leave due to injury/illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES.

28.6.1(d) Payments are not required for periods when employees are on unpaid leave for personal recreation reasons or the like, unless otherwise agreed.

28.6.1(e) For employees (other than apprentices), contributions will be at the following rates:

- (i) \$55.00 per week on approval of the Agreement by Fair Work Australia;
- (ii) \$65.00 per week from 31 August 2013;

28.6.2 **Salary sacrifice of severance contributions into superannuation**

28.6.2(a) An employee may, as an alternative to the benefit set out in clause 28.6.1(e)(ii), elect in writing to sacrifice \$10 per week from the 31 August 2013 from the Protect payment and instead have this amount paid into their CBUS superannuation fund. An employee may only make or alter an election under this clause once in any 12 month period, unless otherwise agreed.

28.6.3 **Apprentices**

28.6.3(a) Where the position of an apprentice is made redundant by the Employer during his/her apprenticeship the apprentice will be entitled to redundancy pay in accordance with the scale in clause 28.5(a) above.

28.6.3(b) Week's pay means the gross weekly ordinary all purpose rate of pay, as defined, at the date of termination.

28.6.3(c) Provided that an apprentice shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.

28.6.3(d) No redundancy pay is payable where the Employer has obtained suitable alternative employment for the

apprentice where the apprentice accepts that employment.

- 28.6.3(e) No redundancy pay is payable where the Employer terminates the apprentice upon completion of the term of apprenticeship.

29. SALARY SACRIFICE INTO SUPERANNUATION

Where it is agreed between the Employer and the employee that an employee wishes to have their pay salary sacrificed for additional superannuation, the Employer will comply with the employee's request within two weeks. Details of any salary sacrifice arrangements shall be reflected on the employees pay slip.

Employees who elect to sacrifice a proportion of their wages to the C+BUS superannuation fund or may request that the Employer make deductions from gross income. These arrangements shall be altered only twice a year if requested.

In order to gain the benefit from making superannuation contributions from gross earnings salary sacrifice to superannuation may be agreed between the parties and must legally fulfil SGAA and Australian Taxation Office (ATO) requirements.

Any salary sacrifice arrangements entered into between the parties shall:

- not disadvantage the employee or the Employer in any way,
- be effective only on the written authority of the employee,
- immediately be stopped at the written request of the employee
- have a statement provided to the employee detailing the salary sacrifice at the end of each financial year,
- not reduce or alter the Employer's superannuation contribution calculation or obligation to pay superannuation under SGAA or SGCA when compared to the obligation on the Employer if the salary sacrifice arrangement had not been entered into,
- not reduce the employee's hourly all-purpose rate of pay for the purposes of Award entitlements (including accrued entitlements and the application of penalty rates),
- immediately be reviewed in the event of any change to any relevant Act(s) or ATO rulings.

Where an employee elects to salary sacrifice, the employee may receive less actual pay than their classification rate specified in this Agreement (ie. the classification rate less the salary sacrifice amount).

30. AVAILABILITY

An availability roster may be established by agreement with the employees to ensure that employees with the required skills are available to meet out of hours operational and customer requirements. Agreement will not be unreasonably withheld.

All suitably skilled employees will be given the opportunity to perform availability duty. This may require a rolling availability roster that will be developed by agreement between the parties.

The minimum call out rate which applies each time an employee on the availability roster performs after hours work is double time for a minimum two hour period. This rate will apply to all call out work undertaken during the minimum two hour period.

A mobile telephone will be provided by the Employer to the rostered availability employees while on duty for direct business communication purposes.

The allowance paid per week or day to all employees on the roster to compensate those employees for making themselves available for out of hours operational coverage, is as per APPENDIX B - ALLOWANCES.

30.1 Availability on Public Holidays

Where an employee works on public holiday, as defined at (public holiday clause) that employee is entitled to the following:

When Hours are Worked	Where Employee is rostered on the availability roster	Call out, where Employee is not on the availability roster)
Monday to Friday: Within employee's normal hours.	<ol style="list-style-type: none"> 1. Paid for ordinary hours of work; 2. Paid time and half for actual hours worked (minimum two hours for each call out); 3. Paid day in lieu at ordinary time rates. 	<ol style="list-style-type: none"> 1. Paid for ordinary hours of work; 2. Paid time and half for actual hours worked (minimum four hours for each call out);
Monday to Friday: Outside employee's normal hours.	<ol style="list-style-type: none"> 1. Paid for ordinary hours of work; 2. Paid double time and a half for actual hours worked (minimum two hours for each call out); 3. Paid day in lieu at ordinary time rates. 	<ol style="list-style-type: none"> 1. Paid for ordinary hours of work; 2. Paid double time and a half for actual hours worked (minimum four hours for each call out).
Weekends: All hours	<ol style="list-style-type: none"> 1. Paid double time and a half for actual hours worked (minimum two hours for each call out); 2. Paid day in lieu at ordinary time rates. 	<ol style="list-style-type: none"> 1. Paid double time and a half for actual hours worked (minimum four hours for each call out).

31. MEAL ALLOWANCE AND CRIB TIME PAYMENT

The circumstances for the payment of a meal allowance and/or crib time during overtime are set out in the table below.

The term 'prior notification provided' refers to whether or not an employee has been notified on the previous day or earlier.

Continuous overtime is defined as work which is continuous with ordinary hours (either before or after ordinary hours):

	After 2 hours overtime	After 2 hours overtime	Work continues after a further 4 hours overtime	Work continues after a further 4 hours overtime
Prior notification provided	Paid crib break of 20 minutes	Paid meal allowance of \$18.00	Paid crib break of 20 minutes	Paid meal allowance of \$18.00.
NO	YES	YES	YES	YES
YES	YES	NO	YES	NO

Non-Continuous overtime or recall is defined as an employee recalled to work outside his/her ordinary hours of work eg after the normal working day or Saturday or Sunday or Public Holiday:

	Work continues after 4 hours overtime (and after each subsequent 4 hours)	Work continues after 4 hours overtime (and after each subsequent 4 hours)
Prior notification provided	Paid crib break of 20 minutes	Paid meal allowance of \$18.00
NO	YES	YES
YES	YES	NO

Availability is defined as an availability roster established by agreement as set out in clause 30 of this Agreement:

At 4 hours overtime (and after each subsequent 4 hours)	At 4 hours overtime (and after each subsequent 4 hours)
Paid crib break of 20 minutes	Paid meal allowance of \$18.00
YES	YES

32. TERMINATION OF EMPLOYMENT

32.1 Subject to clause 32.2 in order to terminate the employment of a full time or part time employee (other than an apprentice or fixed term employee, upon the expiration of the relevant fixed term contract) the Employer shall give to the employee the period of notice specified in the table below, or payment in lieu thereof.

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

In addition to this notice, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, are entitled to an additional week's notice.

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

- (b) Where notice has been given an employee shall continue in employment until such notice expires.
- (c) With the exception of summary dismissal, upon termination of employment the wages and entitlements that are due to an employee shall be paid on the day of termination. In cases of summary dismissal the wages and entitlements due must be paid within seventy two hours of the effective day of termination.
- (d) The employee shall terminate employment at a week's notice, at any time during the week, or by payment, or forfeiture as the case may be, of a week's wages for ordinary time worked.
- (e) If the employee fails to give notice the Employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice
- (f) Employees will return all Employer property prior to payment.

32.2 Termination without notice (summary dismissal)

The Employer may terminate an employee's employment summarily if the employee engages in serious misconduct as described in the Fair Work Act.

32.3 Time off during notice period

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

32.4 Termination prior to a public holiday

- (a) If the Employer terminates the employment of an employee, the Employer shall pay the employee a day's ordinary wages for each public holiday prescribed in this Agreement which falls within 10 consecutive calendar days after the date the employee is given notice of termination of employment.
- (b) Where any 2 or more of the holidays prescribed in this Agreement occur within a 7 day span, such holidays shall be a 'group' of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after the date the employee is given notice of termination, the whole group shall be deemed to fall within the 10 consecutive days, and the employee will be paid a day's ordinary wages for each such day. For example, Christmas Day, Boxing Day and New Years Day (or days in lieu thereof) shall be regarded as a group.
- (c) To avoid doubt, if the public holiday falls within the notice period (whether the employee works the notice period or receives a payment in lieu), the employee will only be paid once in respect of that day (i.e. the payment will not be added to the end of the notice period).
- (d) Subclauses (a), (b) and (c) do not apply where:
 - (i) the Employer terminates the employment without notice in accordance with clause 32.2; or

33. TOOLS & INCIDENTALS

33.1 Compensation for Loss of Employees Tools

An employee shall be reimbursed by the Employer to a value in accordance with Appendix A, for loss of tools by fire or theft whilst the tools are securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop or in a lock-up as provided or if the tools are stolen whilst being transported by the employee at the Employer's direction in an Employer supplied vehicle or if the tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

Prior to commencing work Employers are required to provide employees with a list of required tools as described in APPENDIX G – TECHNICIANS TOOL KIT of this Agreement and any additional tools as agreed between the Employer and an employee.

If this tool list is not maintained at all times by the employee, subject to inspection by the Employer, then compensation will only be applicable for those tools the employee actually had prior to the theft.

If the employee presents for work without the required tools the employee will be required to obtain those tools. Time taken to retrieve those tools will not be paid.

Provided that this clause shall not apply if the correct police reports and Statutory Declarations relating to the tools that were actually stolen and the details of the incident are not completed or if proper care and attention is not shown with respect to secure storage and maintenance of tools.

33.2 Tool & Incidental Allowance

The parties agree that the value of the tool and incidental allowance will be \$1180 (increasing annually as part of the all purpose allowance). This allowance comprises of \$600 for provision of tools (as per Appendix G – Technician Tool List) and \$580 for costs incurred in performing the role of a technician (know as incidentals).

The incidental aspect will include:

- the provision, use (making and receiving calls/texts) and charging of mobile phones for work related purposes
- the charging of batteries and PDA devices
- the provision of replacement batteries (drill and testing devices)
- storage of meters and equipment in the employees motor vehicle and home
- motor vehicle incidentals such as insurance and maintenance

34. TOLLS

Where an employee incurs any toll or similar fee in the course of travelling at the Employer's direction, during working hours, an amount equivalent to the sum incurred

by the employee will be reimbursed by the Employer upon proof of such expenditure by the employee at the next pay day.

35. REIMBURSEMENT

When employees are required to hold and utilise an endorsed driver licence (truck licence) the Employer will reimburse all costs associated with the obtaining and renewing of that licence. An employee is required to provide to the Employer proof of payment to be eligible for reimbursement. Eligibility for licence reimbursement will only apply to those payments made on or after the date of approval of this Agreement.

36. SAFETY MANAGEMENT SCHEMES

Where the Employer plans to introduce a Safety Management Scheme, under the Electricity Safety (Management) Regulations 2009 (Vic) or its successor, it shall do so with consultation and agreement of the ETU or other employee representative and the involvement of the employees.

37. PERSONAL / CARER'S (SICK) LEAVE, COMPASSIONATE LEAVE & PARENTAL LEAVE

37.1 Personal/Carer's (sick) leave, Compassionate leave & Parental leave shall be in accordance with the NES.

- (a) Full time employees shall accrue ten days personal/carer's (sick) leave per year of service.
- (b) Part Time employees shall accrue personal/carer's (sick) leave on a pro rata basis.
- (c) An employee's entitlement to paid personal/carer's (sick) leave accumulates from year to year.
- (d) Existing employees with less than 6 months employment at the time this agreement comes into operation, shall be deemed to have accrued 5 days personal/carers (sick) leave less any personal/carers (sick) leave already taken by them.

37.2 Payment:

- (a) Personal/Carer's (sick) leave shall be paid at the all-purpose rate of pay applicable under this Agreement at the time that an employee takes such leave.
- (b) An employee may take paid personal/carer's (sick) leave if
- (c) the leave is taken:
 - (d) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (e) 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:
 - (f) a personal illness, or personal injury, affecting the member; or
 - (g) an unexpected emergency affecting the member.

37.3 For the purposes of this clause 'immediate family' means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

37.4 Notice of Proof of Sickness

- (a) An employee must give his or her Employer notice of the taking of leave under this Division by the employee.
- (b) The notice:
 - (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the Employer of the period, or expected period, of the leave.

37.5 Proof of the need to take personal/carer's (sick) leave is required where during:

- (a) the first six months of employment an employee has more than one day's personal/carer's (sick) leave; or
- (b) the second six months of employment an employee has had more than two days' personal/carer's (sick) leave since commencing employment; or
- (c) the second and subsequent years of employment an employee has had more than two days' personal/carer's (sick) leave during the previous 12 months.

37.6 Where proof is required in accordance with the above the employee must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the personal/carer's (sick) leave was taken for a reason set out above in clause 37.2.

37.7 The employee shall not be entitled to payment for the period claimed unless the employee complies with clause 37.6.

37.8 Where an employee is sick or injured on an RDO the employee shall not be entitled to sick pay in addition to the normal weekly pay nor will the employee's sick leave entitlement be reduced as a result of the sickness or injury that day.

37.9 An employee suffering injury through an accident arising out of work in the course of the employment (not being an injury in respect of which the employee is entitled to workers compensation) necessitating attendance during working hours of a doctor, chemist or trained nurse or attendance at hospital, shall not suffer any deduction from pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the Employer all expenses reasonably incurred in connection with such attendance.

37.10 Community Service Leave

- (a) Community service leave is to be provided in accordance with the NES subject to paragraph (b).
- (b) Payment for jury service
An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Employer an amount, equal to the difference between the amount paid in respect of attendance for such jury

service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service. This will apply for the duration of the jury service.

37.11 Compassionate Leave

- (a) An employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
(permissible occasions).
- (b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) 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 above; or
 - (ii) after the death of the member of the employee's immediate family or household referred to above.
- (c) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 2 day period; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and the Employer agree.
- (d) 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.
- (e) If an employee, other than a casual employee, takes a period of compassionate leave, the Employer must pay the employee at the employee's all-purpose rate for the employee's ordinary hours of work in the period.
- (f) For casual employees, compassionate leave is unpaid leave.
- (g) The employee shall give notice of such leave as soon as practicable, and if required, give appropriate proof of the reason for taking such leave.

37.12 Parental Leave

Parental Leave shall be provided in accordance with the NES.

37.13 Long Service Leave

- (a) Long Service Leave shall be in accordance with and provided by Co-INVEST (or its successor).
- (b) When an employee has accrued an entitlement to long service leave, and after giving four (4) weeks' notice to the Employer, the employee will be entitled to take such leave, subject to agreement with the Employer. Agreement for leave will not be unreasonably withheld by the Employer.
- (c) Co-INVEST is the recognised portable long service leave fund for the Employees. The Employees shall be registered with Co-INVEST on commencement of employment. An employee and/or the employee's representative shall have full access to all information supplied by the Employer to Co-INVEST about the employee for compliance purposes and

the Employer shall authorise Co-INVEST to release this information to the employee, and/or the employee's representative in compliance with the Fair Work Act.

38. CLASSIFICATION STRUCTURE

38.1 Refer to clause 3.2 of this Agreement for the commitment to review the classification structure contained in this Agreement.

38.2 In order to assist in the classification or reclassification of employees, the following shall apply:

38.2.1 Where the employee has the relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and; the employee is exercising or will be required to exercise the skills and knowledge gained from the qualification necessary for that level of work.

The employee shall be classified appropriately.

38.2.2 Where skill standards have not yet been finalised in respect of any class of work, and this is necessary for determining an employee's classification, employees performing such work shall not be reclassified until such standards are available, except as provided for in 38.2.3 hereof.

38.2.3 Where the situation described in 38.2.2 hereof applies, but not under any other circumstances, an employee may be reclassified on the basis that the employee meets the requirements of the classification definitions below.

38.2.3(a) Definitions

Linesperson Tradesperson: shall mean an adult employee engaged on line work which requires the application of general trade experience gained through apprenticeship as an Electrical Mechanic or Linesperson.

Cable Jointer (Power Distribution): shall mean an employee engaged in jointing and terminating of approved sheathed cables associated with the installation and maintenance of underground mains, sub-mains and final sub-circuits at consumer's premises, together with the running, fixing and connecting of any associated earthing conductors and employed as such.

Electrical Fitter: shall be an electrical fitter employed by an Electrical Contractor normally engaged in making, repairing or maintaining electrical machines, instruments or appliances, but does not include electrical fitters employed in the manufacturing section of a contractor's business.

'A' Grade Licensed Electrical Mechanic: means an employee the legitimate holder of a current 'A' Grade Electrical Mechanic's Licence issued by ESV or any other body in substitution thereof and employed as an Electrical Mechanic.

'B' Grade Licensed Electrical Mechanic: means an employee the legitimate holder of a current 'B' Grade Electrical Mechanic's Licence

issued by ESV or any other body in substitution thereof and employed as such.

'P' Grade Licensed Electrical Mechanic: means an employee the legitimate holder of a current 'P' Grade Electrical Mechanic's Licence issued by ESV and employed as such and shall for the purposes of this Award be paid at the same rate as a 'B' Grade Licensed Electrical Mechanic.

Meter Technician: means an employee who completes single or multiphase installations at single or multiple installation site inclusive of installation of time switch.

Advanced Meter Technician: means an employee who completes single or multiphase installations at sites containing contactors, completes meter panel replacement, significant rewiring of panels, asbestos handling, CT/VT meter works, or any combination of the above.

Auditor: means an employee whom undertakes process or post installation audits.

38.2.3(b) Grades

Level 1

- Traffic Control
- Basic Labouring

Level 2

- Vegetation control and basic maintenance of substations.

Level 3

- Inspection of Poles and Wires
- Is qualified and required to drive or operate the Employer's vehicles, machinery, plant or equipment incidental to the employee's primary task or functions
- Operate plant and/or Equipment (ie; jackhammers or winches)
- Storeperson
- Assist with installation of underground cables

Level 4

- Administer the ordering, invoicing and stocktaking of material and/or Supervisor storeperson.
- Is directly in charge of an electrical store and responsible for materials, ordering and purchasing

Level 5

- A Grade Distribution Linesman
- A Grade Transmission Linesman
- A Grade Mechanic
- A Grade Electrical Fitter
- Cable Jointer
- Meter Technician

Level 6

Included in this Grade is the work of:

- Limited Inspection
- Paper Lead Jointing
- Extra High Voltage Jointing (66kv)
- Live Line Hot Sticks Up to 33kv
- Dual Trade
- Advanced Meter Technican
- Auditor

Subs and spurs ring operator (permanent)

Access to levels 6 and 7 for operators depends upon the use of these competencies on a regular basis (such as 50%) of the time. If an employee does not comply with the 50 % requirement then those employees will be paid an allowance as prescribed below.

Should a contract be lost and an employee is no longer required to utilize the skills of a higher pay level then after consultation with the effected employees, the employee will be re- classified back to pay point 5.

For those employees who hold a dual electrical trade qualification, if one trade is predominantly used and the employee is occasionally required to perform tasks of second trade, then the A grade electrical mechanic allowance will be paid in those weeks. If however, the employee is required to regularly utilise the competencies attained from the dual trades, then they shall be classified as a level 6 provided that the conditions in clause A above are met.

Level 7

An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who performs work in this grade

Included in this grade is the work of:

- Zone sub and back bone operating (permanent)

- Electrical inspection
- Extra High Voltage and Paper Lead Jointing (Can only be paid for this skill if completed another apprenticeship program other than Cable Jointing)
- Bare hand Tower Linesman
- Terminal Station Operating
- Maintain live high voltage overhead distribution lines up to 33kv (glove and barrier)

Level 8

An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who has had not less than two year's experience as an Electrical Worker Grade 7 and is employed to use the skills acquired through relevant training and/or experience of this grade.

This grade covers the work of an:

- Electrical Tester

Level 9

An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who is employed to use the skills acquired through relevant training and/or experience of this grade.

This grade covers the work of an:

- Electrical Tester (protection devices)

Level 10

An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who is employed to use the skills acquired through relevant training and/or experience of this grade.

This grade covers the work of a:

- Senior Electrical Tester (protection devices)

39. ALLOWANCES

Employees will be paid the allowances as set out in APPENDIX B - ALLOWANCES of this Agreement at the rates specified in that Appendix.

40. WORKPLACE FLEXIBILITY

- 40.1** The terms in clause 23.11 and clause 43.1.4 APPENDIX B - ALLOWANCES of this Agreement may be varied by an individual flexibility arrangement ("IFA").

- 40.2** The Employer will not make an IFA unless the following conditions are satisfied:
- 40.2.1 The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
 - 40.2.2 The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
 - 40.2.3 The IFA must be genuinely agreed to by the Employer and the employee;
 - 40.2.4 The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to;
 - 40.2.5 The IFA must be able to be terminated:
 - 40.2.5(a) by either the employee, or the Employer, giving written notice of not more than 28 days; or
 - 40.2.5(b) by the employee and the Employer at any time if they agree, in writing, to the termination.
 - 40.2.6 The IFA must be in writing and signed:
 - 40.2.6(a) in all cases—by the employee and the Employer; and
 - 40.2.6(b) if the employee is under 18—by a parent or guardian of the employee; and
 - 40.2.7 The IFA must be given to the employee within 14 days after it is agreed to.
- 40.3** It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.
- 40.4** The terms that may be subject to an IFA are:
- 40.4.1 Single day absences at clause 23.11;
 - 40.4.2 Service Increments (APPENDIX B - ALLOWANCES, clause 43.1.4)

41. CONSULTATION

- 41.1** Introduction of Change
- 41.1.1 Company's duty to notify
 - 41.1.1(a) Where the company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the company shall notify the employees who may be affected by the proposed changes and the employee representatives.

- 41.1.1(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion 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. Provided that where the Agreement makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- 41.1.2 Company's duty to discuss change:
 - 41.1.2(a) The company shall discuss with the employees affected and their representatives, inter alia, the introduction of the changes referred to in paragraph (a)(i) hereof, the affects the changes are likely to have on employees, measures to avert or mitigate the adverse affects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
 - 41.1.2(b) The discussions with employees affected and their representatives shall commence as early as practicable after the activities referred to in paragraph 41.1.1(a) hereof.
 - 41.1.2(c) For the purposes of such discussion, the company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected affects of the changes on employees and any other matters likely to affect employees provided that the company shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.
- 41.1.3 The company shall provide information in languages other than English for employees of non-English speaking background.
- 41.1.4 Company's duty to be reasonable.
 - 41.1.4(a) The company shall take reasonable steps to mitigate the adverse effects of change upon employees.
- 41.1.5 This clause shall not derogate from any other obligations the Employer has under this Agreement.

42. APPENDIX A - WAGE RATES

Employees covered by this Agreement will be paid at the wage rates which are set out below and will increase from the first pay period after the dates set out below. The Parties agree that the wage rates below incorporate the following all purpose allowances:

- (a) travel allowance means time to travel to site under 50 kilometres (\$5.78 per working day);
- (b) attendance pay means arriving to the work site by the time required by the employer
- (c) annual leave loading means an additional payment employees receive when taking paid annual leave. This is paid at 17.5% of ordinary time rate of pay. For the purpose of this agreement this loading is incorporated in the ordinary time rate of pay;
- (d) Electrical Distribution and Transmission Industry Allowance is an industry specific allowance; and
- (e) Tool & Incidental allowance is in accordance with clause 33.2

Tradesperson Rates

	1-Sep-10		1-Jan-12		1-Sep-12		1-Sep-13		30 Aug 14	
Level	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	979.48	27.21	1044.32	29.01	1086.09	30.17	1129.54	31.38	1174.72	32.63
2	1022.59	28.41	1089.15	30.25	1132.72	31.46	1178.03	32.72	1225.15	34.03
3	1065.69	29.60	1133.98	31.50	1179.34	32.76	1226.51	34.07	1275.57	35.43
4	1109.22	30.81	1179.25	32.76	1226.42	34.07	1275.48	35.43	1326.50	36.85
5	1180.50	32.79	1253.38	34.82	1303.52	36.21	1355.66	37.66	1409.89	39.16
6	1222.75	33.97	1297.32	36.04	1349.21	37.48	1403.18	38.98	1459.31	40.54
7	1310.24	36.40	1388.31	38.56	1443.84	40.11	1501.60	41.71	1561.66	43.38
8	1396.88	38.80	1478.42	41.07	1537.55	42.71	1599.05	44.42	1663.01	46.19
9	1439.99	40.00	1523.25	42.31	1584.18	44.00	1647.55	45.77	1713.45	47.60
10	1569.73	43.60	1658.18	46.06	1724.51	47.90	1793.49	49.82	1865.23	51.81

Apprentice Rates

	1-Sep-10		1-Jan-12		1-Sep-12		1-Sep-13		30 Aug 14	
Year	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	434.04	12.06	461.69	12.82	480.16	13.34	499.37	13.87	519.34	14.43
2	589.40	16.37	626.27	17.40	651.32	18.09	677.37	18.82	704.47	19.57
3	797.24	22.15	847.13	23.53	881.01	24.47	916.26	25.45	952.91	26.47
4	935.52	25.99	993.94	27.61	1033.70	28.71	1075.05	29.86	1118.05	31.057

Adult Apprentice Rates

	1-Sep-10		1-Jan-12		1-Sep-12		1-Sep-13		30 Aug 14	
Year	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	553.12	15.36	585.53	16.26	608.96	16.92	633.31	17.59	658.64	18.30
2	797.24	22.15	842.42	23.40	876.12	24.34	911.16	25.31	947.61	26.32
3	935.52	25.99	990.94	27.53	1030.58	28.63	1071.80	29.77	1114.68	30.96
4	970.09	26.95	1029.89	28.61	1071.09	29.75	1113.93	30.94	1158.49	32.18

43. APPENDIX B - ALLOWANCES

Payable from the first pay period on or after the date specified.

43.1 All purpose allowances

All purpose allowances are payable for all purposes of the Agreement and are part of the gross weekly ordinary all purpose rates of pay as stated at APPENDIX A - WAGE RATES. The monetary amounts for each allowance are those stated in APPENDIX B - ALLOWANCES of this Agreement.

43.1.1 Electrician's licence allowance

Employees who are required to utilise the 'E' Class License (formerly 'UN' or 'A' Grade License) shall receive an 'all purpose' allowance in accordance with the rates stipulated in APPENDIX B - ALLOWANCES.

43.1.2 Electrical distribution line maintenance and tree clearing allowance

An all purpose allowance shall be paid to employees engaged on tree clearing and work associated with the maintenance of electrical distribution lines. The allowance amount is stated in APPENDIX B - ALLOWANCES of this Agreement.

43.1.3 Leading hands allowance

Leading hands in charge of:

- Not less than three and not more than ten employees shall be paid the allowance amount is stated in APPENDIX B - ALLOWANCES of this Agreement.
- More than ten shall be paid the allowance amount is stated in APPENDIX B - ALLOWANCES of this Agreement.

43.1.4 Service increment

- 43.1.4(a) After one year's continuous service with the same Employer, an employee may be granted (*) all purpose per week extra.
- 43.1.4(b) After three years' continuous service with the same Employer, an employee may be granted (*) all purpose per week extra.
- 43.1.4(c) After five years' continuous service with the same Employer, an employee may be granted (*) all purpose per week extra.
- 43.1.4(d) After seven years' continuous service with the same Employer, an employee may be granted (*) all purpose per week extra.
- 43.1.4(e) After ten years' continuous service with the same Employer, an employee may be granted (*) all purpose per week extra.

The allowance amounts are stated in APPENDIX B - ALLOWANCES of this Agreement.

43.1.5 Nominee allowance

An "A" Grade Licensed Electrical Mechanic who acts as a nominee for an Electrical Contractor shall be paid an the allowance amount as stated in APPENDIX B - ALLOWANCES of this Agreement..

43.2 Special allowances

43.2.1 Extra High Voltage Tower allowance

- (i) An employee who works on an extra high voltage distribution and transmission tower will receive the allowance amount as stated in APPENDIX B - ALLOWANCES of this Agreement.

43.2.2 First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body will be paid the amount stated in APPENDIX B - ALLOWANCES of this Agreement if the employee is appointed by the Employer to perform first aid duty.

Allowance Rates					
	1-Sep-10	1-Jan-12	1-Sep-12	1-Sep-12	30-Aug-14
Leading Hand					
3 to 10	31.01	42.48	45.00	47.53	49.43
11 to 20	42.96	87.48	93.01	98.45	102.39
Service Increment					
1 year	1.45	1.51	1.57	1.63	1.70
3 years	3.03	3.15	3.28	3.41	3.55
5 years	6.05	6.29	6.54	6.81	7.08
7 years	9.26	9.63	10.02	10.42	10.84
10 years	12.45	12.95	13.47	14.00	14.56
Nominee					
per week	63.46	66.00	68.64	71.38	74.24
E Class Licence					
per week	49.15	51.12	53.16	55.29	57.50
High Voltage Tower					
per week	33.19	34.52	35.90	37.33	38.38
Availability					
per week	308.28	339.11	373.02	410.32	426.73
per day	44.04	48.44	53.29	58.62	60.96
First Aid					
Level 2	21.42	22.28	23.17	24.09	25.05
Level 3	28.56	29.70	30.89	32.13	33.42
Meal					
	13.5	18.00	18.00	18.00	18.72
Fares					
Own Car	16.99	17.67	18.38	19.11	19.87
VBI Site	20.41	21.23	22.08	22.96	23.88
Co. Car	3.32	3.45	3.59	3.73	3.88
Motor Vehicle					
per km	0.84	0.87	0.91	0.94	0.98
Loss of Tools & incidentals allowance					
	1180	1227.20	1276.29	1327.34	1380.43

Allowance Rates (per day)

	1 Sep 10	1 Jan 12	1 Sep 12	1 Sep 13	30 Aug 14
66 KV Sticks	33.36	34.69	36.08	37.53	39.03
Crane Drives standing poles near live H.V.4%	18.68	19.43	20.20	21.01	21.85
Ring Operations (subs and spurs) 3-10	9.34	9.44	10.00	10.56	10.98
Zone Operations (backbone) 10+	16.02	19.44	20.67	21.88	22.76
Ring Operations & Zone Substation Operating	20.02	20.82	21.65	22.52	23.42
Limited Inspection	9.34	9.71	10.10	10.51	10.93

Definition of operating function**Ring Operations (subs and spurs)**

Operation of HV and LV equipment to AQF level 3 (or as defined in the current National Training package)

Zone Operations (backbone)

Operation of HV equipment on the interconnected distributions system (includes Base level)

Terminal stations

Operation of HV equipment within Zone Substations (may include base level and ring level)

44. APPENDIX C - VICTORIAN BUILDING INDUSTRY SITES

44.1 Scope and Application

This Appendix will apply throughout the State of Victoria to all on-site work on building and construction projects other than Engineering Construction Projects and projects in the Cottage/Housing Industry.

44.2 Site Allowance Procedure

- 44.2.1 This procedure shall apply to construction work in the commercial/industrial sector of the building industry in the State of Victoria. Further, it is expressly agreed by the parties to this procedure that Site Allowances will not be claimed on any project where the project value is below \$2.7 million.
- 44.2.2 In addition to the wage rates and allowances prescribed by the relevant Awards, the Employer shall pay to Employees (as defined in this Agreement) extra rates as set out in the special rates clause of the relevant Awards for the period when individual Employees incur those disabilities prescribed by the said clauses, except those special rates which are specifically included in the Site Allowance applicable to a project.
- 44.2.3 Subject to the foregoing, where a Union on behalf of its members, requests a Employer to consider a claim for payment of a Site Allowance, such Site Allowance shall be determined either by:
- 44.2.3(a) Geographic location if the project is contained within the City of Melbourne as defined in clause 44.5 or
 - 44.2.3(b) The amount contained in clauses 44.3 and 44.4.
- 44.2.4 A Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project and in lieu of the following Award special rates - confined space, wet work, dirty work, second-hand timber and fumes. Award special rates and disability payments (other than mentioned above) shall be applied as and when incurred, in accordance with the Award conditions.
- 44.2.5 Site Allowances are adjusted annually in line with CPI movements. The following rates will apply from 1 October 2011.

44.3 City of Melbourne (as defined in clause 44.5 hereof):

44.3.1 New Projects

- Up to \$208.6m \$3.70 per hour worked
- Over \$208.6m as per sub-clause 44.4

44.3.2 Renovations, Restoration &/or Refurbishment work

- \$3.25 per hour worked

The site Allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all Employees on the project.

44.4 New Projects Victoria

Project Value \$ Million	Site Allowance \$ per Hour
\$2.7 - \$7.0	\$2.10
\$7.0 - \$17.3	\$2.30
\$17.3 - \$34.8	\$2.60
\$34.8 - \$69.5	\$3.05
\$69.5 - \$139.1	\$3.60
\$139.1 - \$208.6	\$3.70
\$208.6 - \$278.0	\$3.85
\$278.0 - \$417.1	\$4.00
For projects above \$417.1 Million, there shall be an increment in site allowance of 10 cents per additional \$100 Million or part thereof.	

All new Docklands projects are to be in accordance with the new scale of Site Allowances.

44.4.1 The Rates shall be reviewed no later than 30 September of each year, and thereafter for each subsequent year of the Agreement taking account of the CPI movement and the economic circumstances prevailing in the industry at that time.

44.4.2 The Site Allowance values and project values in this Clause shall be adjusted by the CPI (all Groups, Melbourne), effective from 1 October each year thereafter according to the above CPI movement for the preceding period July to June in each year.

The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000.

- 44.4.3 In all cases where the parties fail to reach agreement on the project value for the purpose of determining the Project Site Allowance to apply to a particular site or project, then such disagreement shall be referred to the Disputes Board for determination in accordance with clause 25.2.5 of the Common clauses of this Agreement. If necessary to ensure National Code compliance, the parties will vary this Agreement to give effect to the determination of the Disputes Board.
- 44.4.4 In determining the rate, the Disputes Board Chairperson shall have regard to the Site Allowance Guidelines, and shall not deviate from these Guidelines unless there are special and exceptional circumstances. Where the procedures prescribed by this Clause are being followed, work shall continue normally. In the event of Employees taking industrial action in pursuance of a claim the date of operation of the Project Site Allowance shall not commence before the date on which the Employees cease industrial action.
- 44.4.5 This Clause shall not apply to projects which qualify under the Shopping Centre Agreement.

44.5 City of Melbourne Boundaries

For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the "City of Melbourne" are defined as follows:

Commencing at the point where CityLink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, MacArthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevard and following the water line to Lorimer Street, and then east along Lorimer Street as far as CityLink (Western Link). Follow CityLink north to Racecourse Road to complete the boundary.

The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street and Alexandra Parade.

Where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

44.6 Melbourne Airport

All new construction and extension / refurbishment work at Melbourne Airport having a project value in excess of \$2.6 million will attract, for each and every hour worked on-site the current City of Melbourne Site Allowance as provided in clause 44.3 plus an additional 15c per hour.

45. APPENDIX D – INCLEMENT WEATHER POLICY

45.1 Overview

- 45.1.1 This Agreement is intended to cover the work of outdoor electrical construction and maintenance workers. It is recognised that their work requires concentration, and becomes more difficult to carry out, as weather conditions become inclement.
- 45.1.2 Inclement weather shall mean the existence of abnormal climatic conditions (that is rain, hail cold, wind, dust storm, high temperature or the like of any combination thereof) by virtue of which it is neither reasonable, nor safe for outdoor electrical construction and maintenance workers to be exposed to or continue working whilst such conditions prevail.
- 45.1.3 Decisions about whether it is safe to work shall be taken at the local level through consultation and agreement with the supervisor (or employee representative).
- 45.1.4 On any day where work is hindered by inclement conditions the supervisor shall confer with the health and safety representative (or employee representative) when requested and it is reasonable to do so and if the supervisor refuses to confer, outdoor electrical construction and maintenance workers shall be entitled to cease work for the rest of the day.
- 45.1.5 Where prevailing conditions require, normal work shall be modified as agreed between the supervisor and health and safety representative (or employee representative).
- 45.1.6 When work has ceased due to inclement conditions, outdoor electrical construction and maintenance workers shall have access to shelter from the prevailing inclemency.
- 45.1.7 Outdoor electrical construction and maintenance workers may be transferred from one location where it is unreasonable to work due to inclement conditions to work at another location which is not so affected, subject to the following:
 - 45.1.7(a) No outdoor electrical construction and maintenance workers shall be transferred unless there is useful work available for them to perform.
 - 45.1.7(b) Transfers take place in accordance with a mutually agreed procedure and having regard to:
 - (i) The distance to be travelled;
 - (ii) The climatic conditions under which travel takes place; and,
 - (iii) The normal work time remaining.

- 45.1.8 In emergency situations as public health and safety, safety of Employer employees and equipment etc, work shall continue even though inclement weather prevails. An emergency work roster shall be worked out locally whereby available labour is rostered on an agreed basis.

45.2 Working In Heat Agreement

45.2.1 Introduction

This Introduction outlines the procedure that will be adopted where work has to be performed in temperatures that are so hot that employees could suffer thermal stress, that is, health could be affected.

The Employer's policy shall be that, to maintain a safe and efficient work place, employees should work in a thermally acceptable environment. However, it should be realized that it may not always be technically nor economically possible. Under these circumstances, the procedures noted in this section will have to be applied to achieve an acceptable level of safety.

45.2.2 Work Procedures

- 45.2.2(a) Supervisors shall plan and organise work such that the exposure to the risk of thermal stress to employees is minimised.

- 45.2.2(b) Through planning, such as organising work in the early morning or late evening, extended or more frequent work breaks, providing shade awnings, etc, the risk of thermal stress can be reduced. Penalty rates shall apply for work performed outside of normal hours.

Supervisors should assess and give due consideration to local and special circumstances to assess conditions likely to induce thermal stress.

During periods such as heat waves in summer, work practices should be reviewed to ensure that the workload is compatible with physical capabilities of the employees and environmental limits set in this Appendix.

In anticipation of hot days, local supervisors/managers should consider implementation of the following;

- Rescheduling of heavier work to other days or to cooler periods of the day in order to avoid prolonged spells in the open under the sun.
- Where practicable, rotation of the employees engaged in the heavier tasks.
- Change in the rate of work (eg. taking longer to do the work).
- Provision of shaded rest areas.

- Provision of lighter alternative work.
- Consideration of individual's physical capabilities in planning work.
- Change of location in work.
- Use of heat barriers, including shade cloths.
- Use of air-circulating fans.
- Use of cooling equipment.
- Modifying clothing within limits imposed by the safety considerations.

45.2.3 **Protective Measures**

Additionally, employees should protect themselves to the greatest extent possible from heat stress by:

- Wearing loose fitting cotton or cotton blend protective clothing as appropriate for the safe working requirements of the job to promote good air circulation around the body,
- Wearing a minimum of loose fitting clothing under protective clothing,
- Wearing a hat,
- Reducing the consumption of cigarettes,
- Use of sunburn creams and skin protectors supplied.

45.2.4 **Monitoring of Temperatures**

Where modifications of environmental conditions are insufficient to lower temperatures to a satisfactory level so that the possibility of thermal stress is completely avoided, regular monitoring of the environment shall continue.

The monitoring of the temperature levels at the work locations shall be performed using temperatures announced at regular intervals on the designated metropolitan or regional radio stations.

Designated radio stations shall be as follows:

Metropolitan area 3AW or phone 9669 4916 to talk to a Forecaster to obtain the temperature for your immediate area.

45.2.5 Precautions to be Taken

45.2.5(a) Cool Drinks

During the hot season, cool drinking water will be made available to the workers in such a way that they are encouraged to frequently drink small amounts, ie. one cup every 15-20 minutes (about 150ml). Alcoholic and aerated beverages are to be avoided.

45.2.5(b) Rest Breaks

The following table will be used as a guideline and in conjunction with client practice, to determine the frequency and temperatures of rest breaks, to be taken when it is possible that the employees' health could be affected:

Duration of Paid Rest Breaks in each hour when the temperature (As determined in 4 above) reaches and/or exceeds.	OUTDOOR WORK (degrees Celsius)	INDOOR WORK (degrees Celsius)
15 minutes	30	32
30 minutes	32	34
45 minutes	34	36
60 minutes	36	38

Rest breaks should be taken in shaded cooled or air-conditioned rest areas where available. The intent of the above temperatures does not preclude any employee from ceasing work earlier than indicated above if they are distressed by the extreme heat.

45.2.5(c) Acclimatisation

All employees moving into an area where there may be a potential danger to health due to high temperatures should be given time to acclimatise. This normally is one week.

Employees who have returned to work after an absence of two weeks or more away from a hot environment should also be encouraged to work at a comfortable pace in the week they return to duty.

Variations to the temperatures listed in 45.2.5(b), Rest Breaks, are applicable if the employee is obese or elderly, or if the employee has other medical conditions that mitigate against working in hot conditions.

Supervisors should seek advice from Occupational Health Nurses or Health and Safety Advisors if any of the above special circumstances are involved.

45.2.6 Working in the Heat for Glove & Barrier and Bare Hand

Where Glove & Barrier or Bare Hand work is to be carried out in the heat of the day the following precautions will be adhered to;

When the temperature reaches 32 degrees Celsius, Live Lineworkers will work for no more than 30 minutes at a time rotating to reduce fatigue.

When the temperature reaches 34 degrees, as a guideline in conjunction with client practice, all Live Line work will cease.

46. APPENDIX E – DECLARED WEATHER EVENT PROTOCOL

46.1 Declared Weather Event Protocol

46.1.1 The Employer's OHS policies continue to apply to working in adverse weather, being situations where work is required either in heat in excess of 36 degrees, or in rain that soaks an employee's clothes through their PPE wet weather gear.

46.1.2 For the purposes of this clause a declared event may include circumstances such as loss of supply, or risk to public health and safety and/or returning the network to system normal. An emergency work roster may be arranged locally whereby available labour is rostered as far as possible on an equal basis and additional labour will be sought as necessary.

46.2 An allowance will be paid in recognition of the requirement to restore supply in such declared events where adverse weather conditions impact work

46.2.1 The allowance will be paid in an event:

- (i) When the work is classed by the Employer and the relevant distribution business as work in a declared event; and
- (ii) Where work crews are directed by their Manager (or their delegate) to work
- (iii) outdoors, without respite from the conditions, in heat in excess of 36 degrees or
- (iv) in rain that soaks an employee's clothes through their PPE wet weather gear
- (v) and they are unable to change in to dry clothes. This will apply to work
- (vi) situations where the temperature is in excess of 36 degrees and there is no
- (vii) respite available from the conditions; and
- (viii) The adverse weather conditions are worked in for at least 1 hour and the work
- (ix) is unavoidable;
- (x) Having a quick break of approximately 5 minutes while working in the adverse
- (xi) weather in some form of respite is not considered to be respite from the
- (xii) conditions, nor will this break the continuous 1 hour qualifying period mentioned
- (xiii) above; and

- 46.2.2 Employees who have worked in adverse weather and have had their clothes soaked through as a result, continue to be considered to be working in adverse weather until they change into dry clothes, Employees are expected to utilise their PPE and as soon as practicable to change into dry clothes.
- 46.2.3 The weather conditions in operating areas will be verified using observation by the Site Manager of the adverse conditions and supplemented by external verifications such as the local BOM reports and the Employer's elevation of a declared event.
- 46.2.4 The Allowance will be: \$150.00 for up to the first 8 hours of working in such conditions; and \$75.00 for any time working in such conditions after the first 8 hours and until the cessation of work and the 8 or 10 hour break as appropriate has been completed; and
- 46.2.5 The allowance applies to any continuous period the employee is at work, and is compensation for the total time during that period at work that the employee works in adverse conditions. The period of time the allowance applies to is not broken by the completion of ordinary hours, the commencement of overtime penalties or passing into another calendar day. Provided that where employees on availability or call back are required to return to work, any remaining part of a previous 8 hour period will apply before any further payment is made.
- 46.2.6 In the event of wet weather should an employee change into dry clothes during the 8 hour period, the balance of that 8 hour payment will carry over to any further instance of adverse weather in that work period.
- 46.2.7 This clause will commence operation on **1 September 2012**.

47. APPENDIX F – LIVING AWAY FROM HOME ALLOWANCE

47.1 Living Away From Home Policy

The Employer is committed to provide an agreed standard of support, workplace amenities and living conditions for those personnel who are temporarily required to remain away from home.

47.2 General

47.2.1 At the time that this Agreement was made the Australian Parliament was conducting a review of taxation laws and how they will apply to living away from home entitlements. At the time that this agreement was made this review had not been concluded. Accordingly the parties agreed to an interim clause for living away from home entitlements which are set out below. However, once the new taxation laws are passed by the Parliament it is agreed that within three months of that date a variation of this Agreement will take place to remove the interim living away from home allowance entitlements with a permanent entitlement which takes account of the changes to the law.

47.2.2 The entitlements for Employees while staying away on a interstate/intrastate project are listed below;

47.2.2(a) The Employer to provide accommodation, and a meal allowance of \$68 per day; or

47.2.2(b) 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 TD2010/19 and are 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.

Table 1: Employee's annual salary – \$97,100 or below				
Place	Accomm. \$	Food and drink \$ B'fast 23.10 Lunch 25.90 Dinner 44.50	Incidentals \$	Total \$
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

Table 5: Tier 2 country centres	
Country centre	Country centre
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)	

47.2.3 The Employer will negotiate with the effected employees to decide which of the above will apply.

47.2.4 The Employer will meet the costs of any Fringe Benefits Taxation that is applicable in respect of the allowances described in this policy.

47.2.5 In the event of any inconsistency between this policy and the Agreement the provisions of this policy will apply.

47.3 Accommodation

The minimum standard of accommodation is a Three-Star RACV or equivalent in a well-maintained, air-conditioned single motel style room with radio/television and ensuite bath/shower and toilet facilities. The Employer will supply each employee with their own room.

47.4 Allowances

- 47.4.1 If requested, all allowances will be paid to employees in their pay prior to them leaving their depot to work away so as not to be out of pocket.
- 47.4.2 The Employer will notify the Union in writing about any Site Agreements that will apply to those employees on specific projects and will ensure that those employees will receive all entitlements under those agreements.

47.5 Laundry

47.5.1 Laundry

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 for the work team.

47.6 Hours Of Work

- 47.6.1 Where possible 8 hour days and 6 day weeks will be sought with the client. Award and overtime penalties will apply. The Employer shall take into consideration time required for cooking and laundry duties where applicable.

In emergency situations where continuity of supply or safety concerns are evident then a maximum of 15 hours only may be worked to ensure the safety and well being of the employee.

- 47.6.2 RDO's must be accrued during these periods at distant project work.
- 47.6.3 Any of the above work arrangements will only be approved where this does not impact negatively on the health, safety and well being of the individual or work team.

47.7 Distance Travel

All time spent travelling to work areas which will require LAHA shall be paid as time worked and paid at the appropriate hourly rate eg single time, time and a half, or double time.

47.8 Period Away From Home For Interstate Travel

- 47.8.1 Work team members are not required to work away from home for more than four (4) consecutive weeks without returning home. Notwithstanding that shorter or longer periods may be mutually agreed as an outcome of a meeting between the effected employees and management. "Expressions of Interest" will be circulated within a notice period of no less than fourteen days.
- 47.8.2 Individuals may opt to take the net value of trips home and back again as a payment.

47.9 Intrastate Travel Home Arrangements

Employees working on an intrastate project will not stay away from home for continuous periods exceeding one week unless agreed between The Employer and the affected employees .The employees returning home after their one week period will be paid in accordance with the EBA for their travel time home.

Employees will not be required to travel away again for a period of not less than four weeks.

47.10 Resource Requirements

- 47.10.1 The Employer will call for volunteers first to fill any position required for any distant project.
- 47.10.2 If not enough volunteers come forward The Employer will then nominate persons to fill those positions.
- 47.10.3 If any employee cannot work away due to hardship then they will first raise it with their immediate supervisor.
- 47.10.4 If no resolution is reached then The Employer and the Union will meet to resolve the issue.

47.11 Inclement Weather

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. This includes air-conditioned areas for employees to rest during periods of extreme heat.

48. APPENDIX G – TECHNICIANS TOOL KIT

ITEM	ITEM
1	Torch
2	Fold up Knife
3	Hammer, Carpenters Claw
4	Pointy Nose Pliers – 1000V rated
5	Side Cutters – 1000V rated
6	Pliers Combination – 1000V rated
7	Cordless Drill (screwdriving)
8	Cordless Drill Batteries
9	Drill Bits
10	Caulking Gun
11	Screwdriver Set – 1000V rated
12	Shifters – 1000V rated
13	Cable cutters (Cocky nose)

This tool list is a guide only and may be varied by agreement between the parties and the majority of employees to meet the needs of the Employer.

49. APPENDIX H – APPRENTICES AND TRAINEES

49.1 Apprentices

- (a) Subject to the terms of this Agreement, the laws applicable to apprentices in Victoria will apply. Where it is consistent with Victorian legislation, an apprentice may be engaged under a training agreement approved by the relevant Victorian apprenticeship authority, provided the qualification outcome specified in the training agreement is consistent with that established for apprenticeship in the trade training package determined from time to time by the EE-0Z Industry Skills Council (ElectroComms and EnergyUtilities Industry Skills Council) and endorsed by the National Training Framework Committee.
- (b) In order to undertake trade training, a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State legislation. The Employer must provide training and/or provide access to training consistent with the contract or training agreement without loss of pay.
- (c) An apprentice shall be indentured in any of the following trades:
 - (i) Electrical
 - (ii) Instrument
 - (iii) Electronic/Communications
 - (iv) Refrigeration Air-conditioning
 - (v) Power Lines Work and Cable Jointing
 - (vi) Security
- (d) An apprenticeship may be cancelled or suspended in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the relevant apprenticeship authority.
- (e) The probationary period of an apprentice will be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with the Victorian legislation but must not exceed three months.
- (f) The Employer shall reimburse the apprentice annually for the cost of the TAFE/RTO fees upon production of evidence of successful completion of the modules, less any amount paid, if any, to the apprentice by a government exclusively and specifically for those TAFE/RTO fees.
- (g) Except as provided in this clause or where otherwise stated all conditions of employment specified in the Agreement will apply to apprentices. The ordinary hours of employment of apprentices must not in each enterprise exceed those of the relevant tradesperson.

- (h) No apprentices under the age of 18 years will be required to work overtime or shiftwork unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance in training consistent with the contract of apprenticeship or training agreement.
- (i) Apprentices attending Technical College on RDO
An apprentice working in an establishment under a particular work cycle in accordance with this Agreement 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.
- (j) Employment of minors
 - (i) The Employer shall not employ minors in any trade covered by the classification of this Agreement where the relevant state apprenticeship authority has prescribed such classifications as an apprenticeship trade.
 - (ii) A minor may be taken on as a probationary apprentice for three months, and if apprenticed, such three months shall count as part of their period of apprenticeship.
- (k) Apprentices are the future of the industry and the persons covered by this Agreement reaffirm their commitment to the training of apprentices. The Employer shall make every endeavour to make full time apprenticeships available with the Employer.
- (l) Where it is not possible to employ a full time apprentice, the Employer may hire apprentices/trainees from Group Training Companies. Once an apprentice/trainee from a Group Training Employer is engaged the Employer will consult with Employee Representatives over issues of safety, supervision and training provided to the apprentice/trainee.
- (m) All persons covered by this Agreement shall ensure that the appropriate support is provided to enable women to successfully complete apprenticeships.
- (n) All persons covered by this Agreement agree that all apprentices/trainees covered by this Agreement will continue to be paid for all time required to be spent at trade school and not be disadvantaged by any changes to any government policy on training, trainees or apprenticeships.
- (o) The Employer recognises that apprentices hired from Group Training Companies have the same right to safety, supervision and training as any other apprentice. The Employer shall attempt to hire the apprentice on a long term basis and shall ensure that the quality of training provided during the hire is of a high standard.
- (p) The persons covered by this Agreement recognise the importance of a 4-year apprenticeship and the outcome of a fully qualified and well-trained tradesperson.

- (q) The persons covered by this Agreement believe that it is critical to maintain the integrity and duration of the current apprenticeship system and reject any deregulation of electrical apprenticeship or training. The Employer commits to ensure all electrical apprentices undertake the Certificate III in Electrotechnology Electrician.
- (r) However, it is recognised that some deficiencies currently exist with the manner in which examination of electrical mechanics curriculum/coursework is conducted.
- (s) Far too many apprentices are failing the current examination system in spite of being very proficient at their trade. The persons covered by this Agreement shall work together to ensure that the testing system for apprentices will ensure a quality outcome that is realistic and fair to the apprentice.
- (t) Concerns have been expressed in the industry over the number of apprentices who are not successfully completing their trade modules during their apprenticeship. While it is appreciated that in many instances factors beyond the apprentices' control can sometimes cause the apprentice to miss significant time at trade school and affect their ability to learn, it is important that the Employer provide all possible support to ensure that apprentices are assisted in completing their formal training. However, apprentices must recognise that they have an obligation to the Employer, themselves and the industry to do all they can to successfully complete their trade.

49.2 Effect on period of apprenticeship of lost time

- (a) If during the period of apprenticeship an apprentice has served less than the ordinary working days prescribed by this Agreement or has been unlawfully absent from work, for every day short or absent the apprentice will serve an additional day in the apprenticeship period.
- (b) Provided that in calculating the extra time to be so served, the apprentice will be credited with time which the apprentice has worked during the relevant year in excess of the apprentice's ordinary hours.

49.3 Trainees

Trainees shall be required to complete the "off-the-job" component of their training without loss of pay and during ordinary working hours. This will include attendance at an approved Registered Training Organisation's training premises.

49.4 Apprentice Wages

- (a) Wage Rates
 - (i) The apprentice wage rates listed in Appendix A apply from the first full pay period on or after 1st March of each year.

49.5 Apprenticeship Supervision

All apprentices shall be supervised by an appropriately qualified tradesperson. Each worksite shall implement the ESV's "Supervision guidelines for apprentices working on electrical installations". These guidelines were developed by the Industry parties under the auspices of the Office of the Chief Electrical Inspector.

49.6 Adult Apprentices

- (a) People who are 25 years of age or over at the time of entering into an apprenticeship with the Employer, and who commence(d) their apprenticeship with the Employer on or after the date this Agreement comes into force , will be paid as per the adult apprentice rates set out in Appendix A to this Part.
- (b) Apprentices who commenced employment with the Employer on or after the date this Agreement comes into force , and who were classed as adult apprentices under any previous collective agreement (i.e. apprentices aged over 25 years of age at the time they commence their apprenticeship) will also be paid per the adult apprentice rates set out in APPENDIX A - WAGE RATES to this Part.

All other apprentices, including those under 25 who commenced employment on or after the date this Agreement comes into force , will be paid the apprentice rates set out in APPENDIX A - WAGE RATES.

50. APPENDIX I – ALCOHOL AND DRUGS POLICY

50.1 Preamble

All parties in the industry are committed to the provision of safe and healthy workplaces.

The attainment of this objective can be undermined by the hazardous use of alcohol and other drugs by some individuals on occasions.

There are many factors which determine alcohol and other drug usage patterns. Some relate to personal and social matters. Others may relate to work culture and conditions.

Research has highlighted that industry has a high level of alcohol use. This may affect Occupational Health and Safety.

This policy aims to facilitate the implementation of practical ways in which workers themselves can address the alcohol and other drug issues which affect them, their families and co-workers. It provides guidelines which may be adapted to meet the specific conditions of different workplaces.

50.2 Principles

- Safety is paramount
- Prevention of Safety and Health problems is the primary goal of alcohol and drug policy formulation.
- Policy implementation and program management is best founded on consultation and collaboration between employees and management.
- Employees with alcohol and / or other drug problems will be provided with appropriate assistance, support and access to intervention programs without jeopardising their employment.

50.3 Objectives

- To establish a program run by and for workers, which enables alcohol and other drug issues to be addressed at the workplace.
- To expand awareness of alcohol and other drug use as an Occupational Health and Safety issue.
- To enable industry factors likely to influence alcohol and other drug use (eg. extended working hours, peer group pressure) to be recognised and addressed.
- To provide a basis for health promotion in the industry.
- To enable a consistent approach to alcohol and other drug issues across the industry in Victoria.
- To set out collaborative procedures for dealing with alcohol and drug issues on building and other sites.
- To provide a structure to assist workers to get any help they need for alcohol and / or other drug problems, confidentially and without jeopardising their employment.
- To enable the development of a network of people, resources and programs managed by and sensitive to the needs of workers with alcohol and drug problems.

50.4 Goals

- To have this alcohol and other drugs policy adopted for implementation in workplaces by meetings of employees.
- To increase knowledge amongst workers about health and safety risks associated with alcohol and other drug use.
- To maintain optimum safety on site and to reduce the harmful impact of alcohol and other drug use.
- To provide education about the safe use of alcohol and other drugs.
- To train and resource health and safety representatives and other relevant personnel (where appropriate) to assist co-workers who are affected by alcohol and/or other drugs.

50.5 Policy

50.5.1 Implementation and Management

- (a) Properly constituted Occupational Health and Safety (OH&S) Committees or, where there is no OH&S Committee, Site Safety Supervisors / Safety Officers in conjunction with worker representatives, are the appropriate bodies to implement and administer alcohol and drug policy / programs.
- (b) For the objectives of this policy to be achieved, the full cooperation of Employer's and employees is required.

50.6 Application of Policy

The policy is to apply to all employees and staff without distinction.

50.7 Persons Affected by Alcohol and/or Other Drugs

- (a) A person who is under the influence of alcohol and/or any other drug will not be allowed to work on site whilst he/she is incapable of performing safe work practices.
- (b) Any person who believes another person is a risk to his/her own or another's safety should advise an Occupational Health and Safety representative in confidence. The OH&S representative shall take appropriate action, based on his/her assessment of the situation.
- (c) If the matter remains unresolved, the OH&S Committee and management in consultation with the person concerned and the person's representative will decide whether that person is capable of performing safe work practices.
- (d) Disciplinary action may be taken by management following consultation with the OH&S Committee and the person's representative.
- (e) If disciplinary action is to be taken, one verbal warning, one written warning shall apply.
- (f) The OH&S Committee will, as a matter of course, follow up to ensure that the person is aware of the policy and resources available to people with alcohol and/or other drug problems, or other problems which may underlie them.

(Where "OH&S Committee" is referred to hereafter, read "body nominated to implement policy on site").

50.8 Rehabilitation / Counselling

- (a) If a person is undertaking rehabilitation or counselling, he/she is entitled to sick leave, negotiated leave without pay and other benefits provided for by the appropriate Award / Agreement.
- (b) An affected person will not be disadvantaged as a result of undertaking rehabilitation or counselling.
- (c) The Employer will liaise with the person's representative to enable appropriate assistance and support to be made available to him/her during and on completion of rehabilitation (with his/her permission).
- (d) Confidentiality is to be maintained in all matters relating to the rehabilitation and counselling, employment arrangements etc. of individuals.

50.9 Employees At-Risk Through Medication Use

- (a) Employees who are taking medication which might affect their ability to undertake any kind of work safely, should advise an OH&S representative or the First Aid Officer, who will act immediately to eliminate the risks.
- (b) No employee will be disadvantaged by his/her actions in this matter.

50.10 Education and Prevention

- (a) The policy will be discussed and put forward for adoption on site at a meeting of all workers.
- (b) It is the on-going responsibility of Unions and the Employer to ensure that all employees continue to be aware of the policy and program. The OH&S Committee will assist in this process.
- (c) All relevant information shall be available on site and displayed as appropriate.
- (d) From time to time the OH&S Committee, in consultation with management, may initiate relevant health and safety promotional activities in relation to alcohol and other drug use issues.

50.11 Provision of Alcohol at Social Events

Where social functions are held they will be located in a hazard-free area where responsible serving of alcoholic beverages will apply. This includes provision of non-alcoholic and low-alcoholic beverages.

50.12 Role of Occupational Health and Safety Committee on Site

- (a) To encourage knowledge of policy and program by all workers on site.
- (b) To ensure information about the policy and program is displayed.
- (c) To ensure information relevant to alcohol and other drugs is circulated amongst workers.
- (d) To initiate and coordinate relevant health promotional activities to relation to alcohol and other drugs, in consultation with management.
- (e) To provide information and referral options to workers as requested.
- (f) To be available for informal discussion with and follow-up of site employees when appropriate.
- (g) To undertake intervention and follow-up of affected persons.
- (h) To be available for discussion in regard to disciplinary action taken as a result of a person being under the influence of alcohol and/or any other drugs on site.
- (i) To follow-up persons undertaking rehabilitation to ensure that appropriate resources and supports are made available when requested.
- (j) To encourage a peer support network on site.

51. APPENDIX J – SIGNATURE PAGE

For and on behalf of the Employees, by an authorised officer of the CEPU:


.....
Signed

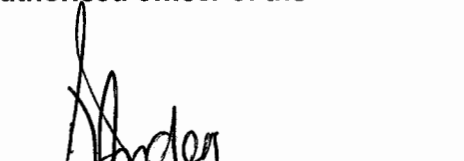
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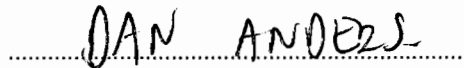
VICTORIAN

BRANCH SECRETARY, ETU

Level 1, 200 Arden Street

North Melbourne, Victoria


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Witnessed


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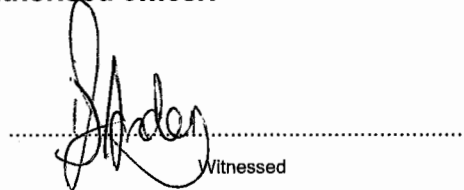
Print Name

Dated: 3 September 2012



For and on Behalf of Service Stream Infrastructure Services Pty Ltd
(ACN: 125 062 160, ABN: 20 125 062 160) by its authorised officer:


.....
Signed


.....
Witnessed


Print Name

Grant Whyte

National Manager – Industrial Relations

~~11 Garden Boulevard~~ 355 SPENCER ST

~~DINGLEY VIC 3172~~ WEST MELBOURNE VIC 3003

Dated: 3/9/ 2012

52. APPENDIX K – SUB-CONTRACTING

52.1 Purpose

- (a) The purpose of this clause is to prevent the undermining of Employees' security of employment through the use of Third Party Labour.
- (b) This clause does not prevent the engagement by the Employer of a Third Party to perform work.

52.2 Definitions

For the purpose of this clause:

- (a) **'Third Party'** means:
 - (i) a labour hire agency;
 - (ii) a contractor;
 - (iii) an employee of a contractor;
 - (iv) or any other person or entity who/which is not a direct employee of the Company.
- (b) **'Work'** means any duties and/or tasks which would be covered by this Agreement if performed by an Employee.

52.3 Contractors

- (a) Before the Employer engages a Third Party to do work the Employer must inform its Employees or their representatives. As a part of this process the Employer must inform the Employees or their representatives of:
 - (i) the name of the Third Party;
 - (ii) the type of work proposed to be performed by the Third Party;
 - (iii) the likely duration for which the Third Party will perform work;

- (b) The Employer will only engage a Third Party to:
 - (i) perform Work; and/or
 - (ii) provide labour to perform Work; and/or
 - (iii) source labour to perform Work,

if the Employer has advised the Third Party by way of their subcontract agreement that they are to pay wages and conditions that are no less favourable than those provided for in this Agreement for the same kind of work. Although it is not determinative of a particular Third Party's compliance with this clause, should that Third Party have a current enterprise agreement with the ETU that will be considered as prima facie compliance with this clause. At any time if it is proven to the Employer's satisfaction that the Third Party is in breach of their subcontract agreement for the purposes of this clause, the Employer will cease to engage the contractor for the period of that breach.

52.4

- (a) The provisions of this Appendix K – Subcontracting do not apply in respect of:
 - (i) specialist contractors engaged by the Employer to do specialist work. For the purpose of this clause specialist work will be discussed and agreed to be the Parties during the life of this agreement; or
 - (ii) any work not covered by the classifications contained within this Agreement.