



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Star Electrical Co Pty Ltd**  
(AG2022/1786)

## **STAR ELECTRICAL CO PTY LTD – CENTRAL COAST AND HUNTER REGION ENTERPRISE AGREEMENT 2021**

Electrical contracting industry

DEPUTY PRESIDENT MOLTONI

BRISBANE, 20 JUNE 2022

*Application for approval of the Star Electrical Co Pty Ltd- Central Coast and Hunter Region  
Enterprise Agreement 2021*

[1] An application has been made for approval of an enterprise agreement known as the *Star Electrical Co Pty Ltd – Central Coast and Hunter Region Enterprise Agreement 2021* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Star Electrical Co Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[4] Noting the undertakings provided, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the CEPU.

**[6]** The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 31 October 2025.



DEPUTY PRESIDENT

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**STAR ELECTRICAL CO PTY LTD –  
CENTRAL COAST AND HUNTER REGION  
ENTERPRISE AGREEMENT 2021**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

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**1. TITLE OF AGREEMENT**

- a) This Agreement shall be known as the Star Electrical Co Pty Ltd – Central Coast and Hunter Region Enterprise Agreement 2021.

**2. KEY OBJECTIVES**

- a) This Agreement has been jointly developed by the Company and its employees with the purpose of developing and implementing workplace reform strategies so as to produce an environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and job security for employees.
- b) The primary objective of the Company is to provide safe, efficient and highly productive labour to its Client. The performance of every employee is critical to achieving the Company's objectives and the employees agree to actively co-operate with the Client's management and supervision to achieve high levels of safety, productivity and cost efficient operations.
- c) The parties to this Agreement share the following objectives:
- i) To improve the efficiency and productivity of the Company through the real change in the way employees carry out their core tasks.
  - ii) To promote a wider utilisation of skills by the Company's workforce, supported by appropriate training where needed, and to lessen the degree of direct supervision.
  - iii) To jointly explore the practicality of work teams, and the removal of unnecessary barriers that may prevent the full utilisation of the skills of the Company's workers.
  - iv) To anticipate and utilise new technologies, subject to appropriate training, to enhance the competitive position of the Company.
  - v) To prepare for the implementation of quality assurance techniques where they relate directly to the performance of employment duties.
  - vi) To continue to maintain a working environment that is safe, both on sites and elsewhere.
  - vii) To improve the job satisfaction and responsibility of the Company's workforce; and through the measures contained in this Agreement, to improve both the job security and internal career prospects of the workforce.
  - viii) To maintain low rates disputation and eliminate lost time due to disputation.
  - ix) It is recognised by the parties that the Electrical and Communications Construction Industry needs to increase the participation of women and the parties commit to work towards developing and implementing measures with view to encouraging and assisting women to seek and maintain employment in the Electrical and Communications Construction contracting Industry.
  - x) It is recognised by the parties that the Electrical and Communications Construction Industry needs to maintain the experience and skills of *Mature Age Workers*. The parties commit to work towards implementing measures with view to maintaining the employment of *Mature Age Workers* in the Electrical and Communications Construction contracting Industry.
  - xi) To promote the prompt return to work of temporarily incapacitated employees initially on Suitable Duties and a speedy return to full duties, where safe to do so.

**3. DEFINITIONS**

For the purpose of this Agreement:

**Agreement** - means this Enterprise Agreement

**ATO** - means Australian Taxation Office

**Base Rate of Pay** - is defined in accordance with FW Act

**Company** - means Central Coast & Hunter Division of Star Electrical Co Pty Limited.  
ABN 65 000 218 708

**Construction Work** - is defined as any work carried out in connection with the erection, renovation, demolition, alteration, construction, conversion, refurbishment, decommissioning or dismantling of a building with a total construction value equal to or exceeding \$50 Million. This would include fit-out work which is integrated into a construction contract or is carried out as a variation to an existing construction contract. For clarity work defined as Engineering & Infrastructure work and Service Work is excluded from this category.

**Distant Work** - is where due to the distance and or the travelling time required to and from the place of work, it is reasonably necessary that an Employee should live and sleep at some place other than his/her usual place of residence whilst performing such work.

**Employee** - means an employee of the Company's Central Coast & Hunter Region Division performing electrical and or communications work within the scope of this Agreement.

**Engineering & Infrastructure** - means all utility projects that includes, water and sewerage treatment and associated pumping stations, power generating stations and switchyards and substations, mines and quarries, oil refineries, petrochemical and hydrocarbon plants and related facilities, airports and runways and associated maintenance support buildings, roads, freeways, bridges, tunnels, rail works including all work carried out within the rail corridor and any work external to the rail corridor that is required for the operation of the rail network, including signalling, communications, lighting, power and OH traction and refining facilities including the processing and materials handling of cement and lime, ferrous and non-ferrous metals, coal and other minerals.

**FW Act** - means the Fair Work Act 2009 (as amended)

**FWC** - means the Fair Work Commission

**Immediate Family** - in relation to carer's leave and Compassionate leave is a spouse, same sex partner, de-facto partner (or former spouse or de-facto partner), child, parent, grandparent, grandchild, sibling, step relative, adoptive relative of the employee.

**NES** - means the National Employment Standards

**Nominal Hours** - as defined in the FW Act

**Major Construction Project** - means when the Company is the Primary Electrical and or Communications Contractor for a Construction project where the Total Construction Value \$150 Million or more.

**Mature Age Workers** - means workers 45 years of age and older

**Reasonable additional hours** – is defined in accordance the FW Act and Clause 20 of this agreement

**Regional** - means a location not within the metropolitan area of an Australian Capital City

**Relevant Employee/s** - means employee/s who are directly affected or involved

**Reasonable board and lodging** - is defined as lodging in a well-kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room if a single room is not available, with hot and cold running water. As a guide, generally being of NRMA 3 star rated quality if available.

**Shift Worker** - is defined for the purposes of the NES, as an employee who is continuously rostered to work 7 days a week and is regularly rostered to work Sundays and Public Holidays.

**Service Work** – means: All maintenance, repairs, and small installation works, Service Work also includes any fit-out, refurbishment or renovation in existing buildings, as well as construction work where the Total Construction Value is less than \$50 Million. Service Work includes work on sites that are supervised by a Facilities Manager or System Integrator, owner or end user. For clarity Service Work excludes Construction Work and Engineering & Infrastructure work.

**Total Construction Value** - is defined as the value associated with the development application listed by Cordells, BCI or equivalent at the time of tender

**Union** - means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch (the ETU)

**Week** - means seven (7) days Monday to Sunday



**4. PARTIES BOUND**

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

**5. SCOPE & APPLICATION OF AGREEMENT**

- a) This Agreement applies to the Company in respect of all its employees falling into the classifications specified in Schedule 'A' when they perform Major Construction Work, Construction Work, Service Work and Engineering & Infrastructure Work in the Central Coast & Hunter Region.
- b) If the Company has secured work outside of the Central Coast & Hunter Region, an employee whom normally works within the Central Coast & Hunter Region:
  - i) Will be paid at the rates outlined in this agreement if specifically requested by the Company to work on that site; or
  - ii) May be offered work at that location at the rates that apply for that area and if applicable, taking into account the payment of the living away from home allowance, if applicable; or
  - iii) May determine that redundancy would be more appropriate.
- c) This Agreement will not apply to any project with a Total Construction Value of more than \$850 million in the Central Coast & Hunter Region
- d) This Agreement will not apply to the proposed Kurri Kurri power station project.

**6. DATE AND PERIOD OF OPERATION**

- a) This agreement will operate from the date seven days after its approval by FWC and will nominally expire on **31<sup>st</sup> October 2025** after the date of approval by FWC. This Agreement will continue to operate beyond its nominal expiry date and until it is replaced or terminated by law.

**7. NO EXTRA CLAIMS**

- a) The Parties to this Agreement shall not pursue any extra claims for the life of this Agreement. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the Company until the Agreement's nominal expiry date has passed and the requirements of the Act have been satisfied.
- b) Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement. The parties acknowledge that the terms of this agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken in support of any matters whatsoever which are covered or not covered by this agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

**8. COMPLETE AGREEMENT**

- a) For the purposes of this clause, the terms 'award' or 'awards' include any applicable award or agreement and includes those howsoever described in the Act as an award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a rationalised and/or simplified federal award, a preserved state agreement and a notional agreement preserving a state award.
- b) This Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, this Agreement represents a complete statement of the mutual rights and obligations between the Company (as the employer) and the employee(s) to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), and like instruments or arrangements.
- c) This Agreement regulates all terms and conditions of employment and thus expressly excludes and displaces the operation of any and all other matters and conditions of employment (including those howsoever described or identified as a preserved entitlement, preserved notional term, preserved notional entitlement, protected notional condition, preserved award term or protected award condition) in any award.
- d) Without in any way limiting for foregoing and to remove any doubt, this Agreement expressly excludes and completely displaces any terms and conditions in the following awards:
  - i) Electrical, Electronic and Communications Contracting Award 2010

**9. EMPLOYEE ENGAGEMENT**

- a) All employees shall be initially engaged upon a six-month probationary period. The Probationary Period will be included as part of the employee's ongoing "Period of Employment" by the Employer. Either party may terminate this probationary period with one week's notice or payment in lieu thereof.
- b) Employees may be engaged under this Agreement as full time, part time, casual or temporary fixed term/project employees. Each of these is broadly defined as follows:
  - i) A full time employee is one engaged to work an average of 38 hours per week plus reasonable additional hours.
  - ii) A part-time employee is an employee engaged on a regular basis to work less than 38 hours per week but may from time to time work 38 hours per week plus reasonable additional hours. A part-time employee is entitled to all the benefits of this agreement on a pro rata basis of 1/38th of the full time entitlement. Part-time employees must be informed upon engagement of the ordinary hours of work and starting and finishing times.
  - iii) A casual employee is one who is engaged and paid as such. A casual employee shall receive a 25% casual loading in addition to their base periodic hourly rate of pay. A casual employee shall have no entitlement to personal/carer's leave, payment for public holidays not worked or annual leave. In order for a casual employee to qualify for unpaid parental leave under the NES, they must be an eligible casual employee in accordance with Section 67(2) of the FW Act.
  - iv) A casual employee will after 12 months of employment be offered (in writing) a full time or part time position (consistent with the employee's regular pattern of hours worked), in accordance with the requirements of the FW Act.
  - v) A temporary fixed term/project employee is an employee engaged for a specific period, task or project. Such employees shall be advised of the fixed period of engagement upon commencement of employment.

**10. CASUAL CONVERSION**

- a) A Casual Employee, other than an irregular Casual Employee, who has been engaged by the Company for a sequence of periods of employment under this Agreement during a period of 12 months, thereafter, has the right to elect to have their employment converted to full-time or part-time if the employment is to continue beyond the conversion process.
- b) 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.
- c) The Company must give the Employee notice in writing of the provisions of this clause within four weeks of the Employee having attained such period of six months. The Employee retains their right of election under this clause if the Company fails to comply with the clause.
- d) Any such 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.
- e) Any casual Employee who has a right to elect under this clause, on receiving notice of after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Company 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 Company must consent to or refuse the election but must not unreasonably refuse.

**11. NES MINIMUM STANDARDS**

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

[www.fairwork.gov.au/employment-conditions/national-employment-standards](http://www.fairwork.gov.au/employment-conditions/national-employment-standards)

**12. CONDITIONS OF EMPLOYMENT**

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

**13. WAGES & ALLOWANCES**

- a) Upon approval of this Agreement by the FWC, the wage rates as set out in Schedule 'B' will be paid for all employees **other than those engaged in work on a 'Major Construction Project'** and shall form the base hourly rates of pay under this Agreement.
- b) Upon approval of this Agreement by the FWC, the wage rates as set out in Schedule 'F' will be paid for all employees engaged in work on a **'Major Construction Project'**
- c) The wage rates in Schedule 'B' and 'F' are more favourable than the rates of pay set out under the Electrical, Electronic and Communications Contracting Award 2010.
- d) The wage rates in Schedule 'B' and 'F' are in compensation for all non-expense related allowances, excluding those otherwise provided for in this Agreement.
- e) Expense related allowances payable under this Agreement are identified in Schedule 'C' and elsewhere in this Agreement.
- f) Where an employee commences work on a site or a project, as opposed to the Company's office or workshop, and is not provided with transport to the site or project by the Company, the employee shall receive a **'Fares' allowance** as set out in Schedule 'B' or 'F' as applicable.
- g) Where an employee commences work on a site or a project, as opposed to the Company's office or workshop, the employee shall receive an **'Travel' allowance** as set out in Schedule 'B' or 'F' as applicable, under the heading 'Travel'.
  - (i) Provided that, where an employee's average daily time of journeys to and from the employee's residence and a place of employment exceeds 3 hours per day, the employee shall be paid the excess travelling allowance, and, in addition, shall be paid at ordinary time rate for the daily journey time which exceeds 3 hours per day.
  - (ii) Provided always that the provisions of 13 f) (i) shall not apply where:
    - At the time of employment or because an employee changes his/her place or residence after employment; the employees average daily time or journey to and from the employee's residence and a place of employment exceeds 3 hours per day.
    - This subsection does not inhibit the provisions of Distant Work.
- h) In computing any "excess" travel time for a journey for the purpose of 13 f), (i), the following shall apply: The Return Journey time as per Google Maps (fastest route).
- i) An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the Company or paid a **Meal allowance** as set out in Schedule C, for the first meal and for each subsequent meal. Unless the Company advised an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the Company shall provide such second and/or subsequent meal or make payment in lieu thereof as above prescribed.
- j) Employees who are requested to use their private vehicles for Company purposes or relocate to another project after commencement and agree to utilize such vehicle will be compensated by the Company for such use. This compensation shall be in accordance with the rate prescribed as **"Motor Vehicle Allowance"** in Schedule C.
- k) The Company and employee may agree on reimbursement for reasonable preauthorised expenses incurred by the employee in the course of employment, in accordance with Company policy.

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- l) Wages shall be paid weekly by electronic funds transfer and be available for withdrawal by the employee not later than 3 days after the end of the pay week, currently Thursday for the week ending on the prior Monday. Wages due to an employee upon termination of employment shall be paid on the day of termination or available by electronic transfer on the next working day.
- m) If wages are not paid on pay day, except where the default has not been caused by the Company, a penalty payment of 2 hours at ordinary rates shall be incurred and shall be paid together with the normal pay by mid-day on the next working day pay day.
- n) Statement of Weekly Wages, on or prior to pay day, the Company shall provide each employee with a statement (pay slip) showing all particulars as prescribed by the FW Act.
- o) An Employee appointed as Leading Hand can allocate work to other employees in addition to themselves, this is normally under the direction of a Supervisor / Project Manager. Leading hands will have a thorough understanding of Company policies and procedures, and their role on implementing quality and safety control techniques. Leading Hands will be required to be "on-the - tools" as necessary. The company may appoint Leading Hands either permanently or on a project requirement basis.
  - a. Leading Hands appointed on a project basis will be paid the **leading hand allowance** which is as set out in Schedule 'C', this allowance is not subject to penalty addition.
  - b. On a 'Major Construction Project' after 1<sup>st</sup> July 2023, **ALL** leading hands will be paid the Grade 5 rate and will in addition be paid the **leading hand allowance** which is as set out in Schedule 'C', this allowance is not subject to penalty addition
  - c. Permanent leading hands will be paid in accordance with the rates set out in schedule 'B' unless they are engaged on a "Major Construction Project".
- p) Commencing on the first full pay week after 1 June 2022, employees will be paid the rates as set out in Schedule 'B' or Schedule 'F' as applicable.

**14. PRODUCTIVITY ALLOWANCE**

- a) A Productivity allowance per hour worked as set out in Schedule 'B' will be paid to employees covered under this Agreement for the duration of the Agreement. This allowance will not be subject to penalty addition.
- b) The Productivity Allowance is in compensation for all non-expense related allowances, excluding those otherwise provided for in this Agreement, including but not limited to:
  - Disability allowances/rates as defined in the Electrical Electronic and Communications Contracting Award 2010.
- c) Site / Project Allowance will be paid in addition to the Productivity Allowance where such an addition is awarded by the FWC.

**15. FIRST AID ALLOWANCE**

- a) An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications approved by WorkCover NSW, shall, if he or she is appointed by the company, to provide or perform first aid duty on a particular site, be paid the **first aid allowance** as set out in schedule C.

**16. HOURS OF WORK & MEAL BREAKS**

- a) Ordinary Hours of work shall be worked between 6.00am and 6.00pm and may be worked on any day or all days of the week, Monday to Friday. Once established, normal start and finish times may be altered by the Company to meet the operational requirements of the project. Employees shall be at the nearest gang box or site shed dressed, equipped and ready to commence work at the work start time. Clean up time shall occur after the scheduled finish time.
- b) Ordinary Hours of work shall not normally exceed 8 hours per day. Provided that by mutual agreement between the Company and the relevant employee(s), up to 12 hours may be worked per day.
- c) Any employee engaged on a Saturday, Sunday or Public Holiday shall receive a minimum four hours pay at the appropriate penalty rate.
- d) No employee shall be required to work for more than five hours continuously without a meal break, to be taken at the Company's discretion. Where possible the normal meal break should be as near as practicable to the middle of the period of duty and be of an unpaid duration of 30 minutes.
- e) On selected projects, where there is a need due to client requirements or the nature of the project for variation to hours of work and/or shift work, the Company and the individual Employee(s) concerned may agree for the spread of hours and/or shift system to be tailor made to suit the individual project needs with provisions drafted in lieu of the above. Volunteers will be sought in the first instance, in absence of suitable employees volunteering; the Company will provide at least seven (7) days' notice of any change to shift rosters to the relevant employees.
- f) Unless otherwise instructed, each Employee is required to start and finish work on the Company nominated site, rather than at the Company's office.
- g) The company shall have the right to stand down and deduct any payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery, inclement weather or any stoppages in work by any cause for which the employer cannot reasonably be held responsible.

**17. ROSTERED DAYS OFF (RDO)**

- a) Unless varied as allowed above, in general employees shall work 8 hour days (40 hour weeks) and accrue 2 hours per week to achieve 1 rostered days off per 4 week cycle. A new employee will be eligible for an RDO after achieving 7.6 hours RDO accrual. It is recognised that not all employees may want 1 rostered day off per month and provision is made below for the employee to have discretion whether these rostered days off are taken each month, banked for future access.
- b) The parties agree to balance flexibility with certainty regarding the use of this RDO accrual. RDO's may be staggered or rescheduled over the work cycle rather than on Industry RDO's. By agreement RDO's may be banked to the limit of (5) days in any twelve (12) month cycle after which the Company and the employee must agree on a schedule to reduce the accrual.
- c) The management regarding taking, working, or banking of RDO's is the responsibility of the Company.
- d) RDO's are usually taken at a time mutually agreed between the employee and the Company, however:
  - (i) RDO's may be banked to a maximum of 5 days in any twelve (12) month period; once five RDO's have been banked they must be taken prior to Annual Leave being approved.
  - (ii) Upon termination of employment, any rostered days off banked by the employee will be paid out at ordinary rates.
  - (iii) Employees may request that banked RDO's be paid out by the company at ordinary rates, such a payout cannot be directed by the company.
  - (iv) Where an accrued RDO is to be taken, application for such time shall be sought giving at least forty-eight hours' notice.
  - (v) Where more than one accrued RDO is to be taken on consecutive working days, application for such time shall be sought giving at least one weeks' notice.

**18. 36 HOUR WEEK (CONSTRUCTION PROJECTS ONLY)**

- a) In recognition that some sites or projects may have in place a 36hour work week requirement. Subject to agreement between the company and the relevant employees, such 36hour week requirements shall be extended to employees engaged on such a site or project. In such cases the provisions of Clause 17 shall apply, except;
  - (i) An Employee will accrue Rostered Day Off (RDO) hours per day when they are required to work in excess of their ordinary hours per day (7.2 hours per day).
  - (ii) On sites or projects where a 36-hour work week is in place, a full-time will normally work 40 hours per week and accrue a maximum of 4 hours per week to be taken as RDO at the ordinary rate.
  - (iii) Where an employee works part of a week on a 36-hour week site and part on a 38 hour week site the following shall apply:
    - o Where the majority of the employee's ordinary hours worked for the pay week are on a 36-hour week site the provisions of the 36hour week RDO accrual contained in this clause shall apply for the entire pay week; Or
    - o Where the majority of the employee's ordinary hours worked for the pay week are on a 38-hour week site the provisions of the 38hour week RDO accrual contained in clause 17 of this agreement shall apply for the entire pay week.



**19. SHIFT WORK**

a) Definitions

For the purpose of this clause:

- (i) 'Rostered shift' means any shift of which the employee concerned has had at least 48 hours notice.
- (ii) 'Afternoon shift' means any shift finishing after 6.00pm and at or before midnight.
- (iii) 'Night shift' means any shift finishing subsequent to midnight and at or before 8.00am.
- (iv) 'Shift Worker' means for the purposes of the NES, as an employee who is continuously rostered to work 7 days a week and is regularly rostered to work Sundays and Public Holidays.

b) Hours

- (i) The weekly ordinary hours of work shall be an average of 38 per week and shall not exceed 152 hours in 28 consecutive days unless a different shift cycle for a section or all the employees has been agreed between the Company and the majority of employees.
- (ii) Subject to the following conditions, such shift workers shall work at such times as the Company may require:
  - A shift shall consist of not more than eight ordinary hours, inclusive of crib time. Provided that by mutual agreement between the Company and an employee or majority of employees concerned, a shift can consist of up to 12 hours;
  - Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours;
  - Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.
  - An employee shall not be required to work for more than 5 hours without a break for a meal.

c) Rosters

- (i) A shift roster shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (ii) Variation of shift rosters
  - The method of working shifts may in any case be varied by agreement between the Company and the majority of relevant employees to suit the circumstances of the establishment.
  - The time of commencing and finishing shifts once determined may be varied by agreement between the Company and the majority of relevant employees to suit the circumstances of the establishment or in the absence of agreement by seven (7) days' notice of alteration given by the Company to the employees.

d) Shift allowances

- (i) An employee whilst on afternoon shall be paid for such shift 15% more than the employee's ordinary rate.
- (ii) An employee whilst working on night shift shall be paid for such shift 30% more than the employee's ordinary rate.
- (iii) An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid their ordinary rate of pay plus 50% for the first two hours and 100% thereafter.

e) Rate for working on Saturday shifts

- (i) The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed elsewhere in this Agreement.

f) Rate for working on a Sunday and public holiday shifts

- (i) The rate at which shift workers are to be paid for all time worked on a Sunday or public holiday is as follows:
- Sundays - at the rate of double time.
  - Public holidays - at the rate of double time and a half.
- (ii) Where shifts commence between 11.00pm 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 shall be regarded as time worked on the Sunday or public holiday.
- (iii) Where shifts fall partly on a holiday, the shift that has the major portion falling on the public holiday shall be regarded as the holiday shift.
- (iv) The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed elsewhere in this Agreement.

g) Overtime on shift work

- (i) For all time worked in excess of or outside the ordinary rostered working hours or on a shift other than a rostered shift shall be paid at a rate of time and a half for the first two hours and double time thereafter.
- (ii) Except in each case where the time is worked:
- By arrangement between the employees themselves;
  - For the purpose of effecting customary rotation on shifts; or
  - On a shift to which an employee is transferred on short notice as an alternative to standing the employee off. Provided that when not less than eight hours' notice has been given to the Company by a relief worker that the employee will be absent from work and the employee whom the employee should relieve is not relieved and is required to continue to work on the employee's rostered day off the unrelieved employee shall be paid double time.
- (iii) Such extra rates shall be in substitution for and not cumulative upon the shift premiums.

h) Rest period after shift work

- (i) A shift worker, when going on shift, changing shift or returning to day work shall have at least 10 consecutive hours off duty on completion of the day work, shift and any overtime and shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances for any such off duty period.
- (ii) Provided that, if on the instructions of the Company, such an employee resumes or continues to work without having had such 10 consecutive hours off duty, the employee shall be paid at double time rates until released from duty and shall then be entitled to 10 hours off duty and shall not suffer any loss of pay for any ordinary time, or any ordinary shift time as is appropriate in the circumstances, for any such off duty period.

**20. REASONABLE ADDITIONAL HOURS & OVERTIME**

- a) The nature of the Company's business necessitates out of hours work due to shutdowns, changeovers, breakdowns or maintenance and overtime due to construction programmes.
- b) Employees will be required to work reasonable additional hours to meet the operational requirements of the Company and the manning and productivity requirements of each job, project and/or client. In determining whether additional hours that an employee is required or requested by the Company to work are reasonable additional hours, all relevant factors must be considered. Those factors may include, but are not limited to, the following:
  - any potential risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;
  - the operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work the additional hours;
  - The employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the additional hours.
  - the notice given by the Company of the requirement or request that the employee works the additional hours;
  - the employee's personal circumstances (including family responsibilities);
  - whether any of the additional hours are on a public holiday;
- c) An employee may refuse to work additional hours in circumstances where the working of such additional hours would be unreasonable based on a balance of the factors above.
- d) All reasonable additional hours worked by employees beyond an average 38 hours each week shall be classed as overtime and paid in accordance with this clause.
- e) Overtime shall be paid at the following rates:

Monday-Friday:	Time and a half for the first two hours after daily ordinary time and double time thereafter.
Saturday:	Time and one half for the first two hours and double time thereafter.
Sunday:	Double Time.
Public Holidays:	Double Time and a half.

- f) Where an employee works overtime, the employee may by mutual agreement with the Company, forego payment for the overtime and be released for an equivalent period of hours with pay, i.e. on an hour-for-hour basis.
- g) An employee working overtime shall be allowed a crib break of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues to work after such crib time. Provided that where a day worker on a five day week works overtime on a Saturday the first prescribed crib time shall if occurring between 10:00am and 1:00pm be paid at ordinary rates.
- h) The timing, staggering or combining of rest/crib breaks shall be co-ordinated on a site by site basis by the Company to meet the project requirements.

- i) Unless the period of overtime is less than 1.5 hours, an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. The Company and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- j) When an employee works overtime or a shift for which they have not regularly been rostered and finishes work at a time when reasonable means of transport are not available, the Company shall provide transport or pay wages for the time occupied in reaching home; provided that nothing in this clause shall apply to an employee who resides in the same locality as the workshop or to an employee who ordinarily uses a bicycle or motor vehicle to travel to and from work.
- k) Where overtime is worked, whenever reasonably practicable employees shall have a rest period of 10 consecutive hours between work of successive days without loss of any pay for ordinary working time occurring during such rest period. Where they do not receive such a rest period, they shall be paid at double time rates until they are released from duty and shall then be entitled to be absent from work for a rest period of 10 hours without loss of any pay for ordinary working time occurring during such rest period.

## **21. ANNUAL LEAVE**

- a) An employee(s) entitlement to annual leave under this Agreement shall, from the date of approval of this Agreement, be in accordance with the NES. Casual employees shall have no entitlement to annual leave.
- b) Employees will be entitled to four weeks paid annual leave per annum.
- c) Employees engaged as 'shift workers' are entitled to five weeks paid annual leave per annum
- d) Annual leave shall be paid at the base rate of pay applicable under this Agreement, plus an annual leave loading of 17.5%.
- e) Annual leave will accrue progressively and be credited to each employee on a pro-rata basis of nominal hours worked or paid.
- f) Annual leave shall be taken at a time which is approved by the Company as being convenient having regard to overall operational and manning requirements of the Company. An employee is required to provide at least one month's notice of a request to take annual leave; however, final approval shall lie with the Company.
- g) An employee may take annual leave in advance of completing 12 months service provided it does not exceed the employee's pro-rata accrued annual leave entitlement.
- h) On termination the value of any accrued but untaken annual leave shall be paid to an employee, plus an annual leave loading of 17.5% unless terminated due to serious misconduct.
- i) Where an employee has more than 6 weeks annual leave entitlement accrued to them, the Company may direct the employee to take annual leave by providing a minimum four weeks' notice to the employee. Such direction shall only apply to the accrued leave credits owing to the employee.
- j) Provided an employee receives 4 weeks' notice, the Company may direct an employee to take any accrued annual leave during the Company's annual close down, e.g., the Christmas/ New Year period.

**22. PERSONAL/CARER'S LEAVE**

- a) Personal/carer's leave is defined in accordance with Section 96 of the FW Act and includes paid sick leave (accrued under the NES) and paid or unpaid carer's leave (accrued under the NES). Casual employees shall have no entitlement to paid personal/carer's leave.
- b) An employee(s) entitlement to personal/carer's leave under this Agreement shall, from the date of lodgement of this Agreement, be in accordance with the NES.
- c) Payment for paid personal/carer's leave shall be in accordance with Section 97 of the FW Act.
- d) An employees' entitlement to paid personal carer's leave shall accrue and be credited progressively in accordance with the NES.

**23. SICK LEAVE**

- a) An employee is entitled to use their paid personal/carer's leave entitlement as paid sick leave in accordance with the NES.
- b) An employee is not entitled to be paid sick leave whilst they are in receipt of workers' compensation payments.
- c) Payment for sick leave is conditional upon an employee:
  - (i) Telephoning the Supervisor, as soon as is reasonably practicable (nominally on the morning of the first absence), of the inability to attend work, the nature of the illness and the estimated duration of the absence; and
  - (ii) Employees will be required to provide a medical certificate as proof of personal illness or injury for two (2) consecutive days (or more) absence on sick leave and after four (4) single day absences on sick leave per annum or as stated in clause.
  - (iii) Employees will be required to provide a medical certificate as proof of personal illness for any absences (single day or otherwise) on the day before or the day after a weekend, any leave day, or a public holiday.
- d) If an employee is absent from work other than on an approved sick leave and does not produce a Medical Certificate as required pursuant to this clause, an employee will be deemed to have been absent from work without authorisation and will not be paid for any shift or part of a shift missed.
- e) Any part of the sick leave entitlement which has not been taken in any year may be claimed in a subsequent year of continued employment.

**24. CARER'S LEAVE**

- a) An employee is entitled to use up to a maximum of ten days per annum (ie in any one year) of their paid personal/carer's leave accruals as carer's leave to provide care and support for to a member of their **immediate family** who requires special care and support because of:
  - a personal illness or injury of the member; or
  - an emergency affecting the member.
- b) An employee is entitled to a further two days unpaid carers leave on each occasion where care is required beyond the maximum paid carer's leave. To qualify for unpaid carer's leave the employee must have already used all of their paid carer's leave entitlements and satisfy Section 102 of the FW Act.
- c) To qualify for paid carer's leave, the employee must provide:
  - i) for leave to care due to personal illness or injury of the person concerned, a medical certificate or statutory declaration (if a medical certificate is not available) stating that there is an illness or injury and the requirement for care or support; or
  - ii) For an emergency, a statutory declaration stating the nature of the emergency and the requirement for care or support.

**25. COMPASSIONATE LEAVE**

- a) An employee(s) entitlement to paid compassionate leave under this Agreement **shall be in accordance with the NES**. Employees may take compassionate leave if:
  - (i) a member of their **immediate family or household** dies, or contracts or develops a life-threatening illness or injury
  - (ii) a baby in their immediate family or household is stillborn
  - (iii) they have a miscarriage
  - (iv) their current spouse or de facto partner has a miscarriage.
- b) An employee is entitled to a period of 2 days of compassionate leave for each occasion they meet the above criteria in accordance with the NES.
- c) To qualify for payment for compassionate leave, the employee may be required to provide the Company evidence that the Company reasonably requires of the illness, injury or death.
- d) Payment for paid compassionate leave shall be in accordance with Section 104 of the FW Act.

**26. PARENTAL LEAVE**

- a) An employee is entitled to parental leave in accordance with the NES under Part 2-2, Division 5 of the Act. The NES provides (in summary) a period of up to twelve months unpaid leave after completing 12 months continuous service for permanent employees and eligible casual employees.
- b) For clarity, Parental Leave is not Carer's or Personal leave, and is unpaid.

**27. COMMUNITY SERVICE LEAVE**

- a) An employee is entitled to un-paid Community Service leave in accordance with the provisions of the NES and the FW Act.

**28. JURY DUTY**

- a) Full-time and part-time employees must be paid 'make-up pay' for the first 10 days of jury selection and jury duty. Make-up pay is the difference between any jury duty payment the employee receives (excluding any expense-related allowances) from the court and the employee's base pay rate for the ordinary hours they would have worked.
- b) Before paying make-up pay, the Company may request evidence from the employee to show:
  - that the employee has taken all necessary steps to obtain jury duty pay
  - the total amount of jury duty pay that has been paid or will be payable to the employee for the period.
- c) Notice and evidence; Employees must advise the Company of the period or expected period of leave as soon as possible. If an employee requests leave must provide evidence showing they attended jury selection or jury duty.
- d) Payment for jury duty, if the employee can't provide evidence, they won't be entitled to make-up pay.

**29. FAMILY & DOMESTIC VIOLENCE LEAVE**

a) For the purpose of this clause:

**Family and domestic violence** means violent, threatening or other abusive behaviour by a family member that seeks to coerce or control the Employee and that causes them harm or be fearful.

**Family member** means:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
- a person related to the employee according to Aboriginal or Torres Strait islander kinship rules.
- a reference to a spouse or de facto partner in the definition of family member above includes a former spouse or de facto partner.

b) An Employee is entitled to 5 days' unpaid leave to deal with family and domestic violence as follows:

- the leave is available in full at the start of each 12-month period of the Employee's employment; and
- the leave does not accumulate from year to year; and
- is available in full to part-time and casual employees.

c) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Company.

d) The Company and the Employee may agree that the Employee may take more than 5 days' leave to deal with family and domestic violence.

e) An Employee may take unpaid leave to deal with family and domestic violence if the Employee:

- is experiencing family and domestic violence; and
- needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

f) The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings or accessing police services.

g) The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

h) An Employee must give the Company notice of the taking of leave by the Employee under this clause and such notice:

- must be given to the Company as soon as practicable (which may be at a time after the leave has started); and
- must advise the Company of the period, or expected period, of the leave.

i) An Employee who has given the Company notice of the taking of leave under this clause must, if required by the Company, give the company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause. Depending on the circumstances, such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

- j) The Company must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.
- k) Nothing in this clause prevents the Company from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- l) Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Company will where required consult with such Employees regarding the handling of this information.

**30. LONG SERVICE LEAVE**

- a) An employee is entitled to long service leave in accordance with prevailing State or Territory long service leave legislation.

**31. PUBLIC HOLIDAYS**

- a) A full-time employee is entitled to payment for those public holidays gazetted by the Government where work is being performed in that State or Territory. For the purpose of this clause, Easter Saturday shall also be treated as a public holiday, in the event that it is not a gazetted public holiday in the relevant State or Territory.
- b) Part time employees shall only be entitled to payment for those public holidays they are normally rostered to work.
- c) Casual employees shall have no entitlement to payment for public holidays they do not work.
- d) In addition, a full-time employee shall be entitled to leave without loss of pay for a Company Picnic Day to be taken at a time mutually agreed between the Employees and the Company.



**32. DISTANT WORK & LIVING AWAY FROM HOME**

- a) Where an employee volunteers to be transferred / relocate to a distant site, they shall not be entitled to living away allowances or travel expenses.
- b) Where an employee is specifically requested to transfer to a distant site,

***Noting That - Distant Work** - is where due to the distance and or the travelling time required to and from the place of work, it reasonably necessary that an Employee should live and sleep at some place other than his/her usual place of residence whilst performing such work.*

They shall be entitled to:

- (i) Payment of a **Living Away from Home Allowance (LAHA)** as set out in schedule C (such allowance shall not be wages), or by agreement the Company shall provide or reimburse the actual cost of reasonable board and lodging in lieu of the allowance, or:
  - (ii) An alternative agreed payment or arrangement which is made with the individual employee/s regarding accommodation and costs.
- c) All arrangements regarding distant sites shall be formalised and agreed by the Company and the employee in writing. The selection of employees for away work shall be solely at the discretion of the Company, based on the requirements of the project.
  - d) Travelling Time Payment to and from Distant Work, an employee travelling to or from distant work shall be paid for the actual time occupied in such travel at ordinary time rates up to a maximum of 8 hours out of every 24 hours.
  - e) Return Trips. Employees on Distant Work assignments away for longer than 4 weeks in duration, where practicable, should be allowed to return home for the weekend at least once a month. Where the employee so returns home, all reasonable travelling expenses incurred shall be reimbursed by the Company provided that the employee presenting himself/herself for work at the site at the normal starting time on the next working day.

**33. DISPUTE SETTLEMENT PROCEDURE**

- a) The parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further, the parties agree that it is in the best interests of both parties to achieve prompt resolution of disputes directly between the employee(s) concerned and the Company.
- b) The most effective procedure to achieve the prompt resolution of disputes is for the responsibility for resolution to remain as close to the source as is possible. It is with this uppermost in mind that the parties agree to strictly adhere to the following dispute settlement procedure:
  - (i) In the event of an employee(s) having any difficulties or concerns the employee(s) should raise the matter with the immediate Supervisor who will make every effort to resolve the matter.
  - (ii) If the matter cannot be resolved it will be referred in graduated steps to higher levels of Company Authority for resolution.
  - (iii) Reasonable time limits (7 days maximum) must be met and allowed for discussions at each level of authority. If the dispute is not resolved the Company must provide a response to the employee(s) grievance including the reasons for not implementing any proposed remedy.
  - (iv) While this procedure is being followed normal work must continue, however where safe work is not possible, the employee's shall relocate to an alternate area or site where safe work is available.
  - (v) At any stage in the process an employee(s) may nominate a third party of their choice to represent them.
  - (vi) Where a matter cannot be resolved in accordance with the above, nothing shall prevent either party from referring the matter to the FWC for conciliation, and if unable to be resolved in conciliation, arbitration, noting that all steps above must be fully exhausted before this referral may occur.
  - (vii) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence, and submissions which are necessary to make the arbitration effective.
  - (viii) Any outcome resulting from this dispute settlement procedure must be consistent with the requirements of the FW Act, the National Code of Practice for the Construction Industry, and the Implementation Guidelines for the National Code of Practice for the Construction Industry.
  - (ix) This dispute settling Procedure will apply to disputes about this agreement and the NES

**34. PERFORMANCE AND FLEXIBILITY**

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

**35. REDUNDANCY & REDUNDANCY PAY**

- a) Redundancy occurs where the Company makes a definite decision that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and this may lead to termination of employment. Redundancy does not occur where an alternate position is accepted by an employee within the Company or a successor nor when the employee is dismissed for unsatisfactory performance.
- b) The Parties acknowledge that termination of employment in cases involving retrenchment will be based on job requirements and skills. It is the needs and requirements of the Company, together with the efforts, skills and abilities of the individual employee/s which will be the determining factors regarding the retrenchment of employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
- c) A permanent employee whose position is made redundant with the Company shall be paid severance pay in accordance with the following scale at the employee's base rate of pay for his or her ordinary time gross all-purpose rate of pay at the date of termination.

<b>Length of <u>continuous</u> service</b>	<b>Amount of redundancy pay</b>
Less than one year's service	Nil
At least 1 year but less than 2 years service	4 weeks pay
At least 2 years but less than 3 years service	6 weeks pay
At least 3 years but less than 4 years service	7 weeks pay
At least 4 years but less than 5 years service	8 weeks pay
At least 5 years but less than 6 years service	10 weeks pay
At least 6 years but less than 7 years service	11 weeks pay
At least 7 years but less than 8 years service	13 weeks pay
At least 8 years but less than 9 years service	14 weeks pay
At least 9 years but less than 10 years service	16 weeks pay
At least 10 years continuous service	12 weeks pay

**36. PROVISION SEVERANCE PAY & NOTICE**

- a) The Company agrees to make provision for severance for full-time employees by payments into an industry redundancy fund up to or greater than they would be entitled to under Clause 35 in the event they are made redundant.
- b) These provisions shall be paid into a bona fide external redundancy fund on behalf of these employees with the fund utilised for the purpose of this agreement being either MERT or PROTECT.
- c) The Company will make contributions to MERT on behalf of employees until the amount contributed to the Employee's account reaches their maximum potential severance pay entitlement in accordance with Clause 35. The weekly contribution paid by the company shall be as set out in Schedule B for each week they are at work or on authorised paid leave.
- d) In the event of redundancy, the employees' entitlement to severance pay made directly from the company shall be reduced by the amounts the Company has contributed to the redundancy fund on his/her behalf.

**37. OVERPAYMENT REIMBURSEMENT TO THE COMPANY FROM AN EMPLOYEE**

- a) An employee(s) agrees to reimburse the Company for any overpayment of wages proven to be made to the Employee in error by the Company.
- b) Upon two weeks advance written notification of an overpayment to the employee(s), the employee(s) authorises the Company to deduct from any wages or any other entitlements payable or owing to the employee(s) on termination, any overpayments made in error to the employee by the Company. Such reimbursement would be deducted at an agreed weekly amount until such time as the full amount has been repaid. Deductions would be made only where and as permitted by the FWA.

**38. ENFORCEABLE GOVERNMENT DIRECTIONS**

- a) An employer doesn't have to pay an employee when either the federal or a state or territory government or officer makes an enforceable government direction that prevents an employee from working.

**39. INCLEMENT WEATHER PROCEDURE (GENERAL APPLICATION)**

- a) In the event of inclement weather affecting a workplace or worksite, work will continue until the work in hand can no longer be done safely.
- b) Inclement weather under this clause includes weather conditions such as heat, cold, rain, strong wind, and other abnormal weather conditions.
- c) Whilst there is inclement weather, employees will be required to:
  - (i) Continue to work undercover or relocate to alternative work (including undercover work on site).
  - (ii) Obtain materials and services for employees working undercover where there is only minimal exposure to inclement weather.
  - (iii) When required, perform emergency and safety work. In addition, work on unexpected breakdowns which can be corrected in limited time duration.
- d) Should only a portion of the site/project or workplace be affected by inclement weather, all other employees not so affected shall continue working, regardless that some employees may be entitled to cease work due to inclement weather.
- e) If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites/places to carry out other duties or activities.
- f) Where the above steps are not possible or practical, affected employees may be required to attend tool-box meetings, work planning sessions or skills development activities.
- g) After exhausting the options above and in the event an employee is stood down for a period of time because the Employee cannot be usefully employed due to inclement weather, the Employee may elect to take an RDO or leave for the period of time.
- h) On 'Major Construction Projects' only, Schedule F shall apply.

**40. TRANSFER OF LABOUR**

If a halt to productive work occurs which is not the fault or the responsibility of the Company, the parties agree that employees can be relocated to other unaffected areas to continue productive work or to other sites if work is available. If an Employee cannot be relocated or transferred, the Employee may elect to take those hours as RDO or leave.

**41. MOTOR VEHICLES**

- a) A Company vehicle (where applicable) may be provided for use during the performance of duties on behalf of the company. Due to ATO requirements this vehicle is not permitted to be used for private purposes, other than driving to and from the last call of each day. Nominated “site vehicles” must remain on site.
- b) Drivers of Company Vehicles shall not to drive when they are unlicensed or when they are under the influence of drugs or alcohol. Disciplinary action including instant dismissal may be taken should this occur.
- c) No other person other than the employee assigned to the Company vehicle shall be permitted to drive the vehicle, without the express permission of the Company. All employees who drive a Company vehicle must agree to comply with the Company “Motor Vehicle Policy”.
- d) It is the responsibility of an Employee who is using a company vehicle to operate and park the Company vehicle in a legal manner. The driver of the vehicle will be responsible for the payment of any traffic infringements incurred.
- e) The Company, may at its sole discretion, terminate the employment of an employee who does not hold, loses, or fails to maintain a current Australian driver’s license if a driver’s license is required in the Employees current role. Employees must notify the Company of any changes to their driver’s license that may affect their ability to perform their duties.

**42. MOBILE TELEPHONES**

- a) Subject to other express individual authorisation by the Company, personal mobile telephones are to be switched off during normal working time and are to only be used during unpaid breaks.
- b) Personal calls are not to be received or made on Company mobile telephones during working time unless prior express individual written authorisation from the Company is first obtained. The use of Company Mobile Phones must be in accordance with the Company Mobile Phone Policy.

**43. SUPERANNUATION**

- a) All superannuation contributions will be paid monthly at the contribution rate required by the Superannuation Guarantee Legislation while at work or on authorized leave paid by the company. Additional contribution rates may be made by salary sacrifice if specified in advance in writing by the employee.
- b) Employees may choose to have their contributions paid into any complying superannuation fund of their choice providing the fund meets all appropriate Legislation and contributions can be made by electronic funds transfer. New employees who do not nominate a fund will have their contributions paid into the Company's default Superannuation Fund. Employees may elect to change funds a maximum of once in each 12 months.
- c) For the purposes of this clause ordinary time earnings are as defined by the ATO.

**44. ON-CALL, STANDING-BY AND RECALL TO WORK**

- a) An employee is recalled to work overtime after leaving the work premises or site shall be paid a minimum of four hours' work at the appropriate rate for each time he/she is so recalled.
- b) An employee is On Call when required by the Company to make themselves contactable by telephone outside working hours, in readiness to return to work. An Employee nominated by the Company to be "On Call" shall be paid a weekly **On Call allowance** in accordance with schedule C. In the event the employee attends a call out, the recall to work payment will also apply as per 45 a) in addition to the On Call allowance.
- c) Where an employee has agreed to be On Call and/or standing-by they shall:
  - (i) Make themselves contactable via telephone and/or mobile telephone (as specified by the Company) for the whole time they are on-call or standing-by; and
  - (ii) At all times ready, willing and able to attend to any call-out they may receive or be directed by the Company to attend. An employee on-call or standing-by shall always remain in a fit condition to legally drive motor vehicle and carry out work.
- d) An employee is on Standby when he or she is prepared and excludes all other outside activities to hold themselves in constant readiness to be called back to work. This need for standby is a rare occurrence (midnight 1 January 2000 is an example). An employee on Standby is paid at ordinary time rates of pay for all time spent on standby with the rate increasing to the appropriate overtime rate if called out.

**45. DISCIPLINE**

- a) Each employee will be regularly assessed by the Company. If the employee is performing well, this will be reflected in If the employee's assessment. However, if the employee's performance or behaviour does not meet required standards the employee will be made aware of their deficiencies and given the opportunity to correct these deficiencies. In these circumstances usually the employee will receive a verbal warning from their supervisor; if the employee's performance is still unsatisfactory their supervisor will again warn the employee and keep a written record of the warning. If the problems continue the employee would receive a final warning notice after which the employee's employment may be terminated.
- b) Employees are entitled to be represented by a representative of their choice during the disciplinary process, should they so choose.
- c) Employees who are found to have been engaged in serious misconduct (as defined in FWA), may be subject to immediate termination of employment.

**46. TERMINATION OF EMPLOYMENT**

- a) A permanent employee may terminate their employment by a weeks' notice or by the forfeiture of a week's wages. Casual employment may be terminated by one hours' notice on either side.
- b) In the event of redundancy or dismissal of a permanent employee (with the exception of a fixed term/project employee, a casual employee, or an employee terminated for serious misconduct) the Company shall give each employee a minimum period of notice consistent with the following table:

Period of Continuous Service	Period of Notice
Up to the completion of 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- c) Where an employee is over 45 years of age at the time of termination and has a period of continuous service with the company in excess of two years, the employee shall be entitled to one week's notice in addition to that prescribed above.
- d) Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- e) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies serious misconduct as defined in Regulation 1.07 of the Fair Work Regulations 2009.
- f) The notice of termination required to be given by employees shall be one week. If an employee fails to give the requisite notice the Company shall have the right to withhold wages and/or entitlements due to the employee on termination, with a maximum amount equal to the equivalent pay for the period of notice.
- g) Where an employee has given or been given notice of termination of employment he or she shall continue in employment until the date of the expiration of such notice. Any employee who, having given or been given such notice is absent from work without reasonable cause during such period shall be deemed to have abandoned employment and shall not be entitled to payment for work done within that period. Nothing in this clause shall prevent the Company making payment in lieu of notice.
- h) Where the Company has given notice of termination to an employee, the employee shall be allowed up to one day's paid time off during the notice period with pay to seek other employment.
- i) Except for casuals, where the Company terminates the employment of an employee, except by reason of the misconduct of the employee within 10 days prior to a public holiday or group of holidays, the employee shall be paid for that holiday or group of holidays, provided that they have been employed for a period of at least one week prior to the termination of employment. Provided further, where an employee is re-employed within a period of one month of the termination of employment, the employee shall be paid for all holidays occurring within the period between the termination of service and re-employment.
- j) When any two or more of the holidays prescribed in this agreement occur within one week of one another, such holidays shall, for the purposes of this Part, be deemed a group of holidays.

**47. ABANDONMENT OF EMPLOYMENT**

- a) Notwithstanding any other provision of this Agreement, the absence of an Employee from work for a continuous period exceeding 3 or more consecutive working days where the whole of the absence is not authorised by the Company or explained or occurs without notification to the Company given before or soon as practicable after the first day of the absence commences shall be prima facie evidence that the Employee may have abandoned his/her employment.
- b) If an Employee is absent from work as described in clause 47(a), the Company shall take reasonable steps to:
  - (i) contact the Employee;
  - (ii) provide the Employee with an opportunity to explain the absence from work; and
  - (iii) give genuine consideration to any explanation provided by the employee, if any.
- c) Subject to clause 47(b), provided that if within a period of 14 days from his/her last attendance at work or the date of his/her absence in respect of which notification has been given or consent has been granted, an Employee has not established to the satisfaction of the Company that he/she was absent for reasonable cause he/she shall be deemed to have abandoned his/her employment.
- d) Notice of an intention to accept termination of employment by abandonment shall be given to the Employee in accordance with clause 47(b).
- e) Termination of employment by abandonment in accordance with clause 47(c) shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.
- f) It is noted that in the event of termination clause 46 b) will apply.



**48. FLEXIBILITY ARRANGEMENTS**

- a) The Company and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - i) the agreement deals with 1 or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances;
    - v. leave loading; and
  - ii) the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - iii) the arrangement is genuinely agreed to by the Company and employee.
- b) The Company must ensure that the terms of the individual flexibility arrangement:
  - i) are about permitted matters under section 172 of the Fair Work Act 2009 ; and
  - ii) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
  - iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- c) The Company must ensure that the individual flexibility arrangement:
  - i) is in writing; and
  - ii) includes the name of the Company and employee; and
  - iii) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - iv) includes details of:
    - i. the terms of the enterprise agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - v) states the day on which the arrangement commences.
- d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) The employer or employee may terminate the individual flexibility arrangement:
  - i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - ii) if the employer and employee agree in writing--at any time.

**49. CONSULTATION TERM**

- k) This term applies if the Company:
  - i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- l) For a major change referred to in paragraph a)i):
  - i) the Company must notify the relevant employees of the decision to introduce the major change; and
  - ii) subclauses c) to i) apply.
- m) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- n) If:
  - i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - ii) the employee or employees advise the Company of the identity of the representative;
  - iii) the Company must recognise the representative.
- o) As soon as practicable after making its decision, the Company must:
  - i) discuss with the relevant employees
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the employees; and
    - iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
  - ii) for the purposes of the discussion--provide, in writing, to the relevant employees:
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. information about the expected effects of the change on the employees; and
    - iii. any other matters likely to affect the employees.
- p) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- q) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- r) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph b) i) and subclauses c) and e) are taken not to apply.
- s) In this term, a major change is likely to have a significant effect on employees if it results in:
  - i. the termination of the employment of employees; or
  - ii. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- iv. the alteration of hours of work; or
  - v. the need to retrain employees; or
  - vi. the need to relocate employees to another workplace; or
  - vii. the restructuring of jobs.
- t) Change to regular roster or ordinary hours of work
- u) For a change referred to in paragraph a) ii):
- i. The Company must notify the relevant employees of the proposed change; and
  - ii. subclauses k) to o) apply.
- v) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- w) If:
- i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - ii. the employee or employees advise the employer of the identity of the representative;
- x) the Company must recognise the representative.
- y) As soon as practicable after proposing to introduce the change, the Company must:
- i. discuss with the relevant employees the introduction of the change; and
  - ii. for the purposes of the discussion - provide to the relevant employees:
    - 1. all relevant information about the change, including the nature of the change; and
    - 2. information about what the Company reasonably believes will be the effects of the change on the employees; and
    - 3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - iii. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- z) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- aa) The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

**50. WORK HEALTH AND SAFETY (WHS)**

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

**51. DRUGS & ALCOHOL**

- a) The parties acknowledge that drugs and alcohol affect the functioning of the body and mind and can increase the chance of having an accident in the workplace.
- b) Employees who are affected by drugs and alcohol in the workplace can cause injury to themselves and others and damage their physical and mental health. To help prevent this, employees:
  - (i) Must report for duty in a condition capable of safely carrying out their allocated tasks;
  - (ii) Are required to notify their manager in a discreet manner if they believe a colleague is affected by drugs or alcohol in the workplace;
  - (iii) Who take prescription or over the counter medications that may impair performance are to advise their supervisor. Such advice will be treated confidentially;
  - (iv) Who are considered to be affected by drugs or alcohol will be prevented from commencing or continuing work whilst the person is considered to be incapable of performing safe work practices;

**52. SMOKING**

- a) Smoking is not allowed in any site offices, mess/change sheds or sanitary facilities; or any other amenities where appropriate signage is displayed.
- b) Smoking is not allowed within the confines or the premises of clients/customers or in any Company vehicles.
- c) At all times employees agree to comply with site rules which may apply on individual projects.

**53. TOOL KIT**

- a) The Company accepts the responsibility of providing major tools and equipment in order that the work force may carry out their duties. It is agreed by the parties, care is to be exercised to ensure the security of all tools and equipment on sites and in vehicles to protect against theft and damage.
- b) In the case where an employee's personal tools are stolen from Company vehicles or from a locked company gang boxes or other secured Company storage facility the Company shall re-purchase the tools stolen to a maximum of \$1,500 in total.
- c) This payment is subject to the Company being provided with an inventory of tools upon the commencement of this agreement, which is audited by the employee's nominated supervisor. Details of both the initial inventory and subsequent audits are to be kept on file.
- d) An employee's hourly rate includes a tool allowance. The Parties agree that the list of tools prescribed at Schedule C is a minimum requirement for Tradespersons receiving a tool allowance (which is incorporated into their hourly rate).
- e) At each workshop or depot and at each job site the Company shall provide suitable free storage accommodation for employee's tools. The Company shall ensure that such tool storage accommodation is as secure as practicable in the Employees absence.

**54. PROTECTIVE CLOTHING**

- a) The importance to the Company of portraying a professional image is recognised by the parties to this Agreement. The requirement for all employees to always maintain and wear Company the provided protective clothing and uniforms in a professional manner whilst on duty is a condition of employment.
- b) To that end, the Company will purchase, pay the full cost of, and provide after 152 hrs employment with the company the following uniform/protective clothing:
  - Adequate number of pants
  - Adequate number of long Sleeve Shirts
  - One pair of boots
  - One winter Jacket or Sloppy Joe
  - Overalls may be taken in lieu of pants and shirts.
- c) Other protective clothing will be provided on an as-required basis for project or activity to comply with WH&S requirements. Regular maintenance and cleaning of all clothing remains the responsibility of the wearer. Replacement will be on a "fair wear and tear" basis. In particular the Company will provide safety glasses/goggles as required or, if an employee wears prescription glasses, the Company will reimburse the additional cost of the Employee obtaining hardened lenses up to an amount of \$200.00 in a 2-year period.
- d) Employees may choose and purchase their own boots, provided the boots are of a type approved for use by the Company by having met all relevant safety standards. Employees will be reimbursed up to a maximum of \$180.00.

**55. INCOME PROTECTION SCHEME**

- a) It is a term of the Agreement the Company will pay Income Protection Insurance (to a maximum of cost of \$18.00 / week) on behalf of the employees from the date of agreement. Upon request from an employee, the company will provide documentary evidence that the company has taken out a policy with the relevant scheme. For a summary of scheme please refer to Schedule E.

**56. COMPANY PLANT**

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

**57. QUALITY ASSURANCE**

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

**58. NOTICE BOARD**

- a) The Company shall permit a notice board of reasonable dimensions to be erected in a prominent position in each of its establishments or plants or job sites where its employees are working or in separate buildings in each establishment or plant or job site so that such notice boards are reasonably accessible to all the Company's employees working under the Agreement at the establishment or plant or job site.

**59. CONSULTATIVE MECHANISM**

- a) The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms with the Company. To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives should be established and maintained.
- b) The purpose of the Consultative Committee shall be to consult, develop, recommend, and assist to implement, strategies and measures designed to achieve the objectives outlined under Clause 2 of this Agreement.

**60. EMPLOYEE REPRESENTATIVE / UNION DELEGATE**

The Company recognises the rights of employees to nominate an Employee or the Union to act as their representative. The company also recognises and supports the employees' rights regarding freedom of association.

A Union Delegate, if elected, is to ensure that they meet their obligations as an employee of the Company in priority to undertaking their duties as a Union Delegate. A Union Delegate is required to ensure that when they are carrying out their duties that they adhere to and strive to meet the key objectives of this agreement and comply with the policies and procedures of the company.

For the purposes of this clause, a Union Delegate shall be one which has been elected by the employees and recognised by the Union. Nothing within this agreement will prevent Union Delegates within the company from consulting or conferring with each other. There will be a maximum of one Union Delegate per 20 employees and no more than one per project.

A Union Delegate will be permitted to attend Union endorsed training, forums or meetings up to 3 days per year, such training must be directed to improving the skills and knowledge of the participant in the system of workplace relations. The Company will be provided with 21 days' notice of such training/forums. While attending these courses delegates will be paid their normal rate of pay, including travel and fares as applicable.


**Annual Union Meetings**


The Company authorises and agrees to employees attending an annual union meeting, should they wish to attend, each year over the life of this agreement. The Union will provide the company with 28 days' notice of a preferred date for an annual meeting, the time and location will be coordinated by the company in consultation with Union with regard to the employees' work locations at that time. The meeting will be held within normal working hours without loss of pay, the paid duration of the meeting will not exceed 2 hours at a time and location suitable to the company.

STAR ELECTRICAL CO PTY LTD – CENTRAL COAST & HUNTER REGION  
ENTERPRISE AGREEMENT 2021


61. SIGNATORIES


Signed for and on behalf of the Company -

  
\_\_\_\_\_  
Witness Signature  
RYAN DAVERN  
\_\_\_\_\_  
Witness Print Name  
46 HARVEY CRES,  
\_\_\_\_\_  
Witness Address  
CONOELL PARK NSW 2200  
\_\_\_\_\_  
Witness Address (line 2)

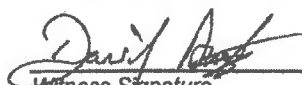
  
\_\_\_\_\_  
Signature  
JANE COGHMAN  
\_\_\_\_\_  
Print Name  
DIRECTOR  
\_\_\_\_\_  
Position Held  
46 HARVEY CRES,  
\_\_\_\_\_  
Address  
CONOELL PARK NSW 2200  
\_\_\_\_\_  
Address (line 2)  
31/05/22  
\_\_\_\_\_  
Date


Signed for and on behalf of the Employees -

  
\_\_\_\_\_  
Witness Signature  
Matthew Murphy  
\_\_\_\_\_  
Witness Print Name  
1/16 Accolade Avenue, Morisset NSW 2264  
\_\_\_\_\_  
Witness Address  
\_\_\_\_\_  
Witness Address (line 2)

  
\_\_\_\_\_  
Signature  
ANDREW PEEL  
\_\_\_\_\_  
Print Name  
Electrician  
\_\_\_\_\_  
Position Held  
Unit 1 / 16 Accolade Avenue, Morisset NSW 2264  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address (line 2)  
05 June 2022  
\_\_\_\_\_  
Date

Signed for and on behalf of the Union -

  
\_\_\_\_\_  
Witness Signature  
Danielle Andrew  
\_\_\_\_\_  
Witness Print Name  
Level 5, 370 Pitt St, Sydney NSW 2000  
\_\_\_\_\_  
Witness Address  
\_\_\_\_\_  
Witness Address (line 2)

  
\_\_\_\_\_  
Signature  
Frederick Borbin  
\_\_\_\_\_  
Print Name  
Assistant Secretary  
\_\_\_\_\_  
Position Held  
Level 5 370 Pitt St Sydney 2000  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address (line 2)  
31/05/2022  
\_\_\_\_\_  
Date



## **SCHEDULE A – WORKER DEFINITIONS**

### **Electrical Worker Grade 1**

An “Electrical Worker Grade 1” is a labourer not otherwise provided for in this agreement, who is doing labouring work.

### **Electrical Worker Grade 2**

An “Electrical Worker Grade 2” is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a Licenced Electrician.

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

- Unskilled tasks as directed;
- Cut to specified lengths - ducting, unistrut, conduit and other cable and support systems;
- Paints cable trays, ducts and conduits;
- Assisting with installation of cables, conduit ducting and other cable enclosures or support systems;
- Installation of fixtures, fittings, brackets associated fixings and chasing / cutting of walls or floors.
- Provided that this person shall not undertake work requiring Electrical Licence or Cabler Registration

### **Electrical Worker Grade 3**

An “Electrical Worker Grade 3” is an employee who works under direction, may be required to perform the work of an electrical worker Grade 2; and additionally without limiting the scope of the work performs the work described below to the level of his/her training &/or competency such as:

- Driving or operating the Company's machinery, plant or equipment incidental to his/her primary task or functions; or
- Inspecting and testing fire alarm or security alarm equipment; or
- Under the supervision of a Licenced Electrician or Registered Cabler (as appropriate).
  - Installs radio, communications and related equipment; or
  - Installs fire alarm, security, communications, monitoring cabling & equipment; or
  - Installs data and communication cabling.
- Provided that this person shall not undertake work requiring Electrical Licence or Cabler Registration.

### **Electrical Worker Grade 4**

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

- Is accredited and employed to perform scaffolding or rigging; and
- Has worked for not less than one year as an electrical worker Grade 3; or
- Is a Registered Cabler who installs, terminates and tests data and communication cabling.
- Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical worker and works without assistance and supervision.
- Provided that this person shall not undertake work requiring Electrical Licence or Cabler Registration

#### **Electrical Worker Grade 4A**

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

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

An Electrical worker Grade 4A – is not a Licenced Electrician

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

#### **Electrical Worker Grade 5 – Level 1, Level 2 or Level 3**

An "Electrical Worker Grade 5 – Level 1, Level 2 or Level 3" is employed to use the skills acquired through the training specified below and is an employee who has held a trade certificate and is a NSW Qualified Supervisor (or equivalent) with less than three years' experience within the company and:

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

#### **Electrical Worker Grade 5 – Level 4, Level 5**

An "Electrical Worker Grade 5 – Level 4 or Level 5" is employed to use the skills acquired through the training specified below and is an employee who has held a trade certificate and is a NSW Qualified Supervisor (or equivalent) for a period greater than three years within the company and:

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

**STAR ELECTRICAL CO PTY LTD – CENTRAL COAST & HUNTER REGION  
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**SCHEDULE B – RATES OF PAY ALL WORK (EXCLUDING MAJOR CONSTRUCTION)**

*See Schedule F for Rates of applicable to Major Construction Projects*

**RATES APPLYING FROM THE FIRST FULL PAY – AFTER APPROVAL BY FWC**

<b>Classification</b>	<b>All-purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Daily Travel Allowance</b>	<b>Daily Fares Allowance</b>	<b>PROTECT or MERT</b>
Electrical Worker G 1	\$29.50	\$0.75	\$16.00	\$15.00	\$25.00
Electrical Worker G 2	\$30.00	\$0.75	\$16.00	\$15.00	\$25.00
Electrical Worker G 3	\$30.50	\$0.75	\$16.00	\$15.00	\$25.00
Electrical Worker G 4	\$31.00	\$0.75	\$16.00	\$15.00	\$25.00
Electrical Worker G 4A	\$32.00	\$0.75	\$16.00	\$15.00	\$25.00
Grade 5 Level 1	\$33.00	\$1.00	\$20.00	\$15.00	\$25.00
Grade 5 Level 2	\$34.00	\$1.00	\$20.00	\$15.00	\$25.00
Grade 5 Level 3	\$35.00	\$1.00	\$20.00	\$15.00	\$25.00
Grade 5 Level 4	\$36.00	\$1.00	\$20.00	\$15.00	\$25.00
<b>Grade 5 Level 5</b>	<b>\$38.00</b>	<b>\$1.75</b>	<b>\$22.75</b>	<b>\$15.00</b>	<b>\$25.00</b>
Leading Hand (permanent)	\$39.95	\$1.75	\$22.75	\$15.00	\$25.00

**RATES APPLYING FROM THE FIRST FULL PAY PERIOD AFTER 1<sup>ST</sup> JULY 2022**

<b>Classification</b>	<b>All-purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Daily Travel Allowance</b>	<b>Daily Fares Allowance</b>	<b>PROTECT or MERT</b>
Electrical Worker G 1	\$29.90	\$0.75	\$16.00	\$15.00	\$25.00
Electrical Worker G 2	\$30.44	\$0.75	\$16.00	\$15.00	\$25.00
Electrical Worker G 3	\$30.90	\$0.75	\$16.00	\$15.00	\$25.00
Electrical Worker G 4	\$31.42	\$0.75	\$16.00	\$15.00	\$25.00
Electrical Worker G 4A	\$32.96	\$0.75	\$16.00	\$15.00	\$25.00
Grade 5 Level 1	\$33.99	\$1.00	\$22.00	\$15.00	\$25.00
Grade 5 Level 2	\$35.02	\$1.00	\$22.00	\$15.00	\$25.00
Grade 5 Level 3	\$36.05	\$1.00	\$22.00	\$15.00	\$25.00
Grade 5 Level 4	\$37.08	\$1.00	\$22.00	\$15.00	\$25.00
<b>Grade 5 Level 5</b>	<b>\$39.14</b>	<b>\$1.75</b>	<b>\$23.50</b>	<b>\$15.00</b>	<b>\$25.00</b>
Leading Hand (permanent)	\$41.09	\$1.75	\$23.50	\$15.00	\$25.00

**STAR ELECTRICAL CO PTY LTD – CENTRAL COAST & HUNTER REGION  
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**RATES APPLYING FROM THE FIRST FULL PAY PERIOD AFTER 1<sup>ST</sup> JULY 2023**

<b>Classification</b>	<b>All-purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Daily Travel Allowance</b>	<b>Daily Fares Allowance</b>	<b>PROTECT or MERT</b>
Electrical Worker G 1	\$30.80	\$0.75	\$16.00	\$15.00	\$30.00
Electrical Worker G 2	\$31.35	\$0.75	\$16.00	\$15.00	\$30.00
Electrical Worker G 3	\$31.83	\$0.75	\$16.00	\$15.00	\$30.00
Electrical Worker G 4	\$32.36	\$0.75	\$16.00	\$15.00	\$30.00
Electrical Worker G 4A	\$33.95	\$0.75	\$16.00	\$15.00	\$30.00
Grade 5 Level 1	\$35.01	\$1.50	\$24.00	\$15.00	\$30.00
Grade 5 Level 2	\$36.07	\$1.50	\$24.00	\$15.00	\$30.00
Grade 5 Level 3	\$37.13	\$1.50	\$24.00	\$15.00	\$30.00
Grade 5 Level 4	\$38.19	\$1.50	\$24.00	\$15.00	\$30.00
<b>Grade 5 Level 5</b>	<b>\$40.31</b>	<b>\$1.75</b>	<b>\$24.00</b>	<b>\$15.00</b>	<b>\$30.00</b>
Leading Hand (permanent)	\$42.26	\$1.75	\$24.00	\$15.00	\$30.00

**RATES APPLYING FROM THE FIRST FULL PAY PERIOD AFTER 1<sup>ST</sup> JULY 2024**

<b>Classification</b>	<b>All-purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Daily Travel Allowance</b>	<b>Daily Fares Allowance</b>	
Electrical Worker G 1	\$31.72	\$0.75	\$16.00	\$16.00	\$30.00
Electrical Worker G 2	\$32.29	\$0.75	\$16.00	\$16.00	\$30.00
Electrical Worker G 3	\$32.78	\$0.75	\$16.00	\$16.00	\$30.00
Electrical Worker G 4	\$33.33	\$0.75	\$16.00	\$16.00	\$30.00
Electrical Worker G 4A	\$34.97	\$0.75	\$16.00	\$16.00	\$30.00
Grade 5 Level 1	\$36.06	\$1.50	\$24.00	\$16.00	\$30.00
Grade 5 Level 2	\$37.15	\$1.50	\$24.00	\$16.00	\$30.00
Grade 5 Level 3	\$38.25	\$1.50	\$24.00	\$16.00	\$30.00
Grade 5 Level 4	\$39.34	\$1.50	\$24.00	\$16.00	\$30.00
<b>Grade 5 Level 5</b>	<b>\$41.52</b>	<b>\$2.00</b>	<b>\$25.00</b>	<b>\$16.00</b>	<b>\$30.00</b>
Leading Hand (permanent)	\$43.47	\$2.00	\$25.00	\$16.00	\$30.00

**STAR ELECTRICAL CO PTY LTD – CENTRAL COAST & HUNTER REGION  
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**RATES APPLYING FROM THE FIRST FULL PAY PERIOD AFTER 1<sup>ST</sup> JULY 2025**

<b>Classification</b>	<b>All-purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Daily Travel Allowance</b>	<b>Daily Fares Allowance</b>	<b>PROTECT or MERT</b>
Electrical Worker G 1	\$32.20	\$1.00	\$16.00	\$18.00	\$30.00
Electrical Worker G 2	\$32.77	\$1.00	\$16.00	\$18.00	\$30.00
Electrical Worker G 3	\$33.27	\$1.00	\$16.00	\$18.00	\$30.00
Electrical Worker G 4	\$33.83	\$1.00	\$16.00	\$18.00	\$30.00
Electrical Worker G 4A	\$35.49	\$1.00	\$16.00	\$18.00	\$30.00
Grade 5 Level 1	\$36.60	\$1.75	\$24.00	\$18.00	\$30.00
Grade 5 Level 2	\$37.71	\$1.75	\$24.00	\$18.00	\$30.00
Grade 5 Level 3	\$38.82	\$1.75	\$24.00	\$18.00	\$30.00
Grade 5 Level 4	\$39.93	\$1.75	\$24.00	\$18.00	\$30.00
<b>Grade 5 Level 5</b>	<b>\$42.15</b>	<b>\$2.20</b>	<b>\$25.40</b>	<b>\$18.00</b>	<b>\$30.00</b>
Leading Hand (permanent)	\$44.10	\$2.20	\$25.40	\$18.00	\$30.00

**Employees – Previously Graded as Grade 5 Unlicenced under the 2017 Agreement**

Any Employee previously graded at Grade 5 Unlicenced which has been removed from this agreement will be paid at the following rates for the life of this agreement.

The Company undertakes that no new (future) employees will be engaged as Grade 5 Unlicenced.

<b>Classification</b>	<b>All-purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Daily Travel Allowance</b>	<b>Daily Fares Allowance</b>	<b>MERT</b>
Grade 5 Unlicenced	\$36.89	\$1.75	\$16.00	\$13.00	\$25.00

**Wage Guarantee**

The Company warrants that no employee will suffer a reduction in take home pay because of this agreement being approved.

**STAR ELECTRICAL CO PTY LTD – CENTRAL COAST & HUNTER REGION  
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**SCHEDULE C – ALLOWANCES**

<p><b>Living Away from Home Allowance (Short Term)</b> Short Term – means less than one week in any one location (will apply on a milk-run) <i>Paid in accordance with clause 32</i></p>	<p>\$180.00 per Night All Inclusive allowance for accommodation, meals &amp; out of pocket expenses. or Company pays for accommodation &amp; pays additional \$70.00 / Night for Meals &amp; out of pocket expenses.</p>
<p><b>Living Away from Home Allowance (Long Term)</b> Long Term - means – a minimum of one week, in one location (Generally Projects) <i>Paid in accordance with clause 32.</i></p>	<p>Company pays for accommodation &amp; pays additional \$70.00 / Night for Meals &amp; out of pocket expenses. or Company pays all-inclusive allowance of \$700 per week (pro rata for part weeks).</p>
<p><b>First Aid Allowance</b> <i>Paid in accordance with Clause 15.</i></p>	<p>\$4.00 Per Day To a maximum of \$20.00 per week</p>
<p><b>On Call Allowance</b> <i>Paid in accordance with Clause 44.</i></p>	<p>\$280 per week (7 days) Exceptions: On Call 'for the pay week' which includes Christmas (25<sup>th</sup> Dec) will be \$500. On Call 'for the pay week' which includes Easter Monday will be \$350.</p>
<p><b>Motor Vehicle Allowance</b> <i>Paid in accordance with Clause 13.j)</i></p>	<p>80 cents per kilometre</p>
<p><b>Tool Allowance</b> <i>Incorporated in All Purpose hourly rate.</i></p>	<p>\$20.10 per week</p>
<p><b>Meal Allowance</b> <i>Paid in accordance with Clause 13.i)</i></p>	<p>\$20.00</p>
<p><b>Leading Hand Allowance</b> <i>Paid in accordance with Clause 13.o)</i></p>	<p>\$2.30 / Hour Worked</p>

**SCHEDULE D – EMPLOYEE TOOL KIT**

<b>EMPLOYEE TOOL KIT</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>INDICATIVE MANUFACTURER</b>
1	AS3000 Wiring Rules, current edition	1	Standards Australia
2	Allen Key Set Imperial	1	Unbrako
3	Allen Key Set Metric	1	Unbrako
4	Cold Chisel 25mm	1	Sidchrome
5	Ratchet Crimp Tool for 1.5-6mm <sup>2</sup> cable	1	Utilux
6	Flat File 2nd cut bastard	1	Wilshire
7	Round File 2nd cut bastard	1	Wilshire
8	Hacksaw 300mm	1	Stanley
9	Hacksaw - Junior	1	Stanley
10	Gyroprock Saw	1	Stanley
11	Lump Hammer 1.5kg	1	Stanley
12	Claw Hammer	1	Stanley
13	Automatic Retractable Blade Knife	1	Stanley
14	Spirit Level 300mm	1	Stanley
15	Chalk Line	1	Stanley
16	Plumb Bob	1	Stanley
17	Measuring Tape 8m	1	Stanley
18	Multi Grips	1	Sidchrome
19	Insulated Pliers	1	Crescent 1000v Cat 3
20	Insulated Long Nose Pliers	1	Crescent 1000v Cat 3
21	Centre Punch	1	Sidchrome
22	Screwdriver Set, flat blade and Philips, suitable sizes	1	Sidchrome 1000v Cat 3
23	Side Cutters - Insulated	1	Crescent 1000v Cat 3
24	Tin Snips 230mm	1	Sidchrome
25	Socket Set 4mm to 20mm	1	Sidchrome

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<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>Indicative Manufacturer</b>
26	Ring/Open End Spanner Set 3mm to 20mm	1	Sidchrome
27	Shifting Spanner 150mm	1	Sidchrome
28	Shifting Spanner 300mm	1	Sidchrome
29	Combination Square	1	Stanley
30	Tap Wrench	1	P & N
31	Taps - Thread Set 5mm to 10mm	1	P & N
32	Toolbox & Lock	1	Sidchrome
33	Torch	1	Dolphin
34	Vice Grips 150mm	1	Sidchrome
35	Pop Rivet Gun	1	Stanley
36	Wire Stripper Expanding Type	1	Utilux
37	Test Lamps 415V	1	Cat 3 minimum
38	Test Pencil	1	(for indicative testing only)
39	Battery Drill	1	Makita



**SCHEDULE E – ELECTRIC TOP UP FUND INCOME PROTECTION/TOP UP COVER**

**HIGHLIGHTS**

<b>Category</b>	<b>Accident &amp; Sickness TOP UP Income Protection</b>
Income Protection	TOP UP insurance covering the gap between what is paid by workers compensation and 90% of income to a maximum of \$2,000 per week.
Benefit Period	104 Weeks or 52 weeks for persons from age 65.
Age Limitations	Over 16 Years of age - under 65 years of age for accident and sickness, accident only to age 70.
Death Benefit	Workplace and Journey Cover Outside Workplace. Death & Total & Permanent Disability Cover.
Worldwide Cover while on Annual Leave	90% Income Protection up to \$1,500 per week.
No medical requirements to join	However, pre-existing injuries exclusions do apply.
Capital Lump Sum Benefit	A range of benefits for most permanent disabilities.
Rehabilitation & Return to Work Assistance for Workplace injury	Payments of up to \$20,000 at Absolute discretion of insurer.
Waiting Period	14 Calendar Days
<p><b>This is a summary, all additions and exclusions not specifically mentioned here will be as per the Policy wording. A copy of the income protection scheme policy document can be provided on request.</b></p>	

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**SCHEDULE F – PROVISIONS FOR MAJOR CONSTRUCTION PROJECTS**

The Following provisions will apply only to employees when they are engaged on Major Construction projects, for the duration of that project only.

Where a provision of this agreement is contrary to this schedule, the terms of this schedule will apply, otherwise all other terms of this agreement remain unchanged.

*Increases to be applied in the first full pay week after the nominated date.*

<b>1 June 2022</b> Classification	All purpose (hourly)	Productivity Allowance per hour worked (hourly)	Daily Travel Allowance	Daily Average Fares Allowance	PROTECT or MERT
Grade 1	\$34.30	\$0.75	\$16.00	\$15.00	\$35.00
Grade 2	\$34.85	\$0.75	\$16.00	\$15.00	\$35.00
Grade 3	\$35.33	\$0.75	\$16.00	\$15.00	\$35.00
Grade 4	\$35.86	\$0.75	\$16.00	\$15.00	\$35.00
Grade 4A	\$37.45	\$0.75	\$16.00	\$15.00	\$35.00
<b>Grade 5 LIC</b>	<b>\$45.56</b>	<b>\$1.01</b>	<b>\$24.00</b>	<b>\$15.00</b>	<b>\$40.00</b>

<b>1 June 2023</b> Classification	All purpose (hourly)	Productivity Allowance per hour worked (hourly)	Daily Travel Allowance	Daily Average Fares Allowance	PROTECT or MERT
Grade 1	\$35.22	\$0.75	\$16.00	\$15.00	\$40.00
Grade 2	\$35.79	\$0.75	\$16.00	\$15.00	\$40.00
Grade 3	\$36.28	\$0.75	\$16.00	\$15.00	\$40.00
Grade 4	\$36.83	\$0.75	\$16.00	\$15.00	\$40.00
Grade 4A	\$38.47	\$0.75	\$16.00	\$15.00	\$40.00
<b>Grade 5 LIC</b>	<b>\$46.77</b>	<b>\$1.11</b>	<b>\$25.00</b>	<b>\$15.00</b>	<b>\$50.00</b>

<b>1 June 2024</b> Classification	All purpose (hourly)	Productivity Allowance per hour worked (hourly)	Daily Travel Allowance	Daily Average Fares Allowance	PROTECT or MERT
Grade 1	\$35.70	\$0.75	\$16.00	\$16.00	\$40.00
Grade 2	\$36.27	\$0.75	\$16.00	\$16.00	\$40.00
Grade 3	\$36.77	\$0.75	\$16.00	\$16.00	\$40.00
Grade 4	\$37.33	\$0.75	\$16.00	\$16.00	\$40.00
Grade 4A	\$38.99	\$0.75	\$16.00	\$16.00	\$50.00
<b>Grade 5 LIC</b>	<b>\$47.85</b>	<b>\$1.22</b>	<b>\$25.40</b>	<b>\$18.00</b>	<b>\$75.00</b>

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1 June 2025 Classification	All purpose (hourly)	Productivity Allowance per hour worked (hourly)	Daily Travel Allowance	Daily Average Fares Allowance	PROTECT or MERT
Grade 1	\$36.77	\$0.75	\$16.00	\$18.00	\$50.00
Grade 2	\$37.36	\$0.75	\$16.00	\$18.00	\$50.00
Grade 3	\$37.88	\$0.75	\$16.00	\$18.00	\$50.00
Grade 4	\$38.45	\$0.75	\$16.00	\$18.00	\$50.00
Grade 4A	\$40.16	\$0.75	\$16.00	\$18.00	\$50.00
<b>Grade 5 LIC</b>	<b>\$50.43</b>	<b>\$1.33</b>	<b>\$26.30</b>	<b>\$19.00</b>	<b>\$78.00</b>

**Leading Hands** working on **Major Construction Projects** will be paid at the Grade 5 rate indicated above and will in addition be paid the additional Leading Hand Allowance as per Clause 13 o).

**INCLEMENT WEATHER PROCEDURE (MAJOR CONSTRUCTION PROJECTS ONLY)**

- a) 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, high humidity, rain affected site or the like) by virtue of which it is either unsafe and/or unreasonable for employees to continue working when exposed to this weather.
- b) The parties agree that inclement weather does not automatically create unsafe working conditions, employees will not be expected to work in unsafe conditions due to inclement weather.
- c) For the purposes of this clause extreme high temperature will be taken to be 35 degrees Celsius or above. The site safety committee will be responsible for the measurement and confirmation of the temperature in consultation with the Principal Contractor.
- d) It is agreed that, in the event of inclement weather consultation will be held between the site safety committee, Principal Contractor and the parties to ascertain whether work can continue in a safe and secure manner
- e) The Company, or the Company's representative, shall when requested by the employees or an employee representative, confer with the Site Safety Committee (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not conditions are inclement. It is understood and accepted by the parties that it will be the Site Safety Committee in consultation with the Principal Contractor who will be responsible for the final determination.
- f) In all cases, consideration will be given to ensuring that a safe workplace is provided, and safe systems of working are employed to allow work to continue where possible.
- g) Should only a portion of the site/project or workplace be affected by inclement weather, all other Employees not so affected shall continue working, regardless that some Employees may be required to cease normal work due to inclement weather

- h) The parties to the agreement agree to collectively work towards the mitigation of lost time due to the inclement weather. Further the parties undertake to adopt the following principals and procedures regarding inclement weather and the down time inclement weather may create.
- Whilst there is inclement weather employees are required to:
- (i) Continue to work undercover or relocate to alternative work in an area/s on site which are unaffected by the inclement weather (provided there is minimal exposure to inclement weather in accessing amenities); or
  - (ii) Perform emergency and safety work, or work on unexpected breakdowns which can be corrected in limited time duration. Where employees are required to perform emergency work, they are to be provided with appropriate protective clothing; or
  - (iii) Obtain materials and services for Employees working undercover (provided there is minimal exposure to inclement weather in accessing amenities); or
  - (iv) Relocate to another worksite or location determined by the Company which is unaffected by the inclement weather; or
  - (v) Remain in lunch sheds and participate in or undertake tool-box meetings, work planning sessions, skills development activities or training skill development activities (provided there is minimal exposure to inclement weather in accessing amenities); or
  - (vi) Should utilization of employees as set out above not be possible or practical the company may choose to send employees' home; in this case employees will be paid for the time already attended and for the balance of the ordinary hours of that day.
  - (vii) Employee may choose to take time off as unpaid leave or RDO.
- i) Where critical works such as shutdowns commenced prior to inclement weather are in progress, the work will be completed taking all necessary steps to mitigate inclement weather and ensuring safety is maintained
- j) During periods of extreme temperature (inclement weather) it is recognised that whilst employees are working in areas unaffected by these temperatures or undertaking other activities in other areas, employees will be required to walk between work areas and amenities.

### **36 HOUR WEEK**

A 36 hour week as set out in Clause 18 will apply to Major Construction Projects and will be implemented as per the Calendar set out below (future calendars to be agreed).

- By Mutual agreement between the employer and employees, an RDO may be worked and a substitute day agreed to. Should there be a requirement to work an RDO, employees will work with the employer to assist with any necessary shutdown work to be carried out on such days.
- Scheduled RDO's will be taken unless mutually agreed otherwise by employees.

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2022																											
January '22							February '22							March '22													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
						1			1	2	3	4	5			1	2	3	4	5							
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12							
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19							
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26							
23	24	25	26	27	28	29	27	28						27	28	29	30	31									
30	31																										
April '22							May '22							June '22													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
					1	2	1	2	3	4	5	6	7			1	2	3	4								
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11							
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18							
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25							
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30									
July '22							August '22							September '22													
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31																											
October '22							November '22							December '22													
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2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10							
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17							
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24							
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31							
30	31																										


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

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2023						
January '23						
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February '23						
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26	27	28				
March '23						
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April '23						
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30						
May '23						
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28	29	30	31			
June '23						
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July '23						
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23	24	25	26	27	28	29
30	31					
August '23						
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27	28	29	30	31		
September '23						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
October '23						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
November '23						
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26	27	28	29	30		
December '23						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

 = Annual leave (optional)

 = Flexible RDO

 = Scheduled RDO

 = Designated Long Weekend (Public Holiday and RDO)

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

FWC Matter: AG2022/1786

Applicant: Star Electrical Co Pty Ltd

Section 185 – Application for approval of a Single Enterprise Agreement

## Undertaking – Section 190

FRIDAY, 17 JUNE 2022

I, Ryan Davey, Associate Director of the Applicant, give the following undertakings with respect to the Star Electrical Co Pty Ltd – Central Coast and Hunter Region Enterprise Agreement 2021 (**Agreement**):

1. I have the authority given to me by Star Electrical Co Pty Ltd (**Employer**) to provide this undertaking in relation to the application before the Fair Work Commission.

### National Employment Standards (NES)

2. Where there is an inconsistency between the Agreement and the National Employment Standards (NES) and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. In respect of clause 10(a) of the Agreement, the Employer will comply with the requirements of section 66B(1)(b) of the FW Act. Where an employee has been employed by the employer for a period of 12 months and during at least the last 6 months of that period the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee, the employer will make an offer to convert to either full-time or part-time employment as required by the Act.
4. In respect of clause 46(f) of the Agreement, no deduction will be applied to any entitlements payable upon termination to an employee.

### BOOT

5. In respect of casual employee minimum engagement under the Agreement, the Employer undertakes that it will treat a casual employee no less favourably than the Award in relation a minimum engagement and payment for at least 2 consecutive hours of work on each occasion they are required to attend work per clause 11.6 of the *Electrical, Electronic and Communications Contracting Award 2020 (Award)*.

This undertaking is provided on the basis of issues raised by Deputy President Moltoni in the application before the Fair Work Commission.

Regards

**Star Electrical Co Pty Limited**



Ryan Davey  
Associate Director