



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Star Electrical Co Pty Ltd
(AG2022/910)

ELECT ENERGY PTY LTD ENTERPRISE AGREEMENT 2022

Electrical contracting industry

DEPUTY PRESIDENT DEAN

CANBERRA, 20 APRIL 2022

Application for the approval of Elect Energy Pty Ltd Enterprise Agreement 2022.

[1] An application has been made for approval of an enterprise agreement known as the *Elect Energy Pty Ltd Enterprise Agreement 2022* (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 (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. 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. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 April 2022. The nominal expiry date of the Agreement is 26 April 2026.

The signature of the Deputy President is written in cursive to the left of the official seal. The seal is circular and contains the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter. In the center of the seal is the Australian coat of arms, featuring a kangaroo and an emu flanking a shield with a seven-pointed star above it, and a banner with the word 'AUSTRALIA' below.

DEPUTY PRESIDENT

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Annexure A

The Fair Work Commission

FWC Matter: AG2022/910

Applicant: Star Electrical Co Pty Ltd

Application for the approval of

Elect Energy Pty Ltd Enterprise Agreement 2022

Section 185 – Application for approval of a single enterprise agreement.

Undertaking – Section 190

Thursday, 14 April 2022

I, Christopher Mulvey, Director of the Star Electrical Co Pty Ltd & Elect Energy Pty Ltd, give the following undertakings with respect to the ***Elect Energy Pty Ltd Enterprise Agreement 2022 (Agreement)***:

1. I have the authority to provide this undertaking in relation to the application before the Fair Work Commission.
2. In respect of clauses 13(h), 34(b), 38(c) of the Agreement, the Employer undertakes that it will not make any deduction from an employee's wage unless authorized by the employee in accordance with section 324 of the Act.
3. In respect of clause 31 of the Agreement, the Employer undertakes that whilst this clause is silent on the matter, an employee has the right to be represented in any dispute resolution process, in accordance with 186 of the Act.
4. In respect of **Casual Employees** and minimum engagement period, the Employer undertakes that it will treat employees no less favourably than clause 11.6 of the Award.
5. In respect of **Casual Employees** and compounded loading, the Employer undertakes that it will treat employees no less favourably than clause 20.1(b) of the Award
6. In respect of **Part Time Employees** and agreed hours of work, the Employer undertakes that it will treat employees no less favourably than clause 10.4 of the Award
7. In respect of **Casual and Part Time Employees** and the overtime payments, the Employer undertakes that it will treat employees no less favourably than set in clauses 20.1(a) and 20.1(b) and of the Award as applicable.

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

Regards

Elect Energy Pty Limited
Star Electrical Co Pty Ltd

A handwritten signature in black ink, appearing to read 'Chris Mulvey', with a stylized flourish at the end.

Chris Mulvey
Director



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 the agreement.

ELECT ENERGY PTY LTD

ENTERPRISE AGREEMENT

2022

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1. TITLE OF AGREEMENT

- a) This Agreement shall be known as the Elect Energy Pty Ltd Enterprise Agreement 2022.

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 providing 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. 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 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.
 - iii) 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.
 - iv) To implement quality assurance techniques where they relate directly to the performance of employment duties.
 - v) To maintain a working environment that is safe, both on sites and elsewhere.
 - vi) To actively assist with the implementation of and comply with the Site Safety procedures put in place by clients, at all times.
 - vii) To carry out work in compliance with Company policies and procedures.
 - viii) To maintain low rates disputation and eliminate lost time due to disputation.
 - ix) To promote the prompt return to work of temporarily incapacitated employees initially on Suitable Duties and a speedy return to full duties.

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 the Elect Energy Pty Ltd. ABN 72 096 917485

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 Elect Energy Pty Ltd performing work within the scope of this Agreement.

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 or child, parent, grandparent, grandchild or sibling of the employee or spouse/ de-facto spouse.

NES means the National Employment Standards

Nominal Hours as defined in the FW Act

Mature Age Workers means workers 45 years of age and older

Reasonable additional hours as defined in accordance the FW Act and Clause 16 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.

Week - means Seven (7) days Monday to Sunday

4. PARTIES BOUND

- a) This Agreement shall be lodged with The Fair Work Commission in accordance with the FW Act and shall be binding upon the Company and the Employees.

5. SCOPE & APPLICATION OF AGREEMENT

- a) This Agreement applies to the Company in respect employees falling into the classifications specified in Schedule 'A'.

6. DATE AND PERIOD OF OPERATION

- a) This agreement will operate from the date seven days after its approval by Fair Work Commission and will nominally expire four years from the date of approval. 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 the foregoing and to remove any doubt, this Agreement expressly excludes and completely displaces any terms and conditions in the following awards:
- Electrical, Electronic and Communications Contracting Award 2010 (MA000025)

9. EMPLOYEE ENGAGEMENT

- a) All employees shall be initially engaged upon a Six (6) 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 (in accordance with clause 13 of this agreement) 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.
 - iii) A casual employee is one who is engaged and paid as such. A casual employee shall receive a 20% 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 fulltime 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) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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) Work to the best of their ability and will perform such work as reasonably required by the Company within the bounds of their competence, training, classification level and safety of the employee.
 - ii) Properly use, maintain and care for all appropriate protective clothing, tools, equipment and vehicles supplied by the Company for specified circumstances; and
 - iii) Use any technology and perform any duties that are within the limits of the employee's skill, competence, training and classification level; and
 - iv) Understand 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; and
 - v) Maintain commitment to, and comply with the Company's directions, policies and procedures; and
 - vi) Provide and maintain an adequate kit of tools in accordance with the agreements requirements; and
 - vii) 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.
 - viii) Be committed to the objectives in Clause 2 of this Agreement.

13. WAGES & ALLOWANCES

- a) Upon approval of this Agreement by the Fair Work Commission, the wage rates as set out in Schedule 'B' will be paid for all employees and shall form the base hourly rates of pay under this Agreement.
- b) The wage rates in Schedule 'B' are more favourable than the rates of pay set out under the Electrical, Electronic and Communications Contracting Award 2010.
- c) The wage rates in Schedule 'B' are in compensation for all non-expense related allowances, excluding those otherwise provided for in this Agreement.
- d) Expense related allowances payable under this Agreement are identified in Schedule 'C' and elsewhere in this Agreement.
- e) 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.
- f) 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.
- g) 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.
- h) The Company agrees to provide payroll deductions for industry related and mutually agreed private expenses. Any such agreed deduction must be able to be paid by electronic transfer.
- i) 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 and the NES.
- j) An Employee appointed as **Team Leader** can allocate work to other employees in addition to themselves, this is normally under the direction of a Supervisor / Project Manager. Team Leaders will have a thorough understanding of Company policies and procedures, and their role on implementing quality and safety control techniques. Team Leaders will be required to be "on-the-tools" as necessary. The company will appoint Team Leaders based on project or work requirements. A Team Leader will be paid the higher Productivity allowance per hour worked which is as set out in Schedule 'B', this allowance is not subject to penalty addition.

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:
 - Travel, Fares and all Disability allowances / rates as defined in the Electrical Electronic and Communications Contracting Award 2010.

15. HOURS OF WORK & MEAL BREAKS

- a) Hours of work for full time employees shall be 38 hours per week, averaged over a four-week period, plus reasonable additional hours.
- b) Ordinary Hours of work shall be worked between 6.00am and 6.00pm and may be worked on any day or all of the days of the week, Monday to Friday. Once established, normal start and finish times may be varied by agreement between the Company and the majority of the affected Employees. 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.
- c) Ordinary Hours of work shall not normally exceed 8 hours per day. Provided that by mutual agreement between the Company and the Employee(s), up to 12 hours may be worked per day.
- 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 a variation to hours of work and/or shift work, the Company may alter the spread of hours and/or shift system to be tailor made to suit the individual project needs.
- 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.

16. 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 days 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 with regard to 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 maximum limit of (5) days in any twelve month cycle after which the Company may direct the employee to reduce the accrual.
- c) The management in regard to taking, working or banking of RDO's is the responsibility of the Company to meet project or client requirements.
- d) RDO's are usually taken at a time mutually agreed between the employee and the Company, however:
 - i) 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) Where an accrued RDO is to be taken, application for such time shall be sought giving at least forty-eight hours' notice.
 - iv) 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.

17. 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.

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 directly affected 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, exclusive of crib time. Provided that by mutual agreement between the Company and an employee or majority of directly affected employees concerned, a shift can consist of up to 12 hours;
 - Except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours;
 - 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 directly affected 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 directly affected employees to suit the circumstances of the establishment or in the absence of agreement by seven 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 working afternoons or nights, shall be paid their ordinary rate of pay plus 50% for the first two hours and 100% thereafter.

Noting that a Public Holiday, RDO, Leave or Personal Leave Day may form part of the five successive shifts.

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.
- 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 in addition to the shift allowances 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) The extra rates in this subclause are in substitution for and not in addition to the shift allowances prescribed elsewhere in this Agreement.

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.

18. REASONABLE ADDITIONAL HOURS & OVERTIME

- a) The nature of the Company’s business necessitates out of hours work due to access to work locations, shutdowns, changeovers, breakdowns or maintenance and overtime.
- 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.
- c) 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.
- d) 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.

- e) 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.
- f) 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.
- g) 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.

19. 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.
- 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.
- 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 two weeks' notice to the employee.
- j) Provided an employee receives 2 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.

20. 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.

21. 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) Providing to the Company a Medical Certificate (or Statutory Declaration where a medical certificate is not available) for any absence due to illness.
- d) In the event that 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.

22. CARER'S LEAVE

- a) An employee is entitled to use 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 care and support because of:
 - i) a personal illness or injury of the member; or
 - ii) an unexpected 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 unexpected emergency, a statutory declaration stating the nature of the emergency and the requirement for care or support.
- d) For clarity, Parental Leave is not Carer's or Personal leave, and is unpaid. Parental Leave entitlements are outlined in Clause 22.

23. PARENTAL LEAVE

- a) An employee is entitled to un-paid parental leave in accordance with the NES.
- b) 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.

24. COMPASSIONATE LEAVE

- a) An employee(s) entitlement to paid compassionate leave under this Agreement shall be in accordance with the NES.
- b) An employee is entitled to a period of 2 days of compassionate leave for each occasion that a member of the employee's immediate family or household:
 - i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii) sustains a personal injury that poses a serious threat to his or her life; or
 - iii) dies.
- c) In order to qualify for payment for compassionate leave, the employee must 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.

25. 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.

26. 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.

27. LONG SERVICE LEAVE

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

28. FAMILY & DOMESTIC VOILENCE 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.

29. PUBLIC HOLIDAYS

- a) Due to the nature of the work carried out by the Company, there is an expectation that work on public holidays will frequently be required.
- b) 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.
- c) Casual employees shall have no entitlement to payment for public holidays they do not work.

30. 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 or attend 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.

31. 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 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, provided that where safe work is not possible, the employees shall relocate to an alternate area or site that safe work is available.
 - v) Where a matter cannot be resolved in accordance with the above, nothing shall prevent either party from referring the matter to the Fair Work Commission for conciliation, and if unable to be resolved in conciliation, arbitration. All steps above must be fully exhausted before this referral may occur.
 - vi) If arbitration is necessary the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence, and submissions which are necessary to make the arbitration effective.
 - vii) 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.
 - viii) This dispute settling Procedure will apply to disputes about this agreement and the NES

32. 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 their competence, training, classification level and safety of the employee.

33. 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) Redundancy payments would not be applicable where the Company employs less than 15 employees.
- c) A permanent employee whose position is made redundant with the Company shall be paid severance pay in accordance with the scale set out in the NES at the employee's base rate of pay for his or her ordinary hours of work.

34. OVERPAYMENT REIMBURSEMENT TO COMPANY FROM 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 will be deducted at an agreed weekly amount until such time as the full amount has been repaid.

35. INCLEMENT WEATHER PROCEDURE

- a) In the event of inclement weather affecting a workplace or worksite, work will continue until the particular work in hand can no longer be done safely.
- b) Inclement weather under this clause may include 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 under cover work on site).
 - ii) Obtain materials and services for employees working under cover 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.
- 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.

36. TRANSFER OF LABOUR

- a) If a halt to productive work occurs for reasons is not within the control 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 be stood down without pay, alternatively the Employee may choose to take those hours as RDO.

37. MOTOR VEHICLES

- a) If applicable the Company, at its discretion, may terminate the employment of an employee who does not hold, loses or fails to maintain a current Australian driver's licence. Employees must notify the Company of any changes to their driver's licence that may affect their ability to perform their duties.
- b) A Company vehicle (where applicable) may be provided for use during the performance of duties on behalf of the company. Due to Australian Taxation Office 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.
- c) Drivers of Company Vehicles are 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.
- d) 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 driving a Company vehicle must comply with Company Polices at all times".

38. 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.
- c) An employee(s) agrees to reimburse the Company for any personal calls made by the employee(s) on Company mobile telephone(s). An employee(s) authorises the Company to deduct from any wages or entitlements payable or owing to the employee(s) any costs incurred by the employee on Company mobile telephone(s) as a result of the employee(s) making personal calls.

39. 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 (including electrical industry funds such as NESS, CBUS & EISS) 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.

40. 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.

41. TERMINATION OF EMPLOYMENT

- a) A permanent employee may terminate their employment by proving one 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 the NES and 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 of at least 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 falls 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.

42. ABANDONMENT OF EMPLOYMENT

- a) Notwithstanding any other provision of this Agreement, the absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned his/her employment.
- b) If an Employee is absent from work as described above, 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) 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) Termination of employment by abandonment in accordance with this clause 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.

43. 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 28 days written notice to the other party to the arrangement; or
 - ii) if the employer and employee agree in writing - at any time.

44. CONSULTATION TERM

- a) 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.
- b) 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.
- c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- d) 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.
- e) 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.
- f) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- h) 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.
- i) 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.
- j) 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.
- k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- l) 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;
- the Company must recognise the representative.
- m) 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:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the Company reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 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).
- n) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- o) The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- p) In this term; "relevant employees" means the employees who may be directly affected by a change referred to in 43. a).

45. 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, procedures and policies 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 or Site Specific WHS requirements

46. 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) The parties agree that zero tolerance can be accepted with regard to drugs and alcohol in the workplace to ensure safety.
- c) 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.

47. 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.

48. 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 by the employees 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 gang boxes or other 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 may be audited monthly by the employee's nominated supervisor. Details of both the initial inventory and subsequent audits are to be kept on site.
- d) The parties agree that the list of tools prescribed at Schedule C is a minimum requirement for employees.

49. 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 wear Company-provided protective clothing and uniforms at all times whilst on duty is a condition of employment.
- b) The Company will provide the uniform/protective clothing as required which will be replaced on a fair wear & tear basis.
- c) Employees may choose their own boots, provided they are approved for use by the Company by having met all of the relevant safety standards and be reimbursed up to a maximum of \$150.00.
- d) 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.

50. 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.

51. 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. In particular, this will require employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with the customer's specific requirements. Where necessary, training will be provided in these activities.

52. TRAINING

The Company will pay for the reasonable costs of an employee undertaking training or further education subject to the following conditions;

- a) Employees may be directed by the company to attend training or further education during working hours and/or outside of working hours and/or in addition to working hours.
- b) Where the company directs employees to attend training or further education necessary for the company's operations, Employees will attend such training or further education either during working time and/or in addition to their normal working time. The company will pay all the costs of this training or further education including applicable penalty rates if courses chosen by the company that are outside normal working hours.
- c) Where the company does not direct an employee to attend training or further education, the decision as to whether payment for training or further education will be made for the training or the further education itself, or for the employee's attendance at such training or further education, is at the sole discretion of the company.
- d) Where an employee requests the Company pay for training or further education which the Company considers is not relevant to its needs, the company may still agree to pay for such training or further education however the employee shall attend the training or further education outside of their own working time and the employee will not be paid any wages or other monies by the Company for the attendance at such training or further education.
- e) The Company shall only be required to pay for courses that are satisfactory complete.
- f) Where company has paid for any training or further education and the employee decides to terminate and/or abandon their employment from the Company within 12 months from the satisfactory completion of the said training, the employee agrees to repay all course and further education costs. These costs will have to be provided to the employee from the Company within 48 hours of the termination and/or abandonment notification and agreed upon before the final payment to the employee is made.

53. SIGNATORIES


Signed for and on behalf of the **Company** -


Witness Signature

CHRIS HUGHES
Witness Print Name

46 HARLEY CRESCENT.
Witness Address

CONDALL PARK NSW 2200
Witness Address (line 2)


Signature

Chris Mulvey
Print Name

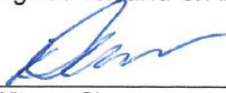
Director
Position Held

46 Harley Crescent
Address

Condall Park NSW
Address (line 2)

15.03.2022
Date

Signed for and on behalf of the **Employees** -


Witness Signature

KARL GIANNAVA
Witness Print Name


Signature

Kevin Eisenbuth
Print Name

Supervisor
Position Held

Witness Address

Address

Witness Address (line 2)

Address (line 2)

15/3/22
Date

SCHEDULE A – WORKER DEFINITIONS

Labourer (Grade 1 – 3); means an employee who engages in civil, electrical, electronic or communications work and is not classified as a Tradesperson's Assistant or higher classification.

Trades Assistant (Grade 4 – 10); means an employee engaged in assisting a tradesperson or civil operator provided that such assistance shall not include the carrying out of work usually regarded as that of a tradesperson.

Driver / Operator (Grade 8 – 9); means an employee who holds a certificate of registration or licence as a truck or machine operator issued by accredited company or relevant authority.

Tradesperson (Grade 11); means a person who has served the requisite apprenticeship or holds a Certificate of recognition as a trades person issued by an Australian apprenticeship authority or a Tradesman's Certificate issued by the Local Electrical Trades Committee constituted under the Tradesman's Rights Regulations Act 1946-1966.

Licensed Tradesperson (Grade 12); means a person who 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. Who may be required to be in charge of apprentices and less than 5 other tradesmen and or Civil Operators trades assistants or Labourers including themselves on a specific project.

Team Leader (Grade 13 - 14); means a licenced electrical Tradesperson (Grade 12) who is placed in charge of work on which Employees are engaged in addition to themselves. This position leads and supervises the work to be carried out by Employees and ensures that the work is compliant and in accordance with Australian and Company Standards.

GRADE	CLASSIFICATION
GRADE 1	Labourer – Unskilled
GRADE 2	Labourer – Unskilled Senior
GRADE 3	Labourer - Skilled
GRADE 4	Trade Assistant
GRADE 5	Trade Assistant
GRADE 6	Trades Assistant – Electrical
GRADE 7	Trades Assistant – Electrical
GRADE 8	Trade Assistant Driver / Operator
GRADE 9	Trade Assistant Driver / Operator
GRADE 10	Trade Assistant – Senior
GRADE 11	Tradesperson
GRADE 12	Licensed Tradesperson
GRADE 13	Team Leader Grade 1
GRADE 14	Team Leader Grade 2

Note – Grading decisions where applicable are at the discretion of the company based on an assessment of the employees' skills, performance, and the business requirements.

ELECT ENERGY ENTERPRISE AGREEMENT 2022

SCHEDULE B – RATES OF PAY

RATES APPLYING FROM THE FIRST FULL PAY AFTER FWC Approval			
Classification	Description	All-Purpose hourly rate	Productivity Allowance per hour worked
GRADE 1	Labourer – Unskilled	\$26.80	\$1.00
GRADE 2	Labourer – Unskilled Senior	\$27.88	\$1.00
GRADE 3	Labourer - Skilled	\$28.95	\$1.00
GRADE 4	Trade Assistant	\$32.16	\$1.50
GRADE 5	Trade Assistant	\$33.77	\$1.50
GRADE 6	Trades Assistant – Electrical	\$34.31	\$1.50
GRADE 7	Trades Assistant – Electrical	\$34.84	\$1.50
GRADE 8	Trade Assistant Driver / Operator	\$35.38	\$1.50
GRADE 9	Trade Assistant Driver / Operator	\$36.45	\$1.80
GRADE 10	Trade Assistant – Senior	\$38.60	\$1.80
GRADE 11	Tradesperson	\$40.74	\$1.80
GRADE 12	Licensed Tradesperson	\$43.96	\$1.80
GRADE 13	Team Leader - Grade 1	\$48.25	\$2.80
GRADE 14	Team Leader - Grade 2	\$48.25	\$3.80

RATES APPLYING FROM THE FIRST FULL PAY AFTER 1st March 2023			
Classification	Description	All-Purpose hourly rate	Productivity Allowance per hour worked
GRADE 1	Labourer – Unskilled	\$27.07	\$1.00
GRADE 2	Labourer – Unskilled Senior	\$28.16	\$1.00
GRADE 3	Labourer - Skilled	\$29.24	\$1.00
GRADE 4	Trade Assistant	\$32.48	\$1.50
GRADE 5	Trade Assistant	\$34.11	\$1.50
GRADE 6	Trades Assistant – Electrical	\$34.82	\$1.50
GRADE 7	Trades Assistant – Electrical	\$35.36	\$1.50
GRADE 8	Trade Assistant Driver / Operator	\$35.91	\$1.50
GRADE 9	Trade Assistant Driver / Operator	\$37.00	\$1.80
GRADE 10	Trade Assistant – Senior	\$39.18	\$1.80
GRADE 11	Tradesperson	\$41.35	\$1.80
GRADE 12	Licensed Tradesperson	\$44.62	\$1.80
GRADE 13	Team Leader - Grade 1	\$48.97	\$2.80
GRADE 14	Team Leader - Grade 2	\$48.97	\$3.80

ELECT ENERGY ENTERPRISE AGREEMENT 2022

RATES APPLYING FROM THE FIRST FULL PAY AFTER FWC 1st September 2023			
Classification	Description	All-Purpose hourly rate	Productivity Allowance per hour worked
GRADE 1	Labourer – Unskilled	\$27.34	\$1.00
GRADE 2	Labourer – Unskilled Senior	\$28.44	\$1.00
GRADE 3	Labourer - Skilled	\$29.53	\$1.00
GRADE 4	Trade Assistant	\$32.81	\$1.50
GRADE 5	Trade Assistant	\$34.45	\$1.50
GRADE 6	Trades Assistant – Electrical	\$35.35	\$1.50
GRADE 7	Trades Assistant – Electrical	\$35.89	\$1.50
GRADE 8	Trade Assistant Driver / Operator	\$36.45	\$1.50
GRADE 9	Trade Assistant Driver / Operator	\$37.55	\$1.80
GRADE 10	Trade Assistant – Senior	\$39.77	\$1.80
GRADE 11	Tradesperson	\$41.97	\$1.80
GRADE 12	Licensed Tradesperson	\$45.29	\$1.80
GRADE 13	Team Leader - Grade 1	\$49.71	\$2.80
GRADE 14	Team Leader - Grade 2	\$49.71	\$3.80

RATES APPLYING FROM THE FIRST FULL PAY AFTER 1st March 2024			
Classification	Description	All-Purpose hourly rate	Productivity Allowance per hour worked
GRADE 1	Labourer – Unskilled	\$27.61	\$1.00
GRADE 2	Labourer – Unskilled Senior	\$28.72	\$1.00
GRADE 3	Labourer - Skilled	\$29.83	\$1.00
GRADE 4	Trade Assistant	\$33.13	\$1.50
GRADE 5	Trade Assistant	\$34.79	\$1.50
GRADE 6	Trades Assistant – Electrical	\$35.88	\$1.50
GRADE 7	Trades Assistant – Electrical	\$36.43	\$1.50
GRADE 8	Trade Assistant Driver / Operator	\$37.00	\$1.50
GRADE 9	Trade Assistant Driver / Operator	\$38.11	\$1.80
GRADE 10	Trade Assistant – Senior	\$40.36	\$1.80
GRADE 11	Tradesperson	\$42.60	\$1.80
GRADE 12	Licensed Tradesperson	\$45.97	\$1.80
GRADE 13	Team Leader - Grade 1	\$50.45	\$2.80
GRADE 14	Team Leader - Grade 2	\$50.45	\$3.80

ELECT ENERGY ENTERPRISE AGREEMENT 2022

RATES APPLYING FROM THE FIRST FULL PAY AFTER 1st September 2024			
Classification	Description	All-Purpose hourly rate	Productivity Allowance per hour worked
GRADE 1	Labourer – Unskilled	\$27.89	\$1.00
GRADE 2	Labourer – Unskilled Senior	\$29.01	\$1.00
GRADE 3	Labourer - Skilled	\$30.13	\$1.00
GRADE 4	Trade Assistant	\$33.47	\$1.50
GRADE 5	Trade Assistant	\$35.14	\$1.50
GRADE 6	Trades Assistant – Electrical	\$36.42	\$1.50
GRADE 7	Trades Assistant – Electrical	\$36.98	\$1.50
GRADE 8	Trade Assistant Driver / Operator	\$37.55	\$1.50
GRADE 9	Trade Assistant Driver / Operator	\$38.69	\$1.80
GRADE 10	Trade Assistant – Senior	\$40.97	\$1.80
GRADE 11	Tradesperson	\$43.24	\$1.80
GRADE 12	Licensed Tradesperson	\$46.66	\$1.80
GRADE 13	Team Leader - Grade 1	\$51.21	\$2.80
GRADE 14	Team Leader - Grade 2	\$51.21	\$3.80

RATES APPLYING FROM THE FIRST FULL PAY AFTER 1st March 2025			
Classification	Description	All-Purpose hourly rate	Productivity Allowance per hour worked
GRADE 1	Labourer – Unskilled	\$28.17	\$1.00
GRADE 2	Labourer – Unskilled Senior	\$29.30	\$1.00
GRADE 3	Labourer - Skilled	\$30.43	\$1.00
GRADE 4	Trade Assistant	\$33.80	\$1.50
GRADE 5	Trade Assistant	\$35.49	\$1.50
GRADE 6	Trades Assistant – Electrical	\$36.96	\$1.50
GRADE 7	Trades Assistant – Electrical	\$37.53	\$1.50
GRADE 8	Trade Assistant Driver / Operator	\$38.11	\$1.50
GRADE 9	Trade Assistant Driver / Operator	\$39.27	\$1.80
GRADE 10	Trade Assistant – Senior	\$41.58	\$1.80
GRADE 11	Tradesperson	\$43.89	\$1.80
GRADE 12	Licensed Tradesperson	\$47.36	\$1.80
GRADE 13	Team Leader - Grade 1	\$51.98	\$2.80
GRADE 14	Team Leader - Grade 2	\$51.98	\$3.80

ELECT ENERGY ENTERPRISE AGREEMENT 2022

RATES APPLYING FROM THE FIRST FULL PAY AFTER 1st September 2025			
Classification	Description	All-Purpose hourly rate	Productivity Allowance per hour worked
GRADE 1	Labourer – Unskilled	\$28.45	\$1.00
GRADE 2	Labourer – Unskilled Senior	\$29.60	\$1.00
GRADE 3	Labourer - Skilled	\$30.73	\$1.00
GRADE 4	Trade Assistant	\$34.14	\$1.50
GRADE 5	Trade Assistant	\$35.85	\$1.50
GRADE 6	Trades Assistant – Electrical	\$37.52	\$1.50
GRADE 7	Trades Assistant – Electrical	\$38.10	\$1.50
GRADE 8	Trade Assistant Driver / Operator	\$38.69	\$1.50
GRADE 9	Trade Assistant Driver / Operator	\$39.86	\$1.80
GRADE 10	Trade Assistant – Senior	\$42.21	\$1.80
GRADE 11	Tradesperson	\$44.55	\$1.80
GRADE 12	Licensed Tradesperson	\$48.07	\$1.80
GRADE 13	Team Leader - Grade 1	\$52.76	\$2.80
GRADE 14	Team Leader - Grade 2	\$52.76	\$3.80

RATES APPLYING FROM THE FIRST FULL PAY AFTER 1st March 2026			
Classification	Description	All-Purpose hourly rate	Productivity Allowance per hour worked
GRADE 1	Labourer – Unskilled	\$28.73	\$1.00
GRADE 2	Labourer – Unskilled Senior	\$29.89	\$1.00
GRADE 3	Labourer - Skilled	\$31.04	\$1.00
GRADE 4	Trade Assistant	\$34.48	\$1.50
GRADE 5	Trade Assistant	\$36.21	\$1.50
GRADE 6	Trades Assistant – Electrical	\$38.08	\$1.50
GRADE 7	Trades Assistant – Electrical	\$38.67	\$1.50
GRADE 8	Trade Assistant Driver / Operator	\$39.27	\$1.50
GRADE 9	Trade Assistant Driver / Operator	\$40.45	\$1.80
GRADE 10	Trade Assistant – Senior	\$42.84	\$1.80
GRADE 11	Tradesperson	\$45.22	\$1.80
GRADE 12	Licensed Tradesperson	\$48.79	\$1.80
GRADE 13	Team Leader - Grade 1	\$53.55	\$2.80
GRADE 14	Team Leader - Grade 2	\$53.55	\$3.80

SCHEDULE C – ALLOWANCES

<p>Living Away from Home Allowance <i>Paid in accordance with clause 30.</i></p>	<p>Company pays for accommodation & pays additional \$70.00 / Night for Meals & out of pocket expenses.</p>
<p>Motor Vehicle Allowance <i>Paid in accordance with clause 13 e).</i></p>	<p>\$0.80 cents per kilometre</p>

SCHEDULE D – EMPLOYEE TOOL KIT

TOOL LIST FOR ELECTRICIANS AND ELECTRICAL TRADES ASSISTANTS

The following tools are considered adequate for most circumstances of Electrical trades to complete activities for Elect Energy Pty Ltd.

Each Employee is required to maintain and have a complete set of the following hand tools which they will maintain themselves.

- Allen Keys - set of imperial and metric
- Combination square
- Lug crimping tool (small)
- Chisels - wood chisel (20mm and 25mm, Scutch, Cold_25mm, Point)
- Conduit cutters PVC
- Drills, set of high speed twist 1mm and 12mm, 1 set hole saw blades
- Drills - Electrical and cordless
- Files - Flat, round, rat tail
- Hacksaws - Standard, junior
- Hammers, Claw, Clump 1.5kg Key Hole Saw
- Knife
- Pliers - Long nose insulated, combination
- Punches, centre
- Screw Drivers - Small, medium, large, Phillips head, side cutters insulated
- Spanners - open ended set, ring, socket set all 10mm to 25mm
- Spanners - Adjustable 200mm (ie shifting), one adjustable 300mm
- Speed Bores - 20 / 25/30 mm
- Spirit Level
- Stilts on Wrench 450mm
- Tapes - 3 meter Measuring Taps - set of two 8mm
- Tap wrench
- Tin snips
- Tool box and lock
- Test lamps
- Torch - insulated
- Trowel
- Vice Grips
- Wire strippers
- Wiring rules book (current edition and amendment's)

TOOL LIST FOR LABOURERS AND TRADES ASSISTANTS

Each employee is to maintain a set of tools as set out below

SUPPLIED BY ELECT ENERGY

- Rake
- Spud Bar
- Square Mouth Shovel
- Long Handle Plumbers Shovel
- Broom

EMPLOYEE TO PROVIDE

- Tool box with lid for the following tools
- Concrete float
- Cold Chisel
- Spirit Level 4ft
- Screw Drivers
- Hammer (claw)
- 90 degree Square
- Hammer (lump)
- Lifting keys
- Saw Hand - to cut conduit
- Tape measure – 5 metre
- Pinch Bar
- Brickies string line
- Allen Keys
- 12 inch shifter
- Multi Grips
- Tie wire nips
- Pliers
- Stanley Knife
- Hacksaw

Employee is responsible for any item supplied by Elect Energy

If an Employee loses any tools supplied by Elect Energy then they must replace at own cost

To have any tools replaced after wear and tear please hand in to your Supervisor

The Fair Work Commission

FWC Matter: AG2022/910

Applicant: Star Electrical Co Pty Ltd

Application for the approval of

Elect Energy Pty Ltd Enterprise Agreement 2022

Section 185 – Application for approval of a single enterprise agreement.

Undertaking – Section 190

Thursday, 14 April 2022

I, Christopher Mulvey, Director of the Star Electrical Co Pty Ltd & Elect Energy Pty Ltd, give the following undertakings with respect to the ***Elect Energy Pty Ltd Enterprise Agreement 2022 (Agreement)***:

1. I have the authority to provide this undertaking in relation to the application before the Fair Work Commission.
2. In respect of clauses 13(h), 34(b), 38(c) of the Agreement, the Employer undertakes that it will not make any deduction from an employee's wage unless authorized by the employee in accordance with section 324 of the Act.
3. In respect of clause 31 of the Agreement, the Employer undertakes that whilst this clause is silent on the matter, an employee has the right to be represented in any dispute resolution process, in accordance with 186 of the Act.
4. In respect of **Casual Employees** and minimum engagement period, the Employer undertakes that it will treat employees no less favourably than clause 11.6 of the Award.
5. In respect of **Casual Employees** and compounded loading, the Employer undertakes that it will treat employees no less favourably than clause 20.1(b) of the Award
6. In respect of **Part Time Employees** and agreed hours of work, the Employer undertakes that it will treat employees no less favourably than clause 10.4 of the Award
7. In respect of **Casual and Part Time Employees** and the overtime payments, the Employer undertakes that it will treat employees no less favourably than set in clauses 20.1(a) and 20.1(b) and of the Award as applicable.

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

Regards

Elect Energy Pty Limited
Star Electrical Co Pty Ltd



Chris Mulvey
Director