



# DECISION

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

**Star Electrical Co Pty Ltd**  
(AG2024/348)

## **STAR ELECTRICAL CO PTY LTD WOLLONGONG ENTERPRISE AGREEMENT 2023**

Electrical contracting industry

DEPUTY PRESIDENT EASTON

SYDNEY, 21 MAY 2024

*Application for approval of the Star Electrical Co Pty Ltd Wollongong Enterprise Agreement 2023.*

[1] Star Electrical Co Pty Ltd (**the Employer**) has made an application for the approval of the *Star Electrical Co Pty Ltd Wollongong Enterprise Agreement 2023* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 May 2024. The nominal expiry date of the Agreement is 21 May 2028.



DEPUTY PRESIDENT

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**Annexure A**

**IN THE FAIR WORK COMMISSION** *Fair Work Act 2009 (Cth) ("FW Act")*

**Matter number:** AG 2024/348

**Employer:** Star Electrical Co Pty Ltd (**Employer**)

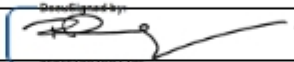

**Application:** Section 185 – Application for approval of a single enterprise agreement, namely the Star Electrical Co Pty Ltd – Wollongong Enterprise Agreement 2023 (**Agreement**)

**Undertaking – Section 190**

I, Ryan Davey, Head of People, Culture and Communications, have the authority given to me by Star Electrical Co Pty Ltd to give the following undertakings with respect to the Star Electrical Co Pty Ltd – Wollongong Enterprise Agreement ("the **Wollongong Agreement**"):

1. no employee engaged in the Star Electrical Co Pty Ltd Sydney Construction or Sydney Engineering & Infrastructure Divisions who works under the Star Electrical Co Pty Ltd & ETU NSW/ACT Construction Union Agreement 2022-2025 will be engaged under the Wollongong Agreement.
2. With respect to clause 9 in the Wollongong Agreement – Employee Engagement – the clause will be taken to read as follows:

*The Agreement states that part-time employees may, from time to time work 38 hours per week plus reasonable additional hours. A part-time employee will not be required to work outside the agreed 38 hours unless urgent and/or unforeseen circumstances intrude. In such a case, the overtime rates will be payable.*

Date signed:	20 May 2024
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Ryan Davey
Signature:	
Witness name:	Bryce Coleman
Witness signature:	



**STAR ELECTRICAL CO PTY LTD –  
WOLLONGONG  
ENTERPRISE AGREEMENT  
2023**

**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.**

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**1. TITLE OF AGREEMENT**

- a) This Agreement shall be known as the Star Electrical Co Pty Ltd Wollongong Enterprise **Agreement 2023**.

**2. KEY OBJECTIVES**

- a) This Agreement has been jointly developed by The Star Group of Companies with the Wollongong Division employees for 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 quality projects on time, within budget whilst providing job satisfaction and ongoing, full-time employment for employees.
- b) The primary objective of the Company is to provide safe, efficient and highly productive labour to its client's. The performance of every employee is critical to achieving the Company's objectives and the employee agrees to actively co-operate with the Client's management and supervision to achieve high levels of safety, productivity and cost effective operations.
- c) The parties to this Agreement share the following objectives:
- (i) To promote a safety-first attitude, where all parties accept responsibility for the requirement to maintain, work practices and a working environment that is safe.
  - (ii) To improve the efficiency and productivity of the Company through the real change in the way employees carry out their core tasks.
  - (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 promote the removal of unnecessary barriers that may prevent the full utilisation of the skills of the Company's workers and build a customer focused, flexible workforce.
  - (v) To anticipate and utilise new technologies, subject to appropriate training, to enhance the competitive position of the Company.
  - (vi) To implement quality assurance techniques where they relate directly to the performance of employment duties.
  - (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 open communication between all parties and low rates of dispute and eliminate lost time due to dispute.
  - (ix) It is recognised by the parties that the Electrical and Communications Construction Industry needs to increase participation of Indigenous Australians and the parties



commit to developing and implementing measures with a view to encouraging and assisting Indigenous Australians to seek and maintain employment in the Electrical and Communications contracting construction industry.

- (x) 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.
- (xi) 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.
- (xii) 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.
- **Award** means the Electrical, Electronic and Communications Contracting Award 2020 (MA000025).
- **Base Rate of Pay** is defined in accordance with the FW Act.
- **Code** means the *Code for the Tendering and Performance of Building Work 2016* (the Building Code) and any other legislative instrument that supplements or replaces this.
- **Company** means the Wollongong Division of Star Electrical Co Pty. Ltd.  
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 \$35 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.
- **Distant Work** is that in respect of which the distance or travelling facilities to and from such place of work make it reasonably necessary that an Employee should live and sleep at some other place other than his/her usual place of residence at the time of commencing such work.
- **Employee** means an employee of the Company's Wollongong Division who performs work within the scope of this Agreement.
- **FW Act** means the Fair Work Act 2009 (as amended).
- **FWC** means Fair Work Commission.
- **Immediate Family** in relation to carer's leave and Compassionate leave is a spouse, de-facto partner, child, parent, grandparent, grandchild or sibling of the employee a child, parent, grandparent, grandchild or sibling or a spouse or de facto partner of the employee.
- **Labour Hire Companies** means companies engaged by Star Electrical Company Pty Ltd for the sole purpose of supplying labour to carry out work covered by this agreement. In order to eliminate any doubt Subcontractors are excluded from this definition.
- **Major Construction Project** - a Construction project where the "Total Construction Value" is \$150 Million or more.
- **NES** means the National Employment Standards.
- **Nominal Hours** is defined in accordance with the FW Act.
- **Reasonable additional hours** as defined in accordance with the FW Act and clause 17 of this Agreement.

- **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.
- **Regional** - means a location not within the metropolitan area of an Australian Capital City
- **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 minor construction work where the Total Construction Value is less than \$35 Million. Service Work includes all work on all sites that are supervised by a Facilities Manager (FM) or System Integrator, owner or end user.
- **Service Technician** is as an employee of the Wollongong Division specifically employed to carry out the roll of a Service Technician as set out in Schedule A.
- **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.
- **Total Construction Value** - is defined as the value associated with the development application if available or alternatively as listed by Cordells, BCI or equivalent at the time of tender.
- **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 and the employees of the Wollongong Division.

**5. SCOPE & APPLICATION OF AGREEMENT**

- a) This Agreement applies to the Company in respect of its **Wollongong Division employees** falling into the classifications specified in Schedule 'A', unless the Company has entered into another registered agreement (approved by the FWC) for a specific site or project, in which case that specific agreement will replace this agreement for those employees only whilst working on that site or project.
- b) The Agreement will apply to the Employees of Company for work carried out within the Wollongong / South Coast Region and within Regional areas.
- c) The scope of this Agreement specifically **excludes** work on a **“Major Construction Project”** as defined.
- d) The scope of this Agreement specifically **excludes** work within the County of Cumberland, other than **“Service Work”** performed by Service Technicians.

**6. DATE AND PERIOD OF OPERATION**

- a) This Agreement shall come into operation seven days after approval by the FWC and will nominally expire 48 Months after approval.
- b) 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 Employees 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 FW 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 FW Act have been satisfied.
- c) Code Compliance Severability – In the event that the Code comes into force and a provision of this Agreement is deemed as being non-compliant with the Code, the parties will take all necessary steps to vary the Agreement so that a non-complaint provision of the Agreement is Code Compliant. Actions taken by a party under this clause is not an extra claim.

**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 FW Act as an award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a modern 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 and its Employee(s) to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice 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 the Electrical, Electronic and Communications Contracting Award 2020.

**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 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 1/38<sup>th</sup> 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 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 they must satisfy the requirements under the under the National Employment Standards (NES).
  - (iv) 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. NATIONAL EMPLOYMENT STANDARDS (NES)**

- a) The National Employment Standards (NES) always apply to an 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.

**11. CASUAL CONVERSION**

- a) A Casual Employee, other than an irregular Casual Employee, who has been engaged by the Company on a regular pattern of hours on an ongoing basis under this Agreement during a period of at least 6 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 6 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.

**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) 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 which will be the determining factors regarding the retrenchment of employees.; 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) 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.
- (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 FWC, 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 applicable Electrical, Electronic and Communications Contracting Award 2020 (MA000025).
- 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) **Fares** - 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'.
- e) **Travel** - Where an employee commences work on a site or a project, as opposed to the Company's office or workshop, the employee shall receive a "**Travel**" allowance as set out in Schedule 'B' under the heading "**Travel**".

Additionally, regarding **excess travel**:

- i) Provided that, where the site or project is more than 100km from the Company's office, workshop or the employees' usual place of residence **and** where the daily time of journeys to and from and a place of employment exceeds 3 hours per day the employee shall be paid the travel allowance and in addition shall be paid at ordinary time rate (except on a Sunday or a holiday when the rate shall be time and a half) for the journey time which exceeds 3 hours per day (excess travel time).
  - ii) In computing any "excess" travel time for a journey for the purpose of 13(e)i), Excess Travel Time, the following shall apply: The Return Journey time as per Google Maps (fastest route) less 3 hours.
  - iii) This subsection does not inhibit the provisions for distant work (see clause 28).
- f) **Productivity Allowance**
- i) 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.
  - ii) The Productivity Allowance is in compensation for **all non-expense related allowances**, excluding those otherwise specifically provided for in this Agreement, including but not limited to the allowances defined in the Electrical, Electronic and Communications Contracting Award 2020 (MA000025).



- g) **Team Leader Allowance**
- i) Where an employee is appointed by the Company to take on additional responsibility or is leading a larger team of workers on a site or project or on a particularly complex project, they shall be paid the “**Team Leader Allowance**” as prescribed in Schedule C for each week they undertake these duties. Note that a Team Leader appointment will be made on a project by project, as required basis as determined by the Company and is not a permanent appointment.
  - ii) The Team Leader allowance is not subject to any penalty addition or loading.
- h) **Meal Allowance** - 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. If an employee pursuant to such notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she shall be paid as above for meals which he/she has provided but which is surplus.
- i) **Motor Vehicle Allowance** - Employees who are requested to use their private vehicles for Company purposes or relocate to another project after commencement and agree to utilise 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.
- j) Where an Employee is engaged specifically as a “**Service Technician**” or “**Senior Service Technician**”, such an employee will be paid the rates and allowances set out in Schedule B of this agreement, and additionally no less than the current rates and allowances as set out in the Schedule B of the Company’s Sydney Service Enterprise Agreement if more favourable.
- k) Expense related allowances payable under this Agreement are identified in Schedule ‘C’ and elsewhere in this Agreement.
- l) 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 policies.
- m) **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.
- n) 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.

- o) Statement of Weekly Wage Rates; on or prior to pay day, the Company shall provide each employee with a statement showing all written particulars as prescribed by the FW Act.

#### **14. 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 of the days of the week, Monday to Friday. Once established, normal start and finish times may be varied by agreement between the Employer and Employee/s on a site or 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.
- i) Ordinary hours of work for a full-time employee shall be an average of 38 hours per week Monday to Friday (over a 4-week period), with 0.4 reasonable additional hours per day, that will (when worked) accrue towards a 7.6 hour RDO in a 4 week cycle.
- b) 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.
- c) Any employee engaged on a Saturday, Sunday or Public Holiday shall receive a minimum four hours pay at the appropriate penalty rate.
- d) Meal Breaks
- i) (i) A two-break is the standard practice, each employee is entitled to a paid 10-minute rest period ("Smoko") taken by the employees at approximately 9.00 am and an unpaid break of 30 minutes to be taken as close to the middle of the period of duty.
- ii) (ii) A one-break day may be implemented on a site or project, in certain circumstances with the agreement of the of the relevant employees and at the discretion of the company. The single break will be of a maximum duration of 30 minutes and the normal finishing time will be reduced by 30 minutes with no loss of ordinary time wages or overtime as the case may be in recognition of productivity increases.
- iii) A one-break day can only be implemented if the following conditions are met:
- the client's needs and requirements are met and maintained as first priority: and
  - the operational and commercial requirements of the business are met: and
  - the Company and all relevant employees agree.
- iv) 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 30minutes
- 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 Employer will as far as practically possible, provide at least seven days' notice of any change to shift rosters to affected 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.

**15. ROSTERED DAYS OFF**

- a) Unless varied as allowed above, in general employees shall work 8 hour days (a 40 hour week) and accrue 2 hours per week (based on the hours worked), to achieve 1 rostered day off per 4 week cycle. A new employee will be eligible for an RDO after achieving 7.6 hours RDO accrual. RDO Hours are only accrued based on hours worked and are not accrued when the employee is on any form of leave. 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 use, or paid out to offset reduced hours of pay.
- b) The parties agree to balance flexibility with certainty with regard to the use of this RDO accrual.
- c) The management in regard to 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) The Company may direct an Employee to take an RDO if their work site is closed for a site RDO or redirect an Employee to an alternative site.
  - (ii) It is recognised that there is merit in scheduling RDO's adjacent to public holiday weekends and having these as non-working weekends to enable quality paid leisure time. 1 week prior to a public holiday weekend, an employee shall nominate to the Company that they wish to schedule an RDO. The Company shall approve any employee RDO nomination unless it has a genuine client or operational reasons for not doing so.
  - (iii) RDO's may be banked at a maximum of 5 days in any 12 month period; once five RDO's have been banked they must be taken prior to Annual Leave being approved.
  - (iv) Upon termination of employment, any rostered days off banked by the employee will be paid out at ordinary rates.
  - (v) Where an accrued RDO is to be taken, application for such time shall be sought giving at least forty-eight hours' notice.
  - (vi) 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.

**16. 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) 'Short Term Shift' means successive afternoon or night shifts that do not continue for a full cycle (i.e., 5 shifts for 8 hour shifts).

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. 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;
  - Such ordinary hours shall be worked continuously except for meal breaks taken at the discretion of the Company;
  - 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 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 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) Short Term Shifts. 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. For clarity, the ordinary hours outside the short term shift are paid at the Employee's ordinary rate.

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 8 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.

The shift allowance payments in (d) to (f) above constitute ordinary time earnings and as such are subject to superannuation guarantee payment payments. The overtime allowance in (g) is not ordinary time earnings and is not subject to the superannuation guarantee payment.

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.

**17. 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 an employer to work are reasonable additional hours, all relevant factors must be taken into account. Those factors may include, but are not limited to, the following:
  - (i) any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;
  - (ii) the employee's personal circumstances (including family responsibilities);
  - (iii) the operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work the additional hours;
  - (iv) any notice given by the employer of the requirement or request that the employee works the additional hours;
  - (v) any notice given by the employee of the employee's intention to refuse to work the additional hours;
  - (vi) whether any of the additional hours are on a public holiday;
  - (vii) The employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the additional hours.
- c) An employee may refuse to work additional hours in circumstances where the working of such additional hours would be unreasonable.

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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 mutual agreement between the company and the majority of employees affected on each site. For work done during meal hours and thereafter until a meal break is allowed, time and a half rates shall be paid.

i) Unless the period of overtime is less or equal to 1½ 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 the relevant overtime rate 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. This clause shall not apply to employees who are 'on call' and are recalled to work when the actual time worked is less than 3 hours on such recall or on subsequent recalls.



**18. ANNUAL LEAVE**

- a) An employee(s) entitlement to annual leave under this Agreement shall, from the date of lodgement 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,
  - i) Employees engaged as 'shift workers' are entitled to five weeks paid annual leave per annum.
- c) Annual leave shall be paid at the base rate of pay applicable under this Agreement, plus an annual leave loading of 17.5%.
- d) Annual leave will accrue and be credited each week to each employee on a pro-rata basis of nominal hours worked or paid.
- e) Where an employee has more than 6 weeks annual leave entitlement accrued to him, the Company may direct the employee or the employee may elect to take annual leave by providing a minimum four weeks notice. Such direction or election shall only apply to the accrued leave credits owing to the employee.
- f) 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.
- g) 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%
- h) 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.
- i) 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.

**19. 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 employee's entitlement to paid personal carer's leave shall accrue and be credited progressively in accordance with the NES.

**20. 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 appropriate 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.

**21. 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 or household** who requires special 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 the NES.
- 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.

**22. 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 compassionate leave for the purposes of spending time with a person who:
  - i) is a member of the employee's **immediate family or household**; and
  - ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
  - iii) After the death of a member of the employee's immediate family
- c) 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.
- d) 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.
- e) Payment for paid compassionate leave shall be in accordance with the NES.

**23. PARENTAL LEAVE**

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

**24. LONG SERVICE LEAVE**

- a) An employee is entitled to long service leave in accordance the applicable State legislation.

**25. FAMILY AND 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 `10 days' paid 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.

## **26. JURY SERVICE**

- a) Under the FW Act, employers must pay full-time and part-time employees '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 from the government and the employee's **base pay rate for the ordinary hours** they would have worked.
- b) If an Employee is required to attend Jury service, the Employee must:
  - (i) notify the Company as soon as possible of the date on which the Employee is required to attend the Jurys service; and
  - (ii) provide the Company with proof that he or she did actually attend for that Jury service, including details about the length of attendance and the amount received for the Jury service.
- c) On receipt of evidence of the amount paid to the employee for Jury service, the Company will pay the Employee for each ordinary work day the difference between the amount received for the Jury service and the basic all-purpose daily rate they would have received had they been at work, excludes allowances, (for up to 10 days maximum).

**27. 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 with out loss of pay for an Annual Company Picnic Day, to be held on a date agreed between the employees and the Company each year.

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

- a) Where an employee volunteers or requests to be transferred to a distant site, they shall not be entitled to living away allowances or travel expenses.
- b) Where an employee is specifically requested or directed to transfer to a distant site, they shall be entitled to:
  - i. Payment of a Living away from home allowance as set out in schedule C (but such allowance shall not be wages),
  - ii. Or at the discretion of the Company and by agreement with the employee, the Company may provide with / or reimbursed for the actual costs of reasonable board and lodging in lieu of the allowance.

Note – Distant work can be classified as either:

“Short Term” is less than a full week in any one location (includes a milk run), or

“Long Term” is a minimum of 1 full week in one location.

- c) All arrangements regarding long term work at distant sites shall be formalised in writing and witnessed by another employee. The selection of employees for away work shall be solely at the discretion of the Company.
- d) **Travelling Time Payment to and from Distant Work** - An employee travelling to or from distant work shall be paid for the time occupied in such travel at ordinary time rates up to a maximum of 12 hours out of every 24 hours, or where a sleeping berth is provided, a maximum of 8 hours out of every 24 hours. Noting that where an employee is traveling on a Sunday or a holiday the rate for traveling time shall be time and a half.
- e) Return Trips. Employees on 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.

**29. 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 employee's shall relocate to an alternate area or site that 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 can not 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.
  - (vii) All steps above must be fully exhausted before this referral may occur.
  - (viii) 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.
  - (ix) 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, the Implementation Guidelines for the National Code of Practice for the Construction Industry and the Code.
  - (x) This dispute settling Procedure will apply to disputes about this agreement and the NES

**30. GROUP TRAINING APPRENTICES AND TRAINEES**

- a) The Company recognises the importance of continuously training people into the Electrical Industry and the critical importance of having quality apprentices in the Company. The Company also has experienced the benefit of using group training apprentices. The Company will continue to host apprentices as an integral part of the Company's operations and will continue to source apprentices from established and credible group training companies that will work with the Company to provide flexible and quality training outcomes.
- b) The Company does not directly employ apprentices or trainees.

**31. 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) 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 hours of work.

<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

- c) A 'Weeks Pay' means the ordinary time gross all-purpose rate of pay for the employee concerned at the date of termination.



**32. PROVISION FOR REDUNDANCY (SEVERANCE PAY)**

- 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 31 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 the fund on behalf of employees. The value of contributions paid by the company shall be as is set out in Schedule B for each week they are at work or on authorised 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.

**33. 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 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.***

**34. 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 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 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, affected employees may be required to attend tool box meetings, work planning sessions or skills development activities.

**35. TRANSFER OF LABOUR**

- a) 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.

**36. 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 license. Employees must notify the Company of any changes to their driver's license 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 must prior to driving a Company vehicle sign the motor vehicle agreement and agree to comply with the Company "Motor Vehicle Policy".

**37. 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 strict accordance with the Company Mobile Phone Policy.
- c) An employee(s) agrees to reimburse the Company for any personal calls made or data used 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.

**38. 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, currently EISS. Employees may elect to change funds a maximum of once in each 12 months.
- c) For the purposes of this clause ordinary time earnings shall include:-
  - o Weekly wage rate
  - o Travel time payments
  - o Travel allowance
  - o The 20% Casual additional rate
  - o Productivity allowance
  - o Public holiday payments
  - o Annual leave payments
  - o Shift allowances
  - o Personal/Carers leave
  - o Compassionate Leave
  - o Over-Agreement payments
  - o Payments in lieu of notice
  - o Major Construction Works Allowance.
  - o Or any other amount deemed OTE under the relevant legislation.
- d) Ordinary time earnings for the purposes of this clause shall not include:
  - o Overtime payments
  - o Living Away Allowance
  - o Fares and excess fares allowances
  - o Workers' Compensation payments
  - o Redundancy payments
  - o Entitlements paid upon termination of employment
  - o Fringe benefits tax benefits

**39. ON CALL AND RECALL TO WORK**

- a) Where an employee has agreed to be **ON-CALL** 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; and
  - ii) Be at all times ready, willing and able to attend to any and all call-outs they may receive or be directed by the Company to attend.
  - iii) An employee on-call must at all times comply with the company fit for work policy.
  - iv) Be paid a weekly On Call Allowance in accordance with schedule C and also a minimum of four hours paid at the appropriate rate in the event of a call out/s.
  - v) All parties agree that employees who are “On Call” and who are called out shall not be entitled to “stand down” as a call out does not constitute a shift, unless the hours actually worked for a call out or multiple call outs extends for more than 7 hours,
  - vi) A call out will commence upon a Technician leaving home to attend a call and be completed upon return to home.
  - vii) At all times management must give due consideration must be given to the risks of fatigue in accordance with the Star Group fatigue management procedure and the individual employees’ condition.
- b) An Employee **Recalled to work** after leaving the work premises, after the completion of a shift, **shall be paid a minimum of four hours work** at the appropriate rate for each time he or she is so recalled. This will not apply where it is customary for an employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous with the completion or commencement of ordinary working time.

**40. DISCIPLINE**

- a) Each employee will be regularly assessed by the Company. If you are performing well, this will be reflected in your assessment. However, if your performance or behaviour does not meet required standards, you will be made aware of your deficiencies and given the opportunity to correct these deficiencies. In these circumstances usually you will receive a verbal warning from your supervisor; if your performance is still unsatisfactory your supervisor will again warn you and keep a written record of the warning. If the problems continue you would receive a final warning notice after which your employment may be terminated.

**41. 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:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
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 by the FW Act.
- 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.

**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) 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.
- c) Termination of employment by abandonment in accordance with clause 43 b) 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. OCCUPATIONAL HEALTH & SAFETY**

- a) The parties acknowledge and agree that a safe and secure workplace is critically important, the Company cannot accept acts which disregard safety procedures,
- b) Employees will:
  - (i) Comply with all applicable Occupational 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 occupational health and safety practices 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 or Site Specific OH&S requirements whilst on site.

**44. 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 compliance with Company policies is essential to ensure the safety employees and others.
- 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;

**45. SMOKING / VAPING**

- a) Smoking and or Vaping is not allowed in any site offices, mess/change sheds or sanitary facilities; or any other amenities where appropriate signage is displayed.
- b) Smoking and or Vaping is not allowed within the confines or the premises of clients/customers or in any Company vehicles.

**46. 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 gang boxes or other company storage facility the company shall re-purchase the tools stolen to a maximum of \$1,600 in total.
- c) This payment is subject to the company being provided with an inventory of tools upon the commencement, which is audited monthly by the employee's nominated supervisor. Details of both the initial inventory and subsequent audits are to be kept on site.
- d) An employee's hourly rate includes a tool allowance. The Parties agree that the list of tools prescribed at Schedule D is a minimum requirement for Tradespersons and Apprentices 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.

**47. 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) 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:
  - Four (4) pairs of pants
  - Four (4) Long Sleeve Shirts
  - One pair of boots
  - One winter Jacket or Sloppy Joe
  - Overalls may be taken in lieu of pants and shirts.
- c) Company supplied boots shall be of a brand and style agreed to by the consultative committee, alternatively employees may choose to purchase their own boots, provided they comply with relevant safety standards, and documentation is provided, employees will be reimbursed up to the maximum value set out in Schedule C.
- d) Other protective clothing will be provided on an as-required basis for project or activity to comply with OH&S requirements.
- e) Regular maintenance and cleaning of all clothing to maintain a professional appearance remains the responsibility of the wearer. Replacement will be on a “fair wear and tear” basis.
- f) The Company will provide safety glasses/goggles as required or, if an employee wears prescription glasses, the Company will reimburse the additional cost of obtaining hardened lenses up to an amount of \$200.00 in any 2-year period.

**48. INCOME PROTECTION SCHEME**

- a) It is a term of the Agreement the Company will pay Income Protection Insurance (to a maximum of \$18.00) 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.

**49. 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.



**50. 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.

**51. CONSULTATIVE MECHANISM**

- a) The parties agree that a precondition for the effective operation of the Agreement is the establishment of consultative mechanisms within the Company. To this end, a Consultative Committee, comprising of Company appointed representatives and employee elected representatives should be established and maintained.
- b) The Company must ensure that:
  - there is no discrimination against elected employee representative/s; and
  - there is no disadvantage to elected employee representative/s
- c) 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.

**52. EMPLOYEE REPRESENTATIVE**

- a) The Company recognises the role of elected employee representatives, to represent employees, at the workplace on matters that pertain to the employment relationship between the Company and Employees. The parties acknowledge that only One (1) employee representative will be required given size of the workforce.
- b) In consultation with their immediate Supervisor, the employee representative will be allowed reasonable time during work hours, without disruption to the business, to interview Employees and/or consult with Management about grievances and matters directly affecting their employment with the Company.
- c) Where practically possible the Company will extend the usual courtesy of providing reasonable access to resources such as phone, photocopier, email and internet, and employee notice boards.

**53. NOTICE BOARD**

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

**54. ASBESTOS AWARENESS TRAINING**

- a) The Company will schedule an agreed asbestos awareness training course for every employee annually during normal working hours.
- b) Training will be undertaken within twelve months of the commencement of this Agreement for each Employee who has not already participated in the training and as soon as is practical for an Employee engaged after the commencement of this Agreement, not more than twelve (12) months after the Employee is first engaged in work covered by this Agreement.
- c) Employees will be paid their normal rate including all allowances while attending this training.

**55. MENTAL HEALTH AWARENESS & SUICIDE PREVENTION**

- a) The parties acknowledge that:
  - (i) suicide prevention of employees in the construction industry is an important issue;
  - (ii) Construction workers are more than twice as likely to suicide than other people in Australia.
  - (iii) Construction workers are six times more likely to die by suicide than through a workplace accident;
  - (iv) Apprentices in construction are two and a half times more likely to suicide than other young men their age;
  - (v) Mental health on construction sites is now accepted as an industry safety concern;
  - (vi) Employees can find it difficult to discuss feelings and emotions with colleagues at work, especially in the construction industry.
  - (vii) Accordingly, to try and reduce the chance of suicide by an employee, the Company agrees to provide mental health awareness training to all employees covered by this agreement annually, to recognise potentially suicidal behaviour and to give them the simple skills needed to intervene and to keep that employee safe until they can gain professional help. Such training is to be conducted by “Mates in Construction” or another similar program, during normal working hours.
  - (viii) Training will be undertaken within twelve months of the commencement of this Agreement for each Employee who has not already participated in the training and as soon as practicable for an Employee engaged after the commencement of this Agreement, not more than twelve (12) months after the Employee is first engaged in work covered by this Agreement.
  - (ix) Employees will be paid their normal rate while attending this training.

**56. INCLUSION AND DIVERSITY**

- a) The parties acknowledge that:
  - (i) Attracting and retaining a diverse range of people, including women, can promote productivity, as well as the industry's capability and capacity to deliver work.
  - (ii) The construction industry is one of the lowest ranked industries in Australia for female representation in the workforce.
  - (iii) Accordingly, to promote an inclusive work environment, the Company agrees to provide inclusion & diversity training to all Employees covered by this agreement.
  - (iv) Such training is to be conducted by the Company or another training provider, during normal working hours.
  - (v) Training will be undertaken within twelve months of the commencement of this Agreement for each Employee who has not already participated in the training and as soon as practicable for an Employee engaged after the commencement of this Agreement, not more than twelve months after the Employee is first engaged in work covered by this Agreement.
  - (vi) Employees will be paid their normal rate while attending this training.

**57. DRUG AND ALCOHOL AWARENESS TRAINING**

- a) The Company will schedule an agreed drug and alcohol awareness training course for every employee annually during normal working hours.
- b) The drug and alcohol awareness training course must include information about drug and alcohol rehabilitation and treatment services available to Employees.
- c) The provider for the drug and alcohol awareness training course will be agreed by the parties to this agreement. The Company will consult with employees about the agreed provider.
- d) Training will be undertaken within twelve months of the commencement of this Agreement for each Employee who has not already participated in the training and as soon as practicable for an Employee engaged after the commencement of this Agreement, not more than twelve (12) months after the Employee is first engaged in work covered by this Agreement.
- e) Employees will be paid their normal rate while attending this training.

**58. DRUGS & ALCOHOL POLICY**

- a) Employees shall be trained and inducted in any drug and alcohol policies that apply to them. Failure to do so shall mean that such policy cannot be applied to them.
- b) Notwithstanding the above, the following Drug and Alcohol principles shall apply:
  - (i) Where practicable, self-testing shall be available for alcohol.
  - (ii) Drug testing may be undertaken by oral fluid testing. The equipment used to perform the test shall be used, tested, and calibrated to the manufacturer's instructions and certified to AS 4760 (Processes for specimen collection and the detection and quantitation of drug in oral fluid). In the event drug testing utilises other than oral fluid testing, this shall be carried out in accordance with AS/NZS 4308:2008.
  - (iii) Alcohol testing may only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.
- c) Drug and Alcohol testing shall not be used to unfairly target employees.
- d) Any disputes in relation to, or in connection with Drug and Alcohol policies, testing and/or principles, are within the scope of, and shall be dealt with via, the dispute resolution procedure.
- e) Employees shall comply with the requirements prescribed in policies of the Company in relation to drugs and alcohol.

**59. CONSULTATIVE TERM (FWC MODEL TERM)**

1. This term applies if the employer:
  - a. 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
  - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Major change**

2. For a major change referred to in paragraph (1)(a):
  - a. the employer must notify the relevant employees of the decision to introduce the major change; and
  - b. subclauses (3) to (9) apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. If:
  - a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
5. As soon as practicable after making its decision, the employer must:
  - a. 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 employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b. 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.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
8. 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 employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

9. In this term, a major change is **likely to have a significant effect on employees** if it results in:
- a. the termination of the employment of employees; or
  - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d. the alteration of hours of work; or
  - e. the need to retrain employees; or
  - f. the need to relocate employees to another workplace; or
  - g. the restructuring of jobs.

### **Change to regular roster or ordinary hours of work**


10. For a change referred to in paragraph (1)(b):
- a. the employer must notify the relevant employees of the proposed change; and
  - b. subclauses (11) to (15) apply.
11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
12. If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
13. As soon as practicable after proposing to introduce the change, the employer must:
- a. discuss with the relevant employees the introduction of the change; and
  - b. 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 employer 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
  - c. 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).
14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
16. In this term:  
**relevant employees** means the employees who may be affected by a change referred to in subclause (1).


**60. FLEXIBILITY ARRANGEMENTS (FWC MODEL TERM)**

- (1) An employer 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:
  - (a) 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
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and
  - b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
  - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - a) is in writing; and
  - b) includes the name of the employer and employee; and
  - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - d) 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
  - e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the employer and employee agree in writing--at any time.

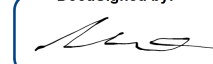
61. SIGNATORIES


Signed for and on behalf of the Company

DocuSigned by:  
  
Witness B1486F4C4C8F41B...  
Ryan Davey  
Print Name  
46 Harley Crescent, Condell Park NSW 2200  
Witness Address

DocuSigned by:  
  
899BA6CD1E80447...  
General Manager - Regional  
Position  
Bryce Coleman  
Print name  
46 Harley Crescent, Condell Park NSW 2200  
Address  
06 February 2024 | 12:51 PM PST  
Date

Signed for and on behalf of the Employees'

DocuSigned by:  
  
Witness B1486F4C4C8F41B...  
Aaron Sherriff  
Print Name  
U3/2 Fourth Avenue Unanderra NSW 2526  
Witness Address

DocuSigned by:  
  
B22F79609C164D3...  
Employee Representative  
Position  
Dane Grove  
Print name  
U3/2 Fourth Avenue, Unanderra NSW 2526  
Address  
06 February 2024 | 2:44 PM PST  
Date



## **SCHEDULE A– WORKER DEFINITIONS**

### **Electrical Worker Grade 1**

An “Electrical Worker Grade 1” is a general labourer not otherwise provided for in this Agreement.

### **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 tradesperson.

Without limiting the scope of the work to be performed, an Electrical Worker Grade 2 may for example, perform the following tasks or similar to the level of his/her training and competence:

- a) Unskilled tasks as directed to assist tradesperson;
- b) Cut to specified lengths - ducting, unistrut, conduit and other cable and support systems;
- c) Paints cable trays, ducts and conduits;
- d) Directly assists a tradesperson installing cable, conduit ducting and other cable enclosures or support systems;
- e) Chase walls and cleaning site;
- f) The clearance of vegetation in the vicinity of overhead power distribution lines.
- g) The maintenance and inspection of electricity distributions poles.
- h) Act as a Safety Observer (with appropriate skills & training)

### **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 without limiting the scope of the work to be performed the work described below to the level of his/her training and competence;

- a) Is qualified and required to drive or operate the Company’s machinery, plant or equipment incidental to his/her primary task or functions; or
- b) Inspects and test fire alarm or security alarm equipment; or
- c) Carry out testing & tagging in accordance with Australian Standards AS/NZS 3760.
- c) Under the supervision;
  - Installs radio, communications and related equipment including antenna; or
  - Installs fire alarm or security alarm equipment; or
  - Installs data and communication cabling.

*Provided that this person shall not undertake tasks requiring skills of a tradesperson.*

#### **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:

- a) Is accredited and employed to perform scaffolding or rigging; and
- b) Has worked for not less than one year as an electrical worker Grade 3 or has the equivalent experience in the installation of communications or electronics equipment and who, subject to skills, training and competence, under supervision where required carry out the following tasks;
  - Installation of radio, communications and related cabling and equipment including antennas or
  - Installs fire alarm or security alarm cabling and equipment; or
  - Installs, terminates, and tests data and communication cabling.
- d) Inspect and test 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.
- e) Carry out testing & tagging in accordance with Australian Standards AS/NZS 3760.

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

#### **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:

- a) **Holds a trade certificate** or tradesperson’s rights certificate in an electrical trade; or
- b) Has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
- c) Has successfully completed an appropriate instrumentation trade course; or
- d) Holds an appropriate electrical / refrigeration/ air conditioning trade certificate; or
- e) 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.

*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**

An “Electrical Worker Grade 5” is employed to use the skills acquired through the training and is licenced to perform the work and is an employee who:

- a) Holds a trade certificate or tradesperson’s rights certificate in an electrical trade (NSW Qualified Supervisor Certificate or an NSW Individual Electrical Contractors (Q) Licence); or
- b) Has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or
- c) Has successfully completed an appropriate instrumentation trade course; or
- d) Holds an appropriate refrigeration/air conditioning trade certificate; or
- e) Has successful completed an appropriate trade course in line work or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

### **Service Technician**

A “Service Technician” is employed to use the skills acquired through the training specified below and is an employee who has holds a trade certificate or electrical licence. A Service Technician will generally be work unsupervised, will be responsible for the direct client liaison and management of reactive service calls.

- a) 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; or
- b) Has successfully completed an appropriate trade certificate relating to electronics / communications / refrigeration / air conditioning or instrumentation or who has otherwise reached an equivalent standard of skills and knowledge in these areas.

### **Senior Service Technician**

A “Senior Service Technician” is a “Service Technician” employed to use the skills acquired through the training and experience. A Senior Service Technician will when required take on additional responsibility for the planning and organising work and other workers on site as well as client liaison.

- a) Senior Service Technician means any worker (not being a foreperson or Team Leader) who is placed in charge of a site, project and or work on which a larger team of employees, in addition to himself / herself who may be required to undertake additional responsibilities.

### **Team Leader**

A Team Leader means an Electrical Worker a Service Technician who is placed in charge of work and is employed to use the skills acquired through the training and / or experience.

- a) A Team Leader will when required take on the responsibility for the planning and organising work to be carried out on site and other Workers on such a site, project or for a client, working with Management or Project Manager.
- b) A Team Leader appointment is project or task specific, and an appointment is for the duration of a specific project or type of project only and these appointments are at the sole discretion of the Company.

**STAR ELECTRICAL CO PTY LTD  
WOLLONGONG AGREEMENT 2023**

**SCHEDULE B – WAGE RATES**

**On Commencement**

<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>
Electrical Worker Grade 1	\$31.50	\$1.25	\$16.00	\$28.00	\$25.00
Electrical Worker Grade 2	\$33.60	\$1.25	\$16.00	\$28.00	\$25.00
Electrical Worker Grade 3	\$35.70	\$1.25	\$16.00	\$28.00	\$25.00
Electrical Worker Grade 4	\$38.00	\$1.25	\$16.00	\$28.00	\$25.00
Electrical Worker Grade 4A	\$39.90	\$1.25	\$16.00	\$28.00	\$25.00
<b>Electrical Worker Grade 5</b>	<b>\$42.00</b>	<b>\$2.25</b>	<b>\$20.00</b>	<b>\$28.00</b>	<b>\$25.00</b>
Service Technician	\$46.45	\$2.25	\$22.00	\$28.00	\$40.00
Senior Service Technician	\$49.21	\$2.25	\$22.00	\$28.00	\$40.00

**1<sup>st</sup> December 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>	<b>MERT</b>
Electrical Worker Grade 1	\$32.76	\$1.25	\$16.00	\$29.00	\$25.00
Electrical Worker Grade 2	\$34.94	\$1.25	\$16.00	\$29.00	\$25.00
Electrical Worker Grade 3	\$37.13	\$1.25	\$16.00	\$29.00	\$25.00
Electrical Worker Grade 4	\$39.52	\$1.25	\$16.00	\$29.00	\$25.00
Electrical Worker Grade 4A	\$41.50	\$1.25	\$16.00	\$29.00	\$25.00
<b>Electrical Worker Grade 5</b>	<b>\$43.68</b>	<b>\$2.30</b>	<b>\$22.00</b>	<b>\$29.00</b>	<b>\$30.00</b>
Service Technician	\$47.85	\$2.25	\$22.00	\$29.00	\$50.00
Senior Service Technician	\$50.70	\$2.25	\$22.00	\$29.00	\$50.00

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**1<sup>st</sup> December 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>MERT</b>
Electrical Worker Grade 1	\$33.74	\$1.25	\$16.00	\$30.00	\$25.00
Electrical Worker Grade 2	\$35.99	\$1.25	\$16.00	\$30.00	\$25.00
Electrical Worker Grade 3	\$38.24	\$1.25	\$16.00	\$30.00	\$25.00
Electrical Worker Grade 4	\$40.71	\$1.25	\$16.00	\$30.00	\$25.00
Electrical Worker Grade 4A	\$42.74	\$1.25	\$16.00	\$30.00	\$25.00
<b>Electrical Worker Grade 5</b>	<b>\$44.99</b>	<b>\$2.30</b>	<b>\$22.00</b>	<b>\$30.00</b>	<b>\$35.00</b>
Service Technician	\$49.05	\$2.30	\$22.00	\$30.00	\$50.00
Senior Service Technician	\$51.97	\$2.30	\$22.00	\$30.00	\$50.00

**1<sup>st</sup> December 2026**

<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>
Electrical Worker Grade 1	\$34.76	\$1.50	\$17.00	\$30.00	\$30.00
Electrical Worker Grade 2	\$37.07	\$1.50	\$17.00	\$30.00	\$30.00
Electrical Worker Grade 3	\$39.39	\$1.50	\$17.00	\$30.00	\$30.00
Electrical Worker Grade 4	\$41.93	\$1.50	\$17.00	\$30.00	\$30.00
Electrical Worker Grade 4A	\$44.02	\$1.50	\$17.00	\$30.00	\$30.00
<b>Electrical Worker Grade 5</b>	<b>\$46.34</b>	<b>\$2.50</b>	<b>\$22.00</b>	<b>\$30.00</b>	<b>\$40.00</b>
Service Technician	\$50.27	\$2.50	\$22.00	\$30.00	\$50.00
Senior Service Technician	\$53.27	\$2.50	\$22.00	\$30.00	\$50.00

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**1<sup>st</sup> December 2027**

<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>
Electrical Worker Grade 1	\$35.80	\$1.50	\$17.00	\$30.00	\$35.00
Electrical Worker Grade 2	\$38.18	\$1.50	\$17.00	\$30.00	\$35.00
Electrical Worker Grade 3	\$40.57	\$1.50	\$17.00	\$30.00	\$35.00
Electrical Worker Grade 4	\$43.19	\$1.50	\$17.00	\$30.00	\$35.00
Electrical Worker Grade 4A	\$45.34	\$1.50	\$17.00	\$30.00	\$35.00
<b>Electrical Worker Grade 5</b>	<b>\$47.73</b>	<b>\$2.50</b>	<b>\$22.00</b>	<b>\$30.00</b>	<b>\$50.00</b>
Service Technician	\$51.53	\$2.50	\$22.00	\$30.00	\$50.00
Senior Service Technician	\$54.60	\$2.50	\$22.00	\$30.00	\$50.00

**SCHEDULE C – ALLOWANCES**

<p><b>Living Away from Home Allowance (Short Term)</b></p> <p><i>Short Term – means less than one week in any one location (will apply on a milk-run)</i></p> <p><i>Paid in accordance with clause 28.</i></p>	<p>\$180.00 per Night All Inclusive allowance for accommodation, meals &amp; out of pocket expenses: or</p> <p>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></p> <p><i>Long Term - means – a Minimum of one week in one location</i></p> <p><i>Paid in accordance with clause 28.</i></p>	<p>Company pays for accommodation &amp; pays additional \$70.00 / Night for Meals &amp; out of pocket expenses. or</p> <p>Company pays all-inclusive allowance of \$800.00 per week (pro rata for part weeks).</p>
<p><b>ON CALL Allowance</b></p> <p><i>Paid in accordance with clause 39.</i></p>	<p>\$280.00 per week of seven days (or Pro-Rata at \$40.00 per Day)</p> <p>Exception - On Call “for the pay week” which includes Christmas Day (25th Dec) will be \$350</p>
<p><b>Motor Vehicle Allowance</b></p> <p><i>Paid in accordance with clause 13) i.</i></p>	<p>95 cents per kilometre</p>
<p><b>Tool Allowance</b></p> <p><i>Incorporated in All Purpose hourly rate.</i></p>	<p>\$23.00 Per Week</p>
<p><b>Team Leader Allowance</b></p> <p><i>Paid in accordance with clause 13 g.</i></p>	<p>\$140 Per Week</p>
<p><b>Meal Allowance (overtime)</b></p> <p><i>Paid in accordance with clause 13 h.</i></p>	<p>\$25.00 Per Meal</p>
<p><b>Boot Reimbursement (maximum)</b></p> <p><i>Paid in accordance with clause 47 c.</i></p>	<p>\$175.00</p>



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**SCHEDULE D – EMPLOYEE TOOL KIT**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Indicative Manufacturer</b>
1	AS3000 Wiring Rules, <b>current edition</b>	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	Gyrocock 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
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

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<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Indicative Manufacturer</b>
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**

**Class:** Accident & Sickness Income Protection, Top Up & Journey Cover

<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 \$1800 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 \$1,800 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><i>Please Note - 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.</i></p>	

**Matter number:**

AG 2024/348

**Employer:**

Star Electrical Co Pty Ltd (**Employer**)

**Application:**

Section 185 – Application for approval of a single enterprise agreement, namely the Star Electrical Co Pty Ltd – Wollongong Enterprise Agreement 2023 (**Agreement**)

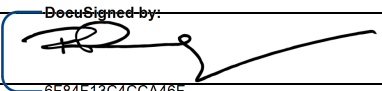

**Undertaking – Section 190**

I, Ryan Davey, Head of People, Culture and Communications, have the authority given to me by Star Electrical Co Pty Ltd to give the following undertakings with respect to the Star Electrical Co Pty Ltd – Wollongong Enterprise Agreement ("**the Wollongong Agreement**"):

1. no employee engaged in the Star Electrical Co Pty Ltd Sydney Construction or Sydney Engineering & Infrastructure Divisions who works under the Star Electrical Co Pty Ltd & ETU NSW/ACT Construction Union Agreement 2022-2025 will be engaged under the Wollongong Agreement.

2. With respect to clause 9 in the Wollongong Agreement – Employee Engagement – the clause will be taken to read as follows:

*The Agreement states that part-time employees may, from time to time work 38 hours per week plus reasonable additional hours. A part-time employee will not be required to work outside the agreed 38 hours unless urgent and/or unforeseen circumstances intrude. In such a case, the overtime rates will be payable.*

Date signed:	20 May 2024
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Ryan Davey
Signature:	 DocuSigned by: 6F84F13C4CCA46F...
Witness name:	Bryce Coleman
Witness signature:	 DocuSigned by: 899BA6CD1E80447...