



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Star Electrical Co Pty Ltd**

(AG2022/3671)

## **STAR ELECTRICAL CO PTY LTD SYDNEY SERVICE ENTERPRISE AGREEMENT 2022**

Electrical contracting industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 16 SEPTEMBER 2022

*Application for approval of the Star Electrical Co Pty Ltd Sydney Service Enterprise Agreement 2022*

[1] An application has been made for approval of an enterprise agreement to be known as the *Star Electrical Co Pty Ltd Sydney Service Enterprise Agreement 2022* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Star Electrical Co Pty Ltd (**Employer**). The Agreement is a single enterprise agreement.

### Undertakings

[2] The Employer has provided written undertakings dated 16 September 2022. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Electrical, Electronic and Communications Contracting Award 2020*, and that the undertakings will not result in substantial changes to the Agreement.

### Coverage of employee organisation

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

### Conclusion

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

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 September 2022. The nominal expiry date of the Agreement is 16 September 2025.



DEPUTY PRESIDENT

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## Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter: AG2022/3671

Applicant: Star Electrical Co Pty Ltd

Section 185 – Application for approval of a Single Enterprise Agreement

### Undertaking – Section 190

FRIDAY, 16 SEPTEMBER 2022

I, **Ryan Davey**, Associate Director of the Applicant, give the following undertakings with respect to the *Star Electrical Co Pty Ltd – Sydney Service Enterprise Agreement 2022 (Agreement)*:

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

#### National Employment Standards (NES)

2. Where there is an inconsistency between the Agreement and the National Employment Standards (NES) and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. In respect of clause 11(a) of the Agreement, the Employer will comply with the requirements of section 66B(1)(b) of the FW Act. Where an employee has been employed by the employer for a period of 12 months and during at least the last 6 months of that period the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee, the employer will make an offer to convert to either full-time or part-time employment as required by the Act.
4. In respect of clause 27(c) of the Agreement, the Employer will comply with the requirements of section 111 of the FW Act. Where an employee has an entitlement to take leave for jury service, the Employer will ensure that the Employer doesn't enforce any greater requirement for providing evidence of jury service than what is required under section 111 of the FW Act.

#### BOOT

5. The Employer does not directly employ apprentices or trainees under the Agreement. The Employer will host all apprentices and trainees through group training companies per clause 44 of the Agreement.
6. In respect of a part time employee agreed hours of work under the Agreement, the Employer undertakes that it will ensure a part time employee no less favourably than the Award in relation to agreed weekly hours of work per clause 10.4 of the *Electrical, Electronic and Communications Contracting Award 2020 (Award)*.

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IN THE FAIR WORK COMMISSION

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

Regards  
Star Electrical Co Pty Limited

Ryan Davey  
Associate Director

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**STAR**  
group

**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.**

**Star Electrical Co Pty Ltd  
Sydney Service  
Enterprise Agreement  
2022**

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**STAR ELECTRICAL CO PTY LTD SYDNEY SERVICE  
ENTERPRISE AGREEMENT 2022**

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## **1. TITLE OF AGREEMENT**

- a) This Agreement shall be known as the Star Electrical Co Pty Ltd Sydney Service Enterprise Agreement 2022

## **2. KEY OBJECTIVES**

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



### **3. DEFINITIONS**

a) For the purpose of this Agreement:

- **Agreement** means this Enterprise Agreement.
- **ATO** - means Australian Taxation Office
- **Company** means Sydney Service 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 Multi-Residential, Retail, Commercial, Mixed-Use, Educational, Health or Industrial building or structure with a total construction value exceeding **\$35 Million**. For clarity this excludes Engineering & Infrastructure work and Service Work.
- **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 Sydney Service Division performing Service Work (electrical and or communications) within the scope of this Agreement extending to anywhere within the area of the Sydney Metropolitan Area.
- **Engineering & Infrastructure** - means all utility construction projects including: water and sewerage treatment and associated pumping stations, power generating stations and switchyards and substations, mines and quarries, oil refineries, petrochemical and hydrocarbon plants and related facilities, airports and runways and associated maintenance support buildings, roads, freeways, bridges, tunnels, rail works including all work carried out within the rail corridor and any work external to the rail corridor that is required for the operation of the rail network, including signalling, communications, lighting, power and OH traction and refining facilities including the processing and materials handling of cement and lime, ferrous and non-ferrous metals, coal and other minerals, with a total construction value exceeding **\$35 Million**.
- **Facilities Manager** means an individual or organization responsible for the management of services that relate to the function and/or operation of a building and or site.
- **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, same sex partner or child, parent, grandparent, grandchild or sibling of the employee or spouse/ de-facto spouse.
- **Mature Age Workers** means workers 45 years of age and older
- **NES** means the National Employment Standards.
- **Nominal Hours** as defined in either the WR Act or FW Act (whichever applies).
- **Reasonable Additional Hours** as defined in accordance the FW Act and clause 16 of this agreement.
- **Basic Rate of Pay** is defined in accordance with FW Act.
- **Regional** - means a location not within the metropolitan area of an Australian Capital City
- **Relevant Employee/s** - means employee/s who are directly affected or involved
- **Reasonable board and lodging** is defined as lodging in a well-kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room if a single room is not available, with hot and cold running water. As a guide generally being of NRMA 3 star rated quality if available.

- **Service Work** – means:
  - All Preventative and Reactive maintenance, repairs, and small installation works,
  - Any fit-out, refurbishment or renovation in existing buildings **where the Total Construction Value is less than \$35 Million,**
  - Installations on new small, Construction Projects **where the Total Construction Value is less than \$35 Million,**
  - All work on sites that are supervised by a Facilities Manager or System Integrator or end user,
  - For clarity Service Work excludes 'Construction Work' and 'Engineering & Infrastructure' work.
- **Shiftworker** is defined for the purposes of this agreement and the NES, an employee who is continuously rostered to work 7 days a week and is regularly rostered to work Sundays and Public Holidays.
- **Sydney Metropolitan Area** as per the defined boundaries in Schedule F.
- **System Integrator means an individual or organization that combines hardware and software from a variety of vendors to provide a complete solution.**
- **Total Construction Value** is defined as the value associated with the development application listed by Cordells, BCI or equivalent at the time of tender.
- **Union** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Electrical Division, NSW Divisional Branch (CEPU).
- **Week** - means seven (7) days Monday to Sunday

#### **4. PARTIES BOUND**

This Agreement shall be lodged with The Fair Work Commission in accordance with the FW Act and shall be binding upon the Company, the Employees of the company's Service Division and the Union.

#### **5. SCOPE & APPLICATION OF AGREEMENT**

- a) This Agreement applies to the Company in respect of employees of the Company's' Sydney Service Division falling into the classifications specified in Schedule 'A' when they perform work in the Sydney Metropolitan Area.
- b) This agreement **does not apply** to employees carrying out Construction Work with a Total Construction Value exceeding \$35 Million or Engineering & Infrastructure work, within the Sydney Metropolitan area.
- c) If the Company has secured work outside of the Sydney Metropolitan Area, an employee whom normally works within the Sydney Metropolitan Area:
  - i) Will be paid at the rates outlined in this agreement if specifically requested by the Company to work on that site; or
  - ii) May be offered work at that location at the rates that apply for that area; or
  - iii) It may be determine that redundancy would be more appropriate.

#### **6. DATE AND PERIOD OF OPERATION**

- a) This agreement will operate 7 days from the date of its approval by Fair Work Commission and will nominally expire **3 years** from the date of approval by Fair Work. This Agreement will continue to operate beyond its nominal expiry date and until it is replaced or terminated by law.

## **7. COMMITMENTS**

### **a) Security of Employment Arrangements**

- i) The Parties covered by this Agreement acknowledge and agree that the use of Third Parties may have the potential to undermine the employee's security of employment.
- ii) The Company is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Company. Subject to the terms of this agreement, full-time direct and ongoing employment is a guiding principle of this agreement;
- iii) The Company will endeavour to achieve employment security for the direct permanent employees of the Company. All persons covered by this agreement recognise the importance of measures to protect and enhance the employment security, health and safety, and career development of the employees.
- iv) The Parties agree that it is highly important that work is performed to the highest possible standards of quality, effectively and efficiently, without undue pressure or bullying, and in a way that promotes WHS and Equal Opportunity principles and practices in the workplace and appropriate representation of employees should they so request. The Company will ensure that its employment practices are consistent with the above principles and practices.

### **b) Contractors**

- i) Where the Company makes a definite decision that it intends to engage a Third Party to perform a significant package of work covered by this Agreement, (which would ordinarily be undertaken by the direct employees), the Company will consult with the employees on the affected site, in accordance with this clause.
- ii) In the normal course, it is expected that consultation will occur within the 14 days leading up to the commencement of the work by the Third Party. If for any reason this does not occur, or if the Company has less than 14 days' notice of the need to commence the work, consultation will occur as soon as reasonably practicable - and in any case not more than 14 days after the Third Party commences work.
- iii) At the consultation, the Company must advise:
  - the name of the Third Party;
  - the type of work proposed to be given to the Third Party;
  - the likely duration.
- iv) At any time, upon written request of an employee, the Company shall provide the above details in writing in respect of any Third Parties the Company is using at the time of the request.
- v) At the consultation, The Company must consult over the following issues:
  - safety; and
  - facilities for the Third Party.
- vi) 'Third Party' means:
  - a labour hire agency,
  - a sub-contractor; and/or
  - any other person or entity who/which is not a direct employee of the Company, which will do, or does, work that would be covered by this Agreement if it was performed by the Employees.
- vii) For the purposes of this clause a Third Parties specifically excludes Group Training Organisations and Specialist Contractors inclusive of but not limited to; Engineers, Fire, Security, Nurse Call, ITC, Audio Visual, Generators, Lighting Control, Suppliers, Lightning Protection, Cable Hauling, Mechanical, Fitters, Surveyors, Excavation and Civil Contractors, Accredited Service Providers, Switchboards, PFC & Control Panel Manufacturers, Bus Duct Specialists, Medical Services Contractors, EMR Shielding, Regional Contractors and Seismic Contractors.

**8. NO EXTRA CLAIMS**

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

**9. COMPLETE AGREEMENT**

- a) For the purposes of this clause, the terms 'award' or 'awards' include any applicable award or agreement and includes those howsoever described in the Act as a award, federal award, transitional federal award, pre-reform federal award, pre-reform certified agreement, a rationalised and/or simplified federal award, a preserved state agreement and a notional agreement preserving a state award.
- b) This Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, this Agreement represents a complete statement of the mutual rights and obligations between the Company (as the employer) and the employee(s) to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), and like instruments or arrangements.
- c) This Agreement regulates all terms and conditions of employment and thus expressly excludes and displaces the operation of any and all other matters and conditions of employment (including those howsoever described or identified as a preserved entitlement, preserved notional term, preserved notional entitlement, protected notional condition, preserved award term or protected award condition) in any award.
- d) Without in any way limiting for foregoing and to remove any doubt, this Agreement expressly excludes and completely displaces any terms and conditions in the following awards:
  - i) Electrical, Electronic and Communications Contracting Award 2020 (MA000025)

## **10. EMPLOYEE ENGAGEMENT**

- a) All employees shall be initially engaged upon three months of probationary period. This probationary period may be extended by the Employer to six months provided an appropriate performance assessment has been conducted and that the employee is notified prior to the completion of three months employment. 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 per week plus reasonable additional hours.
  - ii) A part-time employee is an employee engaged on a regular basis to work less than 36 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 25% casual loading in addition to their base periodic hourly rate of pay and a minimum engagement and payment for at least 4 consecutive hours of work on each occasion they are required to attend work. A casual employee shall have no entitlement to personal/carer's leave, payment for public holidays not worked or annual leave. In order for a casual employee to qualify for unpaid parental leave under the NES, they must be an eligible casual employee in accordance with Section 67(2) of the FW Act.
  - iv) Fixed term / project employee is an employee engaged for a specific period, task or project. Such employees shall be advised in writing of the fixed period of engagement upon commencement of employment.

## **11. CASUAL CONVERSION**

- a) A Casual Employee, other than an irregular Casual Employee, who has been engaged by the Company for a sequence of periods of employment under this Agreement during a period of twelve (12) months, thereafter, has the right to elect to have their employment converted to full-time or part-time if the employment is to continue beyond the conversion process.
- b) For the purposes of this clause, an irregular casual Employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- c) The Company must give the Employee notice in writing of the provisions of this clause within four weeks of the Employee having attained such period of twelve (12) 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. NES MINIMUM STANDARDS**

- a) The National Employment Standards (NES) will apply to all employee(s) covered by this Agreement.
- b) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- c) For information regarding the NES

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

**13. 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 and maintain all appropriate protective clothing and tools and equipment 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. However, where efforts, skills and abilities are equal then seniority shall take precedence; and
  - iv) Maintain commitment to, and comply with the Company's directions (consistent with the objectives of the Agreement) with respect to, safety, quality, site cleanliness and waste management; and
  - v) Provide and maintain an adequate kit of tools in accordance with the agreements' requirements; and
  - vi) Assist in their prompt return to work on suitable duties if temporarily unable to carry out their normal duties due to a work-related injury, where safe to do so.
  - vii) Be committed to the objectives in Clause 2 of this Agreement.

## **14. WAGES & ALLOWANCES**

- a) Upon approval of this Agreement by the Fair Work Commission, the wage rates as set out in Schedule 'B' will be paid for all employees and shall form the base hourly rates of pay under this Agreement.
- b) The wage rates in Schedule 'B' are more favourable than the rates of pay set out under the Electrical, Electronic and Communications Contracting Award 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) Expense related allowances payable under this Agreement are identified in Schedule 'C' and elsewhere in this Agreement.
- e) 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'.
- f) 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'.
  - i) Provided that, where the site or project is more than 50km from the Company's office or workshop and where the daily time of journeys to and from 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 12 f), i), Excess Travel Time, the following shall apply: The Return Journey time as per Google Maps (fastest route) less 3 hours.
- g) 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.
- h) Employees who are requested to use their private vehicles for Company purposes or relocate to another project after commencement and agree to utilize such vehicle will be compensated by the Company for such use. This compensation shall be in accordance with the rate prescribed as "**Motor Vehicle Allowance**" in Schedule C.
- i) Employees who are trained and qualified as High Voltage Operators and who engaged in work requiring this qualification shall be paid the "**High Voltage Operators Allowance**" for each shift worked as prescribed in Schedule C.
- j) Where a Senior Service Technician is appointed by the Company to take on additional responsibility or is leading a team of 15 or more 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.
- k) The Company and employee may agree on reimbursement for reasonable preauthorised expenses incurred by the employee in the course of employment, in accordance with Company policy.
- l) Wages shall be paid weekly by electronic funds transfer and be available for withdrawal by the employee not later than 3 days after the end of the pay week, currently Thursday for the week ending on the prior Monday. Wages due to an employee upon termination of employment shall be paid on the day of termination or available by electronic transfer on the next working day.
- m) If wages are not paid on pay day, except where the default has not been caused by the Company, a penalty payment of 2 hours at ordinary rates shall be incurred and shall be paid together with the normal pay by mid-day on the next working day pay day.

- n) 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.

## **15. 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 Company and the majority of Employees on site. Employees shall be at the nearest gang box or site shed dressed, equipped and ready to commence work at the work start time. Clean up time shall occur after the scheduled finish time.
- b) Ordinary Hours of work shall not normally exceed 8 hours per day. Provided that by mutual agreement between the Company and the 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) 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) 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.  
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.
  - (iii) 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 Company will provide at least seven days notice of any change to shift rosters to relevant employees.
- f) Unless otherwise instructed, each Employee is required to start and finish work on the Company nominated site, rather than at the Company's office.
- g) The company shall have the right to stand down and deduct any payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery, inclement weather or any stoppages in work by any cause for which the employer cannot reasonably be held responsible.



**16. ROSTERED DAYS OFF**

- a) Unless varied as allowed above in general employees shall work 8-hour days (40 hour weeks) and accrue 2 hours per week to achieve 1 rostered days off per 4 week cycle. A new employee will be eligible for an RDO after achieving 7.6 hours RDO accrual. It is recognised that not all employees may want 1 rostered days off per month and provision is made below for the employee to have discretion whether these rostered days off are taken each month, banked for future access.
- b) The parties agree to balance flexibility with certainty with regard to the use of this RDO accrual. RDO's may be staggered or rescheduled over the work cycle. By agreement RDO's may be banked to the limit of five (5) days in any twelve month cycle. Should the number of banked RDO's exceed 5 whole days, the Employees agree and accept that the Company may pay out the excess balance (balance above 5 days) of the banked RDO's, without further notice.
- c) The management in regard to taking, working or banking of RDO's is the responsibility of the Company, the Employees agree that where required to meet operational requirements the Company may at its discretion implement an RDO roster within a work group or groups.
- d) RDO's are usually taken at a time mutually agreed between the employee and the Company, however:
  - (i) RDO's may be banked at a maximum of five (5) days in any 12 month period; once five (5) RDO's have been banked they must be taken prior to Annual Leave being approved.
  - (ii) Upon termination of employment, any rostered days off banked by the employee will be paid out at ordinary rates.
  - (iii) Where an accrued RDO is to be taken, application for such time shall be sought giving at least forty-eight hours notice.
  - (iv) Where more than one accrued RDO is to be taken on consecutive working days, application for such time shall be sought giving at least one weeks' notice.
  - (v) Employees may request that accrued RDO's be cashed out any such request must be in writing and will be subject to the approval of the company.

## **17. SHIFT WORK**

### a) Definitions

For the purpose of this clause:

- i) **'Rostered shift'** means any shift of which the employee concerned has had at least 48 hours notice.
- ii) **'Afternoon shift'** means any shift finishing after 6.00pm and at or before midnight.
- iii) **'Night shift'** means any shift finishing subsequent to midnight and at or before 8.00am.

### b) Hours

- i) The weekly ordinary hours of work shall be an average of 38 per week (or 36 per week), and shall not exceed 152 hours (or 144 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 the relevant employees.
- ii) Subject to the following conditions, such shift workers shall work at such times as the Company may require:
  - A shift shall consist of not more than eight ordinary hours, inclusive of crib time. Provided that by mutual agreement between the Company and an employee or majority of the relevant employees concerned, a shift can consist of up to 12 hours;
  - Except at the regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours;
  - Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked;
  - An employee shall not be required to work for more than 5 hours without a break for a meal.

### c) Rosters

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

### d) Shift allowances

- i) An employee whilst on afternoon shall be paid for such shift 15% more than the employee's ordinary rate.
- ii) An employee whilst working on night shift shall be paid for such shift 30% more than the employee's ordinary rate.
- iii) An employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid their ordinary rate of pay plus 50% for the first two hours and 100% thereafter. Noting that a Public Holiday, RDO, Leave or Personal Leave Day may form part of the five successive shifts.

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e) Rate for working on Saturday shifts

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

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

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

g) Overtime on shift work

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

h) Rest period after shift work

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

## **18. REASONABLE ADDITIONAL HOURS & OVERTIME**

- a) The nature of the Company's business necessitates out of hours work due to shutdowns, changeovers, breakdowns or maintenance and overtime due to construction programmes.
- b) Employees will be required to work reasonable additional hours to meet the operational requirements of the Company and the manning and productivity requirements of each job, project and/or client. In determining whether additional hours that an employee is required or requested by the Company to work are reasonable additional hours, all relevant factors must be 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 Company 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.
- d) All reasonable additional hours worked by employees beyond an average 40 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 relevant employees 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 than 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.

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- k) Where overtime is worked, whenever reasonably practicable employees shall have a rest period of 10 consecutive hours between work of successive days without loss of any pay for ordinary working time occurring during such rest period. Where they do not receive such a rest period, they shall be paid at double time rates until they are released from duty and shall then be entitled to be absent from work for a rest period of 10 hours without loss of any pay for ordinary working time occurring during such rest period.

**19. ANNUAL LEAVE**

- a) An employee(s) entitlement to annual leave under this Agreement shall, from the date of approval of this Agreement, be in accordance with the NES. Casual employees shall have no entitlement to annual leave.
- b) Employees will be entitled to four weeks paid annual leave per annum.
- c) 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 progressively and be credited to each employee on a pro-rata basis of nominal hours worked or paid.
- e) Annual leave shall be taken at a time which is approved by the Company as being convenient having regard to overall operational and manning requirements of the Company. An employee is required to provide at least one month's notice of a request to take annual leave; however, final approval shall lie with the Company.
- 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% unless terminated due to serious misconduct or resignation.
- h) Where an employee has more than 8 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.
- j) An Employee may request the cashing out of accrued Annual Leave (all such requests must be in writing) which the company may approve at its discretion. Where a request for cashing out Annual Leave is approved by the company, the terms will be subject to those specified in the NES.

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

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

## **21. SICK LEAVE**

- a) An employee is entitled to use their paid **personal/carer's leave** entitlement as paid sick leave in accordance with the NES.
- b) An employee is not entitled to be paid sick leave whilst they are in receipt of workers' compensation payments.
- c) Payment for sick leave is conditional upon an employee:
  - i) Telephoning the Supervisor, as soon as is reasonably practicable (nominally on the morning of the first absence), of the inability to attend work, the nature of the illness and the estimated duration of the absence; and
  - ii) Employees will be required to provide a medical certificate as proof of personal illness or injury for two (2) or more consecutive days of absence on sick leave and after four (4) single day absences on sick leave in any 12-month period.
  - iii) Employees will be required to provide a medical certificate as proof of personal illness for any absences (single day or otherwise) on the day before or the day after a long weekend, any leave day, or a public holiday.
- d) Any part of the sick leave entitlement which has not been taken in any year may be claimed in a subsequent year of continued employment.

## **22. CARER'S LEAVE**

- a) An employee is entitled to use up to a maximum of ten days per annum (ie in any one year) of their paid personal/carer's leave accruals as carer's leave to provide care and support for to a member of their immediate family who requires special care and support because of:
  - i) a personal illness or injury of the member; or
  - ii) an unexpected emergency affecting the member.
- b) An employee is entitled to a further two days unpaid carers leave on each occasion where care is required beyond the maximum paid carer's leave. To qualify for unpaid carer's leave the employee must have already used all of their paid carer's leave entitlements and satisfy Section 102 of the FW Act.
- c) To qualify for paid carer's leave, the employee must provide:
  - i) for leave to care due to personal illness or injury of the person concerned, a medical certificate or statutory declaration (if a medical certificate is not available) stating that there is an illness or injury and the requirement for care or support; or
  - ii) For an unexpected emergency, a statutory declaration stating the nature of the emergency and the requirement for care or support.
- d) For clarity, Parental Leave is not Carer's or Personal leave, and is unpaid. Parental Leave entitlements are outlined in Clause 23.

## **23. DOMESTIC VIOLENCE LEAVE**

This clause applies to all Employees, including casuals.

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.

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

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

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.

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

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.

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.

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.

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.

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. 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.

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.

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.

**24. COMPASSIONATE LEAVE**

- a) An employee(s) entitlement to paid compassionate leave under this Agreement shall be in accordance with the NES and the FW Act.

**25. PARENTAL LEAVE**

- a) An employee is entitled to unpaid parental leave in accordance with the NES and the FW Act. The NES provides (in summary) a period of up to twelve months unpaid leave after completing 12 months continuous service for permanent employees and eligible casual employees.

**26. COMMUNITY SERVICE LEAVE**

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

**27. JURY DUTY**

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

**28. LONG SERVICE LEAVE**

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

**29. PUBLIC HOLIDAYS**

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



**30. PRODUCTIVITY ALLOWANCE**

- a) A Productivity allowance per hour worked as set out in Schedule 'B' will be paid to employees covered under this Agreement for the duration of the Agreement. This allowance will not be subject to additional penalties.
- b) The Productivity Allowance is in compensation for all non-expense related allowances, excluding those otherwise provided for in this Agreement, including but not limited to:
  - Disability allowances/rates as defined in the Electrical Electronic and Communications Contracting Award 2020 (MA000025).

**31. AUSTRALIAN COMMUNICATIONS AUTHORITY (ACA) LICENCE / REGISTRATION**

- a) Where an employee covered by this agreement is required under the ACA Cabling Provider Rules to hold and use a current license / registration in the course of their employment, the Company commits to accepting liability for work carried out using this qualification used during the course of their employment with the company.
- b) The Company will reimburse employees for the cost associated with the renewal of cabler registration, employees to submit expense claim.
- c) It is noted that in the fire protection, security and computer cabling industries there is a requirement under the cabling provider rules for all employees who work on services that connect (or are intended to connect) to the telecommunication network to be licensed / registered.

**32. FIRST AID ALLOWANCE**

- a) An employee who is officially nominated by the company to perform first aid duties on a particular site and who has been appropriately trained and is the holder of appropriate and current qualifications approved by WorkCover NSW, shall be paid a daily allowance as set out at Schedule C.

**33. DISTANT WORK / LIVING AWAY FROM HOME**

- a) Where an employee volunteers 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 to transfer to a distant site, they shall be entitled to:  
Payment of a Living away from Home allowance as set out in schedule C (but such allowance shall not be wages), or at the discretion of the Company shall provide with / or reimburse the actual cost of **reasonable board and lodging** in lieu of the allowance.  
Note – “Short Term” is less than a full week in any one location (includes milk run work)  
“Long Term” is a minimum of 1 full week in one location.
- c) All arrangements regarding 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.

**34. PERFORMANCE AND FLEXIBILITY**

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

### **35. REDUNDANCY & REDUNDANCY PAY**

- a) Redundancy occurs where the Company makes a definite decision that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and this may lead to termination of employment. Redundancy does not occur where an alternate position is accepted by an employee within the Company or a successor nor when the employee is dismissed for unsatisfactory performance.
- b) 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.
- c) Where an employee is under 45 years of age:

<b>Years of Service</b>	<b>Entitlement</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- d) Where an employee is over 45 years of age:

<b>Years of Service</b>	<b>Entitlement</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

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

### **36. PROVISION SEVERANCE PAY & NOTICE**

- a) The Company agrees to make provision for severance for full-time employees by payments into an industry redundancy fund up to or greater than they would be entitled to under Clause 35 in the event they are made redundant.
- b) These provisions shall be paid into a bona fide external redundancy fund on behalf of these employees with the fund utilised for the purpose of this agreement being either **MERT or PROTECT**.
- c) The Company will make contributions to **MERT or PROTECT** on behalf of employees (other than apprentices and trainees). 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.

**37. 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.

**38. 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 undercover work on site).
  - ii) Obtain materials and services for employees working undercover where there is only minimal exposure to inclement weather.
  - iii) When required, perform emergency and safety work. In addition, work on unexpected breakdowns which can be corrected in limited time duration.
- d) Should only a portion of the site/project or workplace be affected by inclement weather, all other employees not so affected shall continue working, regardless that some employees may be entitled to cease work due to inclement weather.
- e) If a halt to productive work occurs due to inclement weather, the parties agree that employees may be relocated to other unaffected sites/places.
- f) Where the above steps are not possible, the relevant employees may be required to attend tool box meetings, work planning sessions or skills development activities.

**39. 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. If employees cannot be relocated or transferred, employees may be stood down.

**40. 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 operating a Company vehicle must comply with all Company Policies.

#### **41. MOBILE TELEPHONES**

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

#### **42. 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 or CBUS) 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 CBUS. Employees may elect to change funds a maximum of once in each 12 months.
- c) For the purposes of this clause ordinary time earnings are as defined by the ATO.

#### **43. 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 (four hours double time after hours).
  - 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 shall be paid a minimum of four hours work at the appropriate rate for each time he or she is so recalled.

#### **44. 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 them from established and credible group training companies that will work with the Company to provide flexible and quality training outcomes.

**45. DISCIPLINE**

- a) Each employee will be regularly assessed by the Company. If the employee is performing well, this will be reflected in the employee's assessment. However, if the employee's performance or behaviour does not meet required standards the employee will be made aware of their deficiencies and given the opportunity to correct these deficiencies. In these circumstances usually the employee will receive a verbal warning from their supervisor; if the employee's performance is still unsatisfactory their supervisor will again warn the employee and keep a written record of the warning. If the problems continue the employee would receive a final warning notice after which the employee's employment may be terminated.
- b) Bullying behaviour or sexual harassment is completely unacceptable to the parties to this agreement and will be deemed serious misconduct and may potentially lead to immediate termination of employment.

**46. TERMINATION OF EMPLOYMENT**

- a) A permanent employee may terminate their employment by a weeks' notice or by the forfeiture of a week's wages. Casual employment may be terminated by one hours' notice on either side.
- b) In the event of redundancy or dismissal of a permanent employee (except for 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 in Regulation 1.07 of the Fair Work Regulations 2009.
- f) The notice of termination required to be given by employees shall be one week. If an employee fails to give the requisite notice the Company shall have the right to withhold wages and/or entitlements due to the employee on termination, with a maximum amount equal to the equivalent pay for the period of notice.
- g) Where an employee has given or been given notice of termination of employment he or she shall continue in employment until the date of the expiration of such notice. Any employee who, having given or been given such notice is absent from work without reasonable cause during such period shall be deemed to have abandoned employment and shall not be entitled to payment for work done within that period. Nothing in this clause shall prevent the Company making payment in lieu of notice.
- h) Where the Company has given notice of termination to an employee, the employee shall be allowed up to one day's paid time off during the notice period with pay to seek other employment.
- i) Except for casuals, where the Company terminates the employment of an employee, except by reason of the misconduct of the employee within 10 days prior to a public holiday or group of holidays, the employee shall be paid for that holiday or group of holidays, provided that they have been employed for a period of at least one week prior to the termination of employment. Provided further, where an employee is re-employed within a period of one month of the termination of employment, the employee shall be paid for all holidays occurring within the period between the termination of service and re-employment.
- j) When any two or more of the holidays prescribed in this agreement occur within one week of one another, such holidays shall, for the purposes of this Part, be deemed a group of holidays.

#### **47. ABANDONMENT OF EMPLOYMENT**

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

#### **48. DISPUTE SETTLEMENT PROCEDURE**

##### *Model term*

- 1) If a dispute relates to:
  - a. a matter arising under the agreement; or
  - b. the National Employment Standards;

*This term sets out procedures to settle the dispute.*

- 2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 5) The Fair Work Commission may deal with the dispute in 2 stages:
  - a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.

*Note:*

*If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

- 6) While the parties are trying to resolve the dispute using the procedures in this term:
  - a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; or
    - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
    - iii. the work is not appropriate for the employee to perform; or
    - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **49. FLEXIBILITY ARRANGEMENTS**

### *Model flexibility 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.



## 50. CONSULTATION TERM

### *Model Consultation 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 directly affected by a change referred to in subclause (1).

### **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 representatives; and
  - there is no disadvantage to elected employee representatives
  
- 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 / UNION DELEGATE**

- a) The Company recognises the role of elected employee representatives, to represent employees or in the case of union members, their members, at the workplace on matters that pertain to the employment relationship between the Company, Employees, and the Union. The parties acknowledge that only One (1) employee representative will be required given size of the workforce.
- b) In consultation with their immediate Supervisor, employee representative / Union delegate 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. Issues concerning union matters generally are to be addressed in Employees own time, except where otherwise agreed with the Company in advance.
- 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. This is to allow elected employee representatives to carry out their role and activities that are directly related to matters that pertain to the employment relationship between the Company, employees and their union covered by this Agreement.

## **53. WORKPLACE HEALTH & SAFETY**

- a) The parties acknowledge and agree that a safe and secure workplace is important, and that employees will:
  - i) Comply with all applicable Workplace 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 Workplace Health and Safety policies, 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 WH&S requirements

## **54. DRUGS & ALCOHOL**

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

## **55. SMOKING**

- a) Smoking is not allowed in any site offices, mess/change sheds or sanitary facilities; or any other amenities where appropriate signage is displayed.
- b) Smoking is not allowed within the confines or the premises of clients/customers or in any Company vehicles.
- c) Must comply with each project and work site safety requirements.

## **56. 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 **\$1,250.00 in total**.
- c) This payment is subject to the Company being provided with an inventory of tools upon the commencement of this agreement, which is audited by the employee's nominated supervisor. Details of both the initial inventory and subsequent audits or updates are to be kept on file by the Company.
- d) An employee's hourly rate includes a tool allowance. The Parties agree that the list of tools prescribed at Schedule C is a minimum requirement for the employees 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 and employees must ensure their tools are not left unsecured. The Company shall ensure that such tool storage accommodation is as secure as practicable in the Employees absence.

## **57. 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:
  - Adequate number of pants
  - Adequate number of long Sleeve Shirts
  - One pair of boots
  - One winter Jacket or Sloppy Joe
  - Overalls may be taken in lieu of pants and shirts.
- c) Boots shall be of a brand and style agreed to by the consultative committee (cost not to exceed the \$150.00 allowance). Alternatively employees may purchase their own boots, provided they comply with relevant safety standards, and be reimbursed a maximum **of \$150.00**.
- d) Other protective clothing will be provided on an as-required basis for project or activity to comply with WH&S requirements. Regular maintenance and cleaning of all clothing remains the responsibility of the wearer. Replacement will be on a "fair wear and tear" basis. In particular the Company will provide safety glasses/goggles as required or, if an employee wears prescription glasses, will reimburse the additional cost of obtaining hardened lenses up to an amount of \$150.00 in a 2 year period.

## **58. 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.

**59. 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.

**60. 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.

**61. ASBESTOS AWARENESS TRAINING**

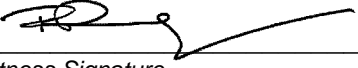
- a) All employees will be required to complete a suitable Asbestos awareness training course within the first 12 months of the approval of this agreement or their employment, as far as practically possible.

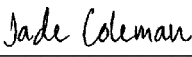
**STAR ELECTRICAL CO PTY LTD SYDNEY SERVICE  
ENTERPRISE AGREEMENT 2022**

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**62. SIGNATORIES**

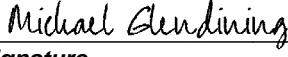
Signed for and on behalf of the **Company** -

  
\_\_\_\_\_  
Witness Signature  
Ryan Davey  
\_\_\_\_\_  
Witness Print Name  
46 Harley Crescent  
\_\_\_\_\_  
Witness Address  
Condell Park NSW 2200  
\_\_\_\_\_  
Witness Address (line 2)

  
\_\_\_\_\_  
Signature  
Jade Coleman  
\_\_\_\_\_  
Print Name  
Group General Manager & Director  
\_\_\_\_\_  
Position Held  
46 Harley Crescent  
\_\_\_\_\_  
Address  
Condell Park NSW 2200  
\_\_\_\_\_  
Address (line 2)  
23 August 2022  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Witness Signature  
Vinh Nguyen  
\_\_\_\_\_  
Witness Print Name  
46 Harley Crescent  
\_\_\_\_\_  
Witness Address  
Condell Park NSW 2200  
\_\_\_\_\_  
Witness Address (line 2)

  
\_\_\_\_\_  
Signature  
Michael Glendining  
\_\_\_\_\_  
Print Name  
Service Technician  
\_\_\_\_\_  
Position Held  
46 Harley Crescent  
\_\_\_\_\_  
Address  
Condell Park NSW 2200  
\_\_\_\_\_  
Address (line 2)  
24 August 2022  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_  
Witness Print Name  
\_\_\_\_\_  
Witness Address  
\_\_\_\_\_  
Witness Address (line 2)

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Position Held  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address (line 2)  
\_\_\_\_\_  
Date

## SCHEDULE A - WORKER DEFINITIONS

### 1. Trade Assistant Grade 2

A "Trade Assistant Grade 2" is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a licenced tradesperson.

Without limiting the scope of the work, a Trade Assistant Grade 2 may perform the following tasks to the level of his/her training including but not limited to:

- Unskilled tasks as directed
- Material handling work
- Cut to specified lengths - ducting, unistrut, conduit and other cable and support systems
- Installs, assembles, mounts brackets and cable support systems,
- Paints cable trays, ducts and conduits as required
- Under supervision of a tradesperson / cabler assists installing cables
- Installing fixings and mounting equipment in place (excludes any connections)
- Chase walls as marked by a tradesperson.

Provided that this person shall not undertake work requiring Electrical Licence or Cabler Registration

### 2. Trade Assistant Grade 3

An "Trade Assistant Grade 3" is an employee who works under direction, may be required to perform the work of a trade assistant Grade 2; and additionally

Without limiting the scope of the work performs the work described below to the level of his/her training including but not limited to;

- Is qualified and required to drive or operate the Company's machinery, plant or equipment incidental to his/her primary task or functions; or
- Inspects and test fire alarm, security alarm equipment or other systems; or
- Carries out visual maintenance inspections (within limits of qualifications & training)
- Installs and connects Audio Visual equipment (not requiring direct electrical connection)
- Under appropriate and required supervision;
  - Installs radio, communications and related equipment including antenna; or
  - Installs fire, security alarm equipment; or
  - Installs, terminates and tests data and communication cabling and network hardware, whilst in training for Cabler Registration.

Provided that this person shall not undertake work requiring Electrical Licence or Cabler Registration.

### 3. Communications Technician

A "Communications Technician" is employed to use the skills acquired through the training and is an employee who is a "registered cabler" under the ACMA "Cabling Provider Rules" and **who is not a licenced electrician** and does not carry out work requiring an electrical license.

A "Communications Technician" may from time to time be required under appropriate supervision be required to carry out the work of a trade assistant Grade 3.

#### **4. 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.

#### **5. 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) 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
- c) 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.

#### **6. 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.

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**

### **Role Description**

Team Leader means any worker (not being a foreperson) who is appointed to be 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 the following additional tasks & responsibilities;

### **MATERIAL PURCHASES**

- A Team Leader may be required to monitor project materials to ensure that the required materials are ready and available on site when required and are of a suitable quality and condition.
- Clarify with the project supervisor the source of sundry materials.
- Arrange with the project supervisor for the return of credits and surplus materials.
- Ensure that goods received are what were ordered, both in terms of quality and quantity.
- With progressive deliveries of major items of materials, check that delivery dockets are correct, sign and return to the office.
- Order materials up to an agreed value.
- Order valued over the agreed value are to be countersigned by the direct supervisor.
- All purchase orders are to be completed in compliance with Company Policies

### **CONTRACT VARIATIONS**

- A Team Leader may be required to monitor all variation requests and ensure that approval is obtained from the principal contractor prior to commencing work.
- List the material and labour content of all variations, provide all relevant details, are to be forwarded to the project supervisor. Copies are NOT to be forwarded to the client.
- Obtain approval either by signature on the company variation transmittal form or the issue of a written variation order on the client's official letterhead or variation order book by an authorised person.
- Do not proceed with such work until written approval is received or verbal instructions are received from your supervisor. In such cases, the instruction should be recorded on the company variation transmittal form naming the source and the date the instruction was given.
- Accept instructions from the supervisor for the carrying out of variation work regardless of whether written or verbal approval has been given.
- Where approval is pending on variations, minor works may be undertaken to avoid being "built out".
- Notify the project supervisor immediately of any variations that are not to be proceeded with.
- Use the company's transmittal forms for do and charge work and obtain client's signature.

## **PLANT AND EQUIPMENT**

- A Team Leader has the responsibility for maintaining plant and equipment on the job and to inform the project supervisor when such equipment is required.
- Request, via the project supervisor, the most suitable plant and equipment, mindful of availability and costs.
- Record the plant and equipment on the job and submit the forms to the office, as requested.
- Maintain the plant and equipment on the site. Advise the supervisor when the need is required for external/specialist repairs.
- Advise the supervisor of the utilisation or when any item of plant and equipment will no longer be required.
- Record any loss or damage to plant and equipment and advise the supervisor.
- Report theft to police and site authorities.
- Ensure all plant is identified Star Group
- Before placing orders for plant hire, discuss with your project supervisor.

## **WORK HEALTH AND SAFETY**

- A Team Leader is responsible for the safety of Employees on the site, and to ensure that Employees are aware of the importance of safety.
- Be familiar with fire extinguishers, safety doors and first-aid services at the site.
- Enquire and advise Employees of any special safety requirements of the site.
- Ensure that plant and equipment is safe and practical for use.
- Provide the correct protective gear to Employees in order to meet both site and company requirements.
- Work under safe conditions where the supervisor's authority is needed for corrective action, report promptly to him or her.
- Accompany or appoint an Employee to accompany any injured person to hospital, if required.
- Participate in company safety programs.
- Set a personal example at all times.
- Maintain good housekeeping.
- Maintain the first aid kit if required on site.

## **INDUSTRIAL RELATIONS**

- A Team Leader is responsible for creating an environment whereby the employees recognise the authority of the leading hand and their role as a mediator between management and labour on matters of employment. Team Leaders are to advise the project supervisor when an industrial dispute arises.
- Be consistent towards all Employees and set a good example.
- Recognise your role as part of the management team. As a team leader you will be required to reflect management attitudes, policies and common sense.
- Encourage employees to state any grievances and honestly attempt to settle or solve such grievances promptly.
- Give credit where credit is due.
- Keep employees informed on company activity.
- Be familiar with this Agreement and specifically the rights of both parties under this Agreement.

**SCHEDULE B - RATES OF PAY**

**RATES APPLYING FROM THE FIRST FULL PAY PERIOD FOLLOWING APPROVAL OF FWC**

<b>Classification</b>	<b>All-Purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Travel</b>	<b>Fares</b>	<b>MERT or PROTECT</b>
Trade Assistant Grade 2	\$32.24	\$1.80	\$16.00	\$20.00	\$20.00
Trade Assistant Grade 3	\$33.81	\$1.90	\$16.00	\$20.00	\$20.00
Communications Technician	\$36.11	\$1.90	\$16.00	\$20.00	\$20.00
Electrical Worker Grade 4A	\$38.45	\$2.00	\$22.00	\$20.00	\$20.00
<b>Service Technician</b>	<b>\$44.09</b>	<b>\$2.25</b>	<b>\$22.00</b>	<b>\$20.00</b>	<b>\$35.00</b>
Senior Service Technician	\$46.72	\$2.25	\$22.00	\$20.00	\$35.00

**RATES APPLYING FROM THE FIRST FULL PAY PERIOD – 1<sup>st</sup> December 2022**

<b>Classification</b>	<b>All-Purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Travel</b>	<b>Fares</b>	<b>MERT or PROTECT</b>
Trade Assistant Grade 2	\$32.24	\$1.80	\$16.00	\$20.00	\$20.00
Trade Assistant Grade 3	\$33.81	\$1.90	\$16.00	\$20.00	\$20.00
Communications Technician	\$36.83	\$1.90	\$16.00	\$20.00	\$20.00
Electrical Worker Grade 4A	\$39.22	\$2.00	\$22.00	\$20.00	\$20.00
<b>Service Technician</b>	<b>\$44.98</b>	<b>\$2.25</b>	<b>\$22.00</b>	<b>\$20.00</b>	<b>\$35.00</b>
Senior Service Technician	\$47.65	\$2.25	\$22.00	\$20.00	\$35.00

**STAR ELECTRICAL CO PTY LTD SYDNEY SERVICE  
ENTERPRISE AGREEMENT 2022**

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**RATES APPLYING FROM THE FIRST FULL PAY PERIOD – 1<sup>st</sup> July 2023**

<b>Classification</b>	<b>All-Purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Travel</b>	<b>Fares</b>	<b>MERT or PROTECT</b>
Trade Assistant Grade 2	\$32.95	\$1.80	\$16.00	\$21.00	\$25.00
Trade Assistant Grade 3	\$34.78	\$1.90	\$16.00	\$21.00	\$25.00
Communications Technician	\$37.47	\$1.90	\$16.00	\$21.00	\$25.00
Electrical Worker Grade 4A	\$39.91	\$2.00	\$22.00	\$21.00	\$25.00
<b>Service Technician</b>	<b>\$45.76</b>	<b>\$2.25</b>	<b>\$22.00</b>	<b>\$21.00</b>	<b>\$40.00</b>
Senior Service Technician	\$48.48	\$2.25	\$22.00	\$21.00	\$40.00

**RATES APPLYING FROM THE FIRST FULL PAY PERIOD – 1<sup>st</sup> December 2023**

<b>Classification</b>	<b>All-Purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Travel</b>	<b>Fares</b>	<b>MERT or PROTECT</b>
Trade Assistant Grade 2	\$33.44	\$1.80	\$16.00	\$21.00	\$25.00
Trade Assistant Grade 3	\$35.30	\$1.90	\$16.00	\$21.00	\$25.00
Communications Technician	\$38.04	\$1.90	\$16.00	\$21.00	\$25.00
Electrical Worker Grade 4A	\$40.51	\$2.00	\$22.00	\$21.00	\$25.00
<b>Service Technician</b>	<b>\$46.45</b>	<b>\$2.25</b>	<b>\$22.00</b>	<b>\$21.00</b>	<b>\$40.00</b>
Senior Service Technician	\$49.21	\$2.25	\$22.00	\$21.00	\$40.00

**STAR ELECTRICAL CO PTY LTD SYDNEY SERVICE  
ENTERPRISE AGREEMENT 2022**

**RATES APPLYING FROM THE FIRST FULL PAY PERIOD – 1<sup>st</sup> July 2024**

<b>Classification</b>	<b>All-Purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Travel</b>	<b>Fares</b>	<b>MERT or PROTECT</b>
Trade Assistant Grade 2	\$33.95	\$1.80	\$16.00	\$22.00	\$30.00
Trade Assistant Grade 3	\$35.83	\$1.90	\$16.00	\$22.00	\$30.00
Communications Technician	\$38.61	\$1.90	\$16.00	\$22.00	\$30.00
Electrical Worker Grade 4A	\$41.12	\$2.00	\$22.00	\$22.00	\$30.00
<b>Service Technician</b>	<b>\$47.15</b>	<b>\$2.25</b>	<b>\$22.00</b>	<b>\$22.00</b>	<b>\$50.00</b>
Senior Service Technician	\$49.95	\$2.25	\$22.00	\$22.00	\$50.00

**RATES APPLYING FROM THE FIRST FULL PAY PERIOD – 1<sup>st</sup> December 2024**

<b>Classification</b>	<b>All-Purpose hourly rate</b>	<b>Productivity Allowance per hour worked</b>	<b>Travel</b>	<b>Fares</b>	<b>MERT or PROTECT</b>
Trade Assistant Grade 2	\$34.45	\$1.80	\$16.00	\$22.00	\$30.00
Trade Assistant Grade 3	\$36.37	\$1.90	\$16.00	\$22.00	\$30.00
Communications Technician	\$39.19	\$1.90	\$16.00	\$22.00	\$30.00
Electrical Worker Grade 4A	\$41.73	\$2.00	\$22.00	\$22.00	\$30.00
<b>Service Technician</b>	<b>\$47.85</b>	<b>\$2.25</b>	<b>\$22.00</b>	<b>\$22.00</b>	<b>\$50.00</b>
Senior Service Technician	\$50.70	\$2.25	\$22.00	\$22.00	\$50.00

**SCHEDULE C - ALLOWANCES**

<p><b>Living Away from Home Allowance (Short Term)</b></p> <p>Short Term – means less than one week in any one location (will apply on a milk-run)</p> <p><i>Paid in accordance with clause 33.</i></p>	<p>\$180.00 per Night All Inclusive allowance for accommodation, meals &amp; out of pocket expenses: or Company pays for accommodation &amp; pays additional \$70.00 / Night for meals &amp; out of pocket expenses.</p>
<p><b>Living Away from Home Allowance (Long Term)</b></p> <p>Long Term - means – a Minimum of one week, in one location</p> <p><i>Paid in accordance with clause 33.</i></p>	<p>Company pays for accommodation &amp; pays additional \$70.00 / Night for Meals &amp; out of pocket expenses. or Company pays all-inclusive allowance of \$700 per week (pro rata for part weeks).</p>
<p><b>On Call Allowance</b></p> <p><i>Paid in accordance with clause 43.</i></p>	<p>\$350 per week (7days) Exception - On Call “for the pay week” which includes Christmas Day (25<sup>th</sup> Dec) will be \$500</p>
<p><b>Tool Allowance</b></p> <p><i>Incorporated in All Purpose hourly rate.</i></p>	<p>\$20.10 per week</p>
<p><b>Meal Allowance</b></p> <p><i>Paid in accordance with clause 14 g).</i></p>	<p>\$20.00</p>
<p><b>Motor Vehicle Allowance</b></p> <p><i>Paid in accordance with clause 14 h).</i></p>	<p>80 cents per kilometre</p>
<p><b>High Voltage Operators Allowance</b></p> <p><i>Paid in accordance with clause 14 i).</i></p>	<p>\$50.00 per Shift</p>
<p><b>Team Leader Allowance</b></p> <p><i>Paid in accordance with clause 14 j)</i></p>	<p>\$140.00 per week</p>
<p><b>First Aid Allowance</b></p> <p><i>Paid in accordance with clause 32.</i></p>	<p>\$4.00 Per Day To a maximum of \$20.00 per week</p>

**SCHEDULE D - EMPLOYEE TOOL KIT**

<b>EMPLOYEE TOOL KIT</b>			
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>Indicative Manufacturer</b>
1	AS3000 Wiring Rules, current edition plus amendments	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	Gyprock 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 / Bag & Lock	1	Stanley
33	Torch	1	Dolphin
34	Vice Grips 150mm	1	Sidchrome
35	Battery Drill	1	Makita
36	Pop Rivet Gun	1	Stanley
37	Wire Stripper Expanding Type	1	Utilux
38	Test Lamps 415V	1	Cat 3 minimum
39	Test Pencil / Volt Stick (for indicative testing only)	1	Wattmaster

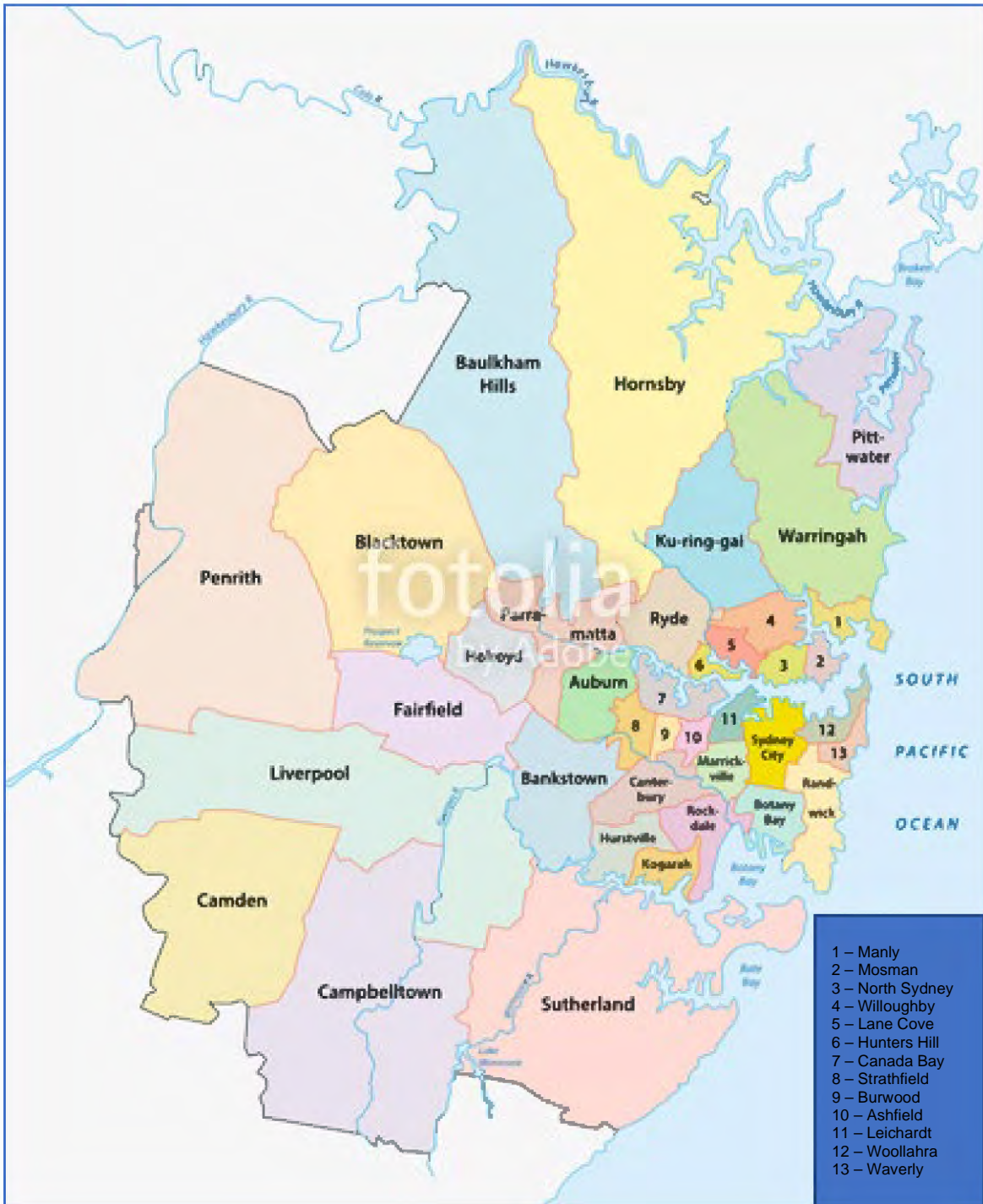
**SCHEDULE E - ELECTRIC TOP UP FUND**  
**INCOME PROTECTION/TOP UP COVER**

**HIGHLIGHTS**

<b>Category</b>	<b>Accident &amp; Sickness TOP UP Income Protection</b>
<b>Income Protection</b>	TOP UP insurance covering the gap between what is paid by workers compensation and 90% of income to a maximum of <b>\$1,800</b> per week.
<b>Benefit Period</b>	104 Weeks or 52 weeks for persons from age 65.
<b>Age Limitations</b>	Over 16 Years of age - under 65 years of age for accident and sickness, accident only to age 70.
<b>Death Benefit</b>	Workplace and Journey Cover Outside Workplace. Death & Total & Permanent Disability Cover.
<b>Worldwide Cover while on Annual Leave</b>	90% Income Protection up to \$1,800 per week.
<b>No medical requirements to join</b>	However, pre-existing injuries exclusions do apply.
<b>Capital Lump Sum Benefit</b>	A range of benefits for most permanent disabilities.
<b>Rehabilitation &amp; Return to Work Assistance for Workplace injury</b>	Payments of up to \$20,000 at Absolute discretion of insurer.
<b>Waiting Period</b>	<b>14 Calendar Days</b>
<p>This is a summary, all additions and exclusions not specifically mentioned here will be as per the Policy wording.</p> <p>A copy of the income protection scheme policy document can be provided on request and we recommend employees make themselves aware of the term and conditions.</p>	



**SCHEDULE F - SYDNEY METROPOLITAN AREA**



The above map identifies Suburbs located within the Sydney Metropolitan Area

Generally the Boundaries of the Sydney Metropolitan Area is Pacific Ocean, Hawkesbury River, Nepean River, Cataract River, Cataract Creek and Woodlands Creek

FWC Matter: AG2022/3671

Applicant: Star Electrical Co Pty Ltd

Section 185 – Application for approval of a Single Enterprise Agreement

## Undertaking – Section 190

FRIDAY, 16 SEPTEMBER 2022

I, **Ryan Davey, Associate Director** of the Applicant, give the following undertakings with respect to the *Star Electrical Co Pty Ltd – Sydney Service Enterprise Agreement 2022 (Agreement)*:

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

### National Employment Standards (NES)

2. Where there is an inconsistency between the Agreement and the National Employment Standards (NES) and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
3. In respect of clause 11(a) of the Agreement, the Employer will comply with the requirements of section 66B(1)(b) of the FW Act. Where an employee has been employed by the employer for a period of 12 months and during at least the last 6 months of that period the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time employee or a part-time employee, the employer will make an offer to convert to either full-time or part-time employment as required by the Act.
4. In respect of clause 27(c) of the Agreement, the Employer will comply with the requirements of section 111 of the FW Act. Where an employee has an entitlement to take leave for jury service, the Employer will ensure that the Employer doesn't enforce any greater requirement for providing evidence of jury service than what is required under section 111 of the FW Act.

### BOOT

5. The Employer does not directly employ apprentices or trainees under the Agreement. The Employer will host all apprentices and trainees through group training companies per clause 44 of the Agreement.
6. In respect of a part time employee agreed hours of work under the Agreement, the Employer undertakes that it will ensure a part time employee no less favourably than the Award in relation to agreed weekly hours of work per clause 10.4 of the *Electrical, Electronic and Communications Contracting Award 2020 (Award)*.

**IN THE FAIR WORK COMMISSION**



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

Regards

**Star Electrical Co Pty Limited**

A handwritten signature in black ink, appearing to be 'R. Davey', with a long horizontal line extending to the right.

Ryan Davey  
Associate Director

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