



# DECISION

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

**Communications, Electrical, Electronic, Energy, Information, Postal,  
Plumbing and Allied Services Union of Australia**  
(AG2025/1993)

## **ADELPOWER PTY LTD & CEPU SOUTH AUSTRALIAN ENTERPRISE AGREEMENT 2025**

Electrical power industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 2 JULY 2025

*Application for approval of the AdelPower Pty Ltd & CEPU South Australian Enterprise Agreement 2025*

[1] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) has made an application for approval of an enterprise agreement known as the *AdelPower Pty Ltd & CEPU South Australian Enterprise Agreement 2025* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act).

[2] This is a greenfields agreement that meets the requirements of s 172(2)(b) of the Act. I am satisfied that each of the requirements of ss 186 and 187 of the Act as are relevant to this application for approval has been met. In accordance with s 187(5)(a) of the Act, I am satisfied that the CEPU is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[3] I note that the Agreement was made with the CEPU and therefore covers this organisation (see s 53(2)(b)).

[4] The Agreement was approved on 2 July 2025.



DEPUTY PRESIDENT

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**AdelPower Pty Ltd  
&  
CEPU  
South Australian Enterprise Agreement  
2025**



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## 1 TITLE OF AGREEMENT

- a) This Agreement shall be known as AdelPower Pty Ltd & *CEPU South Australian Enterprise Agreement 2025*

## 2 KEY OBJECTIVES

- a) This Agreement has been jointly developed by the Company, its Employees and the Union with the purpose of developing and implementing workplace reform strategies so as to produce an environment aimed directly at improving the competitiveness of the Company within the marketplace, thus delivering projects on time and within budget along with job satisfaction and job security for Employees.
- b) The primary objective of the Company is to provide safe, efficient and highly productive labour to its client. The performance of every Employee is critical to achieving the Company's objectives and the Employees agree to actively co-operate with the Client's management and supervision to achieve high levels of safety, productivity and cost-efficient operations.
- c) The parties to this Agreement share the following objectives:
- (i) To improve the efficiency and productivity of the Company through the real change in the way Employees carry out their core tasks.
  - (ii) Increasing the competitiveness, productivity, efficiency, safety and flexibility of the Company and the workforce.
  - (iii) To promote a wider utilisation of skills by the Company's workforce, supported by appropriate training where needed, and to lessen the degree of direct supervision.
  - (iv) To 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.
  - (v) To anticipate and utilise new technologies, subject to appropriate training, to enhance the competitive position of the Company.
  - (vi) To prepare for the implementation of quality assurance techniques where they relate directly to the performance of employment duties.
  - (vii) To continue to maintain a working environment that is safe, both on sites and elsewhere, providing a safe and healthy work environment, free from discrimination, harassment and all forms of bullying.
  - (viii) To improve the job satisfaction and responsibility of the Company's workforce; and through the measures contained in this Agreement, encourage the continuity of employment for employees with the aim of maintaining permanent employment opportunities insofar as it is reasonably practicable to do so.
  - (ix) To maintain low rates of dispute and eliminate lost time due to dispute.
  - (x) To promote the prompt return to work of temporarily incapacitated Employees initially on Suitable Duties and a speedy return to full duties where it is safe to do so.
  - (xi) It is recognised by the parties that the Electrical and Communications construction industry needs to increase participation of women and the parties commit work towards developing and implementing measures with a view to encouraging and

assisting women to seek and maintain employment in the Electrical and Communications Construction Contracting industry.

- (xii) It is recognised by the parties that the Electrical and Communications Construction industry needs to maintain the experience and skills of mature aged workers the parties commit work towards implementing measures with a view to maintaining employment of Mature Age Workers in the Electrical and Communications Construction Contracting Industry.

### 3 DEFINITIONS

a) For the purpose of this Agreement:

- (i) **Agreement** means this Enterprise Agreement.
- (ii) **Base Rate of Pay** is defined in accordance with the FW Act.
- (iii) **CEPU** means the Communications Electrical Electronic Energy Information Postal Plumbing & Allied Services Union of Australia – SA Branch Electrical & Plumbing Division (CEPU).
- (iv) **Company** means AdelPower Pty Ltd ABN 29 668 844 997
- (v) **Construction Work** is defined as any work carried out in connection with the erection, renovation, demolition, alteration, construction, conversion, refurbishment, decommissioning or dismantling of a building or structure, rail project or infrastructure project. The parties agree that this includes all sites that are supervised by a Builder/Principal Contractor, but excludes any work supervised by a Facilities Manager.
- (vi) **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. As a guide generally being both greater than 100km from the Employee's normal place of residence and 50km from the Company's Head Office.
- (vii) **Employee(s)** means employee who is employed and engaged by the Company within South Australia under a Classification specified in Schedule A of this Agreement.
- (viii) **FW Act** means the *Fair Work Act 2009* (as amended or replaced from time to time).
- (ix) **FWC** means Fair Work Commission
- (x) **Infrastructure Projects** means all industrial and utility projects that includes, water and sewerage treatment and associated pumping stations, power generating stations and switchyards and substations, mines and quarries, oil refineries, petrochemical and hydrocarbon plants and related facilities, airports and runways and associated buildings, roads, freeways, bridges, tunnels, Major Industrial facilities and refining facilities including the processing and materials handling of cement and lime, ferrous and non-ferrous metals, coal and other minerals and the processing of timber and forestry products.
- (xi) **Immediate Family** in relation to carer's leave and compassionate leave is a spouse, de-facto partner or child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of an Employee's

spouse or de-facto partner.

- (xii) **Major Structural Works** means any change to any internal or external load-bearing component of a building that is essential to the stability of the building, or any part of it, including but not limited to foundations, floors, walls, roofs, columns and beams and any component (including weatherproofing) that forms part of the external walls or roof of the building.
- (xiii) **Mature Age Workers** means workers 45 years of age and older.
- (xiv) **NES** means the National Employment Standards
- (xv) **Nominal Hours** is defined in accordance with the FW Act.
- (xvi) **Rail Projects** means 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.
- (xvii) **Reasonable additional hours** as defined in accordance with the FW Act and clause 15 of this agreement.
- (xviii) **Reasonable board and lodging** means, a minimum of three adequate meals per day, and a single room (or a twin room if a single is not available) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting, and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television, fridge and tea and coffee making facilities. (Single self-contained clean and well-maintained motel type accommodation of at least 3-star rating) All facilities must be clean and fully functioning.
- (xix) **Shiftworker** is defined for the purposes of the NES as an employee who works 7 days and is regularly rostered to work Sundays and Public Holidays.
- (xx) **Total Construction Value** is defined as the value associated with the development application listed by Cordells, BCI or equivalent at the time of tender.
- (xxi) **Union** means the Communications Electrical Electronic Energy Information Postal Plumbing & Allied Services Union of Australia – SA Branch Electrical & Plumbing Division (CEPU)

#### **4 PARTIES BOUND**

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

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

- a) This Agreement applies to the Company in respect of all its Employees falling into the classifications specified in Schedule A based in South Australia

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

- a) This Agreement shall come into operation seven days after it is approved by the FWC and will nominally expire 30<sup>th</sup> June 2026.
- b) This Agreement will continue to operate beyond its nominal expiry date until it is replaced or terminated by law.

## 7 COMMITMENTS

### 7.1 Security of Employment Arrangements

- a) 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;
- b) 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;
- c) The Company will take all measures 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.
- d) The Parties agree that it is highly important that work is performed effectively, efficiently and without undue pressure or bullying, and in a way that promotes WH&S 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.

### 7.2 Contractors

Clause not used

### 7.3 Site Issues

- a) **Entry, Exit, Security, Health and Safety procedures**
  - (i) Where employees are required to obtain a swipe card, security card, identity card or any other card of a similar type, used or to be used for the purpose of gaining entry onto, exit from or movement around, construction projects or sites on which they are required to work, it is agreed such card will not have any visible photograph or identification of the employee on the card. (Unless specifically required as a contractual requirement of the principal contractor)
  - (ii) (Subject to sub-paragraphs (iv) and (v) below, employees will:
    - a) not be required to provide or have a photograph taken unless agreed by the Company and a genuine and informed majority of the employees; and/or
    - b) only be required to provide personal information to a 3rd party if the following conditions are satisfied:
      - (1) it is for the purpose of induction onto a construction project or site or a requirement for gaining access onto a construction project or site; and
      - (2) the information provided is restricted to the following:
        - Name;
        - Address;

- Next of Kin;
  - Any medical information which is relevant to the performance of work; and
  - Relevant qualifications/licences.
- (iii) Where information about an employee is provided to a 3rd party in accordance with contractual obligations, the Company will take all reasonable steps to have the 3rd party:
- a) only use the personal information provided for security and/or health and safety purposes on the construction project or site; and
  - b) destroy the personal information once the Company completes its work on the construction project or site.
- (iv) It is recognised that the Company may have contractual obligations governing the access and egress of Employees onto construction projects or sites. In the event that this clause causes difficulties for the Company because of client requirements, alternative arrangements to resolve the difficulties with the particular client can be entered into by agreement between the Company and a genuine and informed majority of the employees. Agreement will not be unreasonably withheld.
- (v) This clause will not apply to the extent that an applicable law requires any of the above actions to occur.
- b) **Induction Procedures**
- (i) **Commitment**
- The Parties acknowledge that it is in the interests of the Company and the Employees to ensure that all new employees and employees who may be new to a particular project understand their obligations and are introduced to their jobs in a manner which will help them work safely and efficiently.
- (ii) **Overview**
- In order to achieve this, new employees and new contractors must be given an explanation of the following (as applicable):

At Employment – Employee Employment Conditions (including but not limited to);

- Enterprise Agreement & Entitlements;
- Wages & Conditions;
- Rights & Obligations including the disputes settlement procedure;
- Safety;
- Company Policies (including Drug & Alcohol);
- Apprentice Supervision

Site Induction – Site Conditions (including but not limited to):

- Site Contacts;
- Site Emergency Procedures;
- Site Safety including SWMS; and
- Site Safety Rules & Procedures.

#### **7.4 Construction Wiring**

- a) Where the Company is responsible for the installation of Construction wiring (including testing and tagging), such work shall comply with the applicable standards from time to time, which at the time of making this agreement are AS/NZS 3012:2019 and AS/NZS 3000:2018.
- b) The Parties agree to develop an appropriate training course in AS/NZS 3012:2019, which will then be delivered to those employees responsible for undertaking electrical work in accordance with AS 3012:2019.
- c) It is agreed that apprentices may learn on construction wiring work provided that he/she must always be under supervision by an accredited tradesperson.

### **7.5 Personal Private Information**

Personal information is specific information about personal or factual characteristics relating to a certain natural person or a natural person who can be specified ("PI"). PI includes information such as the employees name, address, telephone number, date of birth, medical information, TFN, Superannuation details, bank details, etc.;

- a) The Company acknowledges that:
  - (i) it is in possession of a significant amount of personal information about the employees.
  - (ii) there is a growing risk of fraudulent and unconscionable behaviour that relies on access to PI;
  - (iii) it is important to properly secure PI and only release it where absolutely necessary.
- b) Accordingly, the Company agrees that it will comply with all required legislation in relation to the protection of employee personal information and will insofar as is practically possible, subject to the contractual obligations and limitations placed upon the Company, endeavour to protect the personal information of the employees provided to clients of the Company during site induction processes.
- c) Further, the Company where possible, will require the return or destruction of any PI by any third party that has received the PI and there is no legitimate purpose for the third party keeping such PI;
- d) The Company will provide any information/documents, in the control, custody or possession of the Company, about any suspected improper use of PI to the relevant employee and immediately notify and disclose all information known by the Company to the relevant employee about any improper use of PI.

### **7.6 Suicide Prevention**

- a) The parties acknowledge that:
  - (i) suicide prevention of employees in the construction industry is an important issue;
  - (ii) Construction workers are more than twice as likely to suicide than other people in Australia;
  - (iii) Construction workers are six times more likely to die by suicide than through a workplace accident;

- (iv) Apprentices in construction are two and a half times more likely to suicide than other young men their age;
- (v) Mental health on construction sites is now accepted as an industry safety concern;
- (vi) Employees can find it difficult to discuss feelings and emotions with colleagues at work, especially in the construction industry.
- (vii) Accordingly, to try and reduce the chance of suicide by an employee, the Company agrees to provide training to at least one employee and additional employees will be considered depending on the size and nature of the workforce, to recognise potentially suicidal behaviour and to give them the simple skills needed to intervene and to keep that employee safe until they can gain professional help. Such training is to be conducted by “Mates in Construction” or similar program during normal working hours.

### **7.7 Temporary Foreign Labour**

- a) The parties acknowledge that to ensure that there is an ongoing supply of electrical workers who can perform work for the Company, the training of electrical apprentices is paramount;
- b) The Company must ensure that no person that is not an Australian citizen or Australian permanent resident (within the meaning of the Migration Act 1958) is employed to undertake work unless:
  - (i) the position is first advertised in Australia; and
  - (ii) the advertising was targeted in such a way that a significant proportion of suitably qualified Australian citizens and Australian permanent residents would be likely to be informed about the position; and
  - (iii) any skills or experience requirements set out in the advertising were appropriate to the position; and
  - (iv) they have a valid visa that provides work rights.
- c) The Company will ensure all Employees are lawfully entitled to work in Australia performing work under the Agreement.

### **7.8 Wiring Installations**

- a) The parties agree that any electrical work as defined in the South Australia Work Health and Safety Regulations 2012 and any wiring installation as defined in AS/NZS:3000 must only be performed by a worker authorised by registration under the South Australia Plumbers, Gas Fitters and Electricians Act 1995
- b) To avoid any doubt the installation of cables, cable supports, cable enclosures, or any work prescribed under legislation is deemed to be electrical work.
- c) An Electrical Worker Grade 1 to Grade 4 is only permitted to assist a registered electrical worker to undertake their duties provided the Electrical Worker Grade 1 to Grade 4 is not exposed to live parts and the registered electrical worker is present at all times when work is being carried out.

## **8 EMPLOYEE ENGAGEMENT**

8.1 All Employees shall be engaged upon a three-month probationary period. The Probationary Period will be included as part of the Employee's ongoing "Period of Employment" by the Company. Either party may terminate the Employee's employment during this probationary period with one week's notice or payment in lieu thereof.

8.2 All potential employees prior to commencement of their employment are required to undertake a pre-employment medical test, which will include an Audiometric test at the Company expense. All new employees shall be provided with a copy of the results. Existing employees who have already undertaken an Audiometric test shall be provided with a copy of their results upon request, if available.

8.3 Employees may be engaged under this Agreement as full time, part time, casual. Each of these is broadly defined as follows:

#### **8.4 Full-time employment**

A full-time employee is one engaged to work 36 ordinary hours per week. A full-time employee may be required to work reasonable additional hours.

#### **8.5 Part-time employment**

- a) A part-time employee is an employee who is engaged to work on a part-time basis for a constant number of hours for less than 36 ordinary hours per week.
- b) An employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays, and personal/carer's leave arising under this award and/or the NES on a proportionate basis.
- c) For each ordinary hour worked, a part-time employee will be paid no less than the ordinary hourly rate for the relevant classification plus any applicable allowances.
- d) An employer must inform a part-time employee upon engagement of the ordinary hours of work and starting and finishing times.
- e) Part-time employment—public holidays
  - (i) Where the normal hours of a part-time employee fall on a public holiday and work is not performed by the employee, such employee will not lose pay for the day.
  - (ii) Where the employee works on the holiday, such employee must be paid in accordance with clause 24.14(b).
- f) Part-time employment—overtime

A part-time employee will not be required to work outside of the hours advised in accordance with clause 8.5 (d) unless urgent and/or unforeseen circumstances intrude. In such a case, the overtime provisions of clause 15, will apply.

#### **8.6 Casual employment**

- a) A casual employee is one who is engaged and paid as such.
- b) For each hour worked, a casual employee will be paid no less than the ordinary

hourly rate of pay for their classification plus a casual loading of 25%.

- c) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. 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 the FW Act.
- d) The overtime provisions of clause 15 apply to casual employees.
- e) A casual employee must be engaged and paid for at least 2 consecutive hours of work on each occasion they are required to attend work.

## **9 NES MINIMUM STANDARDS**

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

## **10 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, applicable legislation; 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 and the key objectives of this agreement which will be the determining factors regarding the retrenchment of Employees. However, where efforts, skills and abilities are equal then seniority 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 agreement's 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 it is safe to do so.
  - (vii) Be committed to the objectives in Clause 2 of this Agreement.

## **11 WAGES & ALLOWANCES**

- a) Upon certification of this Agreement, the wage rates as set out in Schedule B will be paid

for all Employees and shall form the base hourly rates of pay under this Agreement.

- b) The wage rates in Schedule B are more favourable than the rates of pay set out under the applicable Award.
- c) The wage rates in Schedule B includes compensation for all non-expense related allowances, excluding those otherwise provided for in this Agreement, including but not limited to: allowances defined in the Electrical Electronic and Communications Contracting Award 2020 (MA000025).
- 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 within 50km of the Company Office, 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 "Daily Travel" allowance as set out in Schedule B.

Where an Employee commences work on a site or a project greater than 50km from the Company office, the Employee shall receive a "Daily Travel" allowance as set out in Schedule B and in addition be paid (at ordinary rates) for time for travel time in excess of 50km from the Company premises. (It should be noted that Mileage does not apply to this travel).

An Employee required to work overtime for more than 2 hours or more, 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

- f) Employees who are requested to use their private vehicles for Company purposes or relocate to another project after commencement and agree to utilise such vehicle will be compensated by the company for such use. This compensation shall be in accordance with the rate prescribed as "Motor Vehicle Allowance" in Schedule C.
- g) In recognition of the increased level of responsibility, supervision and managerial functions performed by supervisors, Employees that the Company deem to be performing Leading Hand or Project Leader functions as defined in Schedule C shall be paid the additional "All-purpose supervisory allowance" in Schedule C
- h) 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.
- i) Wages shall be paid weekly by electronic funds transfer and be available for withdrawal by the Employee not later than 4 days after the end of the pay week. 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.

- j) If wages are not paid on pay day, except where the default has not been caused by the Company, a penalty payment of 1 hours at ordinary rates shall be incurred and shall be paid together with the normal pay on the next working day.

**k) 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 follows:

- (i) The name of the Employee.
- (ii) The name of the Employer. (Company)
- (iii) If the remuneration of the Employee is set by an industrial instrument - the classification of the Employee under that instrument.
- (iv) The date on which the payment was made.
- (v) The period of employment to which the payment relates.
- (vi) The number of hours worked.
- (vii) Any allowances payable.
- (viii) Accrued annual leave hours.
- (ix) Accrued sick leave hours.
- (x) Balance of accrued RDO hours.
- (xi) Superannuation contributions.
- (xii) The gross amount of remuneration (including overtime and other payments).
- (xiii) The amount paid as overtime, or such information as will enable the Employee to calculate the amount paid as overtime.
- (xiv) The amount deducted for taxation purposes.
- (xv) The amount deducted as Employee contributions for superannuation purposes.
- (xvi) The particulars of all other deductions.
- (xvii) The net amount paid; and

Any additional particulars prescribed by the FW Act.

**12 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 affected Employees on site.

- b) It is clearly recognised by the parties that it is inefficient to start working after the nominated start time and/or finish working before the nominated finish time. Therefore, it is agreed and clearly understood that employees shall:
- Arrive and prepare for work prior to the nominated start time in order to commence work at the nominated start time.
  - Have a maximum of 5 minutes prior to the nominated finish time to pack up and clean up in order to cease work as close as possible to the nominated finish time.
  - Observe rest and, meal break times so that the relevant nominated break time is not exceeded.
- c) Ordinary Hours of work shall not normally exceed 8 hours per day. Provided that by mutual agreement between the Company and the Employee(s), up to 12 Ordinary Hours of Work may be worked per day.
- d) Any Employee engaged on a Saturday, Sunday or Public Holiday shall receive a minimum three (3) - hour payment at the appropriate penalty rate.
- e) No Employee shall be required to work for more than five hours continuously without a meal break, to be taken at the company's discretion. Where possible the normal meal break should be as near as practicable to the middle of the period of duty and be of an unpaid duration of 30 minutes. Where an employee is expressly directed to work beyond the fifth hour without a lunch break, they will be paid at overtime rates until such time as a lunch break is taken.
- f) Employees shall be allowed a rest interval of ten (10) minutes on each day between the time commencing work and the usual meal interval. The rest interval shall be counted as part of time worked.
- g) The Company and an Employee may, in writing, agree to varying this clause by either providing for one 40-minute lunch break (30 minutes unpaid and 10 minutes paid) or allowing the Employee to forgo his or her ten (10) minute paid break and elect to leave work ten (10) minutes earlier. An Employee who elects to leave work ten (10) minutes earlier will have that time counted as part of time worked.
- h) 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 individual Employee(s) concerned may agree for the spread of hours and/or shift system to be tailored to suit the individual project needs with provisions drafted in lieu of the above. Volunteers will be sought in the first instance, in the absence of suitable Employee's volunteering; the Company will provide at least 7 days' notice of any change to shift rosters to affected Employees. This clause is subject to the provisions of clause 63 Flexibility arrangements.
- i) In the event of a need for some employees to commence work at different times in accordance with clause 12(g), it is agreed that a minimum of two people will be on site at the same time and that a maximum of up to 15% of the ordinary hours work crew can commence and finish work at different times.

- j) Unless otherwise instructed, each Employee is required to start and finish work on the Company nominated site, rather than at the Company's office.

### 13 ROSTERED DAYS OFF (RDO)

- a) It is recognised that working of reasonably long hours frequently is common in order to achieve the production requirements of the Company and that in turn the effect of fatigue that this may cause is a serious safety hazard and risk which according to the Safe Work Australia Guide for the Managing the Risk of Fatigue at Work (Nov 2013) may reduce alertness and lead to errors and an increase in incidents and injuries.
- b) Therefore, in mitigating this safety risk and in normal circumstances in combatting the hazards associated with fatigue, without undue disruption to Company productivity, consistent with the Safe Work Australia Guide for the Managing the Risk of Fatigue at Work (Nov 2013) it is recognised and agreed between the Company and the Employees that there is merit in scheduling RDO's in accordance with the Calendars at Schedule J.
- c) This will allow the Management personnel and Employees of the Company to have quality paid leisure time, to recover from the effects of fatigue and improve mental health outcomes by encouraging a suitable/work life balance that meets both the production needs of the Company and the needs of Employees. The Company and the Employees agree that this will improve Company productivity overall.
- d) Provided the employer's operational requirements do not require otherwise (or alternative arrangements are agreed by the employer and employees affected), Employees shall work 8-hour days (40-hour weeks) and accrue 4 RDO hours per week.
- e) A new employee will be eligible for an RDO after achieving 7.2 hours RDO accrual.
- f) Through consultation and consensus agreement with employees, the Company may implement a roster arrangement on specific individual projects allowing for continuous productivity.
- g) Employees will have an automatic right of refusal to work RDOs where five (5) or more days have been banked by the employee
- h) Employees may, with Company agreement, accumulate RDOs to a maximum of five (5) days, which may be taken on block and within six (6) months of accumulation.
- i) Records of each employee's RDO status will be kept by the employer and made available to the employee via weekly payslips.

### 14 SHIFT WORK

- a) Definitions

For the purpose of this clause:

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

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

b) Meal Break

No ‘shift worker’, 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 a paid duration of 30 minutes.

c) Hours

- (i) The weekly ordinary hours of work shall be an average of 36 per week and shall not exceed 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 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 8 ordinary hours. Provided that by mutual agreement between the Company and an Employee or majority of Employees concerned, a shift can consist of up to 12 hours;
- Such ordinary hours shall be worked continuously except for meal breaks taken at the discretion of the Company.
- Except at the regular changeover of shifts an Employee shall not be required to work more than one shift in each 24 hours;
- An Employee shall not be required to work for more than 5 hours without a break for a meal.

d) 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 Consultative Committee, or if there is no agreement, by the Company giving 7 days’ notice of the variation 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 Consultative Committee to suit the circumstances of the establishment or in the absence of agreement by 7 days’ notice of alteration given by the Company to the Employees.

e) Rate for working on Weekday shifts

- (i) Afternoon or Night Shift. An Employee whilst working on afternoon or night shift shall be paid for such shift 20% more than the Employee’s ordinary rate.

- (ii) Short Term Shifts. An Employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid double time. For clarity, the ordinary hours outside the short-term shift period are

paid at the Employee's ordinary rate Successive (5 day) afternoon or night shift cycles can include RDO's and scheduled Public holidays. If they are included in the planned (5 day) shift cycle then the employee will be paid 20% loading for these included hours.

- f) 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 at the rate of double time. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed elsewhere in this Agreement.
- g) 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:
    - a shift commencing before 11pm on a Sunday shall be regarded as time worked on the Sunday and the entire shift will be paid at the rate of double time
    - 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.
- h) 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 double time.
  - (ii) Except in each case where the time is worked:
    - By arrangement between the Employees themselves;
    - For the purpose of effecting customary rotation on shifts; or
    - On a shift to which an Employee is transferred on short notice as an alternative to standing the Employee off. Provided that when not less than 8 hours' notice has been given to the Company by a relief worker that the Employee will be absent from work and the Employee whom the Employee should relieve is not relieved and is required to continue to work on the Employee's rostered day off the unrelieved Employee shall be paid double time.
  - (iii) Such extra rates shall be in substitution for and not cumulative upon the shift

premiums.

i) Superannuation on Shift Allowance

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

i) 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.

## 15 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;

(i) any notice given by the Company of the requirement or request that the Employee works the additional hours;

(ii) any notice given by the Employee of the Employee's intention to refuse to work the additional hours;

(iii) whether any of the additional hours are on a public holiday;

(iv) 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 they deem the working of such additional hours would be unreasonable.
- d) All additional hours worked by Employees beyond an average 36 hours each week and all hours worked outside the span of ordinary hours 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 2 hours after daily ordinary time and Double Time thereafter. From 1 <sup>st</sup> January 2024 - Double Time
Saturday:	Time and a half for the first 2 hours then Double Time thereafter. From 1 <sup>st</sup> January 2024 - Double Time
Sunday:	Double Time.
Public Holidays:	Double Time and a half.

- f) 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.
- g) The timing, staggering or combining of rest/crib breaks shall be co-ordinated on a site-by-site basis by mutual agreement between the company and the majority of Employees affected on each site.
- h) If an Employee works more than 2 hours of overtime, then before starting overtime after working ordinary hours the Employee 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.
- i) 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.
- j) Where overtime is worked, 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.

**16 ANNUAL LEAVE**

- a) An Employee(s) entitlement to annual leave under this Agreement shall 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. Where an Employee is engaged in continuous Shift Work, including as a Shiftworker for the purpose of the NES, such an Employee shall be entitled to five weeks paid annual leave per annum.
- c) Annual leave shall be paid at the basic periodic rate of pay applicable under this Agreement, plus an annual leave loading of 17.5%, in compensation for lost opportunities for working overtime.
- d) Annual leave will accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 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%.
- h) Where an Employee has more than 8 weeks (10 weeks for a shift worker) annual leave entitlement accrued to them, the Company may direct the Employee to take annual leave by providing a minimum 4 weeks' notice to the Employee. The Company may only direct an Employee to take a maximum one quarter of the 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. Close-down shall be deemed to mean a period of not less than two consecutive weeks, inclusive of public holidays, provided that the close-down period may not extend for longer than three consecutive weeks, exclusive of public holidays,

## **17 PERSONAL/CARER'S LEAVE**

- a) Personal/carer's leave is defined in accordance with 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 be in accordance with the NES.
- c) Payment for paid personal/carer's leave shall be in accordance with the FW Act.
- d) An Employee, other than a casual Employee, shall be entitled to paid personal/carer's leave of 1/26th of their nominal hours worked per annum, i.e., ten (10) days per year.
- e) An Employee's entitlement to paid personal/carer's leave shall accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year in accordance with the NES.

## **18 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) Notifying the Company, as soon as is reasonably practicable, of the inability to attend work and the estimated duration of the absence; and
  - (ii) An employee is entitled to two (2) single days, which may be take consecutively paid personal/carer's leave per year without the need to provide a medical certificate. All other claims for sick/carer's leave can be claimed by providing to the Company a Medical Certificate (or Pharmacist Certificate or Statutory declaration where a medical certificate is not available) for any absence.
- d) In the event that an Employee is absent from work other than on an approved sick leave and does not produce a Medical Certificate (or Pharmacist Certificate or Statutory declaration where a medical certificate is not available) as required pursuant to this clause, an Employee will be deemed to have been absent from work without authorisation and will not be paid for any shift or part of a shift missed.
- e) Any part of the sick leave entitlement which has not been taken in any year may be claimed in a subsequent year of continued employment.

## **19 CARER'S LEAVE**

- a) An Employee is entitled to take paid personal/carer's leave accruals as carer's leave to provide care and support to a member of their immediate family or household who requires special care and support because of:
  - (i) a personal illness or injury of the member; or
  - (ii) an unexpected emergency affecting the member.
- b) An Employee is entitled to a further two days unpaid carers leave on each occasion where care is required beyond the maximum paid carer's leave. To qualify for unpaid carer's leave the Employee must have already used all of their paid carer's leave entitlements and satisfy the 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 21.

## **20 COMPASSIONATE LEAVE**

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

- b) An Employee is entitled to compassionate leave for the purposes of spending time with a person who:
  - (i) is a member of the Employee's immediate family or household; and
  - (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
  - (iii) after the death of a member of the Employee's immediate family or household; or
  - (iv) after a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
  - (v) the employee, or the employee's spouse or de facto partner (excluding a former spouse or former de fact partner), has a miscarriage and the miscarriage does not result in a stillborn child.
- c) An Employee is entitled to a period of 2 days of compassionate leave for each occasion that a member of the Employee's immediate family or household:
  - (i) a member of the Employee's immediate family or household
    - A. contracts or develops a personal illness that poses a serious threat to his or her life; or
    - B. sustains a personal injury that poses a serious threat to his or her life; or
    - C. dies; or
    - D. a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
    - E. the employee, or the employee's spouse or de facto partner (excluding a former spouse or former de fact partner), has a miscarriage and the miscarriage does not result in a stillborn child.
- d) In order to qualify for payment for compassionate leave, the Employee must provide the Company evidence that the Company reasonably requires of the illness, injury or death.
- e) Payment for paid compassionate leave shall be in accordance with the FW Act.

## **21 PARENTAL LEAVE**

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

## **22 FAMILY VIOLENCE LEAVE**

- a) General Principles

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to staff that are subjected to family and/or domestic violence.

Understanding the traumatic nature of family and/or domestic violence the employer will support their employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being subjected to family and/or domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

- b) Definition of Family and/or Domestic Violence

For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:

- is physically or sexually abusive; or
- is emotionally or psychologically abusive; or
- is economically abusive; or
- is threatening; or
- is coercive; or
- in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

**c) Family and/or Domestic Violence Leave**

An employee, including a casual employee, who is subjected to family and/or domestic violence is entitled to ten (10) days per year of paid family and/or domestic violence leave for the purpose of:

- attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- relocation or making other safety arrangements; or
- other activities associated with the experience of family and/or domestic violence.

In addition, an employee, including a casual employee, who provides support to a person who is subjected to family and/or domestic violence is entitled to access family and/or domestic leave, as per the NES not this agreement, for the purpose of:

- accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
- assisting with relocation or other safety arrangements; or
- other activities associated with the family and/or domestic violence including caring for children.

This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

Upon exhaustion of the paid leave entitlement employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

**d) Notice and Evidentiary Requirements**

The employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.

If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 5.6.3. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and/or domestic violence

is kept confidential.

e) Individual Support

In order to provide support to an employee who is subjected to family and/or domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee subjected to family and/or domestic violence for:

- changes to their span of hours or pattern or hours and/or shift patterns;
- job redesign or changes to duties but within the requirements of the employment contract;
- relocation to suitable employment within the employer;
- a change to their telephone number or email address to avoid harassing contact; or
- any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

**23 PORTABLE LONG SERVICE LEAVE**

- a) Employees shall be provided portable long service leave in accordance with the South Australian Construction Industry Long Service Leave Act 1987.

**24 COMMUNITY SERVICE LEAVE**

- a) In accordance with the provisions of the NES (sections 108 - 112) employees are entitled to be absent from employment for engaging in eligible community service activity.
- b) An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:
- (i) time when the employee engages in the activity;
  - (ii) reasonable travelling time associated with the activity;
  - (iii) reasonable rest time immediately following the activity; and the employee's absence is reasonable in all the circumstances.

For the purposes of this clause eligible community service activity includes:

- a. a voluntary emergency management activity; or
- b. an activity prescribed in regulations made for the purpose of the NES.

**25 JURY SERVICE**

- a) If an Employee is required to attend for Jury service, the Employee must:
- (i) notify the Company as soon as possible of the date on which the Employee is required to attend for Jury service; and
  - (ii) provide the Company with proof that he or she did actually attend for that Jury service, including details about the length of attendance and the amount received for Jury service.
- b) On receipt of evidence of the amount paid to the Employee for Jury Service, the

Company will pay the Employee for each ordinary work day the difference between the amount received for Jury service and the basic all-purpose daily rate they would have received had they been at work. This Shall apply for the first 10 days of Absence.

## **26 PUBLIC HOLIDAYS AND HOLIDAY WORK**

- a) An Employee, other than a casual Employee is entitled to be absent from work on Gazetted SA Public Holidays without loss of pay:
- b) An Employee required to work on a public holiday will be paid for a minimum of four (4) hours work at the rate of double time and a half ordinary time rates.
- c) An Employee may refuse a request from the Employer that the Employee work on a public holiday, if:
  - i. the request is not reasonable; or
  - ii. the refusal is reasonable.

## **27 PICNIC DAY**

- a) The first Monday in December of each year shall be the Picnic Day (unless varied as mutually agreed)
- b) Employees wishing to attend the Picnic Day will be paid the basic all-purpose daily rate subject to the employee providing evidence of his/her attendance.
- c) The production of the (stamped) butt of a ticket issued for the picnic shall be sufficient evidence of such attendance..
- d) Employees unable or not wishing to attend the Picnic may access accrued annual leave or RDO's should they wish to be paid for the day.
- e) Employees unable or not wishing to attend the picnic, but who may be available for work, may be permitted to do so, only on the condition that work is available. Work undertaken on this day shall be at normal rates of pay.

## **28 ELECTRICAL & OCCUPATIONAL LICENCES**

- a) A Class Electrical Workers Licence

Employees who are employed by the Company in a permanent electrical trades-person position shall be reimbursed for the costs incurred in renewing their unrestricted electrical workers registration ("A" class licence), under the following conditions:

- The employee has been employed in such position by the Company for a continuous period of three (3) years or more.
- The employee has presented proof of their registration renewal to the Company.
- The employee's registration renewal application was made after the date of certification of this Agreement.

- b) Other Occupational Licences

Employees shall be reimbursed for all costs incurred in obtaining and/or renewing occupational licences used in the course of their employment with the Company, under the following conditions:

- The occupational licence was obtained upon request by the Company.

- The employee presents proof of costs incurred as a result of obtaining and/or renewing the licence to the Company.
- The licence was obtained and/or renewed after the date of certification of this Agreement.

## **29 FIRST AID ALLOWANCE**

- a) An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications shall be paid a daily allowance as set out at Schedule C if he/she is appointed by the Company to perform first aid duty on a particular site.

## **30 LIVING AWAY FROM HOME ALLOWANCE**

- a) Where an Employee is engaged on distant work, all reasonable board and lodgings will be supplied by the Company, at no cost to the Employee and in addition to all other entitlements, pay the employee a daily allowance as provided by Schedule C. Alternatively, where the employee elects in writing to supply their own meals and accommodation, they shall receive the weekly allowance (or part thereof) as provided by Schedule C.
- b) Where reasonable board and lodging are not available, the Company and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.
- c) Employees rostered for distant work must be notified in writing by the Company. In all cases, employees will be given a minimum of one (1) weeks' notice before such distance work can commence. The Company will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive working days or have less than four consecutive days between engagements on distant work.
- d) An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:
- (i) any risk to Employee health and safety including the risk of fatigue;
  - (ii) the Employee's personal circumstances including any family responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Company, and by the Employee of his or her intention to refuse it.
- e) 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.
- f) Whilst employees are required to work away from their home-base there will be reasonable private use of company vehicles to ensure mobility in the varying work locations. Where private use is not possible, employees will be provided with taxi vouchers for reasonable travel use whilst working away.
- g) All provided meals will be of a suitable choice, quality and quantity to meet the varying tastes and nutritional needs of employees. Meal allowances may be paid to employees in advance of travel, by submitting a timesheet prior to close of the pay period (prior to travel) to allow for normal processing of this allowance payment by Payroll Services.
- h) Employees required to live away from home shall be provided with reasonable telephone

expenses, or reasonable use of company phones to make personal calls.

### **31 DISPUTES SETTLING PROCEDURE**

- a) The parties agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further, the parties agree that it is in the best interests of both parties to achieve prompt resolution of disputes directly between the Employee(s) concerned and the Company.
- b) This clause shall apply for all disputes arising from or related to the Employee-Employer relationship including, without limitation, the NES and the Agreement.
- c) The most effective procedure to achieve the prompt resolution of disputes is for the responsibility for resolution to remain as close to the source as is possible. It is with this uppermost in mind that the parties agree to strictly adhere to the following dispute settlement procedure:
  - (i) Where a dispute arises, the matter shall be first submitted by the employee or Employee Representative (if any) to the supervisor or another appropriate manager, or vice versa. If not settled, the matter shall be referred to more senior persons.
  - (ii) At any stage in the process an Employee(s) may nominate a third party of their choice to represent them.
  - (iii) Reasonable time limits must be met and allowed for discussions at each level of authority. If the dispute is not resolved the Company must provide a response to the Employee(s) grievance including the reasons for not implementing any proposed remedy.
  - (iv) While this procedure is being followed the status quo that existed immediately prior to the events that gave rise to the dispute must remain, normal work must continue, provided that where safe work is not possible, the Employee's shall relocate to an alternate area or site that safe work is available.
  - (v) No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
  - (vi) Where a matter cannot be resolved in accordance with the above, nothing shall prevent either party from referring the matter to FWC for conciliation, and if unable to be resolved in conciliation, arbitration.
  - (vii) All steps above must be fully exhausted before this referral may occur.
  - (viii) If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
  - (ix) Any outcome resulting from this dispute settlement procedure must be consistent with the requirements of the FW Act, the National Code of Practice for the Construction Industry, and the Building Code.

### **32 PERFORMANCE AND FLEXIBILITY**

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

### **33 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.

Employee's period of continuous service with employer on termination	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

**NOTE :An employee shall be entitled to a pro rata payment for any period of continuous service which is less than a full year at any of the year levels referred to above.**

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

**34 PROVISION FOR SEVERANCE PAY & NOTICE**

- a) The Company agrees to make provision for severance for full-time Employees (excluding apprentices) by payments into an industry redundancy fund up to or greater than they would be entitled to under clause 33 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 the Protect Redundancy Scheme.
- c) The amount of contributions paid by the Company are set out in schedule B per week for each week they are at work or on authorised leave paid by the Company

- d) Once the amount the Company has contributed to that particular Employee's total trust fund account reaches their potential severance pay entitlement under clause 33 i.e., 16 weeks' pay at his/her base rate of pay, the Employee may elect to continue to have the weekly contribution paid into their nominated superannuation fund. This election may be suspended to top up the redundancy fund if the Employee's potential severance pay entitlement increases or if site conditions require fund contributions to be made. This arrangement will be by mutual agreement between the Company and the employee.
- e) 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 and will include any redundancy money diverted as a superannuation payment per the requirements of clause 34(d).

### **35 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), an Employee(s) authorises the Company to deduct from any wages any overpayments made in error to the Employee by the Company. Such reimbursement will be deducted at an agreed weekly amount until such time as the full amount has been repaid.

### **36 INCLEMENT WEATHER PROCEDURE**

#### **a) Definition and Payment**

- (i) Inclement weather shall mean the existence of continuous abnormal and/or extreme climatic conditions including
- hail,
  - snow
  - cold
  - severe dust storm
  - smoke or poor air quality
  - extreme high temperature
  - high humidity
  - high wind
  - rain affected work site
- whereby it is either unsafe and/or unreasonable for employees, exposed to this weather, to continue working.
- (ii) Each affected employee shall be entitled to payment by the employer for ordinary time lost through inclement weather for up to 24 hours in every period of four weeks, where the procedures outlined in this clause are complied with.

#### **b) Conference Procedure**

- (i) The Employer, or the Employers' representative, shall, when requested by the Employees or an Employee representative, confer (within a reasonable period of time which shall not exceed 1 hour) for the purpose of determining whether or not conditions are inclement. Any dispute about whether or not conditions are inclement shall be dealt with via the disputes procedure.
- (ii) Provided that if the Employer or the Employers' representative refuses to confer within such reasonable period, Employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

- (iii) For the purposes of determining the temperature for inclement HOT weather, the temperature shall be sourced, during this conference, from the Bureau of Meteorology station geographically nearest the work site.

**c) Inclement WET Weather – Continuous Rain**

- (i) Employees shall not be required to work whilst exposed to continuous rain. However, employees shall remain on site (in amenities) for a maximum period of three (3) hours from when the inclement weather conference procedure commences.
- (ii) If, at any stage during this three (3) hour period the inclement weather ceases to exist, employees shall return to work.
- (iii) During this three (3) hour period, employees may be required to comply with any of the following options:
  - (a) Employees exposed to such weather whilst working shall be relocated to alternative work (which is undercover and/or not exposed to continuous rain) on the same site if possible or, such work on an alternative site. If relocated to an alternative site, employees shall be entitled to the appropriate travelling and transport provisions contained herein this Agreement.
  - (b) Where employees are required, by the site safety officer or, by the employer to continue working in the continuous rain for safety or emergency purposes only, the employer shall provide appropriate wet weather equipment and clothing. Such equipment and clothing shall remain the property of the employer.
  - (c) Where required by the company, affected employees shall participate in:
    - Toolbox meetings
    - Work planning sessions
    - OH&S training
    - Equipment training etc.
- (iv) Where all available options have been exhausted and the employees have complied with the procedures provided herein (i.e., remained on site for the maximum of two hours etc.), employees shall then be allowed to leave the work site.
- (v) Where employees are in the amenities because they have been rained off, or, at starting time, morning tea, or lunch time it is raining, they shall not be required to go to work in affected areas unless:
  - a. The rain stops; or
  - b. A covered walkway is provided; or
  - c. The Amenities are in are under cover and the Employees can get to unaffected areas without going through rain, or areas affected by rain.
  - d. Unaffected areas must be free of falling rain, not affected by casual water or where water would drip on the Employees.

**d) Inclement HOT Weather – Extreme Heat**

- (i) Employees shall not be required to work whilst exposed to extreme heat on commercial building sites within a 50km radius of the Adelaide GPO.
- (ii) Where it is confirmed by the Company and employees that the temperature is 35 degrees Celsius, employees shall no longer be required to work in exposed (non-shaded) areas. Furthermore, where it is confirmed by the Company and employees that the temperature is 35 degrees Celsius,

employees (not working in air-conditioned areas) shall not be required to remain on the work site for the final hour of the ordinary working day.

- (iii) Where it is confirmed by the Company and employees that the temperature is 37 degrees Celsius or greater, employees (not working in air-conditioned areas) may be relocated to an air-conditioned area on the same site if possible. Employees who cannot be relocated to an air-conditioned area shall be allowed to leave the work site.
- (iv) Employees may be relocated from their ordinary work site to an alternative work site (that may either provide air-conditioning, or not be exposed to such extreme heat), provided they are given a minimum of 1 hours' notice prior to the normal finishing time on the preceding day, where the anticipated temperature is 37 degrees Celsius or greater.
- (v) Employees working in air-conditioned areas shall continue to work at all times.

### **37 TRANSFER OF LABOUR**

- a) If a halt to productive work occurs due to a cause which is out of the reasonable control of the Company, the parties agree that Employees can be relocated to other unaffected areas to continue productive work or other sites or to the office to undertake other type tasks that include but are not limited to preparing quality documentation, estimating assistance, material inventory, termination and other test sheets, compiling termination kits or cable numbering, training or any other meaningful work as directed by the Company.

### **38 MOTOR VEHICLES**

- a) A Company vehicle (where applicable) may be provided for use during the performance of duties on behalf of the Company. Prior to the use of Company vehicles, employees acknowledge that they must be appropriately licenced to drive the vehicle, and drive with due care at all times.
- b) Employees also acknowledge that traffic infringements and fines are the responsibility of the driver.
- 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) Employees must notify the Company of any change to their driver's licence that may affect their ability to perform their duties.

### **39 MOBILE TELEPHONES**

- a) Except for Union Delegates and Health and Safety Representatives attending to duties directly related to their roles, personal mobile telephones are not to be used during normal working hours and are only to be used during breaks. It is acknowledged by the parties that the use of mobile phones on any worksite can create distractions and a significant safety risk.
- b) It is agreed that the Company will issue mobile phones on an "as required" basis with particular emphasis on the needs of the job on which the employee is engaged. Mobile phones shall be issued under the following conditions:

- (i) It is agreed that employees issued with company mobile phones will only use such phones strictly for company related calls.
- (ii) It is agreed that every effort will be made to protect phones from damage and misuse.
- (iii) When the Company deems the phone is no longer required to be used by the employee the phone shall be returned to the employer with all accessories.

#### **40 SUPERANNUATION**

- a) Superannuation shall be paid in accordance with the Superannuation Guarantee Administration Act 1992 (Cth). Contributions shall be paid into an eligible My Super fund nominated by the Employee. Where an employee does not nominate a fund, contributions will be paid into Cbus as the default fund.
- b) The Employee can elect to salary sacrifice part or all of his or her wages or other allowable entitlements into a superannuation fund of the Employee's choosing provided that:
  - (i) The arrangement complies with relevant legislation and Company policy as amended from time to time;
  - (ii) The Employee notifies the Company of his or her election to salary sacrifice in writing prior to the wages and/or allowable entitlements being earned or accrued by the Employee;
  - (iii) The superannuation fund is a complying superannuation fund; and the amount to be paid into the superannuation fund plus any balance of wages and/or allowable entitlements is equivalent to what the Employee would have been entitled to as wages and/or allowable entitlements under this Agreement.
- c) Subject to the governing rules of the relevant superannuation fund, the Company will make the superannuation contributions provided for in Clause 41a) in the following circumstances:
  - (i) While the Employee is on any form of paid leave;
  - (ii) For the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to work-related injury or work-related illness provided that:
    - a) the Employee is receiving workers compensation payments or is receiving regular payments directly from the Company in accordance with the statutory requirements; and
    - b) the Employee remains employed by the Company.

#### **41 ON-CALL, STANDING-BY AND RECALL TO WORK**

- a) An Employee recalled to work overtime after leaving the work premises or site shall be paid a minimum of four hours' work at the appropriate rate for each time he/she is so recalled.
- b) An Employee is On Call when required by the Company to make themselves contactable by telephone or pager outside working hours to answer Company related calls. It is usual but not mandatory for them to personally attend any call-outs they receive or alternatively to contact other Company personnel to attend the call-out if they are unable to go for any reason. A daily On Call allowance shall be paid in accordance with Schedule C and also a minimum of four hours paid at the appropriate rate in the event of a call out.
- c) Where an Employee has agreed to be on-call and/or standing-by they shall:
  - (i) Make themselves contactable via telephone and/or mobile telephone and/or pager

(as specified by the Company) for the whole time they are on-call or standing-by; 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. An Employee on-call or standing-by shall at all times be ready, willing and able to drive a motor vehicle and hence shall not be over the legal driving limit for alcohol or under the influence of any other driving impairing drugs or substances.
- d) An Employee is on Standby when he or she is prepared and excludes all other outside activities to hold themselves in constant readiness to be called back to work. This need for standby is a rare occurrence (midnight 1 January 2000 is an example). An Employee on Standby is paid at ordinary time rates of pay for all time spent on standby with the rate increasing to the appropriate overtime rate if called out.

## **42 APPRENTICES**

### **43.1 General**

- 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 with the outcome of a fully qualified and well-trained tradesperson.
- b) The Company also has experienced the benefit of using group training apprentices. The Company will continue to host full time apprentices from Group Training Organisations as an integral part of its business model and will continue to source those apprentices from established and credible group training companies that will work with the Company to provide flexible and quality training outcomes.
- c) Subject to the laws applicable to apprentices in South Australia, the Company commits that all electrical apprentices will undertake the Certificate III in Electrotechnology (Electrician) based on the traditional four (4) year apprenticeship and will not support any reduction in this apprenticeship training or engage any apprentices under a reduced/shorter training package.
- d) Provided that the qualification outcome specified in the training agreement is to be consistent with that established for apprenticeships in the trade training package determined from time to time by the EE-0Z Industry Skills Council (Electrocomms and Energy Utilities Industry Skills Council) and endorsed by the National Training Framework Committee.
- e) Apprentices must be provided training and/or provided access to training consistent with the contract or training agreement without loss of pay, apprentices may be required to re-sit failed units in their own time.
- f) An apprentice working in an establishment under a particular work cycle who attends technical college on a rostered day off, shall be afforded another ordinary working day off as substitution for the rostered day off. Any substituted day must be taken in the current or next succeeding work cycle.
- g) An apprentice attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the employer, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the registered training organisation commencing the training, whichever is the later, unless there is unsatisfactory progress:
  - (i) all fees paid by the apprentice less any amount paid to the apprentice for

reimbursement of these fees by a government; and

- (ii) any costs associated with prescribed textbooks incurred by an apprentice in connection with training specified in, or associated with, the training contract.
- h) The ordinary hours of employment of apprentices must not exceed those of the relevant tradesperson.
- i) No apprentices under the age of 18 years will be required to work overtime or shift work unless they so desire. No apprentice will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract of apprenticeship or training agreement.
- j) The parties covered by this Agreement shall endeavour to ensure that the appropriate support is provided to enable women to successfully complete apprenticeships.
- k) Employment of minors
  - (i) The Company shall not employ minors in any trade covered by the classification of this Agreement where the relevant state apprenticeship authority has prescribed such classifications as an apprenticeship trade.
  - (ii) A minor may be taken on as a probationary apprentice for three months, and if apprenticed, such three months shall count as part of their period of apprenticeship.
- l) Adult Apprentices
  - (i) People who are 21 years of age or over at the time of entering an apprenticeship with the Employer, are to be classified as adult apprentices.
  - (ii) .
- m) Apprenticeship Supervision
  - (i) All apprentices shall be supervised by an appropriately qualified tradesperson on each worksite and the Company shall implement the "*Supervision guidelines for apprentices working on electrical installations*" referred to in Schedule H.

### 43.2 Group Training Apprenticeship Scheme Engagement

- a) Where Apprentices are engaged by a Group Apprenticeship Scheme the Apprentice will be paid by the Group Training Company at the rates specified in the industrial instrument of the particular Group Training Company.
- b) The Company will ensure Group Training companies providing apprentices that are hosted by the Company:
  - (i) operate subject to the laws applicable to apprentices in South Australia, and that apprentices hosted by the Company will undertake the Certificate III in Electrotechnology (Electrician) generally based on the traditional Four (4) year apprenticeship with the outcome of a fully qualified and well-trained tradesperson. are provided with the same right to safety, supervision and training as any other employee. The Company shall always endeavour to host apprentices on a long term basis and shall endeavour to ensure that the quality

of the training provided during the hire is of a high standard.

- c) The Company shall endeavour to hire the apprentice on a long-term basis and shall ensure that the quality of training provided during the hire is of a high standard.

### 43.3 Directly Employed Apprentices

- a) Apprentice Wages
  - (i) The apprentice wage rates are listed in Schedule B.
  - (ii) Progression to the wage rate for each year of the Apprenticeship (e.g. from 1st to 2nd year etc) will apply from the anniversary dates of the commencement of the apprenticeship.

### 43 DISCIPLINE

- a) If an employees performance or behaviour does not meet required standards, he/she will be made aware of these identified deficiencies and be given the opportunity to correct these deficiencies.
- b) In these circumstances usually, the employee will receive a verbal warning from their supervisor and if their performance is still unsatisfactory the supervisor will again warn them and keep a written record of the warning.
- c) If the problems continue the employee will receive a final written warning notice after which your employment may be terminated.
- d) At any stage of this process an Employee may request the details of the deficiencies/problems be provided in writing.
- e) Employees are entitled to be represented by a representative of their choice during the disciplinary process, should they so choose.
- f) Any work related theft, including that of scrap materials, tools or equipment, be it from the Company, a work site, other Employees or from a client, may be summarily dismissed. Any serious misconduct such as dishonesty, drunkenness or assault may also result in summary dismissal. The Company will Counselling and Disciplinary Procedure shall be utilized to deal with such incidents. The employee may be stood down with pay during this process. Should summary dismissal be deemed the appropriate action, wages shall be paid up until the time of dismissal only.

### 44 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 eight hours' notice on either side.
- b) In the event of redundancy or dismissal of a permanent Employee (with the exception of a fixed term/project Employee, a casual Employee, or an Employee terminated for serious misconduct) the Company shall give each Employee a minimum period of notice consistent with the following table:

Period of Continuous Service	Period of Notice
Up to the completion of 1 year	1 week

1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- c) Where an Employee is over 45 years of age at the time of termination and has a period of continuous service with the company in excess of two years, the Employee shall be entitled to one week's notice in addition to that prescribed above.
- d) Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- e) Where an Employee has given or been given notice of termination of employment, he/she shall continue in employment until the date of the expiration of such notice. Nothing in this clause shall prevent the Company making payment in lieu of notice.
- f) 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.
- g) Where an Employee is re-employed within a period of one month of the termination of employment, the Employee shall be paid for all public holidays occurring within the period between the termination of service and re-employment.

#### **45 WORK HEALTH & SAFETY**

- a) All parties to this agreement are committed to the provision and maintenance of a safe and healthy working environment. The Company shall ensure compliance with all applicable Work Health & Safety Acts and Regulations
- b) The Company is committed to providing a safe and healthy working environment for all its employees. To maintain this commitment, the Company will provide the resources, skills and training necessary to assist managers and employees to provide and maintain a high WH&S standard within the Company
- c) Managers and supervisors have the responsibility to maintain a safe working environment and to ensure that safe working procedures are in place and observed at all times.
- d) Employees have the responsibility to
  - (i) Wear and use any safety and protective equipment or clothing provided.
  - (ii) Comply with the Company's Work health and safety practices and procedures.
  - (iii) Immediately report to management any accidents, incidents or hazards arising in the course of employment. Such behaviour will be encouraged by the Company and employees will not be prejudiced by compliance.

#### **46 WORKERS' HEALTH & SAFETY REPRESENTATIVES**

- a) The employees may request that the Company commence negotiations to determine work groups. Once those work groups have been identified workers may elect a Health and Safety Representative (HSR) and Deputy Health & Safety Representative (DHSR) if any, for each work group in accordance with the provisions of the South Australian *Work Health and Safety Act 2012*.

- b) As soon as practicable within the period of 3 months after the Company being advised of the election of the HSR and the DHSR, the Company will arrange and pay for the necessary training required by the HSR/DHSR to enable them to perform their role. This training must be approved by the regulator.
- c) While attending these courses the HSR / DHSR will be paid their normal rate of pay, including all allowances. That is, they will not have their wages reduced because of their attendance at the training course.
- c) After their initial training, Health and Safety Representatives will be afforded one Annual refresher course or other additional training/seminars as prescribed in the WHS Act. Health and Safety Representatives will be paid their normal rate including all allowances while attending these courses/seminars.
- d) The Company will not prevent the HSR and the DHSR (if any) from exercising their obligations under the Act during their ordinary working hours.
- e) The Company will ensure that a list of HSR and DHSR (if any) for each work group is prepared, kept up to date and distributed to all employees on a regular basis.
- f) The HSR may request the Company to establish a workplace health and safety committee. If the Company is requested to do so they will establish a health and safety committee within one month of that request.

#### **47 ASBESTOS AWARENESS TRAINING**

- a) The Company agrees to schedule an agreed accredited asbestos awareness training course for every Health and Safety Representative and Union Delegate.
  - (i) Training will be undertaken within six months of the commencement of this Agreement for each Health and Safety Representative and Union delegate who has not already participated in the training and as soon as is practical for all new Health and Safety Representatives and Union Delegates elected after this time.

#### **48 DRUGS & ALCOHOL POLICY**

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

- d) Any disputes in relation to, or in connection with Drug and Alcohol policies, testing and/or principles, are within the scope of, and shall be dealt with via, the dispute resolution procedure.
- e) Employees shall comply with the requirements prescribed in the policies of the Company in relation to drugs and alcohol.

#### **49 SMOKING**

- a) Employees recognise that the employer is committed to providing a smoke free workplace, and as such:
  - Will only smoke in designated smoking areas during authorised rest or meal breaks.
  - Will not smoke in company vehicles or any area where smoking could lead to risk of fire, explosion or damage.
- b) Smoking is not allowed in any site offices, mess/change sheds or sanitary facilities; or any other amenities

#### **50 TOOL KIT**

- a) The Company accepts the responsibility of providing major specialty 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 or are damaged by Flood or fire whilst on- site or in a company vehicle the Company shall re-purchase the tools stolen/damaged.
- c) The payment is subject to the Company being provided with an inventory of tools. The Company is to provide a "tool list form" for completion by each employee and on commencement for new employees. This form may be adjusted from time to time when the employee increases/decreases his or her tools. Where the Company fails to provide the list as mentioned above, the Company will be liable for all tools lost, damaged as determined by the employee affected. This list may be audited by the Employees' nominated supervisor from time to time. Details of both the inventory and subsequent audits are to be kept by the Company. Should the employee fail to complete and return the "tools list form" the Company shall not be liable for any loss.
- d) An Employee's hourly rate includes a tool allowance. The Parties agree that the list of tools prescribed at Schedule D is a minimum requirement for Tradespersons receiving a tool allowance (which is incorporated into their hourly rate). All employees shall supply, maintain, and have available for work daily a full set of tools as listed in the relevant tool kit list. Where tools are not available, the employee will be required to make these tools available by the next shift. Non-compliance may incur disciplinary action.
- e) At each workshop or depot and at each job site the Company shall provide suitable free storage accommodation for Employee's tools. The Company shall ensure that such tool storage accommodation is as secure as practicable in the Employees absence.

#### **51 PERSONAL PROTECTIVE EQUIPMENT**

- (a) Employees shall be provided with safety eyewear, gloves, safety footwear and protective clothing in accordance with the conditions prescribed below:
- i. Employees are required to wear, in the course of their work, all equipment and apparel supplied by the employer.
  - ii. Clothing issued may be identified by a company name or logo.
  - iii. It is the responsibility of employees to maintain and repair all clothing.
  - iv. The supplied footwear and protective clothing shall be replaced on a fair wear and tear basis provided they are produced to the employer as evidence of such fair wear and tear.
  - v. In the event of a dispute arising between the parties in regard to the provisions of this clause, the parties agree that the dispute will be dealt with in accordance with the dispute settlement procedure as contained in this agreement.

*Safety Footwear*

- (b) Each employee shall be provided with one (1) pair of safety footwear (up to a maximum value of \$140.00) per year by the Company and Safety footwear is expected to have a life of 12 months.

*Protective Clothing*

- (c) The Company shall supply four (4) long-sleeved shirts and four (4) trousers and ensure that shirts are available in both light-weight and heavy-weight fabric.
- i. This supply of clothing will have an expected life span of 24 months but will be replaced on a fair wear and tear basis upon reasonable request. Any clothing issued in excess of the standard supply of four (4) shirts and four (4) trousers will have an expected life-span of 24 months.
  - ii. Short sleeved shirts and shorts will NOT be supplied or approved as being appropriate outdoor work clothing.
  - iii. Laundering and maintenance of the protective clothing shall be the responsibility of the employee.

*Weather Proof Jackets*

- (d) Employees shall be provided with weather-proof jackets if requested during the year between May 1st and September 1st, under the conditions outlined below:
- i. By the nature of their work the employees are subject to the elements.
  - ii. The employee has completed at least one (1) month's service with the Company away from the normal workplace (i.e. on outdoor work-sites).
  - iii. The request for the jacket is made between the dates prescribed at the outset of this clause.
  - iv. The jacket requested is of an approved type (i.e. 'fit-for-work-purpose').
  - v. The life of the jacket is prescribed as three (3) years and shall only be replaced when it can be demonstrated that it requires replacement due to fair wear and tear.

*Sunscreen*

- (e) Employees shall have access to SPF 50+ broad spectrum sunscreen.
- i. Employees shall, prior to commencing work in the open, apply the sunscreen to all exposed areas of their body, including lips. The

sunscreen shall be re-applied during the provided rest interval/break and again during their meal break.

- ii. Employees requiring a particular type of sunscreen because of medical reasons shall provide appropriate medical proof of such reasons to the employer or relevant safety supervisor whereby the particular type of sunscreen shall be subsequently provided.

## **52 INCOME PROTECTION SCHEME**

- a) The Company will provide all employees covered by this Agreement, Income Protection Insurance via Protect
- b) At the time of making this agreement, Employees will be provided the \$1200 / \$750 cover.

This will be increased to the \$1400 / \$1000 cover commencing 1<sup>st</sup> Jan 2025.

- c) Upon request from an Employee, the Company will provide documentary evidence that the Company has taken out a policy with the relevant scheme.

A summary of the benefits available to employees via Protect is provided in Schedule E of this Agreement

## **53 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.

## **54 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.

## **55 NOTICE BOARD**

- a) When practical the Company shall erect a notice board of reasonable dimensions to be located in a prominent position in each Company establishment, plant or job site where Company Employees are working or if required in separate buildings in each establishment or plant or job site so that such notice boards shall be reasonably accessible to all Company Employees working under the Agreement at the establishment, plant or job site.

## **56 CONSULTATIVE MECHANISM**

- a) The Parties may establish and maintain a Consultative Committee as a forum for

effective communication between the parties.

- b) It is not the objective of parties to this clause that the committee would over-ride the function and responsibilities of management or the Union.
- c) The Consultative Committee will be made up of an equal number of management representatives and Employee representatives elected by the Employees.
- d) The principle purpose of this Committee will be to:
  - (i) Monitor the implementation of the terms of this Agreement;
  - (ii) Assist in the process of workplace reform through consultation;
  - (iii) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security;
  - (iv) Monitor, discuss, develop and or recommend measures or actions in respect of but not limited to:
    - Productivity and Competitiveness
    - Job Security
    - Work Health and Safety
    - Rehabilitation of injured Employees
    - Women in the industry
    - Skills and training
    - Implementation of quality assurance
    - Existing and future work
    - Removal of restrictive work practices
    - Environmental protection
- e) The Company will facilitate the ability for a Consultative Committee member on full pay to attend other Company work sites if there is no Consultative Committee member on that site to provide information which is directly related to the employees and the Company when required, this activity will require coordination with and approval of Company site management on sites affected.

## **57 UNION DELEGATES**

- a) Union Delegates are to ensure that they meet their obligations as an Employee of the Company as a priority to undertaking their duties as a Union Delegate. Union Delegates are required to ensure that when they are carrying out their duties that they adhere to and strive to meet the key objectives of this Agreement.
- b) For the purpose of this clause a Union Delegate shall be one which has been elected by site Employees on a site or project and recognised by the Union. Nothing within this agreement will prevent Union Delegates from consulting or conferring with each other.
- c) The Company shall not relocate an elected Union delegate from a site or project without prior consultation with the affected delegate.

## **58 UNION DELEGATES DUTIES / ACTIVITIES & RIGHTS**

- a) Union Delegates must be given reasonable time off with pay (inclusive of all allowances Union Delegates would normally receive) to carry out their duties/activities as a Union Delegate. Before attending to his/her duties/activities as a Union Delegate, the Union Delegate will notify and coordinate activities with his/her immediate supervisor.

- b) Union Delegates' duties/activities include:
- (i) Assisting and representing Employees in workplace relations matters including grievances, disputes, disciplinary action at workplace; and
  - (ii) Keeping Employees informed of workplace relations matters and providing advice and information; and
  - (iii) Working with the Employees and the Company to resolve issues at a site level; and
  - (iv) Representing the interests of members in their workplace to the Union, the Company and Industrial tribunals and Courts; and
  - (v) Attending Union endorsed training, forums or meetings up to 5 days per year, which are directed to improving the skills & knowledge of the participant in the system of workplace relations. The Company will be provided with 7 days-notice of such training/forums; and
  - (vi) Participating in bargaining for an agreement to replace this agreement; and
  - (vii) Giving the Union's representatives instructions and information during a dispute, including preparation and attendances in tribunals and courts; and
  - (viii) Attend monthly meetings conducted by the Union to discuss industry related matters. The Company will be provided 14days-notice of such meetings and the name/s of the delegate/s attending.
- c) Union Delegates' rights include:
- (i) To be treated fairly and to perform their role without discrimination in their employment;
  - (ii) Recognition that Union endorsed Union Delegate/s will speak on behalf of Union members in the workplace;
  - (iii) To use a personal mobile phone to make calls when required for their duties but always and only when safe to do so and in full compliance with the safety requirements of the Company mobile phone policy.

## **59 UNION DELEGATE FACILITIES**

As far as practically possible the Company will extend the usual courtesy of providing reasonable access to resources such as phone, photocopier, filing cabinet, internet and Company 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 the Union.

The Company will respect the privacy of the delegate's use of the resources.

## **60 FLEXIBILITY ARRANGEMENTS**

60.1 The Company and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the hours of work arrangement provided in Clause 12, provided:

- a) Any flexible agreement may allow for up to 12 hours per day to be worked at ordinary time, provided that weekly ordinary hours of work shall be an average of

36 per week and shall not exceed 144 hours in 28 consecutive days. Such an arrangement shall not extend the spread of ordinary hours beyond 6.00 am to 6.00 pm; and

- b) The arrangement meets the genuine needs of the Company and employee; and
- c) Is genuinely agreed to by the Company and the employee.

60.2 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.

60.3 The Company must ensure that the individual flexibility arrangement:

- (i) is in writing; and
  - (ii) includes the name of the Company and the Employee; and
  - (iii) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (iv) includes details of:
    - a. how the arrangement will vary the effect of the terms of this Agreement; and
    - b. how the Employee will be better off overall in relation to the terms and conditions of his/her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.
- d) The Employee must receive a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) The Company or Employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Company and Employee agree in writing, at any time.

## **61 CONSULTATION TERM**

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

### **61.1 Major change**

- a) For a major change referred to in paragraph 61 (a) (1):
  - (i) the Company must notify the relevant employees of the decision to introduce the major change; and
  - (ii) sub-clauses 61.1 (b) to (i) apply.
- b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- c) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.
- d) As soon as practicable after making its decision, the Company must discuss with the relevant employees:
  - the introduction of the change; and
  - the effect the change is likely to have on the employees;
  - the measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- e) for the purposes of the discussion, provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- f) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph 61.1 (a) (i) and sub-clauses 61.1 (b) and (d) are taken not to apply.
- i) In this term, a major change is likely to have a significant effect on employees if it results in:
  - (i) the termination of the employment of employees; or
  - (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (iv) the alteration of hours of work; or
- (v) the need to retrain employees; or
- (vi) the need to relocate employees to another workplace; or
- (vii) the restructuring of jobs.

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

- a) For a change referred to in clause 61 (a) (2):
  - (i) the Company must notify the relevant employees of the proposed change; and
  - (ii) sub-clauses 61.2 (b) to (f) apply.
- b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- c) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the Company of the identity of the representative;  
  
the Company must recognise the representative.
- d) As soon as practicable after proposing to introduce the change, the Company must:
  - (i) discuss with the relevant employees the introduction of the change; and
  - (ii) for the purposes of the discussion, provide to the relevant employees:
    - all relevant information about the change, including the nature of the change; and
    - information about what the Company reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that the Company reasonably believes are likely to affect the employees; and
    - 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).
- e) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- f) The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- g) In this term:
  - (i) "relevant employees " means the employees who may be affected by a change referred to in clause 61 (a).

## 62 PROJECT ALLOWANCE

- a) An allowance based upon the published total project construction values in accordance with the table contained in Appendix C of this Agreement will be paid as a Flat Allowance in addition to the All-Purpose Wage Rate for time spent on-site or for work associated with a site where the employee spends the majority of working hours on site.

Total Project Construction Value	Project Allowance June 2022	Project Allowance 1st Jun 2024	Project Allowance 1st March 2026
\$50m - \$100m	\$0.50	\$1.00	\$4.00
\$100m - \$150m	\$1.50	\$2.00	\$4.50
\$150m - \$200m	\$2.00	\$2.50	\$5.00
\$200m - \$300m	\$2.50	\$3.00	\$5.50
\$300m - \$400m	\$3.50	\$4.00	\$6.00
\$400m - \$500m	\$4.50	\$4.75	\$6.50
\$500m - \$600m	\$5.00	\$5.25	\$7.00
\$600M+	For projects valued above \$600M there shall be an increment in the site allowance of 10cents per additional \$100M or part thereof		

- b) Specific Project allowances will apply to any agreed projects tendered, contracted, or commenced prior to the lodgement of this agreement with the Fair Work Commission. A list of these projects and applicable Project Allowance are set out in Schedule K of this agreement.
- c) The Project allowance compensate employees for any and all special factors and/or disabilities encountered on site that are not specifically provided for in this agreement. This allowance is not subject to any premium or penalty with regard to additional hours (overtime).
- d) Total Project Construction Value is defined as the value associated with the development application listed by Cordells, BCI or equivalent.

## 63 EMPLOYEE ENTITLEMENTS AND COMPLIANCE

### Superannuation, Severance, WorkCover, Long Service Leave and Insurance

- a) The Company shall ensure that all its Employees covered by this Agreement are registered with the relevant industry schemes as listed in this agreement for Redundancy, Superannuation, Long Service Leave Payments and Income Protection Insurance.
- b) It is acknowledged that information confirming compliance (i.e., registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.
- c) It is a specific requirement that the Company shall ensure that all payments and/or paperwork to the abovementioned funds and schemes are up to date and made in full

in accordance with the relevant Trust Deed or scheme of the fund.

- d) When an Employee or their representative raises a concern in respect of the Employee's entitlements and/or the Company's compliance with payments and/or registration with the abovementioned funds or schemes, the Company shall provide to the Employee, or their representative if requested in writing by the Employee, all relevant information to assist in resolving any concerns.
- e) If a person covered by this Agreement has a genuine and reasonable belief that the Company has failed to comply with its obligations the following process will apply:
  - (i) the person or their representative must notify the Company in writing of the alleged non-compliance and what must be done to remedy it; and
  - (ii) the parties must consult in good faith in an effort to resolve the matter.

## **64 ABORIGINAL OR TORRES STRAIT ISLANDER CULTURAL LEAVE**

The Company acknowledges the importance of recognising the cultural obligations and observances of our Aboriginal and Torres Strait Islander (ATSI) communities. As such the Company will provide additional leave to eligible employees in order to support attendance and participation in these recognised activities.

An employee who has formally identified with the Employer as being Aboriginal or Torres Strait Islander, is eligible to access additional leave for the purpose of fulfilling specific cultural obligations that are recognised as part of the employee's culture.

The entitlement to the additional leave includes 3 days of paid cultural leave and 7 days of unpaid cultural leave.

### **Definitions**

Family and Community obligations may include:

- a) Attending to or making arrangements for the care of a sick family member; or
- b) Attending to or organizing a funeral and affairs for a deceased family member; or
- c) Fulfilling community obligations including required attendance at community meetings

National Cultural Activities may include:

- a) NAIDOC week
- b) National Sorry Day

Family member means:

- a) Family – extended family relationships; and
- b) For the purpose of this clause, family represents and covers the extended families that exist within Aboriginal and Torres Strait Islander cultures and the obligations that may exist in addition to, and irrespective of bloodline relationships.
- c) Family extends to cover relationships where there is a close association.

### **Entitlement to paid and unpaid cultural leave**

Eligible employees can access up to 3 days of paid cultural leave and 7 days of unpaid cultural leave per calendar year as follows:

- a) The leave is available in full at the start of each calendar year; and
- b) The leave does not accumulate from year to year; and

- c) It is available in full to part-time employees.
- d) Access to paid cultural leave for the purpose of attending to or making arrangements for the care of a sick family member is only once all other personal/carer's leave entitlements have been exhausted.
- e) Access to paid cultural leave for the purpose of attending to or organizing a funeral and affairs for a deceased family member is in addition to the provision of compassionate leave in this Agreement.
- f) If, in accordance with this clause, an Employee, takes a period of paid cultural leave, the Company shall pay the Employee at the Employee's ordinary rate of pay for what would have normally been the Employee's ordinary hours of work in the period.

#### **Notice Requirements**

Requests for cultural leave will not be unreasonably refused where:

- a) The employee has provided 2 weeks' notice for attending Recognised National Cultural Activities; and the leave does not accumulate from year to year; and
- b) In the event of accessing cultural leave to attend to or making arrangements for the care of a sick family member, or for the purpose of attending to or organizing a funeral and affairs for a deceased family member the employee must notify the Employer as soon as practicable.

#### **Evidence Requirements**

If requested by the Employer, Employees who have applied for cultural leave will be required to provide reasonable evidence as to the nature of the activity / ceremony / observance that the Employee plans to attend.

Evidence may be in the form of a certificate issued by a medical practitioner or a statutory declaration for accessing cultural leave to attend to or making arrangements for the care of a sick family member, or for the purpose of attending to or organising a funeral and affairs for a deceased family member. The evidence should be provided as soon as is practicable, which may be after the leave is taken.

Evidence for attending Recognised National Cultural Activities can be by providing detail of the cultural activity or a statutory declaration.

65 SIGNATORIES

  
Signature  
**FOR THE COMPANY**


Todd Shillito  
Print Name in Full  
**FOR THE COMPANY**

121 King William, Adelaide  
Address of Signatory  
**FOR THE COMPANY**

General Manager - Operations  
Position / Authority Held  
**FOR THE COMPANY**

20/06/2025  
Date of Signing Agreement

Witnessed by:

  
Signature

James Schaedel  
Print Name in Full

  
Signature  
**FOR THE UNION**

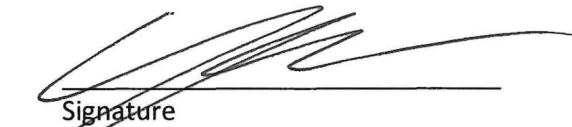
JOHN ADLEY  
Print Name in Full  
**FOR THE UNION**

87 SAINT VINCENT ST. PORT ADELAIDE  
Address of Signatory  
**FOR THE UNION**

CEPU SA BRANCH SECRETARY  
Position / Authority Held  
**FOR THE UNION**

19/06/2025  
Date of Signing Agreement

Witnessed by:

  
Signature

Alex CAPPEIR  
Print Name in Full



## **SCHEDULE A - WORKER DEFINITIONS**

### **1. Electrical Worker Grade 1**

An “Electrical Worker Grade 1” is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such.

### **2. Electrical Worker Grade 2**

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

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

- a) Unskilled tasks as directed;
- b) Cut to specified lengths - ducting, Unistrut, conduit and other cable and support systems;
- c) Paints cable trays, ducts and conduits;
- d) Chase walls as marked by a tradesperson.

Is an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

Is an adult who is employed on the maintenance and inspection of electricity distributions poles.

### **3. Electrical Worker Grade 3**

An “Electrical Worker Grade 3” is an Employee who works under direction, may be required to perform the work of an electrical worker Grade 2; and

Without limiting the scope of the work performs the work described below to the level of his/her training;

- a) Is engaged in store work; or
- b) Is qualified and required to drive or operate the Company’s machinery, plant or equipment incidental to his/her primary task or functions; or
- c) Inspects and test fire alarm or security alarm equipment; or
- d) Under the supervision of tradesperson or electronics serviceperson;
  - Installs radio, communications and related equipment including antenna; or
  - Installs fire alarm or security alarm equipment; or
  - Installs data and communication cabling.
- e) Provided that this person shall not undertake tasks requiring skills of a tradesperson.

#### 4. Electrical Worker Grade 4

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

- a) Is accredited and employed to perform scaffolding or rigging; and
- b) Is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or
- c) Has worked for not less than one year as an electrical worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of tradesperson or electronics supervisors.
  - Installs radio, communications and related equipment including antenna; or
  - Installs fire alarm or security alarm equipment; or
  - Installs, terminates, and tests data and communication cabling.
- d) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical worker and works without assistance and supervision.
- e) Provided that this person shall not undertake tasks requiring the skills of a tradesperson.

#### 5. Electrical Worker Grade 5

An “Electrical Worker Grade 5” is employed to use the skills and rights acquired through the training and licencing 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; and
- f) Holds a current Unrestricted South Australian Electrical Workers Registration

**SCHEDULE B - RATES OF PAY**

1 <sup>st</sup> May 2025					
Classification	Base Hourly Wage Rate	All Purpose Site Allowance	Total Hourly Wage Rate	Daily Travel Allowance Clause 11(f)	Weekly Employer Severance Fund Contribution Clause 34
Grade 1	\$42.46	\$2.50	\$44.96	\$44.00	\$90
Grade 2	\$43.98	\$2.50	\$46.48		
Grade 3	\$45.52	\$2.50	\$48.02		
Grade 4	\$47.05	\$2.50	\$49.55		
<b>Grade 5</b>	<b>\$48.74</b>	<b>\$2.50</b>	<b>\$51.24</b>		
Grade 6	\$50.26	\$2.50	\$52.76		
Grade 7	\$53.18	\$2.50	\$55.68		
Grade 8	\$55.88	\$2.50	\$58.38		
Grade 9	\$57.01	\$2.50	\$59.51		
Grade 10	\$61.61	\$2.50	\$64.11		
<b>Apprentices</b>					
1st Year	\$26.81	\$1.38	\$28.19		N/A
2nd Year	\$31.69	\$1.63	\$33.32		N/A
3rd Year	\$34.12	\$1.75	\$35.87		N/A
4th Year	\$39.97	\$2.05	\$42.02		N/A
1st Year Adult	\$38.99	\$2.00	\$40.99		N/A
2nd, 3rd & 4th Year Adult	\$42.46	\$2.50	\$44.96		N/A

**AdelPower Pty Ltd & CEPU South Australian Enterprise Agreement 2025**

<b>1<sup>st</sup> Nov 2025</b>					
<b>Classification</b>	<b>Base Hourly Wage Rate</b>	<b>All Purpose Site Allowance</b>	<b>Total Hourly Wage Rate</b>	<b>Daily Travel Allowance Clause 11(f)</b>	<b>Weekly Employer Severance Fund Contribution Clause 34</b>
Grade 1	\$43.65	\$2.50	\$46.15	\$45.00	\$95
Grade 2	\$45.21	\$2.50	\$47.71		
Grade 3	\$46.79	\$2.50	\$49.29		
Grade 4	\$48.37	\$2.50	\$50.87		
<b>Grade 5</b>	<b>\$50.10</b>	<b>\$2.50</b>	<b>\$52.60</b>		
Grade 6	\$51.67	\$2.50	\$54.17		
Grade 7	\$54.66	\$2.50	\$57.16		
Grade 8	\$57.44	\$2.50	\$59.94		
Grade 9	\$58.61	\$2.50	\$61.11		
Grade 10	\$63.34	\$2.50	\$65.84		
<b>Apprentices</b>					
1st Year	\$27.56	\$1.38	\$28.94		N/A
2nd Year	\$32.57	\$1.63	\$34.20		N/A
3rd Year	\$35.07	\$1.75	\$36.82		N/A
4th Year	\$41.09	\$2.05	\$43.14		N/A
1st Year Adult	\$40.08	\$2.00	\$42.08		N/A
2nd, 3rd & 4th Year Adult	\$43.65	\$2.50	\$46.15		N/A

1 <sup>st</sup> May 2026					
Classification	Base Hourly Wage Rate	All Purpose Site Allowance	Total Hourly Wage Rate	Daily Travel Allowance Clause 11(f)	Weekly Employer Severance Fund Contribution Clause 34
Grade 1	\$44.87	\$2.50	\$47.37	\$46.00	\$100
Grade 2	\$46.48	\$2.50	\$48.98		
Grade 3	\$48.10	\$2.50	\$50.60		
Grade 4	\$49.72	\$2.50	\$52.22		
<b>Grade 5</b>	<b>\$51.50</b>	<b>\$2.50</b>	<b>\$54.00</b>		
Grade 6	\$53.11	\$2.50	\$55.61		
Grade 7	\$56.19	\$2.50	\$58.69		
Grade 8	\$59.04	\$2.50	\$61.54		
Grade 9	\$60.24	\$2.50	\$62.74		
Grade 10	\$65.10	\$2.50	\$67.60		
<b>Apprentices</b>					
1st Year	\$28.33	\$1.38	\$29.71		N/A
2nd Year	\$33.48	\$1.63	\$35.11		N/A
3rd Year	\$36.05	\$1.75	\$37.80		N/A
4th Year	\$42.24	\$2.05	\$44.29		N/A
1st Year Adult	\$41.20	\$2.00	\$43.20		N/A
2nd, 3rd & 4th Year Adult	\$44.87	\$2.50	\$47.37		N/A

**SCHEDULE C – ALLOWANCES**

<p><b>Living Away from Home Allowance</b>  <i>Paid in accordance with clause 30.</i></p>	<p>Option 1- Employer pays all accommodation, meals &amp; incidentals</p> <p>Option 2 - The employer is to provide accommodation and payment for meal/incidental expenses in accordance with Tax Determination TD 2021/6 (Table 1), or as amended each tax year. On the first day of travel, the employer will provide meals, or where the employee elects, a payment in respect to meals as required and incidentals in accordance with Tax Determination TD 2021/6 (Table 1), or as amended each tax year. On the final day where the employee is travelling back to home base, the employer will provide payment in respect to meals as required in accordance with the minimum amounts specified in Tax Determination TD 2021/6 (Table 1), or as amended each tax year.</p> <p>Option 3 – Where the employee elects to arrange their own accommodation the employer is to provide payment for accommodation, meals, and incidental expenses in accordance with Tax Determination TD 2021/6 (Table 1), or as amended each tax year. On the first day of travel, the employer will provide meals, or where the employee elects, a payment in respect to meals as required, as well as accommodation and incidentals in accordance with Tax Determination TD 2021/6 (Table 1), or as amended each tax year. On the final day where the employee is travelling back to home base, the employer will provide payment in respect to meals as required in accordance with the minimum amounts specified in Tax Determination TD 2021/6 (Table 1), or as amended each tax year.</p>
<p><b>On Call Allowance</b>  <i>Paid in accordance with clause 42 (b).</i></p>	<p>\$60.00 per day upon lodgement with FWC</p>
<p><b>Motor Vehicle Allowance</b>  <i>Paid in accordance with clause 11 (h).</i></p>	<p>\$1.00 per km</p>
<p><b>Tool Allowance</b>  <i>Incorporated in All Purpose hourly rate.</i></p>	<p>\$18.00 per week</p>
<p><b>Meal Allowance</b>  <i>Paid in accordance with clause 11(i) &amp; 15 (i).</i></p>	<p>\$18.00</p>

<p><b>First Aid Allowance</b> Paid in accordance with clause 29.</p>	<p>\$4.00 per day upon lodgement to a maximum of \$20.00 per week.</p>
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### Supervisory Allowances

*Paid in accordance with clause 11 (i).*

In recognition of the increased level of responsibility, supervision and managerial functions performed by supervisors, a four-level allowance structure (contained in Table 1A below) shall apply to employees that the Company deem to be performing either of the following two roles:

#### Leading Hand

Leading hand shall perform the duties of supervising the work of other employees, liaise with and assist the Project Leader and/or the Supervisor in the organising, programming and general management of projects. A leading hand shall also perform the associated record keeping, reporting (quality assurance procedure) clerical and logistical (ordering and procuring of materials, plant and equipment) duties as well as attend site meetings if/when required.

#### Project Leader

Project leader shall perform (in addition to the leading hand tasks) administrative (record keeping), co-ordinating (quality assurance), clerical, operational (materials, plant and equipment) and project set-up management functions as well as direct liaison with clients and attend site meetings if/when required.

All supervisors shall ensure that employees under their direction are aware of the work schedules and time allocations for tasks. In addition, supervisors shall be required to also monitor and report the following (to management):

- Work progress on a daily basis.
- Work performed by employees under their direction.

All supervisors shall undertake any training deemed necessary by the company in order to carry out the duties and functions of their role competently.

Supervisory Allowances	
Supervisory Level	All Purpose Allowance (per hour)
Leading Hand Level 1 (1 –2 trade employees*)	\$1.50
Leading Hand Level 2 (3 –10 employees)	\$3.00
Leading Hand Level 3 (11 –20 employees)	\$4.50
Project Leader Level 4 (20+ employees)	\$6.00

\*TRADE EMPLOYEES DOES NOT INCLUDE APPRENTICES

**SCHEDULE D - EMPLOYEE TOOL KIT**

<b>TOOL KIT – ELECTRICAL MECHANIC</b>	
Allen Keys (Metric/Imperial)	Spanner (shifting 8")
Chisel Cold	Spanners (open ended 6mm-19mm)
Chisel 1/2" Wood	Spanners (ring 6mm - 19mm)
Crimping Tool (Utilux 00 or equivalent)	Spanners (socket 6mm - 25mm)
Bootlace Crimper (Where required)	Insulating lug crimping tool
Battery Drill 18v - 13mm.	Steel Square
Hacksaw	Pliers (insulated 8' combination)
Junior Hacksaw	Spirit level 300mm
Hammer (3lb)	Tape (8M)
Electrician's knife	Tin Snips (10")
Multigrips	Toolbox & Padlock
Pliers (insulated 8' combination)	Torch
8" side cutter	8" cable cutter (Optional)
Pliers (long nose)	Voltage Tester (test lamp Wigger or similar)
Screwdriver (small)	Multi meter
Insulated terminal screwdriver	Conduit/duct cutters - optional
Screwdriver (medium)	Chalk line
Screwdriver (large)	Keyhole saw
Screwdriver (Philips's head - small)	Punch (centre)
Screwdriver (Philips's head - medium)	Tool belt, carry tray or shoulder bag.

<b>TOOL KIT – COMMUNICATION EMPLOYEE</b>	
Allen Keys (Metric/Imperial)	10” Shifter
Cold Chisel	Combination Square
Chisel 1/2” Wood	Keyhole Saw
Small Tip Soldering Iron	Spanners (Socket 6mm to 19mm)
Solder Sucker	Hacksaw
I.C. Insertion / Extraction Tool	Junior Hacksaw
Spirit Level	Claw Hammer
Scotch Lock Pliers	Hammer 3 lb
Tape Measure (8 metre)	Electrical Knife (Approved Safety Type)
Tin Snips	Wire Strippers
Multigrips	Tool Belt or Carry Tray
Torch	Pop Rivet Gun
8” Pliemo Insulated Cable Cutter	Multimeter
Pliers - Long Nose	Battery Drill (18 volt)
Small Side Cutters	Centre Punch
Pliers (Insulated 8” Combination)	Surgical Scissors
Screwdriver (Phillips Head Small)	Krone Tool
Screwdriver (Small)	AUSTEL Customer Premises Cabling
Screwdriver (Medium)	Manuals
Screwdriver (Large)	Conduit / Duct Cutters
Screwdriver (Phillips Head - Medium)	Electrical Drill
Insulated Terminal Screw Down	Trowel
Toolbox & Pad Lock	Staple gun
F-set	Utilux pre-insulated crimp tool

**SCHEDULE E - PROTECT INCOME PROTECTION INSURANCE**

**KEY FEATURES AND BENEFITS**

**Injury & Sickness:**

- 365 days, Worldwide, 24/7 Protection

**Coverage:**

	<b>\$1200 / \$750 cover</b>	<b>\$1400 / \$1000 cover (from 01/01/2025)</b>
<b>Tradesperson &amp; other non-apprentice</b>	Up to \$1200 per week	Up to \$1400 per week
<b>Apprentice</b>	Up to \$750 per week	Up to \$1000 per week

**Maximum Benefit Period:**

- 104 weeks general injury & illness
- 13 weeks organized amateur sport / extreme sport
- 26 weeks degenerative conditions

**Waiting Period:**

- 14 days for all claims

**Workers Compensation Top-up:**

- top-up included from week 53

**Cover for All Disclosed Employees:**

- up to age 70 (Injury & Sickness)

**Additional Benefits**

**Accidental Death Cover:**

- Death from at-work injury - \$400,000\* with dependents, \$200,000\* without
- Death outside work - \$75,000\* with dependents, \$37,500\* without

**Serious Trauma (capital) benefits:**

- Up to \$275,000\* (e.g. permanent paraplegia / quadriplegia from at work injury)
- Up to \$75,000\* (e.g. other TPD injuries)

**Broken bones benefits (non-workplace, non-sporting injuries):**

- Up to \$8,000\* (e.g. neck, spine or skull, full break)
- Up to \$75,000\* (e.g. other TPD injuries)

**Accidental Dental Injury (also for dependent partners & children)**

- \$500\* per lost front tooth (\$350\* for other teeth)
- \$175\* per chipped tooth, lost filling

### **Other Benefits**

- Funeral Expenses - up to \$5000 funeral expenses
- Emergency home help – up to \$250 per week (up to 26 weeks)
- Domestic duties assistance - up to \$200 per week (up to 10 weeks)
- Chauffeur plan (taxi or other) - up to \$1000 per month (up to months)

The above is only a summary of the benefits that are provided under the *Protect Income Protection* insurance provided by the Company. The full details of the benefits and exclusions are contained in the PDS and schedules available on request by the employee from Protect or ATC Insurance Solutions.

## **SCHEDULE G – HEAT, HUMIDITY & SUN AWARENESS**

The parties recognise that prolonged exposure to direct sunlight, high temperatures and high levels of humidity may create a risk to health and safety of workers if appropriate precautions are not taken.

The Company will implement the procedures set out within Clause 36 – Inclement Weather Procedure to address issues when they arise and will implement risk management processes as and when required to mitigate the effects of inclement weather and to ensure the Health and Safety of employees is maintained and to allow work to continue without risk to employee's health and safety.

### **Control Measures which may be implemented**

At inductions and again specifically when the weather conditions require at on site toolbox meetings the Company will provide information and instruction to increase the awareness of employees of the safety issues related to heat, humidity and working in direct sunlight and of specific control measures that may be implemented by the Company and the personal responsibilities of the Employees.

### **High Temperatures or High Humidity**

- Workers will be trained in mitigating and recognising heat stress illness symptoms in themselves and others during inductions and toolbox talks.
- Workers will be provided with access to cool, clean drinking water;
- Consider the implementation of short drink breaks and monitor employee hydration;
- Schedule work in exposed areas in the cooler less humid parts of the parts of the day rescheduling to provide earlier starting times if required,
- Utilise existing shaded areas or provide shaded areas for work in direct sunlight;
- Consider a reduction of PPE, only where permissible;
- Provide increased airflow where possible and practical;
- Wear light clothing under coveralls;
- Consider rotation of workers where possible;

### **Employee personal responsibilities and actions including:**

- Avoiding caffeinated drinks as they promote dehydration;
- Avoid soft drinks and hydrate regularly and monitor their own intake of water;
- Individuals should seek their own medical advice on the effect of any medication being taken and communicate with the Company, First Aid Officer or HSR if they believe this may impact on their health at work.
- Employees will ensure that facilities and equipment provided by the Company is used correctly in the interest of their personal wellbeing.
- Employees experiencing the symptoms of heat stress must immediately advise their supervisor and report to first aid.

### **Working in Direct Sunlight**

Skin cancer is a major concern in Australia and all workers, particularly those regularly working in direct sunlight. The company and the employees shall ensure the following processes and principles are implemented:

- The Company will ensure all current and new employees are inducted into and provided with information on sun-safe procedures.
- Employees are provided with access to and will use a broad-spectrum sunscreen

with a minimum SPF of 30+

- Employees are provided with and will wear a broad brim hard hat attachment including a neck flap;
- The company must ensure where possible clothing is lightweight, comfortable, well ventilated and does not restrict movement within the limitations of compliance with safety standards, company safety policies and procedures;
- Employees are provided with and will wear suitable tinted safety glasses compliant with relevant Australian Standards;
- Employees are provided with portable shade where possible and are advised to work in natural shade where possible;
- New employees at any site shall be informed, trained and supervised in sun safe techniques during inductions and tool box talks.

### **Personal Responsibility**

The Employees agree that their personal health and wellbeing is important and that taking personal responsibility for their own health is essential and critically important. The Employees agree that:

- All Australians and particularly workers engaged in outdoor work should have their skin checked regularly by a doctor, regardless of age; and
- They should regularly monitor their skin and look out for new or unusual spots or sores that won't heal, or a spot or mole that has changed size, shape or colour.
- They should promptly seek professional medical attention if they notice any new or unusual spots or sores that won't heal, or a spot or mole that has changed size, shape or colour.
- Employees experiencing the symptoms of heat stress or generally feeling unwell due to environmental conditions must immediately advise their direct supervisor who will record the incident and report to first aid for assessment and/or treatment.

## **SCHEDULE H - APPRENTICE SUPERVISION POLICY**

### **Levels of supervision**

Apprentices need varying levels of supervision as they acquire skills and gain confidence.

This supervision falls into three categories: direct, general and broad.

Apprentices begin learning a particular skill under direct supervision. When they achieve competence in a skill, they move to general supervision for that skill.

These decisions should be made in consultation with the apprentice. It is important that an apprentice is able to voice their confidence or uncertainty in regard to their abilities and different aspects of electrical work.

### **Direct supervision**

Direct supervision is one-on-one supervision.

This is essential for every new apprentice and must be maintained during the training of a particular skill, until the apprentice has demonstrated their competence in that skill.

The supervisor shall provide specific and constant guidance to the apprentice, closely liaising and monitoring the apprentice, and continually reviewing the work practices and the standard of their work.

The supervisor shall:

- remain on the same work site as the apprentice.
- provide instruction and guidance to the apprentice, and directly observe all aspects of the apprentice's work to ensure work is performed safely and correctly.
- be readily available and able to communicate directly with the apprentice at all times;
- remain within audible range (earshot) of the apprentice.

### **General supervision**

General supervision is a stage that an apprentice enters as they gain skills that allow them to function more independently. The apprentice will move from direct supervision to general supervision only in the skills where they have demonstrated competence.

As part of general supervision, the supervisor shall provide the apprentice with instruction and direction for the tasks to be performed, with progressive checks and relevant testing to be carried out while the work is being undertaken.

The supervisor shall:

- remain on the same work site as the apprentice;
- provide instruction and guidance, and observe all aspects of the apprentice's work to ensure work is performed safely and correctly;
- be readily available to communicate directly with the apprentice when required;
- be readily available in the immediate work area.

## **Broad supervision**

The apprentice at this level of supervision must be able to demonstrate electrical knowledge and skills relevant to the task. The apprentice will not require constant guidance from the supervisor whilst performing familiar tasks. The supervisor shall consult with the apprentice regarding the tasks being undertaken and provide instruction and direction as required.

The supervisor shall provide periodic face to-face contact throughout the day, or work cycle, to check that the apprentice's work complies with technical and safety requirements.

## **Conditions for carrying out isolation procedures**

In all cases, the supervisor shall be responsible for carrying out isolation procedures, confirmation of isolation, compliance testing and commissioning/energisation.

Apprentices should have the opportunity to carry out these tasks in the final stages of their apprenticeship, but only under direct supervision and under the conditions below.

- A 3rd stage apprentice may carry out basic (not live) fault finding under direct supervision.
- A 4th stage apprentice may carry out basic (not live) fault finding under general supervision only if they have been deemed competent to do so. A 4th stage apprentice may carry out advanced fault finding and confirmation of isolation under direct supervision.

## **Ratio of supervisors to apprentices**

An Employer of electrical workers should ensure that the ratio of supervisors to apprentices is 1:2 under direct supervision and 1:4 under general supervision.

- One supervisor is to supervise no more than two apprentices under direct supervision at any one time.
- One supervisor is to supervise no more than four apprentices under general supervision at any one time.

## **Level of guidance**

The level of guidance required for an apprentice is expected to gradually diminish from direct supervision through to general instruction to a broad direction over the stages of the apprenticeship, as competency is attained and demonstrated by the apprentice. The level of competency directly relates to the type of work being carried out.

For example; a 4th stage apprentice, who generally works on domestic installations, would not necessarily be competent to work at the same level on a construction site, or a large industrial site, and may require additional direct supervision on the requirements when introduced to these unfamiliar work sites.

## **Apprentice competency**

Criteria essential to assessing an apprentice to be competent in a task includes:

- awareness of safety requirements;

- performing the job to an appropriate technical standard;
- understanding workplace policies and procedures;
- dealing with everyday problems that may occur;
- understand why a task is performed in a certain way or sequence;
- being able to apply skills consistently.

### Elements of effective supervision

An effective workplace supervisor:

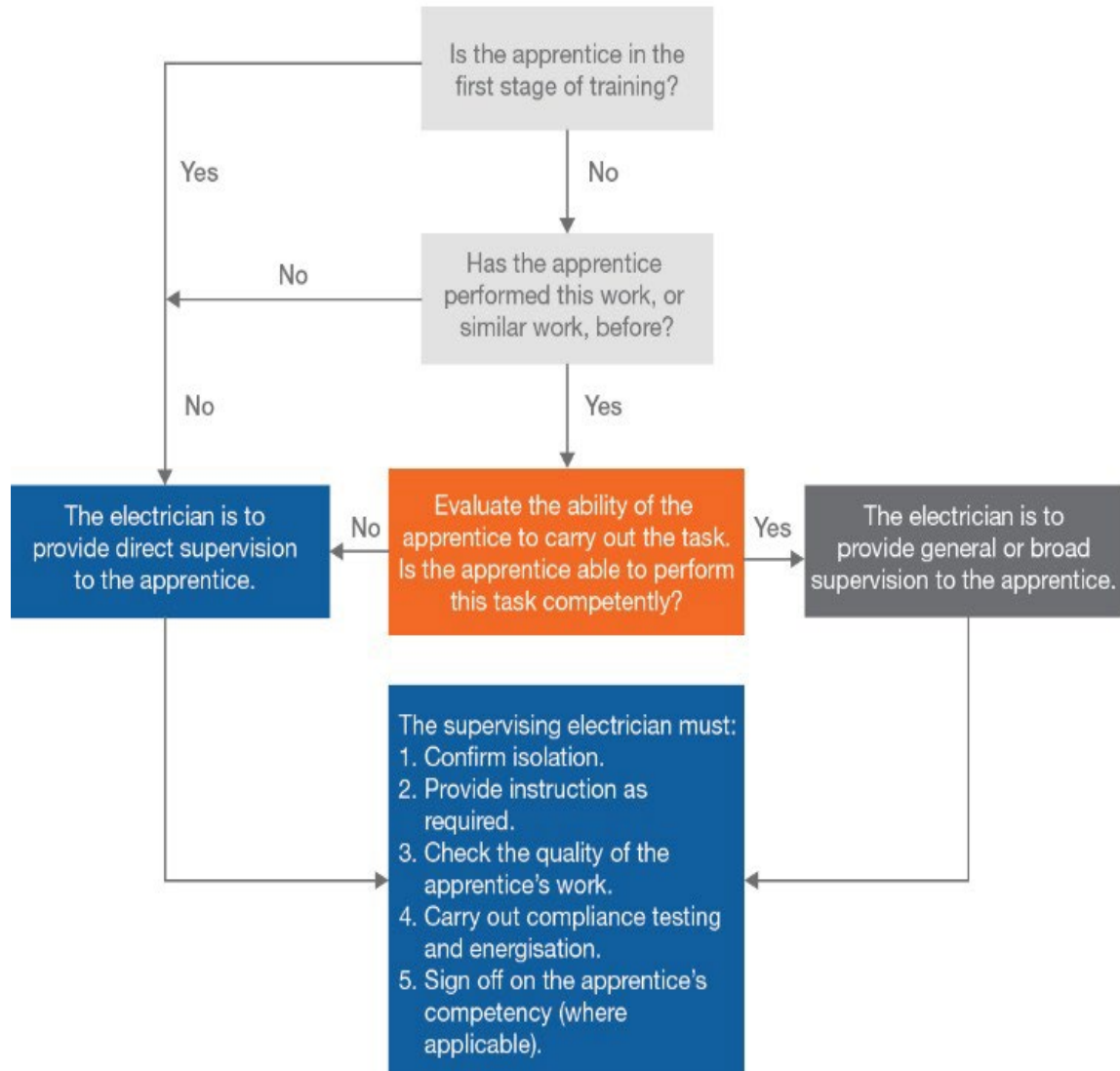
- provides a safe and supportive workplace;
- trains the apprentice in safe work practices;
- provides technical training;
- acts as a positive role model;
- manages the apprentice's training needs;
- helps the apprentice develop problem solving skills;
- provides regular feedback and encouragement; and
- discusses and develops on-the-job training with the apprentice.

### General guidance: supervision levels

Type of work	Apprentice training stages	Minimal level of supervision
New electrical installations (not connected to supply) Cable tray installation Rough in light and power	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> or final	Direct Direct/ General General/Broad Broad
Maintenance, alterations and additions to existing electrical installations Sub-mains and main installation	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> or final	Direct Direct/ General General Broad
Workshop assembly and maintenance of electrical equipment	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> or final	Direct Direct/ General General/Broad Broad
Distribution and main switchboard installation	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup>	Direct Direct Direct/General

	4th or final	General/Broad
Electrical isolation of installation and equipment	1st 2nd 3rd 4th or final	Direct Direct Direct Direct
Testing	1st 2nd 3rd 4th or final	Direct Direct Direct Direct
Fault finding	3rd 4th or final	Direct Direct
Live work	<p>Work on or near any live/energised electrical installation or equipment is not permitted.</p> <p>Testing to confirm isolation and fault-finding are exceptions and must be under direct supervision. Refer to above section and AS/ NZS 4836.</p>	

**General guidance: supervision levels**



The Work Health and Safety Act 2012 places a duty of care on Employers to provide such supervision to employees as necessary to enable the employees to perform their work in a manner that is safe and without risks to health. The use of the above requirements in no way removes or limits the Company's duty of care under Work Health and Safety legislation in providing a safe workplace.

## **SCHEDULE I - DISCRIMINATION & SEXUAL HARASSMENT**

The aim of the Company is to provide a work environment free from all types of discrimination and sexual harassment for all Employees fully supporting the Sex Discrimination Act 1984 and the South Australian Equal Opportunity Act 1984.

The Company fully complies with all applicable requirements of the federal and state legislation on discrimination, including, but not limited to discrimination on the grounds of religion, national origin, marital status, gender, disability or age.

There is an expressed commitment by the Company to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

Sexual harassment is unacceptable behaviour, which is not asked for and can take many forms, obvious or subtle, direct or indirect. It can include, but is not limited to display of sexually suggestive, offensive degrading material, computer screen savers and e-mail, sexually suggestive looks and comments, wolf whistling or physical contact and indecent assault.

Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those involved. Ultimately, the responsibility for discrimination and sexual harassment matters lies with senior management of the Company.

The Company will make a genuine effort to give opportunities in employment where possible to Aboriginal or Torres Strait Islanders.

**SCHEDULE J - RDO CALENDARS (informative)**

**Calendar 2023**

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- 3 Public Holiday
- 4 School Holidays
- 27 RDO
- 5 Picnic Day

**Calendar 2024**

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- 3 Public Holiday
- 4 School Holidays
- 27 RDO
- 5 Picnic Day

### Calendar 2025

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- 3 Public Holiday
- 4 School Holidays
- 27 RDO
- 5 Picnic Day

### Calendar 2026

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May						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- 3 Public Holiday
- 4 School Holidays
- 27 RDO
- 5 Picnic Day

**SCHEDULE K - EXEMPT PROJECTS**

The following Projects are specifically excluded from the requirement to increase site allowance as set out in Clause 65 (a).

Tendered Project	Current Projects

## SCHEDULE L – Major Infrastructure Projects

The following Provisions Shall Apply on Major Infrastructure Projects within the State of South Australia.

Major Infrastructure Project means an Infrastructure Project with a Total Construction Value of at least \$5 Billion. Total Construction value shall be determined as defined in Clause 3 of this agreement.

### Wages

For employees working on any Major Infrastructure Project the following rates of pay shall apply in lieu of the rates contained in schedule B.

Classification	May-25	Nov-25	May-26
Grade 1	\$ 47.46	\$ 48.79	\$ 50.16
Grade 2	\$ 48.54	\$ 49.90	\$ 51.30
Grade 3	\$ 50.17	\$ 51.57	\$ 53.02
Grade 4	\$ 51.25	\$ 52.68	\$ 54.16
<b>Grade 5</b>	<b>\$ 53.94</b>	<b>\$ 55.45</b>	<b>\$ 57.00</b>
Grade 6	\$ 56.64	\$ 58.23	\$ 59.86
Grade 7	\$ 59.33	\$ 60.99	\$ 62.70
Grade 8	\$ 61.49	\$ 63.21	\$ 64.98
Grade 9	\$ 64.19	\$ 65.99	\$ 67.84
Grade 10	\$ 66.88	\$ 68.75	\$ 70.68
<b>Daily Travel and Fares</b>	<b>\$46.00</b>	<b>\$47.00</b>	<b>\$48.00</b>
<b>Weekly Severance</b>	<b>\$100</b>	<b>\$105</b>	<b>\$110</b>

### Major Infrastructure Project Allowance

For work performed on any Major Infrastructure Project a flat rate site allowance of \$9.60 will apply in lieu of any amounts that would otherwise be applicable under the table contained within clause 62(a) for time spent on-site or for work associated with a site where the employee spends the majority of working hours performing work associated with the project.

### Major Infrastructure Project High Skills Allowance

In recognition of the additional skills required to perform work safely on Major Infrastructure Projects, employees engaged on a Major Infrastructure Project will receive an additional all-purpose allowance of \$3.00 per hour.

### Employers Commitment to Training and Development

The Employer recognises the specialised and skilled nature of work in the electrical trades on Major Infrastructure Projects. As such, the Employer commits to training and developing employees' career progression by, where practicable and subject to reasonable business requirements, offering opportunities to acquire training and accreditations such as:

- High Voltage Operator Training
- Hazardous Areas Electrical
- Elevated Work Platform High Risk License

Other training may be provided by mutual agreement between the parties.