



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Trojan Workforce No. 3 Pty Ltd
(AG2024/324)

TROJAN WORKFORCE NO. 3 PTY LTD SITE SPECIFIC (SORBENT - BOX HILL) ELECTRICAL LABOUR HIRE AGREEMENT 2023-2025

Industries not otherwise assigned

DEPUTY PRESIDENT O'KEEFFE

PERTH, 22 FEBRUARY 2024

Application for approval of the Trojan Workforce No. 3 Pty Ltd Site Specific (Sorbent - Box Hill) Electrical Labour Hire Agreement 2023-2025

[1] An application has been made for approval of an enterprise agreement known as the *Trojan Workforce No. 3 Pty Ltd Site Specific (Sorbent - Box Hill) Electrical Labour Hire Agreement 2023-2025* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Trojan Workforce No. 3 Pty Ltd (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The notification time for the Agreement under s.173(2) was 1 July 2022 and the Agreement was made on 31 January 2024. Accordingly, the genuine agreement requirements are assessed under the Act as those applying before 6 June 2023 and the better off overall test is that applying on and from 6 June 2023¹.

[3] The Applicant expressed the view that the Agreement passes the Better Off Overall Test (BOOT) and provided a summary of why it expressed this view. Consistent with s.193A(3) of the Act I have given consideration to this view when determining whether the Agreement passes the BOOT. The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**the CEPU**), who were a bargaining agent, did not express a view as to whether the Agreement passes the BOOT.

[4] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[5] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**the CEPU**), lodged a Form F18 statutory declaration giving

¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the CEPU.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 February 2024. The nominal expiry date of the Agreement is 1 July 2025.



DEPUTY PRESIDENT

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**Trojan Workforce No. 3 Pty Ltd
Site Specific (Sor bent - Box Hill)**

**Electrical Labour Hire Agreement
2023-2025**

1. Title

This Agreement shall be known as the Trojan Workforce No. 3 Pty Ltd Site Specific (Sor bent – Box-Hill) Electrical Labour Hire Agreement 2023-2025.

2. Arrangement

The Agreement is arranged as follows:

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3. Application of Agreement

- 3.1. This Agreement shall regulate the rates of pay and define the conditions of employment of employees of **Trojan Workforce No.3 Pty Ltd (ABN 61 096 722 593)** engaged in one of the classifications pursuant to Clause 11. It applies to Employees within the electrical industry who work at client site (Sor bent) located at 19 Ailsa Street, Box-Hill, 3128. This Agreement shall continue to cover these Employee’s if they are temporarily required to perform work away from 19 Ailsa Street, Box Hill, 3128.
- 3.2. This Agreement shall apply to Employees of the Company who are engaged to:
- perform the maintenance, installation, relocation and/or modification of machines, which will include electrical work limited to tasks incidental to the performance of the primary task, including shutdown work carried out within a permanently established premises.
 - perform work as supplementary labour for a 3rd party client alongside the client’s existing Employees under the clients’ direction; or
 - perform work where the company has a maintenance contract with the client.
- 3.3. This agreement does not apply to:
- any operation that is part of, or is preparatory to, or is for rendering complete, the prefabrication of made-to-order components to form part of any building, structure or works, whether carried out on-site or off-site;
 - On – site Metal Construction Work;
 - Building and construction projects; and/or
 - Refurbishment work on building and construction projects.
- 3.4. Definitions
- For the purposes of this clause “Employees” means all Employees of the Employer employed in Victoria and/or based in Victoria and sent by the company to work temporarily in other states, engaged within the classifications in the Award.
 - For the purposes of clause 3, a “building and construction project” is a project on which the Employer carries out work in conjunction with work being carried out by a principal contractor or Client for the project and where the work for the principal contractor’s or Client falls within the following:
 - tradespersons, apprentices, and trainees engaged in electrical installation work, repair, or refurbishment, fabrication, erection and/or installation work, including the making, assembling or

fixing of any material necessitating the use of tradesperson's tools when it is carried out at a construction site which is specifically established for that purpose or in demolition of buildings or structures.

3.5. On-site metal construction work shall mean

- a) Metal trades work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:
 - 3.5.a.1. Power stations, oil refineries, terminals, and depots; chemical, petro-chemical and hydrocarbon plants; and associated plant, plant facilities and equipment;
 - 3.5.a.2. Major industrial and commercial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature;
 - 3.5.a.3. Plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals, and the like;
 - 3.5.a.4. Transmission and similar towers, transmission lines and associated plant, plant facilities and equipment;
 - 3.5.a.5. Lifts and escalators as prescribed.
 - 3.5.a.6. Tunnels, Bridges and Marinas.
 - 3.5.a.7. Metal trades work on other engineering projects.
 - 3.5.a.8. Maintenance and/or repair and/or servicing work carried out on site by the Employees of contractors or subcontractors in connection with contracts for on-site construction work referred to in 3.5(a).

3.6. On-site metal construction work shall not mean

- a) work carried out within a permanently established place of employment such as a workshop, factory or warehouse where products are manufactured, or services rendered.

4. Parties Bound

The parties to this Agreement are:

- **Trojan Workforce No.3 Pty Ltd (ABN 61 096 722 593) ("Company");**
- all employees of the Company engaged in one of the classifications as contained in Clause 11 of this Agreement whose employment is, at any time when the Agreement is in operation, subject to this Agreement;
- subject to application pursuant to section 183 of the Act, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia ("the Union" or "the ETU"), as the context requires, union means the union here named.
- This Agreement binds the Company, those of its employees to whom the Agreement applies, the Union and its members to whom the Agreement applies.

5. Date and Period of Operation

This Agreement will operate 7 days after the date of approval by the Fair Work Commission. The nominal expiry date of the Agreement is 1 July 2025.

The Agreement will continue in force until varied, terminated or replaced by another Agreement as agreed by the parties to this Agreement.

6. Incorporation of Award Terms and National Employment Standards

- 6.1. The terms of the Electrical, Electronic and Communications Contracting Award 2020 ("the Award"), as varied from time to time, are incorporated into this Agreement. However, variations to the Award that are detrimental to the employees covered by this Agreement will not be incorporated.
- 6.2. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the

Agreement prevails over the incorporated Award term to the extent of the inconsistency.

- 6.3. Despite clause 6.1, other than expressly provided for in this Agreement, any facilitative arrangements or Award flexibility clause in the Award shall not be used.
- 6.4. In this Agreement references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise.
- 6.5. Upon incorporating Award terms into the Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings, penalties, and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.
- 6.6. Further, existing over Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.

7. Objectives of Agreement

- a. To enable the Company to perform work in the activities covered by this Agreement in a productive and efficient manner.
- b. To enable employees to work in a productive, efficient, flexible, and safe manner in accordance with their full skill and competence to meet the requirements of the Company and their clients.
- c. To provide appropriate remuneration and conditions of employment for employees working under the terms of the Agreement.

8. Dispute Settlement Procedure

- 8.1. The parties to this Agreement agree that any issue in dispute including in relation to the National Employment Standards should be resolved following the disputes procedure outlined below.
- 8.2. For the avoidance of doubt, this includes but is not limited to the express terms of this agreement and any incorporated instrument, the “General Protections” provided in the Fair Work Act 2009 (“the Act”), and the National Employment Standards detailed in the Act, including any refusal of requests by the employer under s.65(5) and s.76(4).
- 8.3. The following procedure for the resolution of disputes shall apply:
- 8.4. The employee/s concerned shall first meet and confer with their immediate supervisor, or other company representative. The employee/s may appoint a representative to act on their behalf including a Shop Steward at any time.
- 8.5. Subject to 8.11 and 8.12, below, where a representative who is an employee is involved, he or she shall be allowed the necessary time during working hours to interview relevant parties.
- 8.6. If the matter is not resolved at such a meeting further discussion involving more senior management and employee representatives will take place.
- 8.7. The representative shall be allowed, at a place designated by the Company, a reasonable period of time during working hours to interview external advisors requested by the employee representative, in the workplace.
- 8.8. To facilitate the speedy and efficient resolution of disputes:
 - a) the party with the grievance must notify the other party at the earliest opportunity of the problem;
 - b) throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and

c) sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedure is carried out as quickly as possible.

8.9. If parties have followed the above procedure and the matter remains unresolved, the parties may seek assistance through an agreed third party to assist in resolving the issue. If any party fails or refuses to follow any step of this procedure the non-breaching party shall not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to the Fair Work Commission.

8.10. If the matter remains unresolved the parties may, jointly or individually, refer it to Fair Work Commission.

8.11. Notwithstanding the above, if a matter arises directly between the parties to this Agreement or if the parties otherwise agree, without all the steps in this procedure being followed, the matter may be referred directly to Fair Work Commission.

8.12. If conciliation fails to resolve the matter in dispute Fair Work Commission shall resolve the matter by arbitration.

8.13. While the parties are attempting to resolve the matter in dispute the pre-dispute status quo shall prevail. This means where a dispute arises the situation that existed prior to the dispute arising shall prevail. This shall remain until the dispute is resolved.

8.14. Subject to the pre-dispute status quo, whilst these processes are being followed the parties shall commit to avoiding stoppages of work, lockouts or other bans and limitations on the performance of work. The Company shall ensure that all practices applied during the operation of this procedure are in accordance with safe working practices and consistent with its previous established practice.

8.15. In any dispute raised pursuant to this clause of the Agreement the employer and the union agree that each party shall bear its own costs.

9. Hours Of Work

9.1 The ordinary hours of work will be worked any time between 6:00am to 6:00pm Monday to Friday.

10. No Extra Claims

The Company, employees covered by this Agreement and the unions party to this Agreement agree that they will not, for the duration of this Agreement pursue any extra claims in relation to any matters except where consistent with this Agreement.

11. Wage Rates

The wages payable are as follows:

Classification	Current Hourly Rate	Column 1	Column 2	Column 3
		4.5%	3.5%	3%
		Effective 25 th July 2023	First full pay period on or after July 1 2024	First full pay period on or after July 1 2025
EW5	\$45.80	\$47.86	\$49.54	\$51.02
EW6	\$47.23	\$49.36	\$51.08	\$52.62
EW7	\$49.44	\$51.66	\$53.47	\$55.08
EW8	\$56.65	\$59.20	\$61.27	\$63.11

EW9	\$66.28	\$69.26	\$71.69	\$73.84
EW10	\$83.77	\$87.54	\$90.60	\$93.32

The wage increases shall be payable as follows:

- The amount shown in Column 1 shall be payable from the 25th July 2023
- The amount shown in Column 2 shall be payable from the beginning of the first full pay period on or after 1 July 2024
- The amount shown in Column 3 shall be payable from the beginning of the first full pay period on or after 1 July 2025
- The hourly rates displayed in the above Wage table are ordinary hourly rates used to calculate overtime, and any other entitlements under this agreement and awards listed in this agreement.

12. Casual Labour

Casual Conversion requirements are outlined and applicable as per the Modern Award and NES. Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

The minimum period of engagement for a casual employee is 1 (one) working day. On each occasion a casual employee is required to attend work, the employee shall be entitled to payment for a minimum of 1 (one) day's work.

Casual employees shall be paid a 25% casual loading on the wage rate of their classification set out in this agreement.

13. Employee Representatives

13.1. Shop stewards:

13.2. The Company must recognise shop stewards accredited by the Union.

13.3. The Company will ensure that shop stewards are provided with the necessary access and facilities to promote the resolution of disputes at the site level, by measures based on consultation, co-operation, and discussion.

13.4. The shop steward must have the opportunity to meet with all new employees covered by this agreement at induction or within one week of the commencement of their employment or at another time nominated by the shop steward, such meetings will be in paid time without loss of pay for the shop steward and employee.

13.5. Each year shop stewards will be granted 10 days paid training leave for attending union training / annual delegates forum/conference.

13.6. Shop stewards shall not be docked or suffer any loss of pay for attending proceedings relating to the dispute resolution procedure.

14. Annual Leave Loading

An employee terminated (other than a casual) shall receive 17.5% annual leave loading paid on the all-purpose rate on a pro-rata basis to employees whose employment is terminated for any reason.

15. Travel Allowance

15.1. The following rates of travel allowance shall apply where an employee is required to start and finish work away from the Company workshop, located at 6/1-3 Compark Cct, Mulgrave Victoria, 3170, not using Company transport;

- \$27.56 per day within a 35-kilometre radius from the Company workshop.
- Thereafter, \$1.87 cents per kilometre each way, plus, in the case of an employee not using Company transport, 74 cents per kilometre car allowance to the site and return.

15.2. Should an employee commence work at the designated site and then be required/requested to travel to an

alternate site during work time and using their own vehicle, any toll charges (E-Tag) reasonably incurred will be reimbursed by the company upon presentation of invoice/receipt.

16. Standby

Where the Company is unable to provide work for a weekly hire full-time employee, the employee may be requested to remain at home awaiting work. If so, the employee shall keep in regular daily contact with the Company and be available for work on short notice. Under these circumstances, the employee shall;

In the first instance, use any accrued time off entitlement (RDO's); and thereafter be paid their ordinary weekly base wage, \$10.00 less per day (annual leave only to be used by mutual agreement by employer & employee) in writing.

In the event which may result in not needing as many workers on any particular client site due to downturn in work and the like resulting in redundancy/ies, the parties will come together and consult, if casuals or contractors will still exist, full-time employees will be given preference over casuals to remain.

Nothing in this clause shall affect the rights of the parties under section 524 of the Fair Work Act 2009.

17. Payment of Wages

The payment of wages shall be made pursuant to the National Employment Standards as prescribed by the Act. The Company shall pay wages direct into an employee's bank account by electronic funds transfer ("EFT"), the money to be available on a normal pay day.

Pay slips showing full details of hours and allowances shall be issued within one working day of the pay date mailed or emailed to the employee's nominated address. Where possible, industry contributions noted in this agreement shall be included on the payslip.

The Company agrees to provide employees with a direct debit facility from wages for union dues for remittance to the relevant union.

If through the fault of the Company, an employee who is paid by EFT is kept waiting for their wages after the normal pay time and after the employee has notified the Company then the employer shall make a cash payment to the employee prior to noon the day after the day the employer was notified.

Whereas a result of the direct fault and causation of the employer, an employee's wages are not actioned to be paid by the employer, and the employee receives a bank fee charged for the late payment of a loan or dishonour fee, the employee will raise a reimbursement claim for such fee incurred up to a maximum of \$85.00, subject to providing proof of the bank fee to the employer.

18. Superannuation

The Company agrees to make contributions into the C+BUS Superannuation Fund for all employees covered by this Agreement, both weekly hired and casual. These payments will be as per the Superannuation Guarantee (Administration Act) which is currently at the rate of 11% of ordinary time earnings of the Superannuation Guarantee Charge rate. Any future changes will be in line with what is prescribed in the Act. These contributions will be paid on a pro rata basis for employment which is less than a completed week. This amount shall be calculated according to the number of day's employment per week.

Ordinary time earnings include the full wage specified in this Agreement (pre – salary sacrifice arrangements), travel allowance, all allowances paid during ordinary time, shift allowances, any other components defined in the Superannuation Guarantee Legislation, and casual loading.

19. Protective Clothing

19.1. Overalls/Workpants + Shirts

- The employer will provide the following items each year to the employee:
 - I. Pants (x 2)
 - II. Work shirts (x 3)
- These items once provided, are the responsibility of the Employee. The Employee must ensure sufficient upkeep and cleaning of the items provided.

19.2. Safety Boots

- Each employee, after 3 months' continuous service, will be reimbursed (on production of a receipt), the cost of one pair of safety boots (approved by the employer), in each year, to a maximum of \$200.00

19.3. Wet Weather

- All protective clothing such as wet weather jackets, safety helmets, welding jackets, welding shields, welding gauntlets, rubber boots, etc, (which remain the property of the Company), will be supplied on all occasions deemed necessary.

19.4. Jackets

- After 12 months' continuous service, each employee will be supplied by the Company, free of charge, with a Bluey Jacket (or equivalent in cost or quality) either heavy or light duty. These jackets are to be of good quality. The Bluey Jacket will be the property of the employee, who will be responsible for the cleanliness and upkeep of the garment. Replacement will be on the basis of fair wear and tear. The jacket shall be produced to the employer for examination if so required. This clause will supersede the supply of Bluey Jackets applying under any other industrial agreements.
- In the event there is a supply chain issue, and it is foreseeable that there will be a delay in obtaining the jacket within 2 weeks from the request, with consultation and agreement with the Company it is permissible that the employee purchase their own jacket to the value of \$180 only. Any costs over \$180 will not be reimbursable. Proof must be provided by way of a duly furnished receipt for any reimbursement.

19.5. Prescription Safety Glasses

- The company shall provide or reimburse (upon duly furnished receipt) for full-time employees who require prescription safety glasses capped at \$300.00 p/year and then on a fair wear & tear basis or documented deterioration or on a case-by-case basis, provided that such glasses meet appropriate safety standards.

19.6. General Conditions

- Where the Company is bound by a contract or other provisions which requires an issue of clothing which exceeds the above, the Company will observe the better provision.

20. Occupational Health and Safety Representative

The Company will recognise a duly elected occupational health and safety representative. The occupational health and safety representative will be provided with training at a suitable course of his/her choice. The cost of this will be met by the Company.

21. Compliance with Laws

The parties will comply with their obligations under the state occupational health and safety legislation.

22. Compensation for Stolen Tools

The Company will provide compensation for employee's tools of trade stolen whilst engaged for duties at a client's premises subject to the following conditions:

22.1. The tools should be in a locked toolbox provided by the employee.

22.2. The tools should be clearly identified with the employee's name.

22.3. The tools must be secured in a safe place nominated by the client at the said client's premises, subject to the following conditions:

- Any claim will only be accepted if there is a proven breaking and entering and resultant theft of/from the client's premises;
- Any claim must be accompanied by a police report of the theft;
- This clause will only apply to employees who are classified as a tradesperson under this Agreement.
- Each claim for replacement of stolen tools shall only be considered where such claims is for at least \$100.00
- Each claim shall be limited to maximum total replacement value of \$800.00 regardless of trade.

22.4. Original receipts for purchases for any replacement tools must be produced by the employee prior to any reimbursements from the Company. This would not apply if the Company supplies equivalent replacement tools.

23. Severance

23.1. Contributions for all employees will be made into the Protect Fund while an employee is working, this includes periods of Annual Leave, Personal Carers leave, and RDO's.

23.2. Weekly contribution rates for Employees (not including apprentices) are as follows:

- a) \$100 from certification of the agreement
- b) \$110 from 1 July 2024
- c) \$120 from 1 July 2025

A pro rata amount shall be payable for employment which is less than a completed week. This amount shall be calculated according to the number of days employment per week.

23.3. In the case of apprentices, the following contribution rate will apply:

- | | |
|----------------|---------|
| a) First year | \$35.00 |
| b) Second year | \$40.00 |
| c) Third year | \$55.00 |
| d) Fourth year | \$65.00 |

No redundancy pay is payable where the Employer has obtained agreed alternative employment for the apprentice or where the Employer terminates the apprentice upon completion of the term of apprenticeship.

24. Shutdown or start up on Major jobs

There is potential for significant amounts of time to be lost in the start-up of jobs involving large numbers of employees.

It is agreed that all employees will be ready for work at the nominated start time for each shift to allow for the efficient and prompt deployment of personnel and to enable work to commence on time.

25. Induction

Where an employee is invited to attend an induction specific to a client's site and then is employed on that client's site, the employee will be paid for attending the initial induction.

26. Income Protection Insurance

26.1. The company must provide and maintain income protection insurance for sickness and accident for all employees covered by this agreement through Protect Income Protection.

26.2. Coverage will be capped at \$1800 per week. This will be applicable from certification of this agreement.

26.3. Where at the fault of the company income protection has:

- Not been obtained, or
- Been discontinued

The company shall pay full wages including normal penalties, loading and allowances for all time an employee is unable to attend work due to accident, illness, or injury to the extent as if the employee was covered by income protection insurance.

- The company shall pay the employees their benefits under this sub clause weekly.

Benefits must commence as soon as the income protection insurance provider approves the claim.

27. Apprentices

The Company agrees that they will, subject to operational and business requirements, take on apprentices provided that the use of such apprentices does not jeopardise the employment of current personnel.

Consideration will be given to the usage of apprentices for short term duration from group schemes on a workload requirement basis.

All apprentices shall be supervised by an appropriately qualified tradesperson.

Apprentices working at sites pursuant to a written contract for the provision of a permanent maintenance crew will be paid the following percentages of the EW5 rate of pay as set out in this Agreement:

- Year 1: 55%
- Year 2: 65%
- Year 3: 85%
- Year 4: 95%

Apprentices shall be entitled to superannuation pursuant to the Superannuation Guarantee Levy.

The parties are committed to the further development of skills in the industry. In an endeavour to boost apprentice numbers, a joint committee will be formed to develop a framework with the aim of achieving this.

28. CoINVEST / LeavePlus

All eligible employees will be registered with CoINVEST Limited (trading as LeavePlus).

29. Roster Days Off (RDO) and Additional RDO

- 29.1. Employees that are on a 38-hour week (40 ordinary hours worked with a deduction of 2 hours for RDO accrual), will accrue 13 RDO's per year.
- 29.2. Employees shall not have more than 10 banked RDO's at any one time.
- 29.3. Employees who are engaged on a permanent Afternoon or Night shift will have shift loading paid when on an RDO.
- 29.4. The way in which the additional RDO are taken will be agreed between the parties, in consultation with the employees concerned.

30. Picnic Day

Where practicable the company will allow employees to take a rostered day off on the first Monday in December for the purpose of attending the union picnic day. The request for taking this RDO will be gauged against client requirements and will not be unreasonably declined providing that it does not impact dramatically on client requirements.

31. Training

Where an employee undertakes training required by the Company it shall be at the Company's expense and as far as practicable in the employee's usual working time and the employee shall not lose pay for attendance or travel costs associated with such training. Where an employee seeks to undertake further training and development that is consistent with the needs of the Company, the Company will provide assistance to the employee, in terms that the Company approves, for this to occur.

32. Higher Classifications

Where a client of the employer employs Electrical employees at the relevant client site, to perform the same work as employees covered by this agreement, and such client employees are classified at a higher classification, the relevant employee of the employer shall be paid the same rate of pay as that equivalent client employee for the duration of the assignment at that client site. This clause shall not apply where an employee covered by this agreement is paid a higher rate of pay than the equivalent client employee.

Where the employer has entered into a client service arrangement with a business at a relevant client site prior to the approval of this agreement, the Company and the employees' union shall meet to agree on arrangements for the implementation of this clause.

33. Overtime

For all work done outside ordinary hours by a full-time or part-time employee, the rates of pay will be 150% of the ordinary hourly rate for the first 2 hours and 200% of the ordinary hourly rate after 2 hours.

34. High Voltage/ First Aid Allowance

All employees covered by this agreement will be paid a High Voltage/ First Aid allowance of \$1.45 per hour, paid all-purpose. This will be applicable from the 25th July 2023.

All-purpose means the payment will be included in the rate of pay of an Employee who is entitled to the allowance, when calculating any penalties or loadings including payments for overtime, payments while they are on all forms of paid leave, public holidays and pro rata payments on termination. This payment is not subject to wage increases of any kind.

This allowance is to be applied to the hourly wage rates contained in clause 11 of this agreement, after the wage rate yearly increase is applied.

35. Call in/ call back

An employee recalled to work overtime after leaving the employer's business premises or the jobs at which the employee is engaged (whether notified before or after leaving or prior to start time) must be paid for a minimum of 4 hours' work at the appropriate rate for each time the employee is so recalled. As a minimum, that rate must be 200% of the ordinary hourly rate, including all purpose allowances.

36. Availability for duty

- a) Where an Employee is scheduled on an availability duty roster for a 7-day period, the Employee must be paid an availability for duty allowance of \$317 per week, and if required to work must be paid at the appropriate rate for actual time worked.
- b) For the purposes of this clause:
 - i. Availability duty means that the Employee concerned must be available to the Employer by means of telephone at any time the Employee is receiving the availability for duty allowance.
 - ii. Actual time worked means the time taken from leaving the Employee's home to return thereto and in the case of a single call out, the Employee shall be paid for a minimum of 4 (FOUR) hours at the appropriate rate.
- c) Except in the case of unforeseen circumstances arising, an Employee must not be required to work the full two hours if the job they were called out to perform is completed within a shorter period.
- d) Rest breaks for Availability duty will be applicable as per the award.

37. Modern award application

Please refer to the Modern Award for the application of any penalties or allowances not contained in this Agreement.

38. Consultation

38.1. Introduction of Change – Duty to notify:

Prior to the Company making a definite decision to introduce major changes in production, program, organisation, structure, or technology, that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the employee representatives.

"Significant effects" include any termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

When the employer is officially notified of any changes to regular rostering or ordinary hours of work, the employer must genuinely consult the affected parties covered by this agreement, and any other representative of employees nominated by any affected employee, prior to the introduction of such changes, the effects they are likely to have and the measures for averting or mitigating the adverse effects of such changes.

38.2. Company's duty to discuss change:

The Company shall discuss with the employees affected and their representatives, inter alia, the introduction of the changes referred to in 38.1, the affects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

For the purposes of such discussion, the Company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected effects of the changes on employees and any other matters likely to affect employees provided that

the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

The relevant employees may appoint a representative for the purposes of the procedures in this term. If employee/s appoint a representative for the purposes of this term; the employer will be notified of the identity of the representative and the employer must recognise the representative.

The company will ensure that relevant employees are invited to give their views about the impact of any change (including any impact in relation to their family or caring responsibilities).

38.3. The company shall provide information in languages other than English for employees of non-English speaking background.

38.4. Company's duty to be reasonable:

- The Company shall take reasonable steps to mitigate the adverse effects of change upon employees.

39. Professional Development

- a) The Parties recognise that professional development training may be required for the renewal or retention of an electrical licence. Where a regulatory authority determines that an Employee is required to attend accredited training for the purposes of licence retention or renewal, the Employee will be entitled to attend the training of their choice and attendance of that training will be without loss of pay as per the Employees ordinary weekly earnings, inclusive of any loadings or penalties. The training chosen by the employee should, as far as reasonably practicable, be during their ordinary hours of work. The costs associated with the professional development training itself however will be funded by the applicable employee.

40. Apprentice Development Training

- a) During the life of this Agreement, each Apprentice may be released without loss of pay to attend an Apprentice Drug and Alcohol Education / Family Violence / Suicide Prevention Training/Awareness Course.
- b) The course will be a one-day course, conducted by instructors with lived experiences.
- c) Subject to clause 40(a), any training undertaken in accordance with this clause will be at no cost to the employer.

41. Workplace Flexibility

41.1. The terms in clause 41.6.1 of the Agreement may be varied by an individual flexibility arrangement ("IFA").

41.2. The Employer will not make an IFA unless the following conditions are satisfied:

- a) The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
- b) The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
- c) The IFA must be genuinely agreed to by the employer and the employee;
- d) The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to;
- e) The IFA must be able to be terminated:
- by either the employee, or the employer, giving written notice of not more than 28 days; or
 - by the employee and the employer at any time if they agree, in writing, to the termination.
- f) The IFA must be in writing and signed:
- in all cases—by the employee and the employer; and
 - if the employee is under 18—by a parent or guardian of the employee; and
- g) The IFA must be given to the employee within 14 days after it is agreed to.

41.3. Where the employer intends to reach any individual flexibility arrangement under this Agreement, the employer must inform in writing, any union(s) covered by this agreement of the employer's intent to enter such an arrangement, at least seven days prior to entering that arrangement. When informing the union(s) under this subclause, the employer must:

- include details of the term(s) of the agreement and/or incorporated award(s), and which classification of employees are proposed to be subject to such an arrangement.
- not disclose the name of any employee who the employer proposes to be subject to the individual flexibility arrangement, without the consent of that employee.

41.4. For the avoidance of doubt, informing union(s) under this subclause does not mean that those union(s) must approve or consent to the individual flexibility arrangement.

41.5. It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.

41.6. The terms that may be subject to an IFA are:

- RDO's

42. Paid Parental Leave

When an employee takes the PPL entitlement as per the Parental Leave Act 2010 and the Paid Parental Leave Amendment (Improvements for Families and Gender Equality) Act 2023, the employee will be eligible for the benefits provided by the PPL scheme specified by current legislation.

43. Personal Carers Leave

An employee shall be entitled to two single day absences without the production of a medical practitioner certificate or statutory declaration in lieu of a medical practitioner's certificate.

44. Public Holidays

Employees will be entitled to the Victorian state government gazetted public holidays as published annually.

45. Family Violence

45.1. Employees experiencing family violence will have access to personal/sick leave additional paid leave and leave without pay as per the NES.

45.2. An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the employee's minimum wage rate prescribed in clause 10 to attend proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family violence.

45.3. Employees experiencing family violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.

45.4. Employees may use accrued personal carer's leave and where necessary leave without pay to a maximum of 10 days per annum to support a person experiencing family violence.

45.5. An employee may be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional or by statutory declaration.

45.6. All personal information about family violence will not form part of the employee records and will be kept confidential.

45.7. An employee experiencing family violence will be offered referral to the employee assistance program and/or other local resources.

45.8. 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.

45.9. Delegates and Health and Safety Representatives will be provided time off work for appropriate training in supporting employees at the workplace who are experiencing family violence.

46. Disciplinary Process

Any disciplinary investigations and any subsequent disciplinary action will be subject to the principles of natural justice. The criteria of procedural fairness as set out in S.387 of the Fair Work Act will be applied in both the investigation and any subsequent action.

47. Commitment to Productivity and Continuous Improvement

The parties to this agreement recognise and strive towards efficient workplace practices, effective communication and those measures that promote and enhance productivity and efficiency.

The parties agree to productivity improvements and those initiatives designed to increase effective workplace practices where reasonable. These initiatives may apply to the way things are done, when they are done to the quality of what is done or to improve the ability of the site to meet the operational needs.

The primary focus is to facilitate best practice, efficiency, effectiveness, and quality of employment.

48. Compliance with Licensing Requirements

When being engaged to do or provide labour-hire services under this agreement, the company/employer must comply with the Labour Hire Licensing Act 2018 (Vic).

49. Aboriginal and Torres Strait Islander commitments

49.1. The Parties to this Agreement recognise the significant cultural importance of Indigenous Australians. To this end, the Employer, wherever possible, shall endeavour to employ, mentor, and support Aboriginal and/or Torres Strait Islander people.

49.2. Where the Parties to this Agreement cannot achieve direct employment, mentoring and support, the Employer shall endeavour to engage certified Indigenous Australian owned and controlled organisations in order to meet Aboriginal and/or Torres Strait Islander Employment Commitments as per agreement obligations.

50. Employee Entitlements and Compliance

50.1. Superannuation, Severance, WorkCover and Insurances

- a) On commencement, and in accordance with fund procedures, the Employer shall register the Employee/s with the relevant industry funds. These shall include C+BUS for superannuation, "Protect" for severance pay and income protection, and Co-INVEST (LeavePlus) for long service entitlements.
- b) It is a specific requirement that the Employer shall ensure that all payments to the abovementioned funds and schemes are up to date.
- c) When an Employee or their representative raises a concern in respect of the Employee/s entitlements and

the Employer's compliance with payments and/or registration with the abovementioned funds or schemes, the Employer shall provide to the Employee, or their representative in compliance with the FW Act, all relevant information to assist in resolving any concerns.

50.2. Co-INVEST (LeavePlus) Long Service Leave

- a) Co-INVEST (LeavePlus) is the recognised portable long service leave fund for the Employees. The Employees shall be registered with Co-INVEST (LeavePlus) on commencement of employment. An Employee and/or the Employee's representative shall have full access to all information supplied by the Employer to Co-INVEST (LeavePlus) about the Employee for compliance purposes and the Employer shall authorise Co-INVEST (LeavePlus) to release this information to the Employee, and/or the Employee's representative in compliance with the FW Act.

51. Signatories


Signed and dated on behalf of the ETU (Electrical Trades Union) TROJAN WORKFORCE NO.3 PTY LTD
RYAN COOK ELECTRICIAN 14/2/24
Name Title Date
DAMIEN HIBBERT
Witness Witness Signature


Signed on behalf of Trojan Workforce No 3 Pty Ltd Unit 6, 1-3 Compark Circuit, Mulgrave Victoria 3170
Jade Watson Head of HR 7.2.24
Name Title Date
JADE WATSON
Witness Witness Signature
