



# DECISION

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

**Communications, Electrical, Electronic, Energy, Information, Postal,  
Plumbing and Allied Services Union of Australia**  
(AG2021/6617)

## **PROTECH PERSONNEL (VIC) PTY LTD AND ETU ENTERPRISE AGREEMENT (APPRENTICES) 2020 – 2024**

Electrical contracting industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 18 AUGUST 2021

*Application for approval of the Protech Personnel (VIC) Pty Ltd and ETU Enterprise Agreement (Apprentices) 2020 – 2024.*

[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 *Protech Personnel (VIC) Pty Ltd and ETU Enterprise Agreement (Apprentices) 2020 – 2024* (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) 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, and that it is in the public interest to approve the Agreement.

[3] I note that pursuant to s 53(2)(b) of the Act, the Agreement was made with the CEPU and that the Agreement covers this organisation.

[4] The Agreement was approved on 18 August 2021 and, in accordance with s 54, will operate from 25 August 2021. The nominal expiry date of the Agreement is 1 March 2024.



DEPUTY PRESIDENT

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**Protech Personnel (VIC) Pty Ltd and  
ETU Enterprise Agreement  
(Apprentices)  
2020 – 2024**

# TABLE OF CONTENTS

1.	SCOPE AND APPLICATION .....	4
2.	PARTIES BOUND .....	4
3.	DATE AND PERIOD OF OPERATION .....	4
4.	NO EXTRA CLAIMS .....	5
5.	RELATIONSHIP TO PARENT AWARD .....	5
6.	RELATIONSHIP TO NES .....	5
7.	FLEXIBILITY ARRANGEMENTS .....	6
8.	COMMITMENTS.....	7
9.	SITE ALLOWANCE .....	8
10.	TRADE SCHOOL .....	8
11.	TRAINING .....	8
12.	PICNIC DAY .....	9
14.	LEAVE.....	10
15.	RATES OF PAY.....	18
16.	EMPLOYEE ENTITLEMENTS AND COMPLIANCE .....	19
17.	INCOME PROTECTION INSURANCE .....	20
18.	DOWNTIME.....	21
19.	REDUNDANCY .....	23
20.	PAYMENT OF WAGES .....	24
21.	ADULT APPRENTICES.....	24
22.	PROTECTIVE CLOTHING .....	25
23.	MONITORING OF THIS AGREEMENT .....	25
24.	CONSULTATIVE COMMITTEE .....	25
25.	DISPUTES SETTLING PROCEDURE.....	26
26.	WOMEN IN THE INDUSTRY.....	30
27.	OVERTIME.....	31
28.	TRADE SCHOOL COMPLIANCE .....	31
	APPENDIX 1 WAGE RATES.....	34

APPENDIX 2 ALLOWANCES.....	35
APPENDIX 3 SUPERVISION GUIDELINES.....	36
APPENDIX 4 RESPONSIBILITIES OF APPRENTICES.....	42
APPENDIX 5 SITE ALLOWANCE PROCEDURE.....	44
SIGNATORIES.....	52

# Protech Personnel (VIC) Pty Ltd and ETU Enterprise Agreement (Apprentices) 2020 – 2024

## 1. SCOPE AND APPLICATION

- 1.1. This Agreement shall regulate the rates of pay and define the conditions of employment for Electrotechnology Apprentices employed by Protech Personnel (VIC) Pty Ltd (“**the Employer**”) who are supplied to clients (“**Host Employers**”) to perform work and receive on-the-job training under the terms and conditions of this Agreement on an hourly basis within the scope of the *Electrical, Electronic, and Communications Contracting Award 2020* (“**the Award**”).
- 1.2. The Employer in its capacity as a group training company has limited control of the workplace duties of its apprentices. Host Employers hiring the Employer’s apprentices will be required to apply Energy Safe Victoria’s *Effective Supervision of electrical apprentices: requirements (May 2018)*. This document is attached as Appendix 3.
- 1.3. This Agreement will apply to all Electrotechnology Apprentices of the Employer employed under the apprenticeship classifications in the Award, who are employed in Victoria (“**Apprentices**”).

## 2. PARTIES BOUND

This Agreement covers and applies to:

- (a) **Protech Personnel (VIC) Pty Ltd** (ABN: 97 149 736 498) (**The Employer**).
- (b) All current and future Apprentices who are employed in Victoria.
- (c) The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, (“**the Union**” or “**the ETU**”).

## 3. DATE AND PERIOD OF OPERATION AND MONITORING

- 3.1. This Agreement will operate from the date seven (7) days after it is approved by the Fair Work Commission (“**FWC**”) and has a nominal expiry date of 1 March 2024.
- 3.2. The Employer will monitor this Agreement’s implementation and will engage with Apprentices about its monitoring as follows:
  - (a) The Employer authorises and agrees to an annual meeting of the Apprentices related to the monitoring of this Agreement and seeking the views of the Apprentices on this Agreement’s operation. The meeting will be at a time and location to be agreed between the Company and the Employees during normal working hours (of approximately two hours’ duration); and
  - (b) In 2021, the Employer authorises and agrees to Apprentices attending a single mass meeting during normal working hours without loss of pay of approximately 2 hours’ duration, at a time

to be agreed between the Company and the Apprentices, provided that this meeting will constitute the annual meeting under paragraph (a) in that year.

#### **4. NO EXTRA CLAIMS**

4.1. The parties intend this Agreement to cover all matters pertaining to wages and conditions and claims that could be made during the nominal period of this Agreement and further agree that no other claims (whether Award or over Award) covered by this Agreement shall be made by either party prior to the normal expiry date of this Agreement. For the avoidance of doubt, it is agreed between the parties that up to the nominal expiry date of this Agreement:

- (a) The parties will not pursue any extra claims, either Award or over Award and will not seek any changes whatsoever to conditions of employment of the Apprentices; and
- (b) Neither the Apprentices, nor any party to this Agreement, will engage in or seek to engage in protected action in relation to the performance of any work covered by this Agreement.

#### **5. RELATIONSHIP TO PARENT AWARD AND POLICIES**

- 5.1. This Agreement incorporates the Award, subject to this clause.
- 5.2. The rates of pay prescribed in this Agreement shall be paid in lieu of the weekly rate of pay provided for in the Award.
- 5.3. When an inconsistency exists between this Agreement and the Award, the terms and conditions of this Agreement shall take precedence.
- 5.4. The parties recognize the inclusion of the payment for “Insulation Allowance” is included in the “Industry Allowance” component of the Gross All-Purpose Wage.
- 5.5. No policy referred to in this Agreement is incorporated into or forms part of this Agreement, unless expressly incorporated.

#### **6. RELATIONSHIP TO NES**

- 6.1. This Agreement incorporates and is to operate in conjunction with the NES. Subject to the *Fair Work Act 2009* (Cth) (“**the Act**”):
  - (a) where this Agreement is more beneficial in a particular respect to an Apprentice, then this Agreement shall prevail to the extent of the inconsistency;
  - (b) where the NES is more beneficial in a particular respect to an Apprentice, then the NES shall prevail to the extent of the inconsistency.

## 7. FLEXIBILITY ARRANGEMENTS

- 7.1. The Employer and an Apprentice may agree to make an individual flexibility arrangement to vary a term of the Agreement if the arrangement:
- (a) only varies the effect of clause 14.1(n) "Single Day Annual Leave Absences"; and
  - (b) meets the genuine needs of the Employer and Apprentice in relation to the matter mentioned in clause 7.1(a); and
  - (c) is genuinely agreed to by the Employer and Apprentice; and
  - (d) is not inconsistent with section 55 of the Act, which deals with interaction with the NES.
- 7.2. The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Apprentice being better off overall than the Apprentice would be if no arrangement was made.
- 7.3. The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the Employer and Apprentice; and
  - (c) is signed by the Employer and Apprentice and if the Apprentice is under 18 years of age, signed by a parent or guardian of the Apprentice; and
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Apprentice will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 7.4. The Employer must give the Apprentice a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5. The Employer or Apprentice may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or

- (b) if the Employer and Apprentice agree in writing – at any time.

## **8. COMMITMENTS**

### **8.1. General**

- (a) The Employer, the Apprentices and the Union have a common interest in the Electrical Contracting Industry. Therefore, a stable working environment and harmonious relations are necessary to improve the relationship between the Employer and its customers.
- (b) Progress in the industry demands a mutuality of confidence between the Employer and its Apprentices. All will benefit by continuous peace and by addressing any difference by a rational common-sense method.

### **8.2. Trade Work, Trade School Training and Training Contract**

- (a) Apprentices will be required to perform electrical functions and duties in accordance with the generally accepted principles of good quality and sound and safe practices within the requirements of skill and training and competence. Apprentices are required to attend Trade School on the prescribed date in the relevant years of the Electrical Trade apprenticeship and apply themselves to their studies.
- (b) Apprentices will have their trade school fees reimbursed upon successful completion of the year's training.
- (c) Apprentices employed by the Employer under a Contract of Training, are committed to a four year period of employment and training and are required to fully satisfy the terms and conditions of the Contract of Training.
- (d) Apprentices shall not engage in any electrical work outside the Employer's employment or specific Host Employer lease agreements and all work conducted for the Host Employer shall appear on the work time sheet.
- (e) Apprentices will not be permitted to receive any direct payment or payment in kind from Host Employers for work done.
- (f) Apprentices undertake to honour the duration, conditions and commitment to trade training.
- (g) Apprentices will not be permitted to negotiate any variation of the Contract of Training, in particular its duration, conditions and commitment to trade training without the permission of the Employer.
- (h) Apprentices undertake to complete the duration of the Contract of Training with the Employer, except in special circumstances where application can be made for special consideration. This shall not prejudice the legal right of Apprentices to transfer.
- (i) The Employer shall induct all new Apprentices into relevant industry issues with a special onus on workplace safety before they start their on the job component of their training.



### 8.3. Site Project Closure

Upon cessation of work on any day, the Apprentices will carefully put away all tools, materials, equipment and any other Employer property in a safe, secure manner and ensure that the site is left in a safe condition.

### 8.4. Time and Wage Records

An officer of the union authorized by the State Secretary of the Union who holds a valid entry permit issued by FWC, may for the purposes of ensuring the observance of this Agreement or an Order of FWC or the Disputes Board binding on the Employer and subject to strict adherence to the Right of Entry obligations specified in the Act may,

- (a) After having provided the mandatory period of 24 hours written notice to both the Employer and occupier of the site enter the prescribed premises that are specified in the authority or occupied by the Employer.
- (b) Inspect or view any work or document, which will include a list of the Employer's Apprentices; and
- (c) Interview an Apprentice who is a member, or is eligible to be a member of the ETU.

If an Officer of the Union proposing to enter the company's premises is required by the Employer to produce evidence of authority, the Officer is not entitled to enter or remain on the premises without producing the authority referred to above.

If requested by the accredited Officer of the Union, the Employer will provide a copy of the records referred to above.

It is not the intention of this clause to provide rights or entitlements in addition to those contained within Division 3 Part 4 of the Fair Work Act 2009 which deal with Union Right of Entry.

## **9. SITE ALLOWANCE**

- 9.1. The site allowance procedure and relevant payment tables are contained in Appendix 5.

## **10. TRADE SCHOOL**

- 10.1. It is agreed by the parties to this Agreement that all Apprentices covered by this Agreement will continue to be paid for all time spent at trade school and not disadvantaged by any changes to government policy on the training of Apprentices.
- 10.2. The above does not apply when the Apprentice is undertaking resits of units of competency or resits of assessments or extra tutoring outside of their scheduled trade school days.

## **11. TRAINING**

- 11.1. Apprentices shall undertake the relevant Certificate III course under the appropriate National Training Package.

- 11.2. All Apprentices shall be supervised by an appropriate qualified tradesperson. The company shall implement the ESV *“Effective Supervision of Electrical Apprentices: Requirements* document, as contained in Appendix 3.
- 11.3. It is the responsibility of the Employer to ensure that all Apprentices receive full and varied training during their employment. Apprentices have the right to do meaningful work and gain the full range of on the job skills required to successfully complete their training. Any dispute arising in relation to this clause may be dealt with via the Disputes Procedure per Clause 25.1.

(a) “LEA” Examination Leave

Energy Safe Victoria has introduced a series of examinations known as the Safe Working Practice (SWP), Licence Electrician Practical (LEP), Licence Electrician Theory (LET). The duration of the exams are 6 hours and they may be held over 3 separate days. The Employer will pay the Apprentices 6 hours to cover for the total exam duration upon receipt of their successful LEA Exam results. It is agreed that Apprentices will utilise their RDO’s or annual leave if they have to undertake the LEA exams over a two to three-day period.

This shall not apply in the event that the assessment for the purpose of awarding an unrestricted electrical licence is conducted within the relevant Certificate III training course.

## **12. PICNIC DAY**

- 12.1. All Apprentices covered by this Agreement who, on Picnic Day, are engaged by a Host Employer whose Certified/Registered Agreement provides for the observance of the Picnic Day will be entitled to attend the Picnic Day without loss of pay.
- 12.2. By agreement between the Employer and an Apprentice, Picnic Day may be substituted for another day. Where this occurs, the Apprentice shall work on the Picnic Day and take a substitute paid Picnic Day off in the current work cycle.
- 12.3. Where an Apprentice is otherwise entitled to observe Picnic Day under clause 12.1, the Apprentice cannot be directed to work on Picnic Day except by agreement between the Employer and the Apprentice.

## **13. FLEXIBILITY OF LABOUR**

- 13.1. Apprentices agree to carry out any duties that are within their level of skill, competence and training, consistent with the classification structure of the Award.
- 13.2. Apprentices agree to work at other work locations when requested and will present themselves ready for work at the normal starting time.
- 13.3. Due to the nature of work in the electrical and electronic industries, it is agreed between the parties that while the normal hours per week shall be thirty-eight, the employer and Apprentice(s) are able to enter into arrangements by agreement that provide for flexible working hours in response to site requirements.

- 13.4. Normal time hours must be worked between the hours of 6.00 am and 6.00 pm Monday to Friday.
- 13.5. Due to the nature of the Group Training Industry, flexibility in taking RDO's may be achieved by the employer and Apprentices agreeing to change their RDO's to another mutually convenient date within the current work cycle.
- 13.6. On sites where additional RDO's occur within the four week cycle, flexibility may be achieved by the Apprentice agreeing to bank one RDO or agreeing to change their RDO to another mutually convenient date within the current work cycle. Banked RDO's shall be taken at a mutually convenient time. The Employer will maintain a record of Apprentices RDO bank status. Individual Apprentice's banked RDO status records will be available upon request by that Apprentice.

## 14. LEAVE

### 14.1. Annual Leave

- (a) Subject to the matters set out in this clause 14.1 and clause 14.2, annual leave shall accrue and may be taken in accordance with the NES.
- (b) Accrual
  - (i) Apprentices will be entitled to four weeks paid annual leave per annum, provided that "shift workers" as defined below, shall be entitled to up to one additional weeks paid annual leave.
  - (ii) For the purposes of this clause and the NES only, 'shift worker' means a shiftworker who is regularly rostered to work on Sundays and public holidays. Where an Apprentice with 12 months' continuous service is engaged for part of the 12 monthly period as a shiftworker, that Apprentice must have their annual leave increased by half a day for each shift month the Apprentice is continuously engaged as a shiftworker.
  - (iii) An Apprentice's entitlement to paid annual leave accrues progressively during a year of service according to the Apprentice's ordinary hours of work and accumulates from year to year.
- (c) Payment for Annual Leave taken by Apprentices shall include:
  - (i) the all-purpose rate of pay applicable at the time that an Apprentice takes annual leave. Payment for annual leave will be paid in accordance with the rate table applicable when the annual leave was accrued; and
  - (ii) annual leave loading calculated in accordance with clause 14.1(d).
- (d) Annual leave loading

In addition to the payment provided for in clause 14.1(c), when an Apprentice takes a period of paid annual leave, the Employer is required to pay a leave loading as follows:

(i) Apprentices other than shiftworkers

Apprentices other than shiftworkers will be paid an annual leave loading of 17.5% of the payment under clause 14(c)(i).

(ii) Shiftworkers

Shiftworkers will be paid an annual leave loading of 30% of the payment under clause 14(c)(i) (instead of the 17.5% loading), provided that:

(A) the Apprentice has worked shift work in accordance with clause 14.1(b)(ii) for a period of 8 weeks or more in the previous 6 month period; and

(B) the Apprentice would have been working shift work in accordance with clause 14.1(b)(ii) had the Apprentice not been on leave during the relevant period.

If these conditions are not satisfied, the loading of 17.5% applies.

(e) The annual leave loading prescribed will also apply to proportionate leave on termination but will not apply where an Apprentice is dismissed by the Employer without notice in the case of serious misconduct

(f) Taking of Annual Leave

(i) The Employer and Apprentice shall seek to reach agreement on the taking of annual leave at a mutually convenient time.

(ii) If agreement cannot be reached, the Apprentice who wishes to access Annual Leave shall give four (4) weeks' notice to the Employer or less by agreement.

(g) Annual Leave upon termination

On termination of employment, the value of any accrued but untaken annual leave shall be paid out to an Apprentice.

(h) Excessive Leave

While the preference is always for Apprentices to take their annual leave during the year in which it accrues, where an Apprentice has more than 8 weeks' annual leave entitlement accrued to them, the Employer may direct the Apprentice to take annual leave by providing 28 days' notice, or such longer or shorter period as is agreed with the individual concerned, prior to the date the Apprentice is required to commence the leave,

provided that the Apprentice retains a balance of at least 4 weeks' accrued annual leave after the direction.

- (i) Public holidays falling within annual leave
  - (i) If a public holiday falls within an Apprentice's annual leave, as prescribed in this Agreement, and is on a day which would have been an ordinary working day, then;
  - (ii) The public holiday does not constitute part of the Apprentice's annual leave.
- (j) Apprentice not taken to be on paid annual leave at certain times

If the period during which an Apprentice takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment for community service leave, the Apprentice is taken not to be on paid annual leave for the period of that other leave or absence.
- (k) Working whilst on annual leave

Except in accordance with all the requirements of this clause an Apprentice shall not offer their services to any other employer during the period the Apprentice is on paid annual leave and an employer shall not engage an Apprentice who is on paid annual leave.
- (l) Annual leave allowed before due time

The Employer may allow an Apprentice to take annual leave before the right to take it has accrued.
- (m) Where annual leave or part thereof has been granted before the right to take it has accrued and the Apprentice subsequently leaves before the right to take it has accrued, and the amount paid by the Employer to the Apprentice for the annual leave taken exceeds the amount the Employer is required to pay to the Apprentice on termination, the Employer shall not be liable to make any payment to the Apprentice for annual leave and shall be entitled to deduct the amount of excess from any remuneration payable to the Apprentice upon termination of employment.
- (n) The Apprentice shall only be allowed to take a maximum of 5 single day annual leave absences in a 12 month period.
- (o) Where possible, Apprentices are required to take their annual leave entitlement during the year in which it falls due. Annual leave should be taken no more than three times per year and for a duration of not less than one week unless otherwise by agreement.
- (p) Annual leave may not be granted if such leave affects the attendance at day or block release trade school.

#### 14.2. Public holidays

- (a) Subject to the terms below, Apprentices shall be entitled to public holidays in accordance with the NES.
- (b) Apprentices shall be entitled to be absent from work on the following public holidays without loss of pay:
  - (i) New Year's Day
  - (ii) Australia Day
  - (iii) Good Friday
  - (iv) Easter Saturday
  - (v) Easter Monday
  - (vi) Queen's Birthday
  - (vii) Labour Day
  - (viii) ANZAC Day
  - (ix) Grand Final Public Holiday
  - (x) Christmas Day
  - (xi) Melbourne Cup Day (or alternate days in regional areas)
  - (xii) Boxing Day; and
  - (xiii) Any other day which is declared by, or under a law of Victoria to be observed generally within Victoria or a region of Victoria, as a public holiday.
- (c) Public Holidays falling on Weekends
  - (i) When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December.
  - (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
  - (iii) When Christmas Day and Boxing Day fall on Saturday and Sunday respectively, a holiday in lieu thereof shall be observed on 27 and 28 December.
  - (iv) When New Years Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
  - (v) The rate of pay for public holidays not worked will be the all-purpose rate of pay.

#### 14.3. Personal/Carer's Leave

- (a) Accrual
  - (i) Apprentices will accrue paid personal/carers leave as follows:

Upon Commencement with the Employer	5 days
6 to 12 months employment	5 days accrue progressively
Second and subsequent years	10 days accrue progressively

- (ii) An Apprentice's entitlement to paid personal/carer's leave accumulates from year to year.
  - (iii) Existing Apprentices with less than 6 months employment at the time this agreement comes into operation, shall be deemed to have accrued 5 days personal/carers leave less any personal/carers leave already taken by them.
- (b) Payment
- (i) Personal/Carer's leave shall be paid at the all-purpose rate of pay applicable under this Agreement at the time that an Apprentice takes such leave.
- (c) An Apprentice may take paid personal/carer's leave if the leave is taken:
- (i) because the Apprentice is not fit for work because of a personal illness, or personal injury, affecting the Apprentice; or
  - (ii) to provide care or support to a member of the Apprentice's immediate family, or a member of the Apprentice's household, who requires care or support because of:
    - (A) a personal illness, or personal injury, affecting the member; or
    - (B) an unexpected emergency affecting the member.
- (d) For the purposes of this clause **'immediate family'** means:
- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Apprentice; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Apprentice.
- (e) Notice of Proof of Sickness
- (i) An Apprentice must give the Employer notice of the taking of leave under this clause by the Apprentice.
  - (ii) The notice:

- (A) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (B) must advise the Employer of the period, or expected period, of the leave
- (f) Proof of the need to take personal/carer's leave is required where during:
  - (i) the first six months of employment an Apprentice has more than one day's personal/carer's leave; or
  - (ii) the second six months of employment an Apprentice has had more than two days' personal/carer's leave since commencing employment; or
  - (iii) the second and subsequent years of employment an Apprentice has had more than two days' personal/carer's leave during the previous 12 months.
- (g) Where proof is required in accordance with the above the Apprentice must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the personal/carer's leave was taken for a reason set out above in clause 14.3(c).
- (h) The Apprentice shall not be entitled to payment for the period claimed unless the Apprentice complies with clause 14.3(g).
- (i) Where an Apprentice is sick or injured on an RDO the Apprentice shall not be entitled to sick pay in addition to the normal weekly pay nor will the Apprentice's sick leave entitlement be reduced as a result of the sickness or injury that day.
- (j) An Apprentice suffering injury through an accident arising out of work in the course of the employment (not being an injury in respect of which the Apprentice is entitled to workers compensation) necessitating attendance during working hours of a doctor, chemist or trained nurse or attendance at hospital, shall not suffer any deduction from pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the Employer all expenses reasonably incurred in connection with such attendance.

#### 14.4. Community Service Leave

- (i) Community service leave is to be provided in accordance with the NES subject to the terms below.
- (ii) Payment for jury service

An Apprentice required to attend for jury service during ordinary working hours shall be reimbursed by the Employer an amount, equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service. This will apply for the duration of the jury service.



#### 14.5. Compassionate Leave

- (a) An Apprentice is entitled to 2 days of compassionate leave for each occasion when a member of the Apprentice's immediate family, or a member of the Apprentice's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.

**(permissible occasions).**
- (b) An Apprentice may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the Apprentice's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to above; or
  - (ii) after the death of the member of the Apprentice's immediate family or household referred to above.
- (c) An Apprentice may take compassionate leave for a particular permissible occasion as:
  - (i) a single continuous 2 day period; or
  - (ii) 2 separate periods of 1 day each; or
  - (iii) any separate periods to which the Apprentice and the Employer agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Apprentice may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If an Apprentice, takes a period of compassionate leave, the Employer must pay the Apprentice at the Apprentice's all-purpose rate for the Apprentice's ordinary hours of work in the period.
- (f) The Apprentice shall give notice of such leave as soon as practicable, and if required, give appropriate proof of the reason for taking such leave.

#### 14.6. Parental Leave

Parental Leave shall be provided in accordance with the NES.

#### 14.7. Long Service Leave

- (a) Long Service Leave shall be in accordance with and provided by Co-INVEST (or its successor).

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

#### 14.8. Support for Apprentices experiencing family and domestic violence

##### Definition

- (a) For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other behaviour by a person that coerces or controls a member of the person's family or household or causes the family or household member to be fearful. It includes current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional, psychological or financial abuse.

##### Confidentiality

- (a) The Employer must take all reasonable measures to ensure personal information of which they are aware concerning an Apprentice's experience of family and domestic violence is kept confidential.

##### Leave

- (a) An Apprentice claiming to be a victim of family and domestic violence may request to access leave in accordance with this clause to attend legal proceedings, counselling, appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the alleged family and domestic violence.
- (b) Whilst respecting the sensitivity of the situation, the Employer may request the Apprentice to provide, supporting documentation from a suitably qualified person such as a police support, social worker, medical practitioner or the like. The Apprentice may refuse such request if they have genuine reasons for doing so.
- (c) Apprentices may request unpaid family and domestic violence leave for periods of up to 5 days per year in total for the purposes outlined in sub-clause (a) above and / or access other accrued paid leave (eg personal leave or annual leave) in accordance with usual processes.
- (d) If required, Apprentices may take additional paid or unpaid family and domestic violence leave by agreement with the Employer.
- (e) The Employer shall not unreasonably refuse a request made under this clause.

- (f) Family and domestic violence leave may be taken as consecutive or single days or as a fraction of a day.

#### Individual Support

- (a) This clause supplements the entitlement to request flexible work arrangements pursuant to s.65 of the Act.
- (b) In order to provide support to an Apprentice experiencing family and domestic violence and to provide a safe work environment to all Apprentices, the Employer will approve any reasonable request from an Apprentice experiencing family and domestic violence for:
  - (i) changes to their span of hours or pattern of hours and/or shift patterns;
  - (ii) job redesign or changes to duties;
  - (iii) changes to the location of work;
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under s.65 of the Act.
- (c) Any arrangement entered into will be reduced to writing and indicate either its permanent or temporary nature.
- (d) Nothing in this clause is intended to reduce an Apprentice's entitlement to family and domestic violence leave as provided for in the NES.

## **15. RATES OF PAY**

### 15.1. Apprentices:

- (a) The rates of pay provided for by this Agreement shall be for all hours on site and at Trade School and approved leave, including RDO's as defined in the Award.
- (b) Where the Host Employer is obliged under their Certified/Registered Agreement to pay their Apprentices a site allowance in accordance with that industrial instrument, the Apprentice will also be entitled to payment of the relevant site allowance as contained in Appendix 5 of this Agreement.
- (c) Notwithstanding the above, no Apprentice shall be paid rates of pay that are less than the Award.

### 15.2. Site Specific Payments

- (a) Where site specific allowances or other payments are made on a particular project or site, the Employer will adopt those allowances and payments for the duration of that project or work at that site, provided that:

- (b) Such allowances and payments will only apply while Apprentices are engaged on the project or site; and
- (c) Such payments are provided for in an instrument registered, lodged, or otherwise approved under the Act.

### 15.3. Wage Rates

- (a) The Wage Rates applicable pursuant to this clause 15 shall apply for all hours worked on site and at Trade School and approved leave, including RDO's as defined in the Award.
- (b) The Wage Rates shall be increased from time to time as set out in Appendix 1.
- (c) The Wage Rates include an amount in respect of the TAFE Institute/RTO Achievement allowance set out in clause 28.2, subject to the eligibility criteria in clauses 29.2(b) and (c).
- (d) If the Employer has paid the allowance in circumstances where the apprentice is not entitled to the allowance, the Employer cannot recover the allowance already paid.

## 16. EMPLOYEE ENTITLEMENTS AND COMPLIANCE

### 16.1. Superannuation, WorkCover and Insurances

- (a) On commencement, and in accordance with fund procedures, the Employer shall register the Apprentice/s with the relevant industry funds. These are C-Bus for superannuation, "Protect" for income protection insurance, and Co-INVEST 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 and made in full.
- (c) When an Apprentice or their representative raises a concern in respect of the Apprentice's entitlements and/or the Employer's compliance with payments and/or registration with the abovementioned funds or schemes, the Employer shall provide to the Apprentice, or their representative in compliance with the Fair Work Act, all relevant information to assist in resolving any concerns.
- (d) Failure to make payments to industry funds etc
  - (i) If a person covered by this Agreement has a genuine and reasonable belief that the Employer has failed to comply with clause 16.1(b), the following process will apply:
    - (A) the person or their representative must notify the Employer in writing of the alleged non-compliance and what must be done to remedy it;
    - (B) the persons involved and or their representatives, must consult in good faith in an effort to resolve the matter;

- (C) subject to clause 16.1(d)(ii) if after 5 working days following the notification to the Employer (or such longer period as may be agreed to permit consultation to occur), the person still has a genuine and reasonable belief that the Employer has failed to comply with clause 16.1(b), the Employer must pay the relevant person \$100 per weekday during the period of non-compliance, in addition to rectifying the non-compliance.
- (ii) Clause 16.1(d)(i)(C) shall not apply where:
  - (A) there is a genuine and reasonable disagreement about whether any amount is owing or outstanding and the Employer has provided to the Apprentice or the Apprentices representative in writing why it considers it has complied; or;
  - (B) the Employer provides evidence that the non-compliance is due to matters beyond the control of the Employer.
- (iii) Any disputes related to this clause shall be dealt with via the disputes procedure. The parties are committed to resolving any genuine and reasonable disagreement about whether any amount is owing or outstanding under clause 16.1(b) as quickly as practicable.

## **17. INCOME PROTECTION INSURANCE**

- 17.1. The Employer shall provide income protection insurance for all Apprentices through an ETU nominated policy and scheme. It is agreed that the premium will be collected and administered by the 'PROTECT' severance scheme.
- 17.2. Income Protection will be paid for all Apprentices. It is agreed payments will be made for periods of all authorised absences, except for those periods where an Apprentice is on leave without pay. The Employer may continue payments if requested at the Apprentices expense.
- 17.3. It is required that Income Protection Insurance payments are paid on a monthly basis by the 14<sup>th</sup> day of each month. It is agreed that if the Employer has not made a valid or current insurance payment to PROTECT, the company shall be liable for any loss of earnings or benefits that would have otherwise been given to the Apprentice.
- 17.4. The rates of payment and cover shall be as follows:

	From the first full pay period following commencement of the Agreement	From 1/3/2023
Apprentice Premium	\$ 22.95 per week	\$25.25 per week
For Cover	\$1000	\$1100

\* These rates are inclusive of GST and stamp duty.

The insurance benefits contained in this Policy will not be reduced during the life of this Agreement.

## 18. DOWNTIME

18.1. The Employer recognises that the continuous employment of Apprentices is a Employer objective. Nevertheless, occasions will occur when an Apprentice cannot be gainfully employed due to the downturn of work activity in the electrical and communications contracting industry.

18.2. The objectives sought in the application of this clause are:

- (a) Ensuring the fair and equitable treatment of Apprentices under the contract of training and employment;
- (b) That all reasonable effort is engaged to enable the successful completion of the training contract;
- (c) The Employer does not incur prolonged periods of paying unlimited downtime payments to our electrical Apprentices;

18.3. In the event that the Employer is unable to provide work for an Apprentice:

- (a) It shall pay the Apprentice the normal rates of pay as set out in Appendix 1 for a maximum period of 30 days of downtime per calendar year, inclusive of any trade school training days which fall within any downtime period. Paid downtime does not accrue year to year.
- (b) Apprentices who commence employment with the Employer part way during a calendar year will be entitled to a pro-rata period of paid downtime.
- (c) The Apprentice will be consulted by Apprentice Services staff about the situation and the various options available.

18.4. The application of paid downtime provisions will not apply:

- (a) When the Apprentice is in breach of Responsibilities of Apprentices (Appendix 4);
- (b) When the Apprentice is in breach of a formal corrective action for poor performance or conduct and the Apprentice has not adhered to the corrective action plan;

- (c) If an Apprentice rejects a job placement;
  - (d) If the Apprentice does not make themselves readily contactable by mobile phone to the Placement Officer while on downtime;
  - (e) If the downtime has arisen due to the Apprentice's dissatisfaction with the line of work, location or Host Employer Certified/Registered Agreement status.
- 18.5. If an Apprentice disputes the reason for the non-payment of downtime he or she can invoke clause 25 (Dispute Settling Procedure) of this Agreement.
- 18.6. During downtime periods the Apprentice must:
- (a) First take any outstanding RDO's and any annual leave in excess of two (2) weeks or by agreement annual leave accruals of less than two (2) weeks; and/or
  - (b) Undertake trade school training, this will include catching up on any outstanding modules or units of competence, undertaking module and or units of competence re-sits, studying for module and or units of competence re-sits, inputting outstanding profiling, OH&S training or other training provided by the Employer.

Major downturn in activity in the electrical and communications contracting industry

- 18.7. There may be a period(s) when there is a major downturn in work activity in the electrical and communications contracting industry.
- 18.8. When such a major downturn occurs, which results in 25% or more of The Employer's electrical Apprentices workforce being on paid downtime at any one time, the following will occur:
- (a) The Employer will promptly consult with the Apprentice(s) and their representative in an effort to identify options to improve the downtime situation. If identified options fail to improve the downtime situation an application will be made to the Victorian Registrations and Qualifications Authority (VRQA) to suspend those Apprentices that cannot be placed with Host Employers.
  - (b) If the downtime cycle continues for another one (1) month, redundancy will be implemented as outlined in Redundancy Clause (19) of this Agreement with the objective of eliminating downtime payments. For the avoidance of doubt, this shall apply notwithstanding the fact that all Apprentices may not have exhausted all paid downtime allocation
  - (c) When the downtime situation stabilizes (but no later than 10 working days after the suspension of paid down time has taken effect) the Employer and the Apprentice(s) or their representative will consult on the reinstatement of paid downtime. Any disputes over this issue will be handled in accordance with the Disputes Settling Procedure (clause 25).

- (d) Where the Employer fails to begin consultation within the timeframe outlined in cl 18(c), paid downtime will resume no later than 2 weeks after the commencement of the suspension.

## 19. REDUNDANCY

### 19.1. Consultation

Where it appears that a position or positions are likely to be made redundant, and prior to formal redundancy notices being issued, the Employer shall notify the affected Apprentice(s) and their representative at the earliest possible time and provide relevant details including:

- (a) The method of identifying positions as redundant, having regard to the efficient and economical working of the Company;
- (b) The timing of that advice to Apprentices;
- (c) The appropriateness of using voluntary retrenchment;

### 19.2. Notice of Redundancy

An Apprentice shall receive notice in accordance with the provisions of Clause 15 of the Award.

### 19.3. Voluntary Retrenchment

Apprentices can apply for Voluntary Retrenchment where the Employer needs to implement redundancies. Approval shall be linked to the Employer's operational needs.

### 19.4. Redundancy Pay

If an Apprentice is made redundant by the Employer during his / her apprenticeship the Apprentice will be entitled to redundancy in accordance with the following scale:

<b>Period of continuous service</b>	<b>Severance pay</b>
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay

Week's pay means the gross weekly rate of pay as provided by Appendix 1, at the date of termination.

Apprentice(s) shall be entitled to a pro rata payment for any period continuous service which is less than a full year at any of the year levels referred to above.

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



The parties agree to actively pursue alternative placements for Apprentices who may be made redundant.

## **20. PAYMENT OF WAGES**

- (a) The Employer shall pay wages directly into an Apprentice's nominated bank account by Electronic Funds Transfer.
- (b) Pays will be based on completed electronic time sheets submitted through the on line payroll portal. Time sheets must be submitted by the Apprentice and approved by the host employer by 6pm Friday.
- (c) Normal pay days shall be Wednesdays in respect of the pay week ending on the previous Sunday. If a public holiday falls on a Monday or Tuesday the pay day shall be the day after.
- (d) The Employer reserves the right to change the pay week to fall in line with that of the Host Employer. The Employer shall give the affected apprentice(s) 7 days' notice prior to any change to the pay week.
- (e) Pay slips showing full details will be emailed, or mailed to the Apprentices' address, on the day after a pay day.
- (f) Pay slips are to include the following information:
  - (i) Name of Apprentice
  - (ii) Classification of Apprentice
  - (iii) Period to which pay relates
  - (iv) Ordinary hourly rate
  - (v) Number of hours worked
  - (vi) Gross payment
  - (vii) Amount of superannuation contribution and the name of the fund or scheme
  - (viii) Site allowance and severance payments (where applicable)
  - (ix) Overtime rates
  - (x) Personal leave entitlement
  - (xi) Accrued annual leave

## **21. ADULT APPRENTICES**

- 21.1. People who are 21 years of age or older at the time of entering into an apprenticeship will be paid the relevant adult Apprentice rate under this Agreement.

## **22. PROTECTIVE CLOTHING**

- 22.1. On commencement of employment with the Employer each Apprentice shall be issued the following protective clothing (Australian made where possible):

One set of safety laced up boots or reimbursement for boots to the value of \$105.00

Two sets of drill trousers and shirts (optional 2 sets of overalls instead)

One high visibility jumper every two years

Ear muffs, safety glasses and safety goggles

One set of ninja gloves & one pair of Cat 4 safety gloves

- 22.2. The above mentioned clothing shall be maintained by the Apprentice and replaced by the Employer on a fair wear and tear basis.

- 22.3. Prescription Safety Glasses will be supplied to Apprentices upon request to the Human Resources Manager. Apprentices will be required to undertake an eye test (this is covered by Medicare at no cost). Safety Glasses supplied by the Employer's optical supplier will be approved by WorkSafe and be to the value of \$350.00. Any damage or replacement glasses will be met by the Apprentice.

## **23. MONITORING OF THIS AGREEMENT**

The parties to this Agreement will review the effect of the Agreement on its expiration.

The parties will jointly develop a number of information sessions with the Apprentices during the life of the agreement to develop good communications between all parties to this agreement.

## **24. CONSULTATIVE COMMITTEE**

- 24.1. A committee of Apprentices will be formed to represent Apprentices of the Employer. This committee role will include meeting with the company and other relevant industry participants to discuss industrial and industry issues.

- 24.2. The number of Apprentice Committee members shall not exceed seven (7). Apprentice Committee members shall be paid their normal rate including all allowances while attending the Committee meetings and undergoing agreed training.

- 24.3. All communication between the Employer and the ETU regarding the Apprentice Committee and subsequent requirements shall be directed through the General Manager (Vic) at all times.

- 24.4. Occupational Health and Safety Representatives will be given a minimum of five (5) days per annum, at accredited Health and Safety training programs. Occupational Health and Safety Representatives shall be paid their normal rate and all allowances while attending these courses.

- 24.5. All expenses involved in the committee members and/or Occupational Health and Safety Representative attending such training shall be paid by the Employer. This shall include course fees, travel, meal and accommodation expenses.

## **25. DISPUTES SETTLING PROCEDURE**

### **25.1. General Disputes Resolution Procedure**

- (a) Where a dispute arises over permitted matters (as currently defined in the Act), the application of this Agreement or the NES, the matter shall be first submitted by the Union, Apprentice or Apprentice Representative (if any) to the supervising officer or another appropriate manager, or vice versa. If not settled, the matter may be referred to more senior persons.
- (b) While this procedure is being followed the status quo that existed immediately prior to the events that gave rise to the dispute will remain and, subject to this, work shall continue normally where it is agreed that there is an existing custom and practice, but in other cases the work shall continue at the instruction of the Employer. Failure to continue shall be a breach of the Agreement.
- (c) No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (d) If still not settled, either party may submit the matter, in accordance with this clause, to:
  - (i) the Disputes Board for conciliation and/or, if conciliation does not resolve the dispute, arbitration; or
  - (ii) directly to FWC for conciliation and/or arbitration, or for a review of an arbitrated decision of the Disputes Board.
  - (iii) To avoid doubt, a party to a dispute may:
  - (iv) apply to FWC notwithstanding the fact that the Disputes Board has already conciliated the matter; or
  - (v) if the Disputes Board has arbitrated the matter, apply to FWC for a review of the decision within 14 days of the decision having been made; or
  - (vi) elect to submit the matter directly to FWC without first going to the Disputes Board.
- (e) If a matter is submitted to the Disputes Board:
  - (i) The decision of the Disputes Board is binding on the parties, subject to the right to review in accordance with this clause.
- (f) Where a matter does progress to FWC for arbitration or review, its decision shall be final and binding on the parties, subject to either party exercising any right of appeal against the decision to a Full Bench.

- (g) In conciliating or arbitrating a matter under this clause, or conducting an appeal under this clause, FWC may exercise such procedural and other powers in relation to conferences, hearings, witnesses, evidence and submissions as are necessary to make the conciliation, arbitration, arbitration hearing, or review effective. To avoid doubt, in conducting a review, FWC is not confined to a consideration of the materials before the Disputes Board, and may deal with the matter afresh or conduct any hearing afresh and substitute its decision for that of the Disputes Board. In conducting a review, it is not necessary for FWC to determine whether the decision of the Disputes Board was affected by error.
- (h) A decision of the Disputes Board or FWC made pursuant to this clause 15.2 must not be inconsistent with the Building Code 2016 or legislative obligations.
- (i) For the purposes of the disputes procedure:
  - (i) At all stages of this procedure, those involved in the dispute may seek the assistance of the Union, an Employee Representative, Employer representative (if any) and/or other representative.

#### 25.2. Electrical and Communication Industry Disputes Board

The Disputes Board shall deal with all matters referred to it having full regard to the dispute procedure in this Agreement and to its charter as agreed between the Union and the National Electrical and Communications Association.

#### 25.3. Safety Disputes Resolutions Procedure

The parties to this agreement are committed to continuous improvement in Occupational Health and Safety standards through the implementation of an organisational framework which involves all parties in protecting Apprentice's health and safety.

In meeting these objectives, the parties have agreed to consider a broad agenda through the consultative processes established by this agreement. Such agenda will include insuring Host Employers provide:

- (a) Measures designed to ensure they adhere to the provisions of the Occupational Health and Safety Act 2004.
- (b) A working environment that is safe and without risk to the health of the Apprentice(s).
- (c) Monitoring of the health of the Apprentice(s).
- (d) For the keeping of information and records relating to the health and safety of the Apprentice(s).
- (e) A person with or persons each with a level of seniority to be the Host Employer's representative or representatives.
- (f) Monitoring of the conditions of the workplace.

- (g) Supervision as outlined in the *ESV Effective Supervision of Electrical Apprentices: Requirements* document and the names of persons to whom the Apprentice may make an injury report or complaint in relation to health and safety.

As soon as possible after any Occupational Health and Safety issue has been reported to the Host Employer, the Host Employer representative, elected OH&S representative and the Employer Field Officer shall meet to try to resolve the issue.

If the matter is not resolved, the Employer's General Manager (VIC) will get involved in discussions in an attempt to resolve the issue.

If agreement is still not reached, the following steps will be initiated by the Employer or an Apprentice.

When dealing with Occupational Health and Safety and an issue arises, the matter should be referred to the Employer's General Manager (VIC) and Host Employer supervisor. The General Manager (VIC) shall discuss the matter with the person and the elected Apprentice representative or other duly elected health and safety representative if on site with a view to agreeing on a safe working procedure to eliminate the risk of injury or disease.

Where the General Manager (VIC) and Host Employer supervisor or the Apprentice representative or other duly elected health and safety representative consider there is likely to be an immediate risk to the health and safety of any person they may, jointly or singularly, direct that work in a particular area, or by that particular method, cease (immediate risk means that there is a degree of danger which is likely to cause injury or disease before the risk can be eliminated).

Work in the affected area(s) shall cease and Apprentices shall be relocated to work in alternative safe areas where work is available in their classification.

Apprentices may be relocated to other job sites where there is safe work for the classification. Wherever possible, the ETU or other duly elected representative shall be informed prior to any relocation.

Where there is no work available for the particular Apprentices, they shall remain on site for a reasonably short period and make themselves readily available for resumption of work without loss of pay. Failure to do so shall negate any claim for payment.

During discussions the health and safety representative may seek the assistance of the ETU in accordance with the *Occupational Health and Safety Act 2004* (Vic) and the supervisor may seek advice or assistance.

Where the General Manager (VIC), Host Employer supervisor and the Apprentice health and safety representative cannot agree on a procedure, either party may call in a WorkCover Inspector, who may provide advice on the proposed procedure.

The General Manager (VIC), Host Employer supervisor and the Apprentice health and safety representative shall agree on the best method of rectifying the problem.

#### **25.4. Duties of Apprentices**

See Appendix 4.

## 26. Drug and Alcohol Policy

- (a) All agreed, existing Employer and/or client policies will continue to apply.
- (b) Apprentices shall be trained and inducted in any drug and alcohol policies that apply to them. Failure to do so shall mean that such policy cannot be used against them.
- (c) Notwithstanding the above, the following Drug and Alcohol principles shall apply:
  - (i) Where practicable, self-testing shall be available for both drugs and 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, the type of test must be one that establishes that that the Apprentice has recently used (within 48 hours) drugs and is impaired in relation to the performance of their role.
  - (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.
  - (iv) Drug and Alcohol testing shall not be used to unfairly target Apprentices.
- (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) **MEDICAL EXAMINATIONS:**
  - (i) In order to ensure the safety of existing Apprentices, who will be working alongside new Apprentices, the Employer seeks to be able to perform pre-employment medical examinations for prospective Apprentices. This can be done, subject to compliance with this clause.
- (f) **PRE-EMPLOYMENT**
  - (i) Pre-employment medical examinations may be conducted as part of the selection process to ensure that prospective Apprentices are able to perform the inherent requirements of the particular position.
  - (ii) The examination must be limited to only those matters that are necessary in order to determine whether the prospective Apprentice is able to perform the inherent requirements of the position.

- (iii) The Employer nominated doctor shall perform the examination. In the event that there is a concern about the independence of the doctor, the doctor shall be a doctor agreed to between the Employer and the patient or their nominated representative.
  - (iv) Costs of examination(s) will be borne by the Employer.
  - (v) The results and any notes or reports relating to the examination, will be provided to the patient upon request. Failure to do so will render the examination invalid.
  - (vi) Subject to the consent of the prospective Apprentice, the results of this examination may be forwarded to the Employer. The Employer shall ensure that it only receives what is necessary in order to determine whether the prospective Apprentice is able to perform the inherent requirements of the position.
- (g) OTHER MEDICAL EXAMINATIONS:
- (i) The Employer may with genuine and just cause request an Apprentice undergo at no cost, and without loss of pay/entitlements, to the Apprentice, a medical examination by an Employer nominated medical practitioner during the Apprentice's employment in order to assess his or her fitness for work. Such a request must be reasonable in the circumstances. An Apprentice will not unreasonably refuse a request to attend a medical examination.
  - (ii) The examination must be limited to only those matters that are necessary.
  - (iii) The results of this examination may be forwarded to the Employer. The Employer shall ensure that it only receives what is necessary in order to determine whether the prospective Apprentice is able to perform the inherent requirements of the position.
  - (iv) The results and any notes or reports relating to the examination, will be provided to the Apprentice.
  - (v) In the event that there is a concern about the independence of the medical practitioner, the doctor shall be a doctor agreed to between the Employer and the Apprentice or their chosen representative.
- (h) The parties will over the life of this Agreement consult on the development and implementation of a pro-forma medical assessment form to guide the medical practitioner in his or her assessment.

## **27. WOMEN IN THE INDUSTRY**

It is recognised that the electrical and communications contracting industry needs to employ more women and the Employer with the assistance of the

Union shall implement measures to redress this during the life of this Agreement.

Such measures will be implemented that will encourage and assist women to seek and maintain employment in the Electrical and Communications Contracting Industry.

Where women are employed onsite, separate amenities will be provided. These shall include changing facilities that meet the standard of the Workplace Code of Practice for Building and Construction Workplaces or its successor are provided as a minimum.

## **28. OVERTIME**

28.1. Whilst there is a requirement to work reasonable overtime, it is not compulsory to work overtime. Excessive overtime will not be worked.

28.2. It is agreed that every effort shall be made to eliminate excessive overtime and create as many employment opportunities as possible. Any suggested measures to address this shall be implemented following consultation and reviewed regularly throughout the life of this Agreement.

## **29. TRADE SCHOOL COMPLIANCE**

The company has a commitment to training and skill development. The Apprentice training program will be the approved qualification under the Electrotechnology Industry Training Package.

Apprentices are to adhere to the RTO training plan. This includes inputting their weekly profiling on-line via either eProfiling or Profile 21, passing all their units of competency examinations, practical examinations, complete and provide work assignments and successfully pass their Capstone or LEA examination(s) enabling them to be issued with an 'A' grade electrical licence.

Apprentices who fail more than one (1) unit of competency, fail to hand in their 4<sup>th</sup> year work assignment, or do not input their weekly profiling on-line, will be counseled as follows:

### **29.1. Unsatisfactory Trade School Performance**

If the Field Officer or Apprentice Services Manager recognises that an Apprentice is not complying to their Apprentice Training Plan the problem will be addressed immediately.

The Field Officer will arrange for a counselling session with the Apprentice to discuss:

- (a) The accepted standard of performance.
- (b) The Apprentice's area for improvement.
- (c) Strategies to achieve improvement.
- (d) An Action Plan for review on an agreed date.

A Corrective Action Plan is developed and signed off by the Employer and the Apprentice. The Discipline Interview Report Form is completed



as a record of the meeting. If after the review date the Apprentice adheres to the Corrective Action Plan, no further action will be taken.

### **1<sup>st</sup> Written Warning**

If the Corrective Plan is not adhered to, a written warning is issued to the Apprentice by the Field Officer and Apprentices Services Manager. A copy of the written warning is given to the Apprentice and the original is kept in the Apprentice file.

### **2<sup>nd</sup> Written Warning**

If the Apprentice fails to adhere to the Corrective Action Plan within a revised timeframe a second written warning is given to the Apprentice by the Field Officer and Apprentice Services Manager. A copy of the warning letter is given to the Apprentice and the original is kept in the Apprentice file.

### **Dismissal and or Suspension**

If the Apprentice continues to not adhere to the Corrective Action Plan the union is informed of the impending dismissal or suspension. A meeting will be held with the Apprentice's nominated representative, the Apprentice, Field Officer and General Manager (VIC). At this meeting the Corrective Action non compliance will be discussed. The outcome of the meeting may include the Apprentice being suspended until they address the Corrective Action or the dismissal of the Apprentice.

## **29.2. TAFE Institute/RTO Achievement allowance**

The Wage Rates set out in Appendix 1 include a TAFE Institute/RTO achievement allowance equal to 2% of an eligible Apprentice's equivalent applicable wage rate under the Award. An Apprentice's eligibility to receive the TAFE Institute/RTO achievement allowance will be determined as follows:

- (a) An Apprentice will be eligible to receive the TAFE Institute/RTO Achievement allowance only where the Apprentice:
  - (i) has commenced an apprenticeship and that apprenticeship has not concluded; and
  - (ii) has no more than 1 not completed/failed unit of competency result on their Apprentice Course record.
  
- (b) An Apprentice will not be eligible to receive the TAFE Institute/RTO Achievement allowance:
  - (i) where he/she has 2 or more not completed/failed units of competency results on their apprenticeship course record, provided that the Apprentice's wage rate will be no less than the Apprentice's equivalent wage rate under the Award;
  - (ii) where the Apprentice is an adult Apprentice; or
  - (iii) where, under clause 15.2 of this Agreement, the Employer is required to provide to the Apprentice a payment or benefit that is equivalent to the TAFE

Institute/RTO Achievement allowance (being a payment or benefit in respect of the Apprentice's satisfaction of prescribed requirements relating to their Apprentice Course record).

- (c) An Apprentice who is ineligible to receive the TAFE Institute/RTO Achievement allowance for either of the reasons in (b)(i) or (ii) above will become eligible to receive the TAFE Institute/RTO Achievement from the date he/she satisfies the eligibility criteria in (a) above.
- (d) An Apprentice who is ineligible to receive the TAFE Institute/RTO Achievement allowance for the reason in (b)(iii) above will become eligible to receive the TAFE Institute/RTO Achievement from the date he/she no longer receives such a payment or benefit under clause 15.2 of this Agreement equivalent to the TAFE Institute/RTO Achievement allowance.

# **APPENDIX 1**

## **Wage Rates**

Payable from the first pay period on or after the date specified.

## **Junior Apprentice Rates**

Junior Apprentices wage rates will be 2% higher than the wage rates prescribed by the Award.

## **Adult Apprentice Rates**

Adult Apprentices wage rates will be paid the wage rates prescribed by Award.

## **APPENDIX 2**

### **ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY AWARD 2010 ALLOWANCES SCHEDULE**

Payable from the first pay period on or after the date specified.

Apprentices will be paid allowances as prescribed by the Award.

***Note 1: The maximum compensation for loss of tools shall be to the current value of the Employer's supplied tool kit.***

# Effective supervision of electrical apprentices

## Requirements document

Energy Safe Victoria (ESV) is the state energy safety regulator for gas, electricity and pipelines in Victoria. Part of our role is to investigate electrical incidents and fatalities. In a recent 12 month period, ESV has investigated the death of three apprentice electricians. This is an unacceptable statistic for Victoria and it is incumbent on all stakeholders in the electrical trade to be vigilant in regard to the safe and effective supervision of electrical apprentices.

This paper has been developed to provide employers and supervisors of electrical apprentices information and guidance on our expectations (including responsibilities) for the effective supervision of apprentices.

## Employer's responsibility

Regardless of who is tasked within the organisation to carry out the role of supervisor, the employer remains responsible for the quality of apprentice training, and their safety and supervision – including direct, general and broad supervision.

We expect the employer to comply with the requirements of AS/NZS 4836 – safe working on or near low-voltage electrical installations and equipment, across the organisation where relevant.

## Supervisor's responsibility

A supervisor of an electrical apprentice must be competent and adequately qualified in the role of supervisor, and hold a Victorian A Class electricians licence (the silver card) if the apprentice is an apprentice electrician. For other electrical apprentices the supervisor would be qualified to supervise the apprentice type.

It is the supervisor's responsibility to provide effective supervision to the apprentice.

Effective supervision means being:

- present at the site of the electrical work to the extent necessary to ensure that the work is being carried out safely and correctly
- aware of the details of the electrical work being performed, give instruction and direction to the apprentice
- the responsible person for the compliance of the electrical work.

The supervisor is responsible for:

- assessing whether the workplace is a safe working environment for the apprentice i.e. is the workplace in a condition that will provide for a safe working environment
- deciding what level of supervision should apply at various stages of the apprenticeship
- ensuring that the apprentice is given opportunities to learn and practice on-the job skills
- isolating, testing and commissioning of circuits and equipment
- training, mentoring and monitoring progress on a daily basis.

## Levels of supervision and when they apply

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 observe all aspects of the apprentice's work to ensure work is performed safely and correctly
- be able to communicate directly with the apprentice at all times
- remain within audible range (within 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.

**The apprentice may only isolate, test or commission circuits and equipment whilst under direct supervision.**

The supervisor is not required to be on the same work site as the apprentice at all times, but shall:

- meet with the apprentice at the start of the day or work cycle and provide direction
- isolate and prove de-energisation of any circuits or equipment on which the apprentice will be working.
- attend the site at regular intervals to ensure work is being carried out safely and correctly
- be readily available by electronic communication to provide advice and guidance to the apprentice
- must attend the site on completion of the electrical work to test and verify the work completed by the apprentice, and to carry out any commissioning or livening of the work.

## 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 or 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

The following criteria are essential when assessing an apprentice to be competent in a task:

- 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

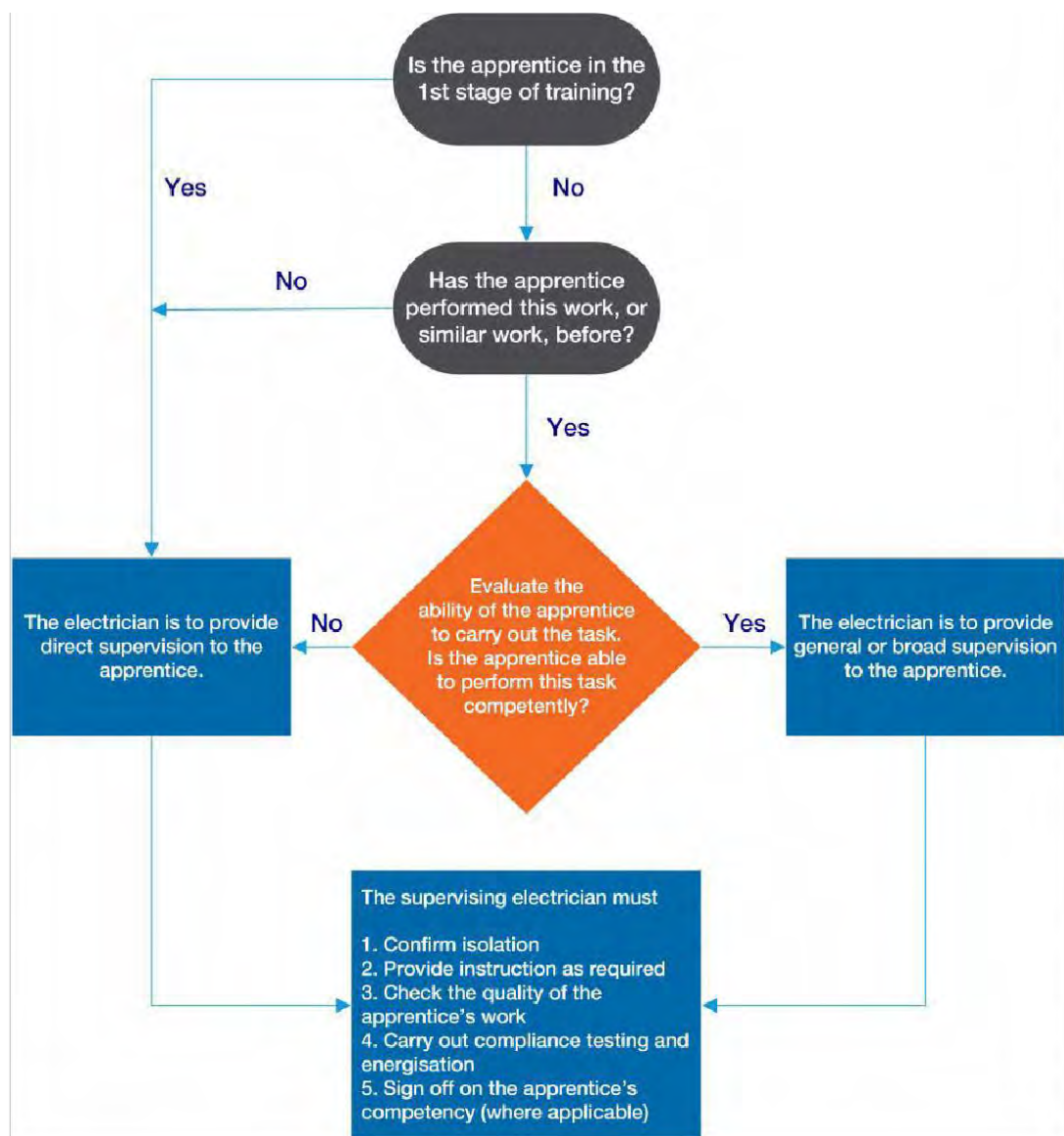
An effective workplace supervisor:

- 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
- discusses and develops on-the-job training with the apprentice.

General guidance: supervision levels	Type of work	Apprentice training stages	Minimum level of supervision
<ul style="list-style-type: none"> <li>• <b>New electrical installations (not connected to supply)</b></li> <li>• <b>Cable tray installation</b></li> <li>• <b>Rough in light and power</b></li> </ul>		First	Direct
		Second	Direct/ General
		Third	General/Broad
		Fourth or final	Broad
<ul style="list-style-type: none"> <li>• <b>Maintenance, alterations and additions to existing electrical installations</b></li> <li>• <b>Sub-mains and main installation</b></li> </ul>		First	Direct
		Second	Direct/General
		Third	General
		Fourth or final	Broad
		First	Direct
		Second	Direct/General

• <b>Workshop assembly and maintenance of electrical equipment</b>	Third Fourth or final	General/Broad Broad
• <b>Distribution and main switchboard installation</b>	First Second Third Fourth or final	Direct Direct Direct / General General / Broad
• <b>Electrical isolation of installation and equipment</b>	First Second Third Fourth or final	Direct Direct Direct Direct
• <b>Testing</b>	First Second Third Fourth or final	Direct Direct Direct Direct
• <b>Fault finding</b>	Third Fourth or final	Direct Direct
• <b>Live work</b>		

**Work on or near any live/energised electrical installation or equipment is not permitted**  
 Testing to confirm isolation and fault-finding are exceptions and must be under direct supervision.  
 Refer to above section and AS/NZS 4836









# APPENDIX 4

## Responsibilities of Apprentices

Apprentices will be required to adhere to the following protocols:

- Notify the Employer in writing if he/she has changed address or telephone number(s).
- Notify the Employer and their Host Employer before their scheduled start time if not attending work due to illness or for any other reason.
- Ensure OH&S protocols set out in this agreement, including those in this Appendix 4, are adhered to.

Apprentices will immediately notify the Employer's OHS Coordinator if an injury or near miss occurs. A Register of Injury must be completed by the Apprentice within 30 days of becoming aware of the any work related injury or illness.

Apprentices must notify the Employer immediately if they have their car or motorcycle license suspended. Apprentices will ensure that they make other travel arrangements so that they can report for work on time.

Apprentices whose license is suspended will not be given special consideration with placements in the CBD.

Apprentices who fraudulently fill out their time sheets will be formally disciplined.

Apprentices shall not perform any duties outside the type of work advised by the Employer unless first consulting and gaining approval of the Employer.

Apprentices shall immediately contact the Employer where they believe they have been placed in an unsafe situation or where they have been asked to perform work that is unsafe.

Must wear the Employer issued clothing at all times during working hours, except when attending trade school.

Protective clothing worn must be of correct fit and good condition.

Apprentices will not wear any metal jewelry including piercings, bracelets, rings, neck chains, watches, metal spectacle frames, whilst at work

Apprentices will not use or purchase a Stanley type knife.

**Abide by Employer employment policies including:**

- Punctuality.
- Ensuring work and trade school performance outcomes are achieved. The Employer apprenticeships disciplinary processes will apply where units of competency remain uncompleted or failed.
- Adhere to Employer's Drug and Alcohol Policy
- Ensure that time sheets are correctly entered and approved by the Host Employer using the online payroll system by 12:00pm Monday
- Adhere to the Equal Opportunity Policy.
- On successfully passing of the electrical trade course, the Apprentice will sit for the LEA examinations.
- Ensure that leave without pay is authorized by Employer management prior to taking the leave.
- Ensure any leave request is approved by the Employer and the host employer prior to taking leave.

## APPENDIX 5

### SITE ALLOWANCE PROCEDURE

Where the Host Employer is obliged under their Certified/Registered Agreement to pay their employees a site allowance in accordance with that industrial instrument, the Apprentice will be paid a site allowance in accordance with the following procedure:

#### 1. Building Construction Site Allowance Procedure

- (a) This procedure shall apply to work covered by this Part in the State of Victoria, excluding Metal Engineering Construction Projects to which clause 2 applies, or on any project where the project value is below \$3 million.
- (b) The applicable Site Allowance shall be determined either by:
  - (i) Sub clause (e) if the project is contained within the City of Melbourne as defined in sub-clause (m);
  - (ii) The amount contained in sub-clauses (f).
- (c) The Site Allowance shall be paid at the appropriate rate per hour flat for hours worked, to compensate for all special factors and/or disabilities on a project and in lieu of the following - confined space, wet work, dirty work, second-hand timber and fumes. Any applicable allowances in this Agreement (other than those mentioned above) shall be applied as and when incurred, in accordance with this Agreement.
- (d) The Site Allowances in this clause are to be adjusted annually in line with CPI movements. The following rates will apply from 1 October 2016.
- (e) City of Melbourne (as defined in sub-clause (m) hereof):
  - (i) Projects
    - (A) Up to \$244.6m \$4.35 per hour worked
    - (B) Over \$244.6m as per New Projects Victoria (sub-clause (f))
  - (ii) Renovations, Restoration &/or Refurbishment work
    - (A) \$3.75 per hour worked
  - (iii) The Site Allowance on projects which are a combination of new and renovation work shall be governed by the majority of work involved. For example, where the majority of work is new work, then the Site Allowance appropriate to new work shall be paid for all Apprentices on the project.

(f) New Projects Victoria

<b>Project Value \$ Million</b>	<b>Site Allowance \$ per Hour</b>
\$3.0 – 8.2 million	\$2.50
\$8.2 – 20.2 million	\$2.70
\$20.2 – 40.8 million	\$3.00
\$40.8 – 81.5 million	\$3.55
\$81.5 – 163.1 million	\$4.20
\$163.1 – 244.6 million	\$4.35
\$244.6 – 326.0 million	\$4.55
\$326.0 – 489.3 million	\$4.70
\$489.3 - 683.1 million	\$4.80
\$683.1 – 909.3 million	\$4.90
\$909.3 – 1184.9 million	\$5.00
\$1184.9 - 1454.1 million	\$5.40
\$1454.1 – 1831.1 million	\$5.85
For projects above \$1831.1 Million, there shall be an increment in site allowance of 10 cents per additional \$100 Million or part thereof.	

- (i) All new Docklands projects are to be in accordance with the new scale of Site Allowances.
  - (ii) Project Value is to include the cost of total works directly associated with construction work, including the value of any fixtures.
- (g) The Rates shall be reviewed no later than 30 September of each year, and thereafter for each subsequent year of the Agreement taking account of the CPI movement and the economic circumstances prevailing in the industry at that time.
- (h) The Site Allowance values and project values in this Clause shall be adjusted by the CPI (all Groups, Melbourne), effective from 1 October each year thereafter according to the above CPI movement for the preceding period July to June in each year.
- (i) The Site Allowance shall be adjusted up or down to the nearest 5 cents, and Project value to the nearest \$100,000.
- (j) In all cases where the parties fail to reach agreement on the project value for the purpose of determining the Project Site Allowance to apply

to a particular site or project, then such disagreement shall be referred to the Disputes Board for determination in accordance with clause 25 of this Agreement. If necessary to ensure Building Code 2016 compliance, the parties will vary this Agreement to give effect to the determination of the Disputes Board. The Disputes Board's determination shall be final and binding on the Parties (and there shall be no right of review by FWC in respect of such a decision).

- (k) In determining the project value, the Disputes Board shall have regard to the Site Allowance Guidelines, and shall not deviate from these Guidelines unless there are special and exceptional circumstances. Where the procedures prescribed by this Clause are being followed, work shall continue normally. In the event of Apprentices taking industrial action in pursuance of a claim, the date of operation of the Project Site Allowance shall not commence before the date on which the Apprentices cease industrial action.
- (l) This Clause shall not apply to projects which qualify under the Shopping Centre Agreement.

**(m) City of Melbourne Boundaries**

- (i) For the purposes of determining Site Allowance in accordance with this Agreement, the boundaries of the "City of Melbourne" are defined as follows:
- (ii) Commencing at the point where CityLink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, MacArthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevard and following the water line to Lorimer Street, and then east along Lorimer Street as far as CityLink (Western Link). Follow CityLink north to Racecourse Road to complete the boundary.
- (iii) The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street and Alexandra Parade.
- (iv) Where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

**(n) Melbourne Airport**

All new construction and extension/refurbishment work at Melbourne Airport having a project value in excess of \$3 million will attract, for each and every hour worked on-site the current City of Melbourne Site Allowance as provided in subclause (m) plus an additional 15c per hour.

**(o) Civil Road Construction**

Apprentices shall receive a site allowance (flat) in the amount as set out in the table above for all time working on a civil road construction project.

**(p) Shopping Centres**

(i) The provisions that apply to construction shall apply to “Shopping Centres” (as defined) with the following variations.

**(ii) Site Allowance**

All new construction and extension/refurbishment work of shopping centres, retail strip shops and stand alone retail facilities having a project value in excess of \$3 million will attract the then current City of Melbourne Site Allowance.

**(q) Fast Food Allowance**

(i) A site allowance as set out in the table below per hour will be paid on all fast food construction and on refurbishment with a building permit value in excess of the amounts set out in the table below, provided that a site allowance in accordance with sub-clauses (a) to (k) will be paid on projects with a project value in excess of \$3 million.

	Allowance	Building Permit Value
From the first full pay period following commencement	\$2.75	\$469,000
From 1 March 2021	\$2.80	\$477,000
From 1 March 2022	\$2.85	\$485,000
From 1 March 2023	\$2.90	\$493,000

**1.2 Altona Area Allowance**

An Apprentice working within a 8km radius from the intersection of Koroit Creek Road and Millers Road, Altona, shall when employed on chemical or petrochemical plants or on commercial or industrial jobs within 1km of the nearest part of the perimeter of such plants or within the perimeter of storage tank farms, be paid an all-purpose allowance of \$1.10 per hour extra, effective 1 June 2015. This allowance will be adjusted annually (effective from 1 June) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 months to March (increases to be rounded to the nearest 5 cents).

**1.3 Rigging Duties Allowance**

(a) If an Apprentice is a qualified basic, intermediate or advanced rigger, and is **required to perform** rigging duties, they shall be paid an all-purpose allowance of:

Basic:	\$10 per week
Intermediate:	\$20 per week
Advanced:	\$30 per week

**2. Metal Engineering Construction Allowances**



## 2.1 Application of this Clause

- (a) This clause applies only to Apprentices while working on a Metal Engineering Construction Project with a value greater than \$70 million.
- (b) Where this **clause 2** applies, clause 1 does not apply.

## 2.2 Tool allowance

A weekly, all purpose tool allowance will apply for all trades persons (including Apprentices) at the following rate:

	From first full pay period following commencement	1-Mar-21	1-Oct-21	1-Mar-22	1-Oct-22	1-Mar-23	1-Oct-23
Weekly all-purpose tool allowance	34.80	35.49	36.20	36.92	37.66	38.42	39.18

## 2.3 Commissioning Allowance

Apprentices who are assigned to the commissioning crew on a Metal Engineering Construction Project only shall receive an extra 15% on top of their classification rate. This does not include installation tests required by AS/3000.

## 2.4 Fares and Travel

- (a) The following shall apply:

Fares and Travel								
		From first full pay period following commencement	1-Mar-21	1-Oct-21	1-Mar-22	1-Oct-22	1-Mar-23	1-Oct-23
Provides own transport	0-40kms	49.55	50.54	51.55	52.58	53.63	54.70	55.80
Provides own transport	40-70kms	72.07	73.52	74.99	76.49	78.02	79.58	81.17
Provides own transport	70+ kms	120.50	122.91	125.36	127.87	130.43	133.04	135.70

Provided with transport	0-40kms	19.14	19.53	19.92	20.31	20.72	21.13	21.56
Provided with transport	40 - 70kms	30.41	31.01	31.63	32.26	32.90	33.56	34.23
Provided with Transport	70+ kms	41.67	42.50	43.35	44.21	45.10	46.00	46.92

- (b) For the purposes of this subclause, distance means the distance between the on-site project location and the residential location of where the Apprentice resides whilst engaged on the project. This includes temporary accommodation at some place other than an Apprentice's usual place of residence.
- (c) However, where the on-site project location is within a 60km radius of the Melbourne GPO or the Geelong GPO the following shall apply:

Fares and Travel							
	From first full pay period following commencement	1-Mar-21	1-Oct-21	1-Mar-22	1-Oct-22	1-Mar-23	1-Oct-23
Provides own transport	40.54	41.35	42.00	43.03	43.89	44.77	45.66
Provided with transport	19.14	19.53	19.92	20.32	20.72	21.14	21.56

## 2.5 Metal Engineering Construction Site Project Allowance

- (a) Major Metal Engineering Construction Projects: Metal Engineering **Construction** Projects with a value of \$140 million and over
- (i) For **major metal engineering construction** projects only, in recognition of the nature of such projects, a project disability allowance shall be paid at a rate of

As from the first full pay period following commencement	\$6.50per hour all-purpose
As from the 1 <sup>st</sup> March 2021	\$6.75 per hour all-purpose
As from the 1st March 2022	\$7.00 per hour all-purpose

- (ii) As from the 1st March 2023 \$7.25 per hour all-purpose This allowance shall be deemed to compensate for all special factors and/or disabilities including, but not limited to location, heat, height, dust, confined space, dirty work and wet work and all special rates and shall be in lieu of any other allowance in this

Agreement, except those expressly stated to apply in this clause 2.6.

(b) General metal engineering construction projects: **Metal Engineering Construction Projects** with a value of between \$70 and \$140 million.

(i) For **General Metal Engineering Construction** projects, in recognition of the nature of such projects, a project disability allowance shall be paid at the applicable rate set out below:

(A) **For general metal engineering** projects within the City of Melbourne, the project disability allowance shall be \$3.75.

(B) **For general metal engineering** projects outside the City of Melbourne, the project disability allowance shall be \$3.65.

(ii) The project disability allowance shall be paid at the appropriate rate per hour all-purpose, to compensate for all special factors and/or disabilities on a project and in lieu of the following - confined space, wet work, dirty work, second-hand timber and fumes. Any applicable allowances in this Agreement (other than those mentioned in this subclause) shall be applied as and when incurred, in accordance with this Agreement.

(c) The Project disability Allowances in this clause are to be adjusted annually on 1 October in line with CPI movements to the nearest 5 cents.

(d) In all cases where the parties fail to agree on matters related to the application of the project disability allowance, then the matter shall be referred to the Disputes Board for determination in accordance with clause 25. If necessary to ensure Building Code 2016 compliance, the parties will vary this Agreement to give effect to the determination of the Disputes Board. The Disputes Board's determination shall be final and binding on the Parties (and there shall be no right of review by FWC in respect of such a decision).

(e) **City of Melbourne Boundaries**

For the purposes of determining the Project disability Allowances in this clause in accordance with this Agreement, the boundaries of the "City of Melbourne" are defined as follows:

Commencing at the point where CityLink (Tullamarine Freeway) intersects Racecourse Road, proceed east along Racecourse Road, Elliott Avenue, MacArthur Road Cemetery Road West, Cemetery Road East and Princes Street to Nicholson Street. Then south on Nicholson Street to Victoria Parade. In Victoria Parade, proceed east to Punt Road, then south along Punt Road to the St Kilda Junction. From the St Kilda Junction proceed along Fitzroy Street to Beaconsfield Parade, and then north-west along Beaconsfield Parade, Beach Street and The Boulevard and following the water line to Lorimer Street, and then east along Lorimer Street as far as CityLink (Western Link). Follow CityLink north to Racecourse Road to complete the boundary.

The City of Melbourne zone will also include the area bounded by Nicholson Street, Victoria Parade, Hoddle Street and Alexandra Parade. Where one boundary of a project fronts at least one of the above streets, then such project is deemed to be within the City of Melbourne.

## **7.2 Altona Area Allowance**

- (a) An Apprentice working within a 8km radius from the intersection of Kororoit Creek Road and Millers Road, Altona, shall when employed on chemical or petrochemical plants or on commercial or industrial jobs within 1km of the nearest part of the perimeter of such plants or within the perimeter of storage tank farms, be paid an all-purpose allowance of \$1.10 per hour extra (current as at 1 June 2016). This allowance will be adjusted annually (effective from 1 June) in accordance with CPI movements (All Groups, Melbourne) for the preceding 12 months to March (increases to be rounded to the nearest 5 cents).

## **7.3 Rigging Duties Allowance**

- (a) If an Apprentice is a qualified basic, intermediate or advanced rigger, and is required to perform rigging duties, they shall be paid an all-purpose allowance of:

Basic:	\$10 per week
Intermediate:	\$20 per week
Advanced:	\$30 per week

## **3. Specific Arrangements: Petrochemical Industry**

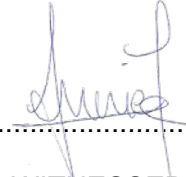
- 3.1 Apprentices will be paid in accordance with clause 15.1

# SIGNATORIES

FOR AND ON BEHALF OF THE ETU, ETU MEMBERS  
AND THE EMPLOYEES OF THE COMPANY



.....  
SIGNED



.....  
WITNESSED

**Troy Gray**

**State Secretary**

**Level 1, 200 Arden Street**

**North Melbourne VIC 3051**

.....  
**ANNIE THATCHER**

PRINT NAME

DATE ..... 06/08 ..... **2021**

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**SIGNATORIES FOR AND ON BEHALF OF**

**Protech Personnel (VIC) Pty Ltd**



SIGNED



WITNESSED

**Ben Fitzsimmons**

**Executive General Manager**

**Unit 8/75 Lorimer Street, South Wharf**

.....  
PRINT NAME

DATE 2/8/21 ..... 2021