



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Dynamic Electrical Constructions Pty Ltd t/a Dynelec (Australia)
(AG2019/4671)

DYNELEC (AUSTRALIA) ENTERPRISE AGREEMENT

Electrical contracting industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 2 JANUARY 2020

Application for approval of the Dynelec (Australia) Enterprise Agreement.

[1] Dynelec (Australia) has applied for approval of a single enterprise agreement known as the *Dynelec (Australia) Enterprise Agreement* (the Agreement), pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission raised concerns about the form of the application and whether: the pre-approval requirements were met, the Agreement contravenes s.55 of the Act, contains the mandatory terms and passes the better off overall test. Further information was provided in relation to these concerns.

[3] The Applicant sought to correct a typographical error in the original application by filing an amended application. In the circumstances, I am satisfied that this correction should be allowed and that it is appropriate to do so pursuant to s.586 of the Act.

[4] The Notice of Employee Representational Rights (Notice) issued at the commencement of bargaining was not strictly compliant with the requirements of s.174 because it was in a form that had been superseded at the statutory notification time and included additional content (the company letterhead). The Notice was otherwise compliant in all respects. In the circumstances and having regard to the decision in *Huntsman Chemical Company Australia Pty Limited t/a RMAX Rigid Cellular Plastics and Others*¹, I am satisfied that:

- a) these constitute minor procedural or technical errors for the purposes of s.188(2)(a); and
- b) the employees to be covered by the Agreement were not likely to have been disadvantaged by the errors.

¹ [2019] FWCFB 318.

[5] Accordingly, I am satisfied that the Agreement has been genuinely agreed within the meaning of s.188(2) of the Act.

[6] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The employee bargaining representatives supported the Undertakings. I am satisfied that the Undertakings will not cause financial detriment to any employee covered by the Agreement and that the Undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[7] The flexibility term prescribed by the *Fair Work Regulations 2009* (Cth) (the Regulations) is taken to be a term of the Agreement, pursuant to s.202(4) of the Act.

[8] The consultation term prescribed by the Regulations is taken to be a term of the Agreement, pursuant to s.205(2) of the Act.

[9] On the basis of the material contained in the amended application, further information provided on request of the Commission and the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[10] The Agreement is approved and, notwithstanding clause 6 and in accordance with s.54 of the Act, will operate from 9 January 2020. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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<AE506657 PR715666>

Annexure A



A Jones & Rickard Group Company

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IN THE FAIR WORK COMMISSION

FWC Matter No.: AG 2019/4671

Applicant: Dynamic Electrical Constructions Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Rodney Abell, Chief Executive Officer for Dynamic Electrical Construction Pty Ltd trading as Dynelec (Australia) ("Dynelec") give the following undertakings with respect to the *Dynelec (Australia) Enterprise Agreement* ("the Agreement"):

1. I have the authority given to me by Dynelec to provide these undertakings in relation to the application before the Fair Work Commission.
2. In relation to clause 17.3 of the Agreement after "...on the first day of their absence" add "*or as soon as practicable thereafter if it is impracticable for the employee to notify the company by 10.00 am on the first day of their absence.*"
3. In relation to clause 18.2(b) of the Agreement add "*grandchild*" after "*grandparent*".

Signature

20/12/2019

Date

Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the end of the agreement.

ENTERPRISE BARGAINING AGREEMENT

For

2019 – 2022

(1/7/2019 – 30/6/2022)

Report No:

EBA007

Version:

001

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

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1 TITLE OF AGREEMENT

- 1.1 This Agreement shall be known as the Dynelec (Australia) Enterprise Agreement.

2 OBJECTIVES OF AGREEMENT

- 2.1 The purpose of this Agreement is to develop and implement workplace reform strategies enabling continuous process aimed directly at improving the competitiveness of the Company in the marketplace. This process will deliver projects on time and within budget ensuring job satisfaction and security for Employees.
- 2.2 The parties to this Agreement are committed to the following shared objectives:
- a) To ensure customer satisfaction in the provision of service;
 - b) Improving job security and working environment;
 - c) Increasing the productivity, efficiency and flexibility of the Company and its workforce;
 - d) Creating a co-operative, safe and harmonious environment within the Enterprise;
 - e) Establishing and developing better and more effective communication and consultation between the Company and Employees;
 - f) Developing better work practices and methods that substantially reduce and eventually eliminate lost time and materials wastage;
 - g) To foster a commitment to the Company's Quality Management System, Workshop Accreditation Program and Work Health, Safety & Rehabilitation Program;
 - h) Establishing performance indicators so as to measure our performance and identify ways of achieving real and lasting improvement in productivity, efficiency and flexibility;
 - i) To implement a training programme consistent with the provision of the Parent Award and this Agreement for all Employees.

3 DEFINITIONS

- 3.1 For the purpose of this Agreement;
- a) The Act means the Fair Work Act 2009 (as amended).
 - b) Agreement means this Collective Agreement.
 - c) The Award means the 'Electrical, Electronic and Communications Contracting Award 2010'.
 - d) Company means Dynamic Electrical Constructions Pty Limited trading as Dynelec (Australia).
 - e) Consultative Committee means a committee of elected Employees and Management representatives.
 - f) Employee means an employee of the Company performing work within the scope of this Agreement.
 - g) FWA means Fair Work Australia.
 - h) NES means National Employment Standards.
 - i) Ordinary Hours of Work is defined in accordance with Clause 9 of the agreement.
 - j) Union means Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, Postal and Allied Services Union of Australia (CEPU).

4 PARTIES BOUND

- 4.1 This Agreement shall be binding upon:
- a) Dynamic Electrical Constructions Pty Ltd t/a Dynelec (Australia).
 - b) All Employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in the Award.

5 APPLICATION OF AGREEMENT

- 5.1 This Agreement applies to the Company in respect of all Employees who are engaged pursuant to the Award while working from the Company's Unanderra branch.
- 5.2 Where there is any inconsistency between this Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency. Where a situation/condition is not mentioned in this Agreement the Award provision is to prevail.
- 5.3 Other than the Site Allowance, all other disability allowances set out in the award will be abolished and deemed as offset by the pay increases included in this agreement.

6 DATE AND PERIOD OF OPERATION

- 6.1 This Agreement shall come into operation from the 1 July 2019 and remain in force until 30 June 2022.

7 CONDITIONS OF AGREEMENT

- 7.1 Under this Agreement, to become entitled to payment of the wage prescribed herein an Employee must;
 - a) be available, ready and willing to perform such work, including shift work, as the Company shall reasonably require on the days and during the hours necessary for the Employer to best meet the Company's Contractual obligations; and
 - b) Comply with any request of the Company to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration; and
 - c) Recognise the right of the Company to have an appropriate number and mix of classification and skill during any hours of work; and
 - d) Agreed that seniority or last on-first off systems shall not apply with regards to termination of employment, rather the attitude, efforts, skill and abilities of Employees and the operational needs and requirements of the Company shall be the determining factor; and
 - e) Properly use and maintain all appropriate protective clothing and equipment provided by the Company for specified circumstances; and
 - f) Use any technology and perform any duties which are within the limits of the Employee's skill, competence and training; and
 - g) Adhere to agreed start and finish times for all work periods; and
 - h) Maintain commitment to, and comply with the Company's directions (consistent with the objectives of this agreement) with respect to safety, quality, site cleanliness and waste management; and
 - i) Be committed to the objectives in Clause 2 of this agreement.

8 WORK HOURS AND BREAKS

- 8.1 The parties agree that the current working arrangements for hours of work provisions (including the daily maximum ordinary hours and the taking of meal breaks and rest periods) may be altered during the life of this Agreement following consultation and agreement by the consultative committee to meet project and / or shift work or operational requirements.
- 8.2 The criteria that will be used in assessing the desirability of proposed changes to hours of work will include the impact on efficiency, operational and project requirements, productivity, quality and quality of life.

9 ORDINARY HOURS

- 9.1 Ordinary hours for the purpose of this Agreement shall be 38 hours per week worked from Monday to Friday and shall be between 6:00am and 6:00pm. Where agreed by the Company and the majority of Employees involved, different methods of implementation of the hours of work, including extending the eight (8) ordinary hours maximum, may be applied to various groups or sections of Employees.
- 9.2 Clean up time shall occur after the scheduled finished time.
- 9.3 By mutual agreement, an employee can work up to 12 hours in any one day that can count as part of the weekly ordinary hours and paid as such to suit the work situation and workload.

10 TRAVEL TIME

10.1 All travel to/from work sites away from the Company's Unanderra workshop shall be paid as follows;

10.2 Travel Time will only be applied when the travelling is done during the excess hours (ie. beyond normal hours). It will only apply whilst travelling. For the purpose of otherwise working beyond normal hours when travelling has also occurred, the trigger of overtime will occur as soon as excess hours begins.

Example – On a weekday after a full shift on site an employee travels for 1 hour from site to the workshop then begins work in the workshop. The *trigger* of overtime is when the employee completes the normal shift even though the hour of travel is normal time. Then the workshop time is overtime that had a starting point at that *trigger* point. This means the first hour in the workshop would be 1.5T then the second hour would be 2T.

Within 20km of Unanderra Workshop:	No travel time applicable, all time in excess of 8 hours paid as overtime.	
Greater Than 20km from Unanderra Workshop Including travel to Distant Places	Monday-Friday:	Normal Time
	Maximum Travel Time:	2 Hours, All travel time in excess of 2 hours paid as overtime
	Saturday, Sunday & Public Holidays:	Applicable Overtime Rate Payable from the date of approval of this EBA
Maximum Travel Distance on Distant Work:	Where the work site is greater than 120km by road from the Unanderra workshop, prior to commencement of the job, discussion will take place between the Company and employees involved as to whether Living Away From Home provisions should be instigated, i.e. provide overnight accommodation, meals etc. This clause is designed to instigate when Living Away provisions may apply, particularly from a WHS perspective.	

11 LIVING AWAY FROM HOME

11.1 A living away from home allowance of \$85.00 per night away shall be paid under one of the following conditions:-

- a) Where meals are NOT being provided for by the Company's customer, the full \$85.00 per night away shall be paid to the employee and the employee will be responsible to provide their own meals.
- b) Where meals are being provided by the Company or our customer, \$25.00 per night away shall be paid to the employee.
 - i. Meals provided directly by the Company will be capped at \$60.00 per night away.

11.2 The allowance is payable after the first night and every subsequent night away.

11.3 The Company (or our customer) shall provide as a minimum 3 Star rated, or as mutually agreed where not accessible within a reasonable distance, accommodation with adequate furnishing, good bedding, good floor coverings, good lighting & heating as follow:-

- a) In a single room when able, or
- b) Twin share room with individual beds

12 OVERTIME

- 12.1 Employees will comply with requests of the Company to work reasonable overtime in excess of the ordinary hours at any time during the seven (7) days of the week at the appropriate remuneration.
 - 12.2 The practice of one in, all in, shall not apply.
 - 12.3 The Company shall be the sole authority in the selection of Employees for overtime requirements.
 - 12.4 Employees required to work for only two hours after the nominated finish time shall be paid at the rate of time and one-half and no meal allowance shall be paid.
 - 12.5 For all work done outside ordinary hours, the rates of pay will be time and a half for the first two hours and double time thereafter.
- Double time will be paid for work done on Sundays, and double time and a half will be paid for work on any of the public holidays prescribed in the award.

13 ROSTERED DAY OFF (RDO'S)

- 13.1 RDO's will be scheduled over a 4-week work cycle. The Company and Employees agree to reasonably flexibility with regard to the taking of RDO's.
- 13.2 The taking of RDO's may be altered in order to improve productivity by exercising a more flexible arrangement in respect of the spreading of employees taking an RDO being distributed during the 4-week work cycle. This will enable certain projects to work more productively.
- 13.3 Normally, working hours shall be worked in a 4-week cycle, Monday to Friday inclusive. 40 hours is worked for the first 3 weeks with 2 hours accruing each week and 32 hours in worked in the 4th week with 6 accrued hours paid as an RDO. An RDO shall be taken as provided below:
 - a) It is agreed a Company RDO roster system will apply. The RDO roster will be based on Friday / Monday of one weekend every 4 weeks. The Company shall reach agreement with employees as to the day to be taken as a RDO when such an entitlement is due.
 - b) On occasion and by prior agreement with their Supervisor or Manager, an employee may change the scheduled RDO for another mutually agreed day that is before the next scheduled RDO.
 - c) On occasion and by prior agreement, the Company may request that an employee change their RDO to another mutually agreed day that is before the next scheduled RDO.
 - d) A new employee will become eligible for a RDO on the next rostered RDO and the week after achieving a 6-hour accrual.
 - e) A maximum of 38 RDO hours may be accrued by an employee under the following conditions:
 - i. Provided that the employee does not have 4 weeks or more annual leave accrued.
 - ii. Accrued hours are not to be used as a substitute for annual leave. i.e taken as a week off.
 - iii. The purpose for accruing hours is to allow an employee to take time off for unforeseen personal needs arising.
 - iv. The company is entitled to insist on accrued hours being taken in times of limited work.
 - v. An employee with the maximum accrued hours must take all ongoing RDO's as per schedule.
 - vi. It is not compulsory to accrue RDO hours.
- 13.4 Records of each employee's RDO will be kept by the Company and made available to the employee on request.

14 PUBLIC HOLIDAYS

- 14.1 A full time employee is entitled to payment for those public holidays gazetted by the Government where work is being performed in that State or Territory.
- 14.2 Part time employees shall only be entitled to payment for those public holidays they are normally rostered to work.
- 14.3 Casual employees shall have no entitlement to payment for public holidays they do not work.

15 START AND FINISH TIMES

- 15.1 In an effort to increase productivity all Employees agree to be dressed, equipped and ready to commence work at the nominated start time. Down tools, wash up and completion of time sheets shall occur after the nominated finishing time.
- 15.2 In an effort to increase productivity on construction sites the Company and Employees agree to genuinely consider and where possible implement methods of reducing time lost in moving between the site sheds and the workplace areas at start time, morning tea, lunch and finish time.
- 15.3 Employees shall be at the nearest gang box or site shed dressed, equipped and ready to commence work at the start time. Down tools and wash up time shall occur after the nominated finishing time.
- 15.4 Working time increments shall be in 15-minute blocks for the purpose overtime and starting/finishing time. Employees late in starting or early finishing shall have time deducted accordingly to the next whole time increment. Eg. 10 minutes work back – 15 minute overtime, 20 minutes work back – 30 minutes overtime, 10 minutes late starting – 15 minute deduction, 20 minutes late starting – 30 minute deduction, etc.

16 ANNUAL LEAVE

- 16.1 An Employee(s) entitlement to annual leave shall be in accordance with the NES. Casual employees shall have no entitlement to annual leave.
- 16.2 Employees will be entitled to 4 weeks paid annual leave per annum.
- 16.3 Annual leave shall be paid at the Base Rate of Pay applicable under the Agreement, plus an annual leave loading of 17.5%. For the avoidance of any doubt, the entitlement to annual leave loading is provided to compensate employees for a lost opportunity to work overtime.
- 16.4 Annual leave will accrue and be credited each month to each Employee on a pro-rata basis of Ordinary Hours worked or paid.
- 16.5 Annual leave shall be taken at a time which is approved by the Company as being convenient having regard to overall operational and labour resource requirements of the Company. An Employee is required to provide at least four weeks' notice of a request to take annual leave; however, final approval shall lie with the Company.
- 16.6 On termination, the value of any accrued but untaken annual leave shall be paid to an Employee.
- 16.7 Where an Employee receives 4 weeks' notice, the Company may direct an Employee to take any accrued annual leave during the Company's annual close down, e.g. the Christmas/ New Year period.
- 16.8 Annual leave may be cashed out by agreement between the Company and Employee, subject to the following conditions:
 - a) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the Employee;
 - b) An Employee must not cash out so much annual leave so as to leave the Employee with less than 4 weeks of accumulated annual leave;
 - c) The Company must agree to the Employee cashing out their annual leave.

17 SICK LEAVE

- 17.1 An employee is entitled to use their paid personal carer's leave entitlement as paid sick leave in accordance with the NES.
- 17.2 An employee is not entitled to be paid sick leave whilst they are in receipt of workers' compensation payments.
- 17.3 Payment for sick leave is conditional upon an employee:
 - a) Notifying the office by 10.00am on the first day of their absence. The nature of their illness and the estimated duration of the absence.
 - b) Providing to the Company a medical certificate (or Statutory Declaration where a medical certificate is not available) for any absence due to illness where the absence;
 - i. Occurs during the first six months of employment; or
 - ii. is of two or more consecutive days duration; or
 - iii. occurs after the first two single sick days in a 12 month period; or
 - iv. occurs on a public holiday or on either shift immediately before or after the public holiday; or
 - v. as specifically requested by the Company.

- 17.4 In the event that an employee is absent from work other than on approved sick leave and does not produce a Medical Certificate as required pursuant to this clause, an employee will be deemed to have been absent from work without authorization and will not be paid for any shift (or part shift) missed.

18 CARER'S LEAVE

- 18.1 The entitlement to carer's leave is subject to the person being either a member of the Employee's household or member of the Employee's immediate family.
- 18.2 Immediate Family is defined as follows:
- Spouse (including a former spouse, a de facto spouse and a former de facto spouse)* of the Employee. A de facto spouse is a person who lives or lived with the Employee as his or her husband or wife on a bona fide domestic basis; and
 - Child or an adult (including an adopted child, a step child or an ex-nuptial child), parent, grandparent or sibling of the Employee or spouse of the Employee.
- 18.3 An employee is entitled to use their paid personal/carer's leave accruals as carer's leave to provide care and support for to a member of their immediate family or household who requires special care and support because of:
- a personal illness or injury of the member; or
 - an unexpected emergency affecting the member.
- 18.4 An employee is entitled to a further two days unpaid carers leave on each occasion where care is required beyond the maximum paid carer's leave. To qualify for unpaid carer's leave the employee must have already used all of their paid carer's leave entitlements in accordance with Section 103 of the Act. (refer Appendix A)
- 18.5 To qualify for paid carer's leave, the employee must provide:
- for leave to care due to personal illness or injury of the person concerned, a medical certificate or statutory declaration (if a medical certificate is not available) stating that there is an illness or injury and the requirement for care or support; or
 - for an unexpected emergency, a statutory declaration stating the nature of the emergency and the requirement for care or support.

19 COMPASSIONATE LEAVE

- 19.1 An employee(s) entitlement to paid compassionate leave under this Agreement shall be in accordance with the NES.
- 19.2 An employee is entitled to compassionate leave for the purposes of spending time with a person who:
- is a member of the employee's immediate family or a member of the employee's household; and
 - has a personal illness, or injury, that poses a serious threat to his or her life; or
 - after the death of a member of the employee's immediate family or a member of the employee's household.
- 19.3 An employee is entitled to a period of 2 days of compassionate leave for each occasion that a member of the employee's immediate family or a member of the employee's household:
- contracts or develops a personal illness that poses a serious threat to his or her life; or
 - sustains a personal injury that poses a serious threat to his or her life; or
 - dies.
- 19.4 In order to qualify for payment for compassionate leave, the employee must provide the Company evidence that the Company reasonably requires of the illness, injury or death.

20 PARENTAL LEAVE

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

21 STANDBY BY/AVAILABILITY FOR DUTY

- 21.1 It is agreed that where the Company provides suitable mobile communication to an employee no additional payment and/or conditions for Stand By / Availability for Duty will apply. In all other cases, payment / conditions shall be as laid down in the Award.

22 SITE ALLOWANCES

- 22.1 Site allowances will be paid in addition to the rates payable under this Agreement only where such site allowances are: -
- a) Contractually required to be paid at the time of tender submission
- 22.2 Productivity allowances are absorbed into the site allowance except where contract conditions require otherwise.

23 PICNIC DAY

- 23.1 The picnic day will be taken on a mutually agreed day, usually added on the Christmas holiday break. An employee will not have to provide a Picnic Day ticket for payment on that day. Employees required to work on the designated picnic will take another day in lieu, at a mutually agreeable time. Payment for work on the Picnic Day will be at normal time.

24 REST PERIOD AFTER OVERTIME

- 24.1 Rest Period after overtime shall be as per the Award, i.e. 10-hour break.
- 24.2 Where an employee works six (6) hours overtime immediately following the daily ordinary hours, then by mutual agreement with the Company, such overtime hours shall count as part of the weekly ordinary hours, but they shall be paid at the appropriate overtime rate of pay.
- 24.3 Where an employee works overtime, the employee may by mutual agreement with the Company, forego payment for the overtime and be released for an equivalent period of ordinary hours with pay i.e. on an hour for hour basis.

25 SUPERANNUATION

- 25.1 In accordance with Superannuation Guarantee Legislation, the Company will pay superannuation contributions in respect of an employee's ordinary time earnings into either the NESS (default Company Nominated Fund) superannuation fund or that as nominated by the employee.
- 25.2 Should an employee fail to nominate a fund, the Company nominated fund will be used as the default fund under this agreement.
- 25.3 All superannuation contributions will be paid monthly.

26 REDUNDANCY

- 26.1 Redundancy will be in according to the provisions of the NES; with the exception that this shall not apply notwithstanding that employment is terminated by the Company due to the customary turnover of labour.

27 ELECTRONIC FUNDS TRANSFER AND OVERPAYMENT OF WAGES

- 27.1 All employees will be paid by Electronic Funds Transfer.
- 27.2 An employee(s) agree to reimburse the Company for any overpayment of wages made to the Employee in error by the Company.
- 27.3 Upon written notification of an overpayment to the employee(s), an employee(s) authorises the Company to deduct from any wages or any other entitlements payable, or owing to the employee(s) on termination, any overpayments made in error to the employee by the Company. Any such agreed repayments may be subject to periodical deductions upon the agreement of both parties at a predetermined reasonable rate.
- 27.4 Any dispute in relation to this clause shall be dealt with in accordance with Clause 38 of this agreement.

28 MOTOR VEHICLES

- 28.1 It is a condition of employment by the Company that all employees hold and/or maintain a current Australian driver's licence. Where an employee is required as part of their duties to hold such a licence, the Company, at its discretion, may terminate the employment of an employee who does not hold, loses or fails to maintain a current Australian drivers licence.
- 28.2 Employees must inform the Company in the event the status of their licence changes, i.e. cancelled or suspended.
- 28.3 All employees shall operate and maintain motor vehicles in accordance with the Company motor vehicle policy.

29 TOP UP ACCIDENT COVER

- 29.1 Top up insurance will be provided by the Company on projects where contractually obliged at the time of tender's submission.

30 MOBILE PHONES AND PERSONAL PHONE CALLS

- 30.1 Subject to other express individual authorisation by the Company, personal mobile telephones are to be switched off during normal working time and are to only be used during breaks.
- 30.2 Personal calls are not to be received or made on Company mobile telephones during working time unless prior express individual written authorisation from the Company is first obtained. The use of Company Mobile Phones must be in accordance with the Company Mobile Phone Policy.
- 30.3 Employees agree to reimburse the Company for any personal calls made by the Employee(s) on Company mobile telephone(s). An Employee(s) authorises the Company to deduct from any wages or entitlements payable or owing to the Employee(s) any costs Incurred by the Employee on Company mobile telephone(s) as a result of the Employee(s) making personal calls.

31 MP3 PLAYERS, I-PODS AND OTHER ELECTRONIC DEVICES

- 31.1 The use of any such equipment on site and during working hours is strictly prohibited. This is due to the inherent risks of impairing and employees ability to hear any audible alarms, warnings and/or instructions from other workers. They may be used during meal breaks, however the Company does not take any responsibility with regards to ensuring the safe keeping of these items on site.

32 NEW EMPLOYEES

- 32.1 All new Employees (other than casuals) will be engaged on the basis of a three (3) month's probationary period. The Company reserves the right to terminate a probationary Employee at any time during this three (3) month period subject to a week's notice or payment in lieu thereof.
- 32.2 Notwithstanding the above, the Company reserves the right to engage an Employee for a specified task or specified period basis.

33 INCLEMENT WEATHER

- 33.1 The Company and the Employees will collectively work toward the minimisation of lost time due to inclement weather. Common sense and safety will be the guiding principles.
- 33.2 Further to this, the Company and the Employees undertake to adopt the following principles with regards to inclement weather:
- 33.3 Necessary work or making good / safe will continue until the work can no longer be carried out in a safe manner.
- 33.4 If it is required, the Company will provide appropriate clothing whilst work continues in an inclement weather situation. Such clothing will remain the property of the Company.
- 33.5 Walking to and from unaffected areas on a project site will be carried out using the appropriate clothing supplied by the Company.
- 33.6 If, in the opinion of the Company, useful work is available in another area or site, the Employees shall accept transfer to that area or site.
- 33.7 Where the Company believes initiatives described in the above are not practical or would be non-productive, the non-productive time can be used for activities such as skill development, training or the planning and re-programming of the project.

34 DISTANT WORK (TRANSFER OF DEPOT)

- 34.1 Where an Employee is specifically requested to transfer to distant site they shall be entitled to living away allowances or the Company shall be responsible for all accommodation, meal, travel and reasonable expenses.
- 34.2 Where an Employee volunteers to be transferred to a distant site they shall not be entitled to living away allowance or travel expenses.
- 34.3 The arrangements regarding distant sites shall be formalised in writing and witnessed by another Employee.
- 34.4 The selection of Employees for away work shall be solely at the discretion of the Company

35 TIME SHEETS / RECORDS

- 35.1 Where required each Employee shall be responsible for the accurate and timely completion of time sheets, productivity records, QA and safety documentation. Time sheets shall be completed each afternoon prior to leaving work and failure to do so may result in delay of payment for that day.

36 NOT TO BE USED AS A PRECEDENT

- 36.1 This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other State, Territory, division, plant or enterprise.

37 NO EXTRA CLAIMS

- 37.1 The parties shall not pursue any extra claims, either award or over-award for the life of this Agreement. Where any disagreement arises, the Company and the Employees shall follow the Dispute Settlement Procedure contained in this Award.

38 DISPUTE SETTLEMENT PROCEDURE

- 38.1 The Company and the Employees agree that one of the fundamental objectives of this Agreement is to eliminate lost time in the event of a dispute. Further, we agree that it is in the best interests of both Company and the Employees to achieve prompt resolution of disputes.
- 38.2 The most effective procedure to achieve this is for the responsibility for resolution to as remain close to the source as is possible. It is with this uppermost in mind that the Company and the Employees agree to strictly adhere to the dispute settlement procedure as follows:
 - a) The Employee(s) or accredited Employees representative wishing to raise any matter affecting the Employee(s) shall:
 - i. Initially raise the matter with the Employee(s) immediate supervisor / foreperson. If within one (1) full working day agreement is not reached at this level, the Employee(s) or representative shall then:

- ii. Raise the matter with the Company manager or representative. If within a further two (2) full working days agreement is not reached at the level, the Employee(s) or representative shall then:
 - iii. Be provided with telephone facilities to speak to an official of the Union and request representation at a further conference to be held at a date and time mutually acceptable.
 - b) Should negotiation as prescribed in (a) fail, the matter (where appropriate) shall be referred to the National Electrical Contractors Association and the State Secretary of the Union with five (5) working days, at which level a conference of the Company and the Employee(s) shall be convened without delay.
 - c) In the absence of agreement, either party may refer the matter to the Fair Work Commission for resolution.
 - d) Whilst the above procedure is being carried out, work shall continue normally.
 - e) The Company and the Employees shall strictly observe all recommendations, orders and / or directions of the Fair Work Commission.
- 38.3 Notwithstanding clause 38 of this Agreement, the dispute settlement procedure in clause 38.2 will apply to any disputes that arise in relation to the National Employment Standards as per s.186(6)(a)(ii) of the Fair Work Act 2009.

39 INDUSTRIAL IMPACT ON CLIENT

- 39.1 To protect the credibility of the Company and the job security of Employees, the parties agree that disputes will be managed in accordance with the disputes settlement procedure and that work will continue without interruptions during the process.
- 39.2 However, further to the above process, on any Bluescope or Bluescope related site, if a stoppage of work is to be applied the Union will then give notification, in writing where possible, of the stoppage. If the stoppage will cause interruption and / or delay to the BHP operations then the stoppage shall not occur within five (5) days of the notification.

40 IMPACT OF CLIENT INDUSTRIAL DISPUTES

- 40.1 When Company Employees are working within the boundaries of a Client's operations and the Employee's enter upon an industrial stoppage, Company Employee's will continue to work where:
- a) The work is in the terms and specifications of a specific fixed price contract, whether described by the Client as "Capital", "Maintenance" or "Services"
 - b) The work can be continued without carrying out any work of the other Employee's on strike.
- 40.2 In instances where work physically cannot continue because of the Employee's stoppage, there will be no restriction on work carrying on in the Company workshop (whether on site or not) or carrying out work at another contract location. If these options are unavailable the Company reserves the right to stand down as in accordance with the Award.

41 WORKPLACE HEALTH AND SAFETY

- 41.1 The Company is committed to provide a safe and healthy working environment in which our Employees can work. The emphasis of this commitment is on the identification of potential unsafe practices and the prevention of accidents and injury.
- 41.2 Managers and supervisors have the responsibility at all times to ensure that safe working procedures are in place and observed and to assist in the rehabilitation of injured Employees.
- 41.3 Employees have the responsibility at all times to observe safe working procedures and to work in such a way that controls the risk of injury to themselves and other Employees with whom they work.
- 41.4 Any dispute arising out of Workplace Health and Safety issues will be dealt with in accordance with Clause 38, or where relevant, State Legislation, Regulations or Codes of Practice and will involve vacating only those areas where safety is at risk. It is agreed that no industrial action, interruption to or dislocation of work shall occur before a conciliatory approach being conducted to discuss and resolve any WHS issue at a workplace level.
- 41.5 The Company agrees to pay for Hepatitis injections for any employee that chooses to do so.

42 QUALITY ASSURANCE

- 42.1 The Company and the Employees endorse the underlying principles of the Company's Quality Management System which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the customer. This requires the Parties to establish and maintain, implement, train and to continuously improve its procedures and processes, and the employees to follow the procedures, document the compliance and participate in the improvement process.

43 TRAINING AND SKILLS DEVELOPMENT

- 43.1 The Company and the Employees recognise that training and skills development is an integral part of the future growth of both the Employees and the Company. Accordingly, the Company and the Employees are committed:
- a) to developing a more highly skilled and flexible workforce;
 - b) to providing Employees with the appropriate career opportunities, all in accordance with the current and future skill needs of the Company.
- 43.2 Enterprise specific competency standards will be adopted. Minimum level for electrical tradesperson is with a Qualified Supervisors Certificate and able to demonstrate basic competencies as shown in Appendix A.

44 COUNSELLING AND DISCIPLINARY POLICY AND PROCEDURES

- 44.1 Attached, as Appendix E to the Agreement is the Company's Counselling and Disciplinary Policy and Procedures. Its objective is to describe the procedures and mechanisms involved in the fair treatment of individual Employees with respect to discipline.
- 44.2 The Company and the Employees agree to abide by this document.

45 PERFORMANCE MEASURES

- 45.1 The Company and the Employees recognise that in order to achieve its objectives, there is a requirement to develop productivity and efficient indicators to measure, monitor and to identify ways of continually improving performance and competitive market position.
- 45.2 The performance indicators and targets are to be developed by the Consultative Committee and should include at least the following:
- a) Reductions in absenteeism, labour turnover, lost time, limitations and bans.
 - b) Waste:- Amount of rework, volume, number of defects, consumable usage / wastage rates, waiting time, damage or loss to tools and equipment
 - c) Quality:- Number of non-conformances, customer satisfaction.
 - d) Work Health and Safety:- Medical treatment injury frequency rates, lost time injury frequency rates, incidents, rehabilitation process, safety initiatives implemented.
 - e) Productivity
- 45.3 Production bonus/reward system
- a) The Company will investigate this and some form of programmed implementation developed which initially would not include any form or reward or bonus. The first trial will be launched by 31 December 2019.

46 CONSULTATIVE COMMITTEE

- 46.1 The Company and the Employees agree that a precondition for the effective operation of this Award may be the establishment of a Consultative Committee within the Company. The purpose of the consultative committee shall be to examine issues relating to WHS and the productivity and efficiency of the Company.
- 46.2 The Consultative Committee shall consist of equal numbers of Company representatives and Employee elected representatives.

47 SMOKING

- 47.1 Smoking is not allowed in any site offices, mess/change sheds or sanitary facilities; or any other amenities where appropriate signage is displayed.
- 47.2 Smoking is not allowed within the confines or the premises of clients/customers or in any Company vehicles.
- 47.3 Smoking is permitted during meal and crib breaks only. The commencement of overtime following the end of a normal time is not considered a crib break.
- 47.4 Employees will abide by the Company Smoking Policy at all times.

48 PROTECTIVE CLOTHING

- 48.1 The issue of personal protective clothing and footwear shall be in accordance with the Company Clothing Issue Scheme (Appendix C)

49 TOOL KIT

- 49.1 All Employees shall provide their own tools as per the agreed list (refer Appendix D) with specific emphasis on labour saving tools and all agree that the tools shall be in sound condition and at work at all times when required.
- 49.2 The Company shall, on behalf on an Employee, replace Employee's tools lost by theft whilst working, provided these tools were securely stored in a locked Company vehicle, locked private vehicle that is situated at the worksite or in any locked storage facility situated on the Employer's premises, job site or workshop.
- 49.3 Employee's tools lost by theft whilst actually being used for work (i.e. when not securely stored as described above) are however, the sole responsibility of the Employee and will not be replaced. Tools requiring replacement due to normal wear and tear are the responsibility of the employee.
- 49.4 Any claim for such loss of tools by theft must be submitted in writing to management for appraisal.
- 49.5 Each Employee shall provide the Employer with a validated agreed list of tools.
- 49.6 The validation process for the tools as prescribed by Appendix D shall be validated by visual inspection. And the timing of such validation shall be:
 - a) New Employees on engagement
 - b) Existing Employees within three (3) months from certification of this agreement
- 49.7 The validation may be requested on an annual basis
- 49.8 All agreed tools used in the normal course of work, which are in excess of the prescribed list in Appendix D, shall be validated and included in the individual Employees tool list.
- 49.9 The Employer shall validate such tools upon request.
- 49.10 All tools shall be of an acceptable agreed standard.

50 WAGE INCREASES

- 50.1 In recognition of the productivity measures herein and subject to the continued commitment to and implementation thereof, the schedule attached (Appendix B) describes the increases that shall be available to all employees covered by the Agreement.
- 50.2 These wage increases will be in lieu of any increase granted by the Industrial Relations Commission during the term of this agreement.
- 50.3 All electrical tradespersons employed by the Company will;
 - a) Possess a current Qualified Supervisors Certificate, and
 - b) Achieve and demonstrate an agreed level of competency to the Company's skills requirements.
 - c) Existing unlicensed electrical tradespersons will be encouraged to achieve Qualified Supervisors Certificate within a timeframe established by the Consultative Committee.
- 50.4 The Company and employees, through the Consultative Committee, will establish skills requirements and associated competencies that will allow the employees to benefit financially by being able to provide a more comprehensive and professional range of services to the Company's Customers.

51 LEADING HAND

- 51.1 Leading Hand Allowance shall be paid as Appendix B

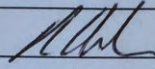

52 SIGNATORIES

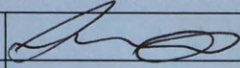
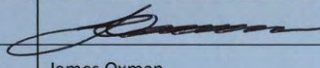


A Jones & Rickard Group Company



52 SIGNATORIES

For and on behalf of Dynelec (Australia)			
Signed:		Date:	29-11-2019
Name of Signatory:	Rod Abell	Position of Signatory:	Chief Executive Officer
Address of Signatory:	253-255 Princes Highway, Unanderra, NSW, 2626		
Witnessed By:		Date:	29-11-2019
Name of Signatory:	Jaco Esterhuysen	Position of Signatory:	Operations Manager
Address of Signatory:	253-255 Princes Highway, Unanderra, NSW, 2626		

For and on behalf of Dynelec (Australia) Employees by Elected Employee Representatives			
Signed By:		Date:	28/11/19
Name of Signatory:	Simon Harding	Position of Signatory:	Electrical Tradesperson
Address of Signatory:	253-255 Princes Highway, Unanderra, NSW, 2626		
Signed By:		Date:	28-11-2019
Name of Signatory:	James Oxman	Position of Signatory:	Electrical Tradesperson
Address of Signatory:	253-255 Princes Highway, Unanderra, NSW, 2626		

APPENDIX A

BASE COMPETENCIES FOR ELECTRICAL TRADESPERSONS

DYNELEC ELECTRICAL WORKSHOP/PANELS TRADESPERSONS

An electrician within the Workshop/Panels Divisions should possess skills to:

- Interpret and follow Workplace Health & Safety Requirements of AS4801 and company procedures.
- Job Safety Analysis/Risk Assessment.
- Interpret and put into practical use the requirements of the latest version of AS/NZS3800 & AS/NZS3000.
- Interpret Company's Quality Assurance and Workshop Certification Requirements.
- Interpret and put into practice the Customers Specification.
- Interpret electrical diagrams, cable schedules and certification drawings.
- Plan material requirements in advance for their portion of the job.
- Effectively work with storeman to ensure good stock control practise.
- Plan the work sequence for their portion of the Job with respect to work order and activity duration.
- Perform elementary computations, for example, add, subtract, divide, multiply and percentage.
- Effective communications verbally to supervisors and other trade contractor representatives.
- Effectively communicate in writing using standard test and report forms.
- Measure using tapes, rulers, multimeters, verniers, micrometers and the like.
- Effectively and safely use hand tools, cable-stripping tools, hand power tools, welding machine.
- Correctly operate voltmeter, ammeter, ohmmeter, continuity tester, insulation tester, earth loop tester, RCD/ELCB tester, surge comparison unit, test bay, load test unit.
- Terminate cables by crimping, clamping and soldering.
- Design layouts, assemble and wire control panels.
- Design, manufacture & install simple brackets for equipment mounting.
- Install wiring systems in accordance with Ex certification.
- Dismantle, assess, repair and assemble components and rotating electrical machines in accordance with best practice, manufacturer specifications and/or Ex certification.

Manufacture, Commission and test electrical equipment, such as:

- Transportable equipment/appliances
- Sensors
- Switchboards and motor control centres
- Control Panels
- Switchgear
- Programmable Logic Controllers
- Rotating Electrical Machinery

Maintain and Fault Find, electrical equipment such as:

- Electrical rotating machinery
- Transportable equipment/appliances
- Protective Devices
- Electrical accessories
- Switchboards and motor control centres
- Control Panels
- Switchgear
- PLC Controlled Equipment

DYNELEC ELECTRICAL CONTRACTING/SHIPPING TRADESPERSONS

An electrician within the Contracting/Shipping Divisions should possess skills to:

- Interpret and follow Workplace Health & Safety Requirements of AS/NZS4801 and company procedures.
- Job Safety Analysis/Risk Assessment
- Interpret and put into practical use the requirements of the latest version of AS/NZS3000
- Interpret Company's Quality Assurance Requirements.
- Interpret and put into practice the Customers Installation Specification
- Interpret site plans, wiring diagrams, termination diagrams, schematic diagrams and cable schedules.
- Plan material requirements in advance for their portion of the job.
- Plan the work sequence for their portion of the Job with respect to work order and activity duration.
- Perform elementary computations, for example, add, subtract, divide, multiply and percentage.
- Effective communications verbally to customers, supervisors and other trade contractor representatives.
- Effectively communicate in writing using standard forms.
- Measure using tapes, rulers, multimeters and the like.
- Effectively and Safely use hand tools, cable stripping tools, hand power tools, welding machine.
- Correctly operate voltmeter, ammeter, ohmmeter, continuity tester, insulation tester, earth loop tester, and RCD/ELCB tester.
- Install PVC Conduit, steel conduit and steel cable tray, and install wiring in accordance with requirements.
- Terminate cables by crimping, clamping and soldering.
- Assemble and wire control panels.
- Design simple brackets for equipment mounting.

Install and terminate the following wiring systems.

- | | | | |
|---|-----------------|---|--------------------|
| - | TPS Cable | - | Armoured Cable |
| - | Catenary cables | - | Underground cables |
| - | MIM's cables | - | Screened cables |

Install commission and test electrical equipment, such as:

- | | | | |
|---|----------------------------------|---|----------------------------------|
| - | Fixed wired equipment/appliances | - | Sensors |
| - | Electrical Accessories | - | Luminaries |
| - | Switchboards | - | Control Panels |
| - | Switchgear | - | Programmable Logic Controllers |
| - | Rotating Electrical Machinery | - | Electromagnets & Control Systems |

Decommission electrical equipment and wiring systems.

Respond to breakdowns, diagnose and repair faults on electrical equipment.

Maintain electrical equipment such as:

- | | | | |
|---|-------------------------------|---|----------------------------------|
| - | Electrical rotating machinery | - | Fixed wired equipment/appliances |
| - | Protective Devices | - | Electrical accessories |
| - | Luminaries | - | Switchboards |
| - | Control Panels | - | Switchgear |
| - | PLC Controlled Equipment | - | Electromagnets & Control Systems |

APPENDIX B

Base Rates & Wages Structure

	1/07/ 2019	1/07/ 2020	1/07/ 2021
TA – Electrical Worker Grade 1	\$25.06	\$25.82	\$26.59
TA – Electrical Worker Grade 2	\$25.92	\$26.69	\$27.49
TA – Electrical Worker Grade 3	\$26.78	\$27.58	\$28.41
TA – Electrical Worker Grade 4	\$27.66	\$28.49	\$29.34
GRADE 5 Unlicensed	\$37.93	\$39.07	\$40.25
GRADE 5 Unlicensed UTE Competency	\$38.83	\$40.00	\$41.20
GRADE 5 Licensed	\$39.25	\$40.43	\$41.64
GRADE 5 Qual Super UTE Competency	\$40.15	\$41.36	\$42.60
Fares Allowance (Per Day)	\$15.50	\$15.50	\$15.50
Travel Allowance (Per Day)	\$20.50	\$20.50	\$20.50
Site Allowance (Per Hour)	\$1.40	\$1.44	\$1.49
Leading Hand Allowance (Per Hour)	\$1.26	\$1.29	\$1.33

NOTE:

- Wage increases are payable from the first full pay period on or after 1st July 2019.
 - Increase will be back paid to the above date.
- Fares Allowance: Employees provided with or transported by Company vehicle not entitled to fares allowance.
- Site Allowance: Paid when working away from the Unanderra workshop.
- Increase will be back paid to the above date. Forklift License Allowance: \$6.30 per week (Not for all purposes of the award and only when requested by Company).
- Average District Bonus shall be applicable to all underground work and where contractually obliged at time of tender.
- Casual employment conditions (except rates) will be as per Award. Rate will be as per above table plus 20%.

APPENDIX C

Company Clothing Issue Scheme & Prescription Safety Glasses

1. GUIDELINES

- Clothing will be issued in May and November each year. Full-time employees become entitled to the scheme three months after starting with the Company at the next issue date. Contract or casual employees do not qualify for the scheme.
- Clothing will only be issued upon receipt of a completed "Clothing Issue Order Form".
- Under no circumstance will an employee be reimbursed for clothing that they may have purchased outside the scheme.
- Employees are expected to maintain their 'safety clothing' in a reasonably clean and tidy condition and in good repair.
- The scheme will operate under a points system with each employee given six (6) points per year. Points do not accumulate from year to year. Items may be ordered in any combination of the items listed.

- Clothing List:

Long Sleeve Blue/Yellow Hi-Vis Cotton Drill Shirt	1 point
Long Blue Cotton Drill Pants	1 point
Long Blue/Yellow Hi-Vis Cotton Drill Overalls	2 points

Jackets are limited to one per year, options as follows:

Two Tone, Hi Vis, Taped, Bomber Wool Zippered Jacket #3859	2 points
OR	
Two Tone, Hi Vis, Taped, Cotton Drill Jacket #BK671OT	2 points
OR	
Two Tone, Hi Vis, Taped, Fleecy Sweat Shirt #83924	2 points
OR	
Two Tone, Hi Vis, Taped, Wind Cheater #83925	2 points

- Safety Boots shall be subsidised up to the value of \$80 p.a. which can be accrued up to a maximum of 3 years. Where boots become unsafe or non-compliant, they are to be replaced immediately (subsidised as accrued at that date).
- Safety boots may be purchased and paid for by an employee and reimbursed by the Company upon presentation of proof of purchase that must be a Tax Invoice. Alternatively, employees may utilise Company accounts and present the delivery docket to the main office staff.
- Shirts, pants and overalls, issued in the clothing issue year, will be replaced on a fair wear and tear basis as determined by the employee's Supervisor
- Prescription Safety Glasses (for employees that require prescription glasses) shall be subsidised up to the value of \$150.00 in the first instance and \$50 per year accrued for replacement glasses when needed. This scheme will reset each 5 years, whereby the \$150 subsidy is again available at Year 6. (ie. total subsidy = \$150 + 4x\$50 = \$350 over a 5 year period, then starts again). Receipt to be provided when claiming subsidy.

APPENDIX D

Trades Person Agreed Minimum Tool List

Allen Keys	Set of Imperial and Metric
Hammer	500gm or 750gm ball pane hammer
Hacksaws	Junior & Regular
Knife	Stanley Retractable Type
Pliers	200mm combination pliers, insulated 150mm long nose pliers, insulated
Punches	Light centre punch Heavy centre punch
Rules	150mm steel rule 300mm steel rule
Side cutters	Insulated type
Screw drivers	Set including Flat blade, Phillips head & Terminal types
Spanners	150mm adjustable (shifting) spanner 200mm adjustable (shifting) spanner 300mm adjustable (shifting) spanner Set spanners $\frac{3}{16}$ ", $\frac{1}{4}$ ", $\frac{5}{16}$ ", $\frac{3}{8}$ ", $\frac{1}{2}$ ", $\frac{5}{8}$ " and $\frac{3}{4}$ ", Combination open end & ring. Set spanners 6mm to 19mm, Combination open end & ring.
Tape measure	3 metre flexible steel
Tap Wrench's	Small & Large
Dividers	150mm
Multigrips	250mm
Scissors	200mm
Wire strippers	Adjustable type
Crimp Lug Tool	Suitable for pre-insulated lugs
Sockets	$\frac{3}{16}$ " to $\frac{1}{2}$ " ($\frac{1}{2}$ " Drive) 8mm to 19mm ($\frac{1}{2}$ " Drive)
Tin snips	250mm
Torch	As selected
Toolbox	Suitable for above tools
AS/NZS3000	Wiring Rules - current version

Tool Allowance should be utilised to maintain and add to this tool list.

APPENDIX E

Counselling and Disciplinary Policy

1. OBJECTIVE

The objective of this Counselling and Disciplinary Policy is to describe the procedures and mechanism involved in the fair treatment of individuals with respect to discipline.

The policy and procedures established are not specifically for the dealing out of punishment but rather to encourage improvement or changes in work habits, work performance and general behaviour at work.

The aim is for management to handle matters of discipline, including termination of employment, in a fair, equitable and consistent manner.

The establishment of a detailed policy and procedures document is to ensure all Employees of Company are familiar with the expectations of management and fellow workers.

2. DISCIPLINARY PROCEDURE

2.1. Objective

The objective of this procedure is to encourage an improvement in Employees whose performance, behaviour or attendance has fallen below a general acceptable standard.

2.2. Procedure

The disciplinary procedure can be summarised as below:

Stage One	-	Counselling
Stage Two	-	Written Warning
Stage Three	-	Termination of Employment

2.3. Stage One – Counselling

The purpose of the counselling stage is to advise the Employee personally of the conduct that is of concern and to establish if there are any reason for the behaviour and whether the Company can assist the Employee to avoid further instances of unacceptable behaviour.

This counselling session will be recorded in the Employee's personal file by way of a record of interview. The Employee will be afforded the right to acknowledge the record of interview.

The counselling session will be carried out by the Employee's one-up Supervisor or higher management.

The Employee will be given every opportunity to defend himself / herself against the complaint with the assistance of another person or union official if requested by the Employee.

The Company will give due consideration to the matters raised by the Employee.

The counselling session will aim to reach a mutual agreement between Employer and Employee on the action required to rectify the problem. A time or duration will be set to review the Employee's conduct in light of the agreed action plan.

2.4. Stage Two – Written Warning

Should the conduct of an Employee not improve following an earlier counselling session, he / she will be personally advised that a second disciplinary interview is required. At the same time, the Employee will be personally advised of the reason(s) for the disciplinary interview.

This counselling session will be recorded in the Employee's personal file by way of a record of interview. The Employee will be afforded the right to acknowledge the record of interview.

The Employee's Projects Manager or higher management will carry out the interview.

The Employee will be given every opportunity to defend himself / herself against the complaint with the assistance of another person or union official if requested by the Employee.

The Company will give due consideration to the matters raised by the Employee which may require further investigation and the interview may need to be reconvened at a later time following this investigation.

Should the issue of a warning to the Employee be necessary, the interview session will aim to reach a mutual agreement between Employer and Employee on the action required to rectify the problem. A time or duration will be set to review the Employee's conduct in light of the agreed action plan.

The Employee will also be advised that continuation of such conduct will lead to termination of employment.

Within 24 hours of the disciplinary interview a final written warning based on the record of interview will be issued to the Employee and a copy placed in the Employee's personal file.

2.5. Stage Three – Termination of Employment

Should the conduct of an Employee not improve following issue of a written final warning, he / she will be personally advised that a termination of employment interview is required. At this same time, the Employee will be personally advised of the reason(s) for the disciplinary interview.

This termination of employment interview will be recorded in the Employee's personal file by way of record of interview. The Employee will be afforded the right to acknowledge the record of interview.

The Employee's Contract's Management or higher management will carry out the interview.

The Employee will be given every opportunity to defend himself / herself against the complaint with the assistance of another person or union official if requested by the Employee.

The Company will give due consideration to the matters raised by the Employee which may require further investigation and the interview may need to be reconvened at a later time following this investigation.

The Employer may, following careful consideration of all the factors, the defence raised by the Employee and further investigation of matters raised by the Employee, terminate the Employee's employment. The Employee will be advised in writing that his / her employment is terminated, from what date and by what method.

The Employer will decide whether the Employee will work out the required period of notice or be paid in lieu thereof. The minimum period of notice will be one (1) week.

In the event of an Employee being required to work out the required period of notice he / she will be granted leave of absence without pay for one day in order to look for alternative employment.

If requested by the Employee, the Employer will provide;

- a A termination of Employment statement, and/ or
- b A Certificate of Employment

3. SUMMARY DISMISSAL

The Management may exercise their right to summarily dismiss an Employee for:

- Dishonesty, including theft
- Wilful misuse of Company property, materials or equipment
- Fighting
- Refusal of duty
- Serious neglect of duty
- Malingering
- Wilful negligence of safety procedure
- Gross insubordination or abuse
- Drunkenness
- Illegal drug use (unprescribed drugs)
- Extreme inefficiency or incompetence
- Serious and wilful disobedience
- Serious misconduct

The Employee will be personally advised that a disciplinary interview is required. At this same time, the Employee will be personally advised of the reason(s) for the disciplinary interview.

The Employee's Project's Management or higher management will carry out the interview.

The Employee will be given every opportunity to defend himself / herself against the complaint with the assistance of another person or union official if requested by the Employee.

The Company will give due consideration to the matters raised by the Employee which may require further investigation and the interview may need to be reconvened at a later time following this investigation.

The Employer may, following careful consideration of all the factors, the defence raised by the Employee and further investigation of matters raised by the Employee, terminate the Employee's employment. The Employee will be advised in writing that his / her employment is terminated, from what date and by what method.

Wages will only be paid to the time of dismissal.

If required by the Employee, the Employer will provide:

- a) A Termination of Employment Statement, and / or
- b) A Certificate of Employment

4. TIME LIMIT ON LIFE AT COUNSELLING AND / OR WARNINGS

No time limit on the life of previous counselling or warnings will apply. However, the flow of time will be a factor taken into consideration should it be necessary to take previous counselling and / or warning into consideration.

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG 2019/4671

Applicant: Dynamic Electrical Constructions Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Rodney Abell, Chief Executive Officer for Dynamic Electrical Construction Pty Ltd trading as Dynelec (Australia) ("Dynelec") give the following undertakings with respect to the *Dynelec (Australia) Enterprise Agreement* ("the Agreement"):

1. I have the authority given to me by Dynelec to provide these undertakings in relation to the application before the Fair Work Commission.
2. In relation to clause 17.3 of the Agreement after "...on the first day of their absence" add "*or as soon as practicable thereafter if it is impracticable for the employee to notify the company by 10.00 am on the first day of their absence.*"
3. In relation to clause 18.2(b) of the Agreement add "*grandchild*" after "*grandparent*".



Signature

20/12/2019

Date

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).