



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mirait Technologies Australia Pty Ltd
(AG2022/252)

MIRAIT TECHNOLOGIES AUSTRALIA (MTA) ENTERPRISE AGREEMENT 2022

Telecommunications services

DEPUTY PRESIDENT GOSTENCNIK

MELBOURNE, 3 MARCH 2022

Application for approval of the MIRAIT Technologies Australia (MTA) Enterprise Agreement 2022

[1] Mirait Technologies Australia Pty Ltd (Employer) has applied under s.185 of the *Fair Work Act 2009* (the Act) for approval of an enterprise agreement known as the *MIRAIT Technologies Australia (MTA) Enterprise Agreement 2022* (the Agreement). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings meet the concerns I had that the Agreement did not meet some of the requirements in ss 186 and 187 of the Act. I am also satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, 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.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 March 2022. The nominal expiry date of the Agreement is 10 March 2026.



DEPUTY PRESIDENT

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Annexure A

26 February 2022

IN THE FAIR WORK COMMISSION

Matter No.: AG 2022/252

Applicant: Mirait Technologies Australia Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Melissa Olsen, Human Resources Director, have the authority given to me by Mirait Technologies Australia to give the following undertakings with respect to the *Mirait Technologies Australia (MTA) Enterprise Agreement 2022* ("the Agreement"):

1. Carer's leave:

Further to Clause 20.2(B), an employee is permitted to take paid personal/carer's leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

2. Redundancy:

In relation to Clause 15.1(C), the terms stated are subject to an application to the Commission in accordance with s.120 of the Act.

3. Casual Loading:

Casuals will receive casual loading for overtime, Sunday and public holidays on a compounding basis in accordance with the Award.

4. Casual minimum engagement:

Casuals will be engaged for a minimum of two (2) hours per engagement.

5. Saturday, Weekend Penalties (Casuals):

As stated above (undertaking number three), Casuals will receive casual loading for overtime, Sunday and public holidays on a compounding basis in accordance with the Award.

6. Part-time Safeguards:

Part-time employees will be informed upon their engagement of the ordinary hours of work, including starting and finishing times.

Mirait Technologies Australia
9/6 Reliance Drive, Tuggerah NSW 2259

7. Part-time Overtime:

Part-time employees will receive overtime rates for all work in excess of their agreed hours and will only be required to work in such a way in urgent/unforeseen circumstances

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Melissa Olsen', is positioned above the printed name.

Melissa Olsen
Human Resources Director



MIRAIT

MIRAIT Technologies Australia

MIRAIT Technologies Australia (MTA)

Enterprise Agreement 2022

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Version One

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1. Title

This enterprise agreement shall be known as the MIRAIT Technologies Australia (MTA) Enterprise Agreement 2022.

2. Coverage

This Agreement covers:

- (a) MTA; and
- (b) All Employees engaged in the Telecommunications Division of MTA who are covered by the classifications outlined in Schedule 1 of this Agreement.

3. Commencement and Nominal Expiry Date

- (a) This Agreement comes into operation seven (7) days after it is approved by the FWC.
- (b) The nominal expiry date of the Agreement is four years after the day on which the FWC approves the Agreement.
- (c) Notwithstanding the provisions of clause 3(b), upon the nominal expiry date of the Agreement, the Agreement shall continue to operate until it is terminated or replaced by a new enterprise agreement.

4. Definitions and Interpretation

4.1 Definitions

Agreement means the MIRAIT Technologies Australia (MTA) Enterprise Agreement 2022.

MTA means MIRAIT Technologies Australia Pty Ltd (herein also referred to as the Employer or the Company) ABN 16 089 894 502.

Employee/s means an Employee of MTA who is covered by this Agreement.

PM means the Project Manager in charge of any project or piece of work.

Shift Worker is an Employee who is regularly engaged to work outside the normal spread of ordinary hours of work for a period of no less than 5 consecutive shifts (eg: afternoon or night shift)

Afternoon Shift is a shift which finishes after 6pm and before midnight.

Night Shift is a shift which finishes after midnight and before 8am.

FW Act means the *Fair Work Act 2009* (Cth).

NES means the National Employment Standards as contained in the FW Act.

FWC means the Fair Work Commission.

Ordinary hourly rate means the Employees base rate of pay for the appropriate classification

Inclement Weather means the existence of abnormal climatic conditions (whether very

heavy rain, hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for Employees to continue working in those conditions.

Site/Project Employees means Employees who are engaged on sites or projects as necessary by MTA.

4.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) singular/plural words denoting the singular include the plural and vice versa;
- (b) the word "includes" in any form is not a word of limitation;
- (c) reference to any legislation is a reference to any legislation or to any legislative provision, includes any legislative modification or re-enactment of it or any legislative provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued pursuant to it.

5. Objectives of this Agreement

- (a) The objectives of this Agreement are to:
 - (i) develop a "one team" high performing workplace culture that is defined by the MTA values;
 - (ii) improved client delivery, service and satisfaction and effective work processes;
 - (iii) ensure work arrangements are flexible to achieve competitiveness in the market place;
 - (iv) foster direct relationships with MTA and its Employees which are based on company values;
 - (v) active commitment to safety and health in the workplace consistent with MTA's safety management system accreditation AS4801;
 - (vi) embracing change and commitment to continuous improvement;
 - (vii) creating opportunities for Employees to develop by the acquisition of new skills;
 - (viii) effective communication throughout MTA;
 - (ix) greater participation of Employees in achieving shared objectives.

Achieving these objectives will enable MTA to attract and retain the right people and assist in the establishment of a competitive advantage that will help secure the Company's future.

6. Operation of Awards and Agreements

- (a) Except where specifically provided, the terms of this Agreement shall operate to the exclusion of any industrial agreement, all State and Federal awards, and all other industrial agreements which would otherwise operate to regulate wages rates and conditions of employment covered by this Agreement.
- (b) This Agreement constitutes the entire agreement and subject to any express provision in this Agreement shall remain unchanged for the duration of this Agreement, unless varied in accordance with the provisions of the FW Act.

7. No Extra Claims

This Agreement is intended to deal comprehensively with all matters pertaining to the employment relationship between the Employees and MTA. The Employees agree that there are no extra claims that they currently have or may have against MTA and that this Agreement embodies all the existing terms and conditions of their employment.

8. Individual Flexibility and Site/Project Arrangements

8.1 Individual flexibility

- (a) MTA and an Employee may agree to make an Individual Flexibility Agreement (IFA) to vary the effect of terms of this Agreement provided the terms of the IFA and the circumstances in which it was made, comply with the requirements of the FW Act; and
 - (i) the IFA deals with one or more of the following matters:
 - * arrangements about when work is performed;
 - * overtime rates;
 - * penalty rates;
 - * allowances
 - (ii) the arrangement meets the genuine needs of MTA and the Employee in relation to one or more of the matters mentioned in sub-paragraph (a)(i); and
 - (iii) the arrangement is genuinely agreed to by MTA and the Employee.
 - (iv) the employee has the opportunity to seek professional advice from an appropriate advisor or a representative of their choice in relation to the terms of the arrangement.
- (b) MTA must ensure that the terms of the IFA:
 - (i) are about permitted matters under section 172 of the FW Act;
 - (ii) are not unlawful terms under section 194 of the FW Act; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) MTA must ensure that the IFA:
 - (i) is in writing;
 - (ii) includes the name of MTA and the Employee;
 - (iii) is signed by MTA and the Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and

- (iv) includes details of:
 - * the terms of the Agreement that will be varied by the arrangement;
 - * how the arrangement will vary the effect of the terms;
 - * 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
 - * states the day on which the arrangement commences.
- (d) MTA must give the Employee a copy of the IFA within fourteen (14) days after it is agreed to.
- (e) MTA or the Employee may terminate the IFA:
 - (i) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - (ii) if MTA and the Employee agree in writing - at any time.

8.2 Site/project arrangements

- (a) Site/Project Employees will be provided with a letter of offer on commencement of their assignment or employment. This letter will set out the terms and conditions for the duration of the assignment and/or employment, which may vary the terms of this Agreement. This will only be permissible should the Site/Project Employee be better off overall on the project or site terms and conditions.
 - (i) The Employee will be provided with a minimum of 14 days' notice in relation to any proposed site / project assignments;
 - (ii) The employee has the opportunity to seek professional advice from an advisor or a representative of their choice in relation to the terms of any site / project assignment.
- (b) On the conclusion of the assignment/project, these site or project terms and conditions will cease to apply to the Site/Project Employee.

9. Consultation

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

Major change

- (b) For a major change referred to in paragraph (a)(i):
 - (i) MTA must notify the relevant Employees of the decision to introduce the major change; and
 - (ii) Sub clauses (c) to (h) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
 - (i) a relevant Employee(s) appoints a representative for the purposes of consultation; and
 - (ii) the Employee(s) advise MTA of the identity of the representative;

MTA must recognise the representative

- (e) As soon as practicable after making its decision, MTA must:
 - (i) discuss with the relevant Employees:
 - a. the introduction of the change; and
 - b. the effect the change is likely to have on the Employees; and
 - c. measures MTA is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (ii) for the purposes of the discussion-provide, in writing, to the relevant Employees:
 - a. all relevant information about the change including the nature of the change proposed; and
 - b. information about the expected effects of the change on the Employees; and
 - c. any other matters likely to affect the Employees.
- (f) However, MTA is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) MTA must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) In this term, a major change is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of Employees; or
 - a. major change to the composition, operation or size of MTA's workforce or to the skills required of Employees; or
 - b. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - c. the alteration of hours of work; or
 - d. the need to retrain Employees; or
 - e. the need to relocate Employees to another work place; or
 - f. the restructuring of jobs.

Change to regular roster or ordinary hours of work.

- (i) For a change referred to in paragraph (a)(ii):
 - (i) MTA must notify the relevant Employees of the proposed change; and
 - (ii) Sub clauses (k) to (o) apply.
- (j) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (k) If:
 - (i) A relevant Employee(s) appoint a representative for the purposes of consultation;
 - (i) the Employee(s) advise MTA of the identity of the representative;

MTA must recognise the representative.

- (l) As soon as practicable after proposing to introduce the change, MTA must:
 - (i) discuss with the relevant Employees the introduction of the change;

- (ii) for the purposes of the discussion-provide to the relevant Employees
 - a. all relevant information about the change, including the nature of the change; and
 - b. information about what MTA reasonably believes will be the effects of the change on the Employees; and
 - c. information about any other matters that MTA reasonably believes are likely to affect the Employees.
- (iii) 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).
- (m) However, MTA is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (n) MTA must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (o) In this term: **relevant Employees** means the Employees who may be affected by a change referred to in sub clause (a).

10. Dispute Settlement Procedure

- (a) If a dispute relates to:
 - (i) a matter arising under the Agreement; or
 - (ii) the National Employment Standards
 this term sets out procedures to settle the dispute.
- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between Employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- (e) FWC may deal with the dispute in the following two stages:
 - (i) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) If FWC is unable to resolve the dispute at the first stage, FWC may then:
 - a. arbitrate the dispute; and
 - b. make a determination that is binding on MTA and the Employee(s).
- (f) While the parties are trying to resolve the dispute using the procedures in this term, the Employee(s) must:
 - (i) continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) comply with a direction given by MTA to perform other available work at the same workplace, or at another workplace, unless:
 - a. the work is not safe;
 - b. applicable occupational health and safety legislation would not permit the work to be performed;
 - c. the work is not appropriate for the Employee to perform; or

- d. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

11. Terms and Conditions of Employment

11.1 Employment Status

Employees covered by this Agreement shall be engaged on a full-time, part-time, fixed term or casual basis.

(a) Full-time Employees

Full-time Employees are Employees who work an average of thirty-eight (38) hours per week on a permanent ongoing basis.

(b) Part-time Employees

- (i) Part-time Employees are those Employees who work on average fewer than thirty-eight (38) hours per week on a permanent ongoing basis; and
- (ii) Part-time Employees accrue paid leave benefits on a pro-rata basis.

(c) Fixed-term Employees

- (i) Fixed-term Employees are Employees who are engaged for a specified period or for a specified task.
- (ii) Fixed-term Employees are not entitled to redundancy pay, clause 15 or notice of termination pursuant to clause 14.1 on the completion of the specified period or specified task.

(d) Casual Employees

- (i) MTA may employ individuals on a casual basis. Where MTA engages Employees on a casual basis, MTA will ensure that those Employees are paid a loading of 25% on the applicable ordinary rate as prescribed in clause 16.2.
- (ii) Casual Employees are Employees who are engaged on an hourly basis.
- (iii) Casual Employees are not entitled to any paid leave entitlements such as annual leave, personal leave and public holidays.
- (iv) All Employees employed on a casual basis are required to provide one (1) days' notice of their intention to terminate their employment with MTA.

11.2 Probationary period

An Employee (other than a casual) will upon commencement be engaged for a probationary period of six (6) months. During this time either party may bring the employment relationship to an end by providing one (1) weeks' notice in writing or the employer may elect to pay out this notice period or any part thereof in lieu at the company's discretion.

11.3 Duties within skill, competency and training

- (a) MTA may direct Employees to carry out such duties as are within the limits of their skill, competence and training, consistent with the classification structure of this Agreement.
- (b) MTA may direct an Employee to carry out such duties and use the equipment as may be required provided that the Employee has been properly trained in the use of the equipment.

11.4 Personal protective equipment

- (a) MTA shall ensure that all Employees are supplied with suitable protective equipment and clothing to safely meet the requirements of their role. This excludes work boots as referred to in 11.4 (c);
- (b) It is the Employees responsibility to ensure their protective equipment is appropriately maintained. Should any equipment be lost, stolen, broken, damaged or require replacement the Employee must immediately report it to their supervisor. Replacement will be made on a fair wear and tear basis;
- (c) New Employees will be asked to supply their own safety footwear that complies with applicable Australian Standards and Site/Project requirements, if they don't have any safety footwear then MTA will supply them at the Employees expense.

12. Hours of Work, Meal Breaks and other entitlements

12.1 Hours of work

- (a) The ordinary hours of work for a permanent, full time employee shall be an average of thirty-eight (38) hours per week averaged over a four (4) week period;
- (b) The span of hours will be between 6am and 6pm, Monday to Friday, in accordance with the roster. MTA has the right to alter start and finishing times within the spread of ordinary hours to meet operational requirement;
- (c) Rosters will be set according to the applicable site or project operating requirements.

12.2 Overtime

Employees will be required to work reasonable additional hours from time to time in order to meet the needs of the business. Any such additional hours must have prior approval from the appropriate Project Manager.

- (i) For all work done in excess of ordinary hours detailed in Clause 12.1 (a) Employees will be paid at the rate of time and a half (1.5 times) the Employees ordinary hourly rate for the first three (3) hours and double time (2 times) the Employees ordinary hourly rate thereafter;
- (ii) In calculating overtime, each day of work will stand alone.
- (iii) If an Employee is part-time, they will be paid at ordinary rates until they have worked ordinary hours equivalent to a full-time Employee. After that, any additional hours worked will be paid at the above rates. Additional hours worked and paid at ordinary rates will count towards accrual of annual leave and personal leave.
- (iv) Any approved work performed on a public holiday will be paid at a rate of double time and a half.

12.3 Meal Allowance

- (a) If an employee is required to work overtime for two or more hours without being notified of the requirement for such overtime on the previous day or earlier, they will be paid a meal allowance.
- (b) Effective from the operational commencement of this agreement, the meal allowance will be \$17.82 and will increase each year in accordance with CPI. CPI data will be obtained from the ABS and will be calculated based on the sum total of the four quarterly CPI rates preceding payment. CPI will be capped at a maximum of 2.5%. Alternatively, an agreement between the Employer and the Employee, a suitable meal will be provided at the Employers expense.

- (c) Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate a second or subsequent meal, the employer must provide a second and/or subsequent meals or make payment instead as prescribed in clause 12.3 (b).

12.4 Shift Work or Work Outside the Ordinary Span of Hours

- (d) Client or project demands may require work to be performed at short notice which constitutes overtime or falls outside the normal span of hours, or may require employees to work shift work in accordance with the definitions in this Agreement;
- (e) In the case of overtime, the Company will endeavor to give Employees at least 24 hours' notice of such requirements to alter the hours of work, or less by agreement or in exceptional circumstances;
 - (i) Any such arrangements which require overtime or altered hours of work outside the normal span of hours, but which do not constitute shift work as defined in this Agreement, will be paid at overtime rates as detailed in Clause 12.2 of this Agreement for all such hours worked.
- (f) In the case of shift work, the Company will endeavor to give Employees at least seven (7) days' notice of such requirements to alter the hours of work, or less by agreement or in exceptional circumstances;
 - (i) Where Employees are required to work afternoon shift for five (5) or more consecutive shifts, they will be paid the appropriate shift allowance of 15% of the Employees ordinary hourly rate. An afternoon shift is defined as a shift which finishes after 6pm and before midnight;
 - (ii) Where Employees are required to work night shift for five (5) or more consecutive shifts, they will be paid the appropriate shift allowance of 15% of the Employees ordinary hourly rate. A night shift is defined as a shift which finishes after midnight and before 8am;
 - (iii) Where Employees are required to work night shift for more than four (4) consecutive weeks, they will be paid the appropriate shift allowance of 30% of the Employees ordinary hourly rate.

12.5 Saturdays, Sundays and Public Holidays

- (a) When required to work overtime on a Saturday, Sunday or Public Holiday, employees will be afforded a minimum of four (4) hours pay at the appropriate penalty rate as detailed below;
- (b) All hours worked on a Saturday will be paid as follows;
 - (i) the first three (3) hours worked will be paid at time and a half (1.5 times) the Employees ordinary hourly rate;
 - (ii) all hours after the first three (3) hours will be paid at double time (2 times) the Employees ordinary hourly rate
- (c) All hours worked on a Sunday will be paid at double time (2 times) the Employees ordinary hourly rate;
- (d) All hours worked on a public holiday as defined in Clause 23 of the Agreement, will be paid at double and a half (2.5 times) the Employees ordinary hourly rate.

12.6 Recall to Work

- (a) When an Employee is either called back to work after having left work on their ordinary workday, or called out to work on a day they would not ordinarily be required to work, the following recall to work conditions apply:
 - (i) Employees will be paid for a minimum of four (4) hours work at the appropriate penalty rates

as detailed in this clause;

- (ii) If an Employee is called back to work between 6pm and 12am Monday to Friday, after having left the depot or worksite at the completion of their ordinary work hours, this will be paid at time and a half (1.5 times) the Employees ordinary hourly rate for the first three (3) hours and double (2 times) the Employees ordinary hourly rate thereafter;
 - (iii) When called out to work between 6am and midnight on a Saturday the Employee will be paid at time and a half (1.5 times) the Employees ordinary hourly rate for the first three (3) hours and double (2 times) the Employees ordinary hourly rate thereafter;
 - (iv) When called out to work between midnight and 6am Monday to Saturday the Employee will be paid at double (2 times) the Employees ordinary hourly rate for all hours;
 - (v) When called out to work between midnight Saturday and 6am Monday the Employee will be paid at double (2 times) the Employees ordinary hourly rate for all hours;
 - (vi) When called out to work on a Public Holiday the Employee will be paid at double time and a half (2.5 times) the Employees ordinary hourly rate for all hours.
-

13. Respite and Breaks

13.1 Meal breaks

- (a) An Employee shall not be required to work for more than five (5) hours continuously without an unpaid break of no less than thirty (30) minutes duration. It is the responsibility of each Employee to ensure they take their designated meal break;
- (b) The time of taking a scheduled meal break by one or more Employees may be altered by MTA if it is necessary to meet operational requirements;
- (c) MTA may stagger the time of taking a meal break to meet operational requirements.

13.2 Rest breaks

- (a) Employees shall be entitled to a paid rest break of ten (10) minutes duration in the first half of the day;
- (b) Such rest breaks shall be taken at times that will not interfere with operational requirements;
- (c) MTA may stagger the time of taking a rest breaks to meet operational requirements.

13.3 Breaks Between Work on Successive Days or Shifts

- (a) When either shift work or overtime is required, it will be arranged so that Employees have at least ten (10) consecutive hours off duty between work on successive days;
- (b) The ten (10) hour break commences at the completion of the shift, whether on-site or at the depot;
- (c) If, on the instructions of the Project Manager an Employee resumes or continues work without having had ten (10) consecutive hours off work, the Employee must be paid at double time until released from work for such period. The employee is then entitled to be absent until they have had 10 consecutive hours off work without loss of pay for ordinary working time occurring during the absence.

14. Termination of employment

14.1 Termination by Employer

- (a) MTA may terminate the employment of a full-time, fixed term or part-time Employee by providing notice in writing of the date of termination. Notice must be in accordance with the following:

PERIOD OF EMPLOYMENT	NOTICE
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) An Employee who is over forty-five (45) years of age and has more than two (2) years continuous service at the time of giving notice is entitled to an additional one (1) weeks' notice.

14.2 Payment in lieu of notice

- (a) MTA reserves the right to provide an Employee payment in lieu of notice rather than working through the notice period. Alternatively, the Employer may require the Employee to work through any part of their notice period, with the remainder to be paid out in lieu.
- (b) Payment in lieu of notice shall be paid on the basis of the total of all amounts the Employee would have been paid had the Employee continued to work until the end of the required notice period. All payments in lieu of notice will be paid out as part of the Employees final payment on the next scheduled payroll payment date.

14.3 Resignation by Employee

An Employee may resign from their employment by providing notice in writing of the final date of service. The notice of termination required to be given by an Employee is the same as that required of an Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. Where the notice of termination given by an Employee is greater than is required to give in accordance with clause 14.1 of this Agreement, and MTA has elected to pay out any part of this notice in lieu, MTA will pay out only the minimum notice period required to be given by an Employee under this Agreement.

14.4 Forfeiture of pay for inadequate notice

If an Employee fails to give the required notice or leaves prior to fulfilling their notice period then they will be entitled to payment for all hours worked only.

14.5 Dismissal for serious misconduct

- (a) MTA retains the right to summarily dismiss an Employee immediately and without notice for serious misconduct. In such a case the Employee shall only be entitled to his or her pay and entitlements for all hours worked up to the time of their dismissal.
- (b) "Serious misconduct" includes but is not limited to:
 - (i) theft or fraud in the course of employment;
 - (ii) serious breach of the company's policies and procedures;
 - (iii) refusing to carry out lawful and reasonable instructions;
 - (iv) conduct that has the potential to pose serious harm to the Employees contractors, clients and members of the public;
 - (v) willful or deliberate behavior that is inconsistent with MTA's company values;
 - (vi) repeated breaches of, or blatant disregard for, the terms and conditions set out in this Agreement; and/or
 - (vii) repeated breaches of, or blatant disregard for, any of MTA's policies or procedures.

14.6 Care, maintenance and return of MTA property

- (a) Employees are required to take all reasonable care to protect tools and equipment and any other property of MTA that they use in the course of their employment.
- (b) Failure to take such care may result in disciplinary action up to and including termination of employment.
- (c) Any MTA Employee who engages in the theft of company property or equipment will be subjected to disciplinary action which may include dismissal and prosecution.
- (d) Upon termination of employment, Employees are required to return to MTA all property, including but not limited to, tools, keys, uniform and documents which belong to MTA.

15. Redundancy

15.1 Redundancy entitlement

- (a) If MTA decides to terminate the employment of a full-time or part-time Employee due to the position becoming redundant, MTA will meet with the affected Employee to discuss the following:
 - (i) the reason(s) for the redundancy;
 - (ii) the availability of suitable alternative employment within MTA's business; and
 - (iii) any reasonable and practical measures that MTA could consider to minimise any adverse effects the Employee may experience as a consequence of MTA's decision to make the position redundant.
- (b) In accordance with the FW Act, if an Employees employment is terminated due to redundancy, MTA will pay the Employee a redundancy payment in reference to the table below.

CONTINUOUS SERVICE	REDUNDANCY PAYMENT
Less than 1 year	NIL
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
10 years and over	14 weeks' pay

- (c) If the Employee unreasonably refuses to accept a reasonable alternative offer of employment then the Employee may not be entitled to any redundancy payment under this clause.
- (d) MTA is not obliged to make a redundancy payment under clause 15.1(b) if:
 - (i) the Employee is terminated as a consequence of serious misconduct justifying summary dismissal; or
 - (ii) the Employee is not engaged on a permanent basis; or
 - (iii) if immediately before the termination, or at the time when the Employee was given notice of the termination in accordance with clause 15 (whichever happened first), MTA employs fewer than fifteen (15) Employees.
- (e) Redundancy pay is calculated on the Employees ordinary weekly salary, which for permanent full-time employees is based on 38 ordinary hours.

16. Wages

16.1 Wage rates

- (a) All Employees covered by this Agreement will be paid an hourly rate of pay in accordance with their appointed classification as outlined in Schedule 1 of this Agreement.
- (b) As detailed in clause 16.2 (a) of this Agreement, the pay rates under this Agreement are significantly higher than the equivalent Award pay rates for each classification. As such:
 - (i) This higher hourly rate incorporates any allowance, loading, annual leave loading or any other penalty not otherwise detailed in this Agreement, which might be otherwise payable.

16.2 Wage review

- (a) The following table sets out the minimum wages for each job classification. These rates have been set taking into account the pay rates set out in the award, the expectations of each classification and the market.

Classification	Hourly Rate
Trainee	\$ 26.56
Civil Grade 1 (TCW1)	\$ 27.38
Civil Grade 2 (TCW2)	\$ 28.21
Civil Grade 3 (TCW3)	\$ 31.13
Jointer Grade 1 (TCJ1)	\$ 29.20
Jointer Grade 2 (TCJ2)	\$ 30.62
Jointer Grade 3 (TCJ3)	\$ 35.02
Splicer Grade 1 (TFS1)	\$ 29.20
Splicer Grade 2 (TFS2)	\$ 30.62
Splicer Grade 3 (TFS3)	\$ 35.02
Technician Grade 1 (TTO1)	\$ 28.21
Technician Grade 2 (TTO2)	\$ 30.35
Technician Grade 3 (TTO3)	\$ 35.95

- (a) The minimum wages set out in the above table will increase in July of 2022, 2023, 2024 and 2025 in accordance with CPI. CPI data will be obtained from the ABS and will be calculated based on the sum total of the four quarterly CPI rates preceding payment. CPI will be no less than 1% and up to a maximum of 2.5%.
- (b) In order for Employees to transition to a 38 hour week at the commencement of this Agreement without any financial disadvantage and also factoring in a one-off 2.5% increase, their current hourly rate will have the following formula applied to calculate their new hourly rate:
- $$\text{New Hourly Rate} = (\text{Current Hourly Rate} \times 41) \div 38 \times 2.5\%$$
- (c) In July of 2022, 2023, 2024 and 2025, Employees who are paid an hourly rate in excess of their respective EA classification rate, will be entitled to receive a minimum 1% CPI increase to their hourly rate. Increases greater than 1% are to be considered discretionary and will be based on factors such as relativity to the market, the Employees performance and MTA's financial performance.
- (d) MTA will provide a high-level summary to the Union annually on wage increases applied to Employees who have hourly rates greater than their respective classification rate. MTA will also provide the Union with a summary on the rationale underpinning those increases.
- (e) Notwithstanding the outcome of the relevant market and economic factors, salary shall not be reduced in any review unless by mutual agreement.

- (f) Increases applicable to the implementation of this Agreement will come into effect seven (7) days after the Agreement has been approved by the FWC.
- (g) Increases applicable to 2022, 2023, 2024 and 2025 will take effect as of the first pay period to commence on or after 1 July of each year of the Agreement.

16.3 Payment of wages

- (a) Employees will be paid fortnightly in arrears. Each employee is to nominate one bank account into which their wages will be paid. Any salary not directly credited by close of business on a pay day due to a Company error shall be paid to you within 24 hours by direct deposit to the Employees nominated bank, credit union or building society account;
- (b) Wages will be paid to each Employee via electronic funds transfer. It is the responsibility of each Employee to advise MTA in writing of any changes to their bank account details;
- (c) MTA will not be held responsible for any bank charges incurred as a result of an Employee not advising of any changes to their bank account details at least five (5) days prior to the next payroll.

16.4 Superannuation

- (a) Employees are entitled to superannuation contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time;
- (b) In accordance with this legislation, Employees will be able to nominate their choice of superannuation fund, or where an Employee does not wish to nominate their own choice of superannuation fund, the Employer will contribute their superannuation entitlements into an appropriate default fund.

17. Stand Down

MTA may stand down an Employee with or without pay in one of the following circumstances:

- (a) Industrial Action (other than industrial action engaged in by the Company);
- (b) Break down of machinery or equipment for which the Company cannot reasonably be held responsible;
- (c) Stoppage of work for any cause for which the Company cannot reasonably be held responsible. Examples of such scenarios may include but would not be limited to the withdrawal of a major contract by the customer or an embargo actions by the customer.

18. Inclement Weather

- (a) The applicable MTA Manager, in conjunction with a client representative (where applicable), will meet and decide whether the site conditions or any portion thereof constitute Inclement Weather. This meeting will occur within 60 minutes of being notified or made aware of such conditions.
- (b) If it is agreed that the site conditions constitute Inclement Weather, Employees may be required to perform other work which MTA considers is reasonable within their skills, competence and training. This work may be in a different location, on the same site which is not subject to the Inclement Weather, or at an alternative site or workshop.

18.1 Entitlement to payment

If alternative work is not available, Employees who are on site will be advised of the

discontinuation of work for the day and will be paid accordingly for the time not worked for the remainder of that shift.

18.2 Requirement to work in Inclement Weather

If the client, MTA Project Manager and the HSEQ Manager assess the risk as acceptable and deem that the work could continue in a safe manner, then Employees will be supplied with the necessary additional equipment or clothing required.

19. Policies and Procedures

- (a) Employees shall at all times abide by the operational policies and procedures of MTA, as amended from time to time. Although Employees are required to comply with MTA's policies, these policies do not form part of the Employees contract of employment with MTA.
- (b) A continued, or blatant, disregard of any policy or procedure will be considered serious misconduct and may result in disciplinary action, up to and including termination of employment.

20. Leave

20.1 Annual Leave

- (a) Annual Leave shall be accrued on the following basis:
 - (i) Full time Employees shall accrue annual leave at 152 hours for each year of continuous service;
 - (ii) Part-time and fixed term Employees will accrue annual leave on a pro rata basis;
 - (iii) Casual Employees are not entitled to annual leave;
- (b) Annual leave is to be taken at a mutually agreed time between MTA and the Employee and should be lodged at least four (4) weeks in advance of proposed leave period;
- (c) Should MTA close down or run on reduced staffing over the Christmas/New Year period in any year, Employees may be required to take annual leave for the duration of that period;
- (d) Employees are encouraged to take annual leave on a regular basis and MTA may instruct an Employee to take annual leave if their annual leave accrual is greater than eight (8) weeks.
- (e) During a period of annual leave, an Employee will be paid for each hour of approved leave at their ordinary hourly rate;
 - (i) As per clause 16.1 (b) (i) of this Agreement, annual leave loading is not payable as it has been accounted for in the hourly rates applicable under this Agreement, which as demonstrated in clause 16.2 (a) are significantly higher than the relevant minimum Award rates.
- (f) Employees may cash out annual leave provided that:
 - (i) Cashing out is at the discretion of MTA and there must be a separate agreement in writing between MTA, and the Employee;
 - (ii) The cashing out of the annual leave does not result in the Employees accrued entitlement to annual leave being less than four (4) weeks;
 - (iii) Employees may not cash out more than two weeks' accrued annual leave in any twelve (12) month period.
 - (iv) If an Employee cashes out any annual leave, the Employee will be paid the amount that they would have been paid had the Employee taken the annual

leave.

20.2 Personal / Carer's Leave

- (a) Employees (other than casual) shall be entitled to paid personal / carer's leave in accordance with the FW Act;
 - (i) The entitlement to paid personal / carer's leave is equivalent to 76 hours paid leave for each twelve (12) months of continuous service for full time Employees and pro rata for part time Employees.
- (b) An Employee will be granted paid personal / carer's leave up to the limit of their accrued entitlement if they are absent from work due to personal illness or injury (other than injury covered by Worker's Compensation), or if they are required to care for an ill or injured family member, subject to:
 - (i) The Employee notifying MTA as soon as possible of the commencement of personal leave;
 - (ii) Providing to MTA's satisfaction that the personal leave is or was justified;
 - (iii) Providing a medical certificate provided by a medical practitioner or registered pharmacist for periods of personal leave where an Employee has taken five (5) or more Personal / Carer's leave days in the preceding 12 months.
- (c) Personal leave is paid at the Employees ordinary hourly rate.
- (d) All Employees (including casual employees) are entitled to two (2) days unpaid carer's leave each occasion, in accordance with the National Employment Standards.

20.3 Leave without pay

MTA will consider applications for leave without pay on a case-by-case basis and all requests will be subject to site/project management approval.

20.4 Compassionate Leave

Employees are entitled to compassionate leave in accordance with the FW Act.

20.5 Long Service Leave

Employees are entitled to long service leave in accordance with applicable legislation (The Building and Construction Industry Long Service Leave Payments Act 1986 – Number 19).

20.6 Parental Leave

Employees are entitled to unpaid parental leave in accordance with the FW Act.

21. Jury Duty

- (a) If an Employee is required to attend jury service and is unable to work as a consequence, MTA will pay the Employee the difference between the payment the Employee received for performing jury service and the amount the Employee would have earned at the appropriate hourly rate for the same number of hours.
- (b) Employees will be required to provide proof of attendance and the amount the Employee is to receive in payment for performing jury service.

22. Community Service Leave

Employees are entitled to unpaid Community Service Leave in accordance with the FW Act.

23. Public Holidays

- (a) The following days are observed as public holidays: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day and any applicable State or Territory public holidays as applies to Employees engaged within the relevant State or Territory.
- (b) MTA may request that an Employee work on a particular public holiday. An Employee may refuse the request if he or she has reasonable grounds for doing so.
- (c) Employees who are required to work on a public holiday, will be paid at double and a half (2.5) times the Employees ordinary hourly rate.

24. Family and Domestic Violence Leave

- (a) MTA recognises the negative impacts that family and domestic violence can cause in the broader community and the workplace.
- (b) MTA supports efforts to reduce the impact of family and domestic violence and will provide employees experiencing the effects of family and domestic violence with up to five (5) days of unpaid family and domestic violence leave each twelve (12) month period. This leave:
 - (i) Does not accumulate from year to year if it is not used
 - (ii) Is available in full when an employee commences employment with MTA
 - (iii) Renews in full at the start of each twelve (12) month period of employment
 - (iv) Can be taken as a single continuous period or separate periods of one or more days.
- (c) These leave days can be taken to attend medical appointments, counselling, legal proceedings, relocation activity and/or any other activities related to the effects of family and domestic violence.
- (d) If an Employee is supporting an immediate family member or a member of their household experiencing the effects of family and domestic violence, they may apply for carer's leave.

25. Daily Travel Time

- (a) It is a condition of employment that all Employees unless instructed otherwise by management will start and cease their daily working hours and duties on site.
- (b) Employees will be required to travel to and from the job site in their own time each day in accordance with this clause to a maximum of 120 minutes per day. For travel time in excess of 120 minutes per day Employees will be paid at their ordinary hourly rate. This is irrespective of the type of vehicle driven.
- (c) Travel between worksites within any day or shift will be considered on duty.
- (d) Employees with Company provided vehicles will be expected to transport other Employees to work locations.
- (e) Employees who are required to be transported by a Company vehicle (driven by another Employee) will be required to organise to meet with the vehicle at a designated and agreed car park along the route to the job. The location of the meeting point should not require the Company vehicle to backtrack or be unreasonably diverted from the direct route to the job.
- (f) The provisions of this clause regarding travel time and excess travel time do not apply in the circumstances where an Employee starts and finishes at their assigned depot.

26. Travel Allowance (TA)

Where MTA requires Employees to perform duty at a location necessitating overnight accommodation, as assessed by an MTA Project Manager in line with project requirements, the Company will pay an all-inclusive daily travel allowance (TA) to cover the cost of accommodation, meals and incidentals in accordance with rates shown in Schedule 2.

Where accommodation has been arranged and paid for by the Employer, a partial daily travel allowance will be provided as assessed by an MTA Project Manager in line with project requirements, for meals and incidentals only in accordance with rates shown in Schedule 2.

Schedule 1

1.1 Classifications

- (a) The classification levels are defined below and apply to all telecommunications workers in the field. An Employee may progress through the levels subject to possessing the applicable skills for the level as determined by MTA, being required by MTA to perform work at the level and being appointed in writing by MTA to the level.
- (b) Employees may be temporarily assigned to perform higher duties at a different level, but this does not constitute appointment to that level.

Where an employee performs work temporarily at a classification higher than that under which the employee is engaged, the employee will be paid as follows:

- (i) For any full day or part thereof - a full day's pay at the rate prescribed for such higher classification.
- (ii) Over 20 hours in any one week—a full week's pay at the rate prescribed for such higher classification.

An employee must not suffer any reduction in wages during any week by reason of the employee performing work for a part of such week at a classification lower than that under which the employee was engaged or deemed to be working.

- (c) Where an Employee has been assigned in writing by the relevant Project Manager the responsibility of Leading Hand for any period of time on any project, they shall be paid an allowance of 4.3% of their ordinary hourly rate. The Leading Hand allowance shall be paid for a period of no less than one (1) day.

1.2 MTA Operational Field Staff Classification and Grading Structure

The structure and descriptions are aligned with the MTA range of operations in the telecommunication industry in Australia.

The structure covers the core functions in the telecommunication work and covers the core grading within each function, pursuant to the levels of experience and qualifications.

Wireless telecommunication is not covered in this structure.

The Core Functions

- 1. Construction – Civil Works
- 2. Line work – Copper Cable Jointing/HFC/Optical Fibre Splicing
- 3. Telco Equipment and technicians

The Core Grading

- 1. Trainee
- 2. Grade 1
- 3. Grade 2
- 4. Grade 3

1.3 Construction

1.3.1 Telecommunications Trainee

The role of a Trainee is to work productively while acquiring knowledge and skills in the telecommunication industry. The basic guidelines:

- Works under supervision at all times and strictly follows all the Health, Safety, Environmental and Quality (HSEQ) instructions given both in writing and verbally by qualified co-workers or any MTA officer
- Works within and as part of a team
- Performs duties and tasks as directed by the immediate Supervisor or the Project Manager
- Acquires the required experience and knowledge through on-the-job training and work, to achieve the desired set of skills or qualification in the industry
- Attends training courses to achieve the desired qualification of the desired professional position

1.3.2 Telecommunications Civil/Construction Worker – Grade 1 (TCW1)

The role in this position is to perform civil manual labour tasks and work as required by MTA operations in the telecommunication industry across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 1 (TCW1) position must work under supervision.

The tasks of this position include, but are not limited to:

- Excavation type work
- Asbestos removal (only if certified accordingly)
- Driving and towing (only if and as licensed and qualified)
- Operation of simple tools and machinery, such as whacker, generator, power drill and more
- Pit and pipe installations
- Rod and rope, hauling and/or recovery of underground and/or aerial cables
- Site housekeeping, including but not limited to, setup, wrap-up, clean up, reinstatement, etc.
- Undertake training both on the job and off site to improve the personal skills set in line with the MTA requirements
- Consulting and participating in formulation of documents such as the relevant SEWMS (Safety and Environmental Work Method Statements), JSEA (Job Safety and Environmental Assessments) and others, as needed
- Following and adhering to the MTA HSEQ systems, ensure full compliance with the safety and environmental requirements including the obligations of the safety of others at the workplace

- Following the instructions and work systems given by the MTA PM and complete the assigned tasks as required
- Other tasks within the range of activities of the MTA operations, as needed and/or compelled by the weather, workload or other operational specific circumstances

1.3.3 Telecommunications Civil/Construction Worker – Grade 2 (TCW2)

The role in this position is to perform civil/construction tasks and work as required by MTA operations in the telecommunication industry across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 2 (TCW2) position works under minimal supervision and can be assisted by one or more Grade 1 (TCW1) workers.

The tasks of this position include all the tasks as specified in the Grade 1 (TCW1) position and extend but are not limited to:

- Operation of more complex equipment and machinery that may require qualification tickets or accreditations. Examples of such machinery are trencher, concrete saw, air pressure under borer, etc.
- Installation and replacement of aerial cable equipment including aerial cable hauling and fixing
- Understanding and identification of telecommunication assets and plant and understanding and working with clients plans and technical documents
- Location of plant and other utilities services electronically and pot holing prior to commencement of construction
- Working with job related documents as required. Examples of documents are vehicle check sheets, QA inspection sheets, JSEA, SEWMS and other forms and plans such as DBYD (Dial Before You Dig), Project Management plans etc
- Exercising good interpersonal and communication skills in dealing with staff, customers and the general public

1.3.4 Telecommunications Civil/Construction Worker – Grade 3 (TCW3)

The role in this position is to perform civil/construction tasks and work as required by MTA operations in the telecommunication industry, across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 3 (TCW3) position works under a Project Supervisor and PM

supervision without the need of direct onsite supervision.

The tasks of this position include all the tasks as specified in Grade 1 (TCW1) and Grade 2 (TCW2) positions and extend but are not limited to:

- Coordinating the site team of construction workers
- Monitoring and ensuring the planned work is completed as required and on time
- Operation of machinery that requires tickets, licenses or accreditations such as excavators, directional drills, cranes, elevated work platforms, etc.
- Understanding and taking accountability for the compliance and quality of the work performed
- Exercising authority to ensure compliance with all the work requirements including but not limited to safety, site setup, traffic and pedestrian control, underground assets risk control (where applicable), adequate third-party interface, etc.
- Reporting on the progress of works and escalate any potential slippages before they arise.

1.4 Line Work

1.4.1 Telecommunications Cable Jointer – Grade 1 (TCJ1)

The role of this position is to perform telecommunication line work tasks and work as required by MTA operations in the telecommunications industry across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 1 (TCJ1) position works under minimal supervision and works within the MTA guidelines of customer service.

It is essential that workers in this position and Grade hold the relevant certifications and accreditations to perform and complete the professional tasks.

The tasks of this position will include but are not limited to:

- Basic cable jointing and HFC coax termination following the prescribed jointing work instructions and procedures
- Basic installation, repair, maintenance on CCU (Cross Connectivity Unit) and other relevant telecommunication line works
- Basic aerial and underground installations
- Understanding and identification of telecommunications assets and plant and understanding and working with clients plans and technical documents
- Working with job related documents as required. Examples of documents are vehicle check sheets, QA inspection sheets, ITP's (Inspection and Test Plan), JSEA, SEWMS, plans and other forms
- Working effectively and efficiently to meet or exceed the productivity operational delivery objectives and timelines

- Cable jointing, following the prescribed safety instructions and work methods
- Undertaking training both on the job and off site to improve the personal skills set in line with MTA's requirements
- Consulting and participating in formulation of documents such as the relevant SEWMS, JSEA and others as needed
- Following and adhering to the MTA HSEQ systems
- Following the instructions and work systems given by the MTA PM and complete the assigned tasks as required
- Understanding and taking accountability for the compliance and quality of the work performed
- Exercising good interpersonal and communication skills in dealing with staff, customers and the general public
- Other tasks within the range of activities of MTA operations as needed and /or compelled by the weather, workload or other operational specific circumstances

1.4.2 Telecommunications Cable Jointer – Grade 2 (TCJ2)

The role of this position is to perform telecommunication line work tasks and work as required by MTA operations in the telecommunications industry across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 2 (TCJ2) position works under the PM supervision and works within the MTA guidelines of customer service.

It is essential that workers in this position and Grade hold the relevant certifications and accreditations to perform and complete the professional tasks.

The tasks of this position include all the tasks as specified in the Grade 1 (TCJ1) position and extend but are not limited to:

- Working on more complex jointing tasks than the range of jointing tasks performed by the Grade 1 (TCJ1) workers
- Diagnosing and repairing cable faults
- Simplex cable rearrangements and cutovers
- Simplex installation, terminating and testing HFC coax cables
- Operation of machinery that require tickets, licenses or accreditations such as elevated work platforms, etc.
- Performing testing as required
- Assisting the PM with infrastructure plans and documents

1.4.3 Telecommunications Cable Jointer – Grade 3 (TCJ3)

The role of this position is to perform telecommunication line work tasks and work as

required by MTA operations in the telecommunications industry across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 3 (TCJ3) position works under the PM supervision and works within the MTA guidelines of customer service.

It is essential that workers in this position and Grade hold the relevant certifications and accreditations to perform and complete the professional tasks.

The tasks of this position include all the tasks as specified in the Grade 1 (TCJ1) and Grade 2 (TCJ2) positions and extend but are not limited to:

- Performing and successfully completing tasks on complex jointing and large rearrangements of copper line work, including interpretation of plans and appropriate methods of cutover
- Cutover new or replacement of telecommunication network equipment
- Copper cable and HFC coax cable fault localization, location, analysis and repair of all faults
- Testing and commissioning of copper cable networks
- Coordinating the site team of line workers, monitoring and ensuring the planned work is completed as required and on time
- Reporting on the progress of works and escalating any potential slippages before they arise
- Supervising and developing other MTA workers under the Grade 3 (TCJ3) control

1.4.4 Telecommunications Optical Fibre Splicer – Grade 1 (TFS1)

The role of this position is to perform telecommunication line work tasks and work as required by MTA operations in the telecommunications industry across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 1 (TFS1) position works under minimal supervision and works within the MTA guidelines of customer service.

It is essential that workers in this position and Grade hold the relevant certifications and accreditations to perform and complete the professional tasks.

The tasks of this position will include but are not limited to:

- Basic optic fibre cable splicing, "Dark" fibre splicing, following the prescribed work

instructions and procedures

- Installation of optical fibre cables within customer premises
- Installation and placement of optical fibre enclosures
- Understanding and identification of telecommunications asset and plant, understanding and working with clients plans and technical documents
- Working with job related documents as required. Examples of documents are vehicle check sheets, QA inspection sheets, ITP's (Inspection and Test Plan), JSEA, SEWMS, plans and other forms
- Working effectively and efficiently to meet or exceed the productivity operational delivery objectives and timelines
- Undertaking training both on the job and off site to improve personal skills set in line with MTA's requirements
- Consulting and participating in formulation of documents such as the relevant SEWMS, JSEA and others, as needed
- Following and adhering to the MTA HSEQ systems
- Following the instructions and work systems given by the MTA PM and complete the assigned tasks as required
- Understanding and taking accountability for the compliance and quality of the work performed
- Exercising good interpersonal and communication skills in dealing with staff, customers and the general public
- Other tasks within the range of activities of MTA operations as needed and/or compelled by the weather, workload or other operational specific circumstances

1.4.5 Telecommunications Optical Fibre Splicer – Grade 2 (TFS2)

The role of this position is to perform telecommunication line work tasks and work as required by MTA operations in the telecommunications industry across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 2 (TFS2) position works under PM supervision and works within the MTA guidelines of customer service.

It is essential that workers in this position and Grade hold the relevant certifications and accreditations to perform and complete the professional tasks.

The tasks of this position include all the tasks as specified in the Grade 1 (TFS1) position and extend but are not limited to:

- Working on more complex optical fibre tasks than performed by the Grade 1 (TFS1) workers
- Performing optical fibre testing utilizing fibre scopes and power meters/light source

- Coordinating the site team of line workers, monitors and ensures the planned work is completed as required and on time
- Assisting the PM with infrastructure plans and documents

1.4.6 Telecommunications Optical Fibre Splicer – Grade 3 (TFS3)

The role in this position is to perform telecommunication line work tasks as required by MTA operations in the telecommunication industry, across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 3 (TFS3) position works under the PM supervision and works within the MTA guidelines of customer service.

It is essential that workers in this position an Grade hold the relevant certifications and accreditations to perform and complete the professional tasks.

The tasks of this position include all the tasks as specified in the Grade 1 (TFS1) and Grade 2 (TFS2) position and extend but are not limited to:

- Performing and successfully completing tasks on complex optical fibre splicing and rearrangements
- Working on live optical fibre cables and networks, maintenance and cutovers
- Commissioning of optical fibre work utilizing electronic testing equipment
- OTDR testing and analysis
- Reporting on the progress of works and escalating any potential slippages before they arise
- Supervising and developing other MTA workers under the supervision of the role of Grade 3 (TFS3)

1.5 Telco Equipment and Technicians

1.5.1 Telecommunications Technical Officer – Grade 1 (TTO1)

The role in this position is to perform telecommunication equipment technical work tasks and work as required by MTA operations in the telecommunication industry, across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;

- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 1 (TTO1) position works under minimal supervision and works within the MTA guidelines of customer service.

It is essential that workers in this position and Grade hold the relevant certifications and accreditations to perform and complete the professional tasks.

The tasks of this position include but are not limited to the following:

- Installation of telecommunication equipment, in both internal and external environments
- Thorough knowledge of telecommunication exchange structure installations
- Installation of exchange Super Structures
- Installation and connection of exchange power cabling (not live power)
- Understanding and identification of telecommunication assets and plant in distribution areas
- Working with job related documents as required. Examples of documents are vehicle check-sheets, QA Inspection sheets, ITPs (Inspection and Testing Plan), JSEA, SEWMS, forms, and plans
- Working effectively and efficiently to meet or exceed the productivity operational delivery objectives and timelines
- Undertaking training both on the job and off site to improve the personal skills set in line with the MTA requirements
- Consulting and participating in formulation of documents such as the relevant SEWMS, JSEA and others, as needed
- Following and adhering to the MTA HSEQ systems
- Following the instructions and work systems given by the MTA PM and complete the assigned tasks as required
- Understanding and taking accountability for the compliance and quality of the work performed
- Exercising good interpersonal and communication skills in dealing with staff, customers and the general public
- Other tasks within the range of activities of the MTA operations, as needed and/or compelled by the weather, workload or other operational specific circumstances

1.5.2 Telecommunications Technical Officer – Grade 2 (TTO2)

The role in this position is to perform telecommunication equipment technical work tasks and work as required by the MTA operations in the telecommunication industry, across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules

required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 2 (TTO2) position works under minimal supervision and works within the MTA guidelines of customer service.

It is essential that workers in this position and Grade hold the relevant certifications and accreditations to perform and complete the professional tasks.

The tasks of this position include all the tasks as specified in the Grade 1 (TTO1) position and extend but are not limited to:

- Working on more complex technical tasks than the range of technical tasks performed by the Grade 1 (TTO1) workers
- Understanding and working from technical diagrams and schematics
- Knowledge of Exchange Power Systems
- Knowledge of optical fibre networks
- Installing electronic cards in telco equipment
- Coordinating and supervising a small team, on the job, as required
- Commissioning of simple telecommunications systems

1.5.3 Telecommunications Technical Officer – Grade 3 (TTO3)

The role in this position is to perform telecommunication equipment technical work tasks and work as required by the MTA operations in the telecommunication industry, across the range of work as it might vary, following the directions of the company.

Progression between Grade levels for any Core Function is dependent upon the individual Employee having achieved both of the following criteria:

- (a) The Employee must have met and exceeded the competency and performance standards required of their existing level in accordance with the Performance Development Review (PDR) process;
- (b) The Employee must have completed, at a minimum, the core training modules required for entry into the next Grade, as detailed in the relevant Position Description (PD).

A worker in the Grade 3 (TTO3) position works under the PM supervision and works within the MTA guidelines of customer service.

It is essential that workers in this position and Grade hold the relevant certifications and accreditations to perform and complete the professional tasks.

The tasks of this position include all the tasks as specified in the Grade 1 (TTO1) and Grade 2 (TTO2) positions and extend but are not limited to:

- Commissioning and Integration of telecommunications equipment, complex network exchange equipment and systems, assets or structures
- Completing telecommunications systems software upgrade as required
- Analyzing system faults with a high degree of diagnostic skill
- Locating and rectifying complex telecommunications faults
- Auditing and inspections
- Surveys and scoping, prior to commencement of work

- Fault finding, troubleshooting and service
- Planning, coordinating and controlling team project activities

1.6 Employees' Obligations

Each and every MTA Employee has obligations in the workplace. These obligations include but are not limited to:

- Following and adhering to the MTA policies and code of conduct
- Working towards achieving the company objectives and targets
- Maintaining effective communication on matters and issues as required and prescribed in the company business management systems
- Maintaining adequate and accurate reporting
- Maintaining personal and professional integrity, reliability, ethics, participation and contribution.

1.7 HSEQ Responsibility

MTA is bound by the terms of relevant Workplace Health and Safety legislation, and will ensure policies and procedures are in place which are consistent with such legislation.

Employees are required to:

- (a) Comply with safe working procedures
 - (i) Follow safe work procedures established by MTA
 - (ii) Follow the HSEQ directions of Senior Management and Supervisors
- (b) Use of appropriate personal protective equipment and safety systems
 - (i) Where personal protective equipment (PPE) is required to control exposure to hazards in the workplace, wear and maintain the PPE as directed or as required in HSEQ procedures
 - (ii) Use other safety and emergency equipment provided in the workplace as directed or as required in HSEQ procedures
- (c) Risk assessments/ Job Safety Analysis
 - (i) As required per job, complete risk assessments of workplace/work site hazards
 - (ii) Maintain and update the risk assessments as required per worksite or job function
 - (iii) Ensure that all risk Assessments are completed and signed off and returned to the job packs at the completion of each project major or minor
- (d) Report HSEQ matters
 - (i) Report workplace hazards to supervisor that cannot be controlled by PPE or risk management
 - (ii) Report injury or illness immediately to your supervisor, arising from workplace activities

1.8 Skills Development

Training and development will be directed towards developing a highly skilled and

productive workforce, a supportive working environment designed to broaden an Employees skills base.

Employees may be given the opportunity to undertake training, subject to the requirements to maintain productivity levels, the skills needed within the organisation and the financial constraints of MTA.

Employees may also be required to perform work which, while primarily involving the skills of your trade, are incidental or peripheral to the primary task, but will facilitate the completion of the whole task. Such incidental or peripheral work would not necessarily require additional formal technical training.

1.9 Training Leave

Training will generally be provided before Employees commence performing the duties which are the subject of the training. Wherever possible and subject to operational requirements, the training will be provided during the Employees normal working hours. Where training is required outside of normal hours this will be discussed with the Employee and appropriate compensation may be paid as agreed with the Company.

No ordinary time payment will be made for attendance at approved structured training courses outside ordinary working hours at tertiary institutions.

Schedule 2

1. Allowances


Travel Allowance (Overnight Stay)	Location	Rate
Travel Allowance - All Inclusive (daily)	Capital Cities	\$240
	Regional locations	\$200
	High Cost Country Centres (as defined by the ATO)	\$240
Travel Allowance - Meals & Incidentals Only (daily)	Capital Cities	\$90
	Regional NSW	\$90
	High Cost Country Centres (as defined by the ATO)	\$90

Note:

- (a) Where the allowance is insufficient to meet accommodation costs, the Company will consider an increased payment if accommodation is not booked by the Company. Evidence of the accommodation spend must be provided and prior approval will be required in advance.
- (b) The above rates will increase each year in accordance with CPI. CPI data will be obtained from the ABS and will be calculated based on the sum total of the four quarterly CPI rates preceding payment. CPI will be capped at a maximum of 2.5%.

SIGNATURE PAGE

Signed on behalf of MIRAIT Technologies Australia Pty Ltd

Signature 

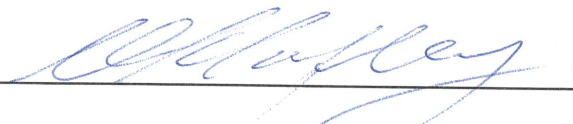
Print Name MELISSA OLSEN

Address SUITE 9/6 RELIANCE DRIVE, TUGGERAH.

Title HR DIRECTOR

Date 1 FEBRUARY 2022

Signed on behalf of all Employees

Signature 

Print Name DANIEL HARPLEY

Address 19-23 BEAUMONT TRU, MT KURING-GRAI

Title SPICER OFS G3

Date 01/02/2022.

26 February 2022

IN THE FAIR WORK COMMISSION

Matter No.: AG 2022/252

Applicant: Mirait Technologies Australia Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Melissa Olsen, Human Resources Director, have the authority given to me by Mirait Technologies Australia to give the following undertakings with respect to the *Mirait Technologies Australia (MTA) Enterprise Agreement 2022* ("the Agreement"):

1. Carer's leave:

Further to Clause 20.2(B), an employee is permitted to take paid personal/carer's leave to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

2. Redundancy:

In relation to Clause 15.1(C), the terms stated are subject to an application to the Commission in accordance with s.120 of the Act.

3. Casual Loading:

Casuals will receive casual loading for overtime, Sunday and public holidays on a compounding basis in accordance with the Award.

4. Casual minimum engagement:

Casuals will be engaged for a minimum of two (2) hours per engagement.

5. Saturday, Weekend Penalties (Casuals):

As stated above (undertaking number three), Casuals will receive casual loading for overtime, Sunday and public holidays on a compounding basis in accordance with the Award.

6. Part-time Safeguards:

Part-time employees will be informed upon their engagement of the ordinary hours of work, including starting and finishing times.

7. Part-time Overtime:

Part-time employees will receive overtime rates for all work in excess of their agreed hours and will only be required to work in such a way in urgent/unforeseen circumstances

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Yours faithfully



Melissa Olsen
Human Resources Director