

## Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
<i>Title</i>	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (cl 1) ( <b>Current EA</b> ).	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (cl 1) ( <b>Proposed EA</b> ).	Change to reflect the year of the agreement	<a href="#"><u>Electrical, Electronic and Communications Contracting Award 2020</u></a> (Electrical Award)	<a href="#"><u>Hydrocarbons Industry (Upstream) Award 2020</u></a> (Hydrocarbons Award)	<a href="#"><u>Building and Construction General On-site Award 2020</u></a> (Building Award)	<a href="#"><u>Manufacturing and Associated Industries and Occupations Award 2020</u></a> (Manufacturing Award)
<i>Coverage</i>	<p>The Current EA applies to:</p> <ul style="list-style-type: none"> <li>Skout Solutions (<b>the Company</b>),</li> <li>Employees who perform work for the Company's clients involving repair, replacement, renovation, rehabilitation, maintenance, earth works, civil works, concrete works, electrical services, infrastructure, power or water, fabrication, preassembly, assembly, disassembly, construction, breakdowns, shutdowns, outages, turnarounds, access of any type including by rope, preparatory, repair, modification, pre-commissioning, commissioning, decommissioning, hook up, hook-up and commissioning, completions, local service upgrades, minor capital or capital works and all associated and similar works in Australia</li> </ul> <p>(cl 2.1)</p> <p>It does not cover managerial, supervisory, hospitality, administrative or clerical employees (cl 2.2).</p>	<p>The Proposed EA applies to:</p> <ul style="list-style-type: none"> <li>The Company,</li> <li>Employees who perform work for the Company's clients involving repair, replacement, renovation, rehabilitation, maintenance, earth works, civil works, concrete works, electrical services, infrastructure, power or water, fabrication, preassembly, assembly, disassembly, construction, breakdowns, shutdowns, outages, turnarounds, access of any type including by rope, preparatory, repair, modification, pre-commissioning, commissioning, decommissioning, hook up, hook-up and commissioning, completions, local service upgrades, minor capital or capital works and all associated and similar works in Australia</li> </ul> <p>(cl 2.1)</p> <p>It does not cover managerial, supervisory, hospitality, administrative or clerical employees (cl 2.2).</p>	No change	Some of the work conducted by the Company under the Proposed EA falls within the definition of electrical services in the Award and some of the employees under the Proposed EA fall within the classifications under the Electrical Award.	Some of the work conducted by the Company under the Proposed EA falls within the hydrocarbons industry defined in the Award and some of the employees under the Proposed EA fall within the classifications under the Hydrocarbons Award.	Some of the work conducted by the Company under the Proposed EA falls within the on-site building, engineering and civil construction industry defined in the Award and some of the employees under the Proposed EA fall within the classifications under the Building Award.	Some of the work conducted by the Company and the work performed by the employees under the Proposed EA falls within the coverage of the Manufacturing Award.
<i>Award</i>	<p>The Current EA displaces:</p> <ul style="list-style-type: none"> <li>The Awards except they are explicitly incorporated in the Current EA, and</li> <li>The Skout Solutions Industrial Enterprise Agreement 2016</li> </ul> <p>(cl 3).</p>	<p>The Proposed EA displaces:</p> <ul style="list-style-type: none"> <li>The Awards except they are explicitly incorporated in the Proposed EA, and</li> <li>Current EA</li> </ul> <p>(cl 3).</p>	Other than updating the reference to the agreement that is being replaced, no material practical difference.	By operation of clause 3.1 of the Proposed EA the terms of any award will not apply to employees covered by the Proposed EA while the Proposed EA operates, except to the extent those terms are expressly incorporated.	See discussion with respect to the Electrical Award.	See discussion with respect to the Electrical Award.	See discussion with respect to the Electrical Award.

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<i>Period of Operation</i>	The Current EA commenced operation on 14 April 2020 and nominally expired on 8 April 2024 (cl 4).	The Proposed EA will commence 7 days after approval by the Fair Work Commission ( <b>FWC</b> ) and has a nominal expiry date of 4 years from the date of approval (cl 6.1)		The Proposed EA will continue to operate to the exclusion of any modern award past the nominal expiry date until it is terminated or replaced.	See discussion with respect to the Electrical Award.	See discussion with respect to the Electrical Award.	See discussion with respect to the Electrical Award.
<i>No extra claims</i>	The Current EA is in full and final settlement of claims. No further claims can be pursued through the life of the Current EA, except if it is consistent with the Current EA (cl 5).	No further claims can be pursued through the life of the Proposed EA, except if it is consistent with the Proposed EA (cl 5).	The statement that the agreement is made in full and final settlement of claims has been removed.	No equivalent clause, although the effect of making an enterprise agreement is that employees are not able to engage in protected industrial action during the life of the agreement in order to advance claims.	See discussion with respect to the Electrical Award.	See discussion with respect to the Electrical Award.	See discussion with respect to the Electrical Award.
<i>NES Precedence</i>	Where there is an inconsistency between the National Employment Standards ( <b>NES</b> ) and a clause of the Current EA, the NES will apply and the clause of the Current EA will not apply, except to the extent that the clause of Current EA is more beneficial (cl 6).	Where there is an inconsistency between the NES and a clause of the Proposed EA, the NES will apply and the clause of the Proposed EA will not apply, except to the extent that the clause of Proposed EA is more beneficial (cl 6).	No change.	The NES precedence clause reflects the status quo under the <i>Fair Work Act 2009</i> (Cth) ( <b>the Act</b> ).	See discussion with respect to the Electrical Award.	See discussion with respect to the Electrical Award.	See discussion with respect to the Electrical Award.
<i>Definitions</i>	A series of definitions are included in the Current EA (cl 8).	A series of definitions are included in the Proposed EA (cl 7).	The definitions clauses are the same except: <ul style="list-style-type: none"> <li>The title of the agreement has been amended,</li> <li>The definition of the Building Code has been removed as the Building Code has been repealed,</li> <li>The references to the Building Award have been amended to reflect the new version of the Award,</li> <li>A definition of spouse has been included,</li> <li>A definition of ordinary time rate has been added, and</li> <li>Minor grammatical changes.</li> </ul>	A series of definitions are included in the Electrical Award (cl 2). The terms defined in the Proposed EA and the Electrical Award differ. The differences which have a material effect are explained below.	A series of definitions are included in the Hydrocarbons Award (cl 2). The terms defined in the Proposed EA and the Hydrocarbons Award differ. The differences which have a material effect are explained below.	A series of definitions are included in the Building Award (cl 2). The terms defined in the Proposed EA and the Building Award differ. The differences which have a material effect are explained below.	A series of definitions are included in the Manufacturing Award (cl 2). The terms defined in the Proposed EA and the Manufacturing Award differ. The differences which have a material effect are explained below.

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<i>Dispute Resolution</i>	<p>The Current EA provides for a dispute resolution procedure for disputes about a matter under the Agreement, the NES and any other matter as agreed as follows</p> <ul style="list-style-type: none"> <li>Step 1: Workplace discussions between the employee/s and their supervisor/management.</li> <li>Step 2: If the parties agree, referral to the FWC for resolution by any form the FWC considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.</li> <li>Step 3: FWC may arbitrate by declaration (if the former attempts are not successful).</li> <li>Step 5: The dispute can be referred to arbitration by an independent third party (which may be the FWC). (cl 9.1 to 9.5)</li> </ul> <p>Any party can be represented (cl 9.2).</p> <p>Work must continue, subject to WHS legislation (cl 9.8).</p>	<p>The Proposed EA provides for a dispute resolution procedure for disputes about a matter under the Agreement, the NES and any other matter as agreed as follows</p> <ul style="list-style-type: none"> <li>Step 1: Workplace discussions between the employee/s and their supervisor/management.</li> <li>Step 2: If the parties agree, referral to the FWC for resolution by any form the FWC considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.</li> <li>Step 3: FWC may arbitrate (if the former attempts are not successful).</li> <li>Step 5: The dispute can be referred to arbitration by an independent third party (which may be the FWC). (cl 8.3 to 8.5)</li> </ul> <p>Any party can be represented (cl 8.2).</p> <p>Work must continue, subject to WHS legislation (cl 8.8).</p>	<p>The only difference is the removal of the requirement that arbitration is by declaration.</p>	<p>The Electrical Award provides for a dispute resolution procedure for disputes about a matter under the Agreement or the NES as follows</p> <ul style="list-style-type: none"> <li>Step 1: Workplace discussions between the employee/s and supervisor.</li> <li>Step 2: More senior levels of management involved</li> <li>Step 3: Referral to the FWC through an agreed method (including mediation, conciliation and consent arbitration)</li> <li>Step 4: FWC may exercise any method of dispute resolution it considers appropriate. (cl 29.1 to 29.6)</li> </ul> <p>Either party can be represented (cl 29.7).</p> <p>Work must continue, subject to WHS legislation (cl 29.8 &amp; 29.9).</p> <p>This is similar to the Proposed EA, except that:</p> <ul style="list-style-type: none"> <li>The steps in the procedure differ, although follow the general progression from less to more formal, and</li> <li>The Proposed EA allows for any dispute to follow this process, if the parties agree.</li> </ul>	<p>The Hydrocarbons Award has a dispute resolution clause that essentially mirrors the Electrical Award (cl 33). The differences between the Proposed EA and the Hydrocarbons Award mirror those in the Electrical Award.</p>	<p>The Building Award has a dispute resolution clause that essentially mirrors the Electrical Award (cl 39.1 to 29.9). The differences between the Proposed EA and the Building Award mirror those in the Electrical Award.</p> <p>Unlike the Proposed EA, the Building Award provides for dispute resolution training leave (in addition to workplace delegates rights) (cl 39.10).</p>	<p>The Manufacturing Award has a dispute resolution clause that essentially mirrors the Electrical Award (cl 43). The differences between the Proposed EA and the Manufacturing Award mirror those in the Electrical Award.</p> <p>Unlike the Proposed EA, the Manufacturing Award provides for dispute resolution training leave (in addition to workplace delegates rights) (cl 44).</p>
<i>Enterprise Flexibility</i>	<p>Employees must carry out lawful directions and duties within their skill, competency and training if the employee can perform the work safely (cl 10.1)</p> <p>Employees (other than casuals) may be required to transfer to another role (due to operational requirements), temporarily or permanently. This may include moving</p>	<p>Employees must carry out lawful directions and duties within their skill, competency and training if the employee can perform the work safely (cl 9.1)</p> <p>Employees (other than casuals) may be required to transfer to another role (due to operational requirements), temporarily or permanently. This may include moving</p>	<p>Cross references have been updated and typographical errors have been amended. No material practical difference.</p>	<p>There is no similar provision that provides that employees may be required to carry out duties within their skills. However, employees are required to comply with reasonable and lawful directions.</p> <p>Other than redundancy (see below) there is also nothing in the Electrical Award with</p>	<p>The Hydrocarbons Award provides that employees must use tools and equipment as may be required, subject to the limit of their skills and competence and provided that the employee is properly trained (Sch A.2.1). However, other than this there is no similar provision that provides that employees may be required to carry out duties</p>	<p>Similar to the Electrical Award. See discussion with respect to the Electrical Award.</p>	<p>Similar to the Proposed EA, the Manufacturing Award provides that an employee may be directed to carry duties within their skill, competency and training provided that the duties are not designed to promote deskilling and subject to the employer's responsibilities to provide a safe and healthy working environment (cl 29.1 &amp; 29.3).</p>

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	between onshore and offshore work or between day and night shift with 2 days' notice (or a short period with agreement) (cl 10.2). If the employee refuses the direction and it is a reasonable and suitable transfer or redeployment, the employee's employment will be terminated (cl 10.3).	between onshore and offshore work or between day and night shift with 2 days' notice (or a short period with agreement) (cl 9.2). If the employee refuses the direction and it is a reasonable and suitable transfer or redeployment, the employee's employment will be terminated (cl 9.3).		respect to transfers of employment situation.	within their skills. However, employees are required to comply with reasonable and lawful directions.  Other than redundancy (see below) there is also nothing in the Hydrocarbons Award with respect to transfers of employment situation.		The Manufacturing Award goes further than this and provides that employees must use tools and equipment as may be required, subject to the limit of their skills and competence and provided that the employee is properly trained and subject to the employer's responsibilities to provide a safe and healthy working environment (cl 29.2 & 29.3).  Other than redundancy (see below) there is also nothing in the Manufacturing Award with respect to transfers of employment situation.
<i>Individual Flexibility</i>	<p>Employees and the Company may make an individual flexibility arrangement to vary terms of the Current EA concerning:</p> <ul style="list-style-type: none"> <li>• Arrangements about how, where and when work is performed;</li> <li>• Overtime (additional hours) rates;</li> <li>• Penalty rates;</li> <li>• Allowances; and</li> <li>• Annual leave and leave loading.</li> </ul> <p>(cl 11)</p> <p>Any individually flexibility agreement must be in writing, agreed to without coercion or duress and be able to be terminated with 28 days' notice, without impacting on the employment (cl 11).</p> <p>While worded differently, it largely reflects the <a href="#">model flexibility term</a>.</p>	<p>Employees and the Company may make an individual flexibility arrangement to vary terms of the Proposed EA concerning:</p> <ul style="list-style-type: none"> <li>• Arrangements about how, where and when work is performed;</li> <li>• Overtime (additional hours) rates;</li> <li>• Penalty rates;</li> <li>• Allowances; and</li> <li>• Annual leave and leave loading.</li> </ul> <p>(cl 10)</p> <p>Any individually flexibility agreement must be in writing, agreed to without coercion or duress and be able to be terminated with 28 days' notice, without impacting on the employment (cl 10).</p> <p>While worded differently, it largely reflects the <a href="#">model flexibility term</a>.</p>	Updated cross references. No material change.	<p>Employees and an employer may make an individual flexibility arrangement to vary terms of the Award concerning:</p> <ul style="list-style-type: none"> <li>• Arrangements for when work is performed;</li> <li>• Overtime rates;</li> <li>• Penalty rates;</li> <li>• Allowances; and</li> <li>• Annual leave loading.</li> </ul> <p>(cl 5)</p> <p>Any individually flexibility agreement must be in writing, agreed to without coercion or duress and be able to be terminated with 13 weeks' notice, without impacting on the employment (cl 5).</p> <p>The Proposed EA and the Electrical Award are substantially similar in this respect, except that the terms that can be varied under the Proposed EA are worded differently (but are substantially the same as the Electrical Award) and the notice required to terminate the agreement unilaterally differs (28 days vs 13 weeks).</p>	The Hydrocarbons Award has an individual flexibility clause that mirrors the Electrical Award (cl 5). The differences between the Proposed EA and the Hydrocarbons Award mirror those in the Electrical Award.	The Building Award has an individual flexibility clause that mirrors the Electrical Award (cl 5). The differences between the Proposed EA and the Building Award mirror those in the Electrical Award.	The Manufacturing Award has an individual flexibility clause that mirrors the Electrical Award (cl 5). The differences between the Proposed EA and the Manufacturing Award mirror those in the Electrical Award.

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<i>Consultation</i>	<p>The Company must consult with workers if:</p> <ul style="list-style-type: none"> <li>They make a definite decision to introduce a major workplace change that it likely to have a significant effect on employees, and</li> <li>They make a definite decision to change employees' regular roster or ordinary hours of work (cl 12)</li> </ul>	<p>The Company must consult with workers if:</p> <ul style="list-style-type: none"> <li>They make a definite decision to introduce a major workplace change that it likely to have a significant effect on employees, and</li> <li>They make a definite decision to change employees' regular roster or ordinary hours of work (cl 11)</li> </ul>	No change	<p>The employer must consult with workers if:</p> <ul style="list-style-type: none"> <li>They make a definite decision to introduce a major workplace change that it likely to have a significant effect on employees, and</li> <li>They propose to change employees' regular roster or ordinary hours of work (cl 27 &amp; 28)</li> </ul> <p>Although the wording of the consultation clause under the Proposed Agreement differs from that of the Electrical Aard, the objectives of the clauses do not differ – the Company is required to consult employees about major workplace changes or changes to regular rosters and ordinary hours of work. The main variances are that:</p> <ul style="list-style-type: none"> <li>Consultation is required earlier under the Electrical Award for changes to regular rosters or ordinary hours than the Proposed EA, and</li> <li>The Proposed EA does not require a written document setting out the details of the major workplace change.</li> </ul>	The Hydrocarbons Award has consultation clauses that mirrors the Electrical Award (cl 31 & 32). The differences between the Proposed EA and the Hydrocarbons Award mirror those in the Electrical Award.	The Building Award has consultation clauses that mirrors the Electrical Award (cl 37 & 38). The differences between the Proposed EA and the Building Award mirror those in the Electrical Award.	The Manufacturing Award has consultation clauses that mirrors the Electrical Award (cl 41 & 42). The differences between the Proposed EA and the Manufacturing Award mirror those in the Electrical Award.
<i>Basis of Employment</i>	Employees may be engaged on either a full time, part time, casual, fixed or maximum term or project specific basis (cl 13.1).	Employees may be engaged on either a full time, part time, casual, fixed or maximum term or project specific basis (cl 12.1).	No change.	Employees can be engaged as full-time, part-time or casual employees under the Electrical Award (cl 8). While the Award does not provide for fixed term, maximum term or project specific employment, this is permissible under common law contracts, so long as it is in accordance <a href="#">with the Act</a> .	The Hydrocarbons Award mirrors the Electrical Award in this respect (cl 8.1). See discussion with respect to the Electrical Award.	<p>Employees can be engaged on a daily hire, full-time weekly hire, part-time weekly hire or casual basis (cl 8.1 &amp; 9). The Proposed EA does not provide for daily hire employment.</p> <p>The Building Award also does not provide for fixed term, maximum term or project specific employment. See discussion with respect to the Electrical Award</p>	The Manufacturing Award mirrors the Electrical Award in this respect (cl 8.1). See discussion with respect to the Electrical Award.

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<i>Full-time Employment</i>	A full-time employee is an employee who works an average of 38 hours per week (cl 13.2)	A full-time employee is an employee who works an average of 38 hours per week (cl 12.2)	No change.	A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week (cl 9). No material practical difference to the Proposed EA.	A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week (cl 9). No material practical difference to the Proposed EA.	A full-time employee is an employee who works an average of 38 ordinary hours per week (cl 10). No material practical difference to the Proposed EA.	An employee who is not specifically engaged as being a part-time or casual employee is full-time employee (unless otherwise specified in the Manufacturing Award) (cl 9). While this differs from the definition of a full-time employee in the Proposed EA, the Manufacturing Award provides that the ordinary hours for full-time employee is an average of 38 hours per week suggesting that there is minimal different in practice aside from the removal of the provision deeming employment to be full time unless otherwise specified.
<i>Part-time Employment</i>	<p>A part-time employee is an employee who is employed as such and who normally works an average of less than 38 hours per week (cl 13.3).</p> <p>A part-time employee must be offered at least 4 hours of work per shift (Undertaking 3).</p>	<p>A part-time employee is an employee who is employed as such and who normally works an average of less than 38 hours per week (cl 13.3(a)).</p> <p>A part-time employee must be offered at least 4 hours of work per shift (cl 12.3(b)).</p>	<p>The differences between the Current EA and the Proposed EA are:</p> <ul style="list-style-type: none"> <li>Addition of a sub-title for the section, and</li> <li>Minor grammatical changes.</li> </ul> <p>No material practical difference.</p>	<p>A part-time employee is an employee who is engaged on a part-time basis for a constant number of hours for less than 38 hours per week (cl 10.1). This differs from the Proposed EA in that there does not need to be a constant number of hours under the Proposed EA.</p> <p>An employer must inform a part-time employee upon engagement of their ordinary hours and starting and finishing times (cl 10.4), with time worked outside of the agreed limits generally paid as overtime. This is not required under the Proposed EA.</p> <p>Part-time employees receive pro-rata entitlements (cl 10.2 &amp; 10.3). While this is not expressly provided in the Proposed EA, it will apply in practice.</p> <p>Unlike the Proposed EA, there is no minimum engagement for part-time employees.</p>	<p>A part-time employee is an employee who is engaged to work an average of less than 38 hours per week and receives pro-rata entitlements (cl 10.1, 10.2). This is similar in effect to the Proposed EA.</p> <p>An employer must inform a part-time employee of their ordinary hours and starting and finishing times (cl 10.3) with time worked outside of the agreed limits generally paid as overtime.. This is not required under the Proposed EA.</p> <p>Unlike the Proposed EA, there is no minimum engagement for part-time employees.</p>	<p>A part-time employee works an average of less than 38 hours per week and has a reasonably predictable hours of work (cl 11.1). The Proposed EA does not require reasonably predictable hours of work.</p> <p>Part-time employees receive pro-rata entitlements (cl 11.2). While this is not expressly provided in the Proposed EA, it will apply in practice.</p> <p>An employer must inform a part-time employee of their ordinary hours and starting and finishing times (cl 11.3). Before commencing part-time employment, the employee and employer will agree in writing:</p> <ul style="list-style-type: none"> <li>that the employee may work part-time,</li> <li>the hours to be worked, the days worked and starting times (with time worked outside of the agreed limits generally paid as overtime),</li> <li>upon the employee's classification, and</li> <li>upon the period of part-time employment.</li> </ul>	<p>A part-time employee is one who is engaged on a regular pattern of hours which average less than 38 hours per week (cl 10.1). The Proposed EA does not require a regular pattern of hours.</p> <p>A part-time employee must be engaged and paid for at least 4 hours of work per shift. This is similar to the Proposed EA. However, unlike the Proposed EA, under the Manufacturing Award an employee can request to reduce this to 3 hours (and the employee may agree) in order to meet their personal circumstances (cl 10.2).</p> <p>Before commencing employment, the employee and employer will agree in writing:</p> <ul style="list-style-type: none"> <li>the hours to be worked, the days worked and starting and finishing times (with time worked outside of the agreed limits generally paid as overtime), and</li> <li>upon the employee's classification.</li> <li>This can be amended by written agreement. The employer must provide the</li> </ul>



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						<p>This can be amended by written agreement. The employer must provide the employee with a copy of the agreement and any variation.</p> <p>(cl 11.3 to 11.6).</p> <p>This is not required under the Proposed EA.</p> <p>Unlike the Proposed EA there is no minimum engagement for part-time employees.</p>	<p>employee with a copy of the agreement and any variation.</p> <p>(cl 10.3 to 10.5).</p> <p>This is not required under the Proposed EA.</p> <p>Part-time employees receive pro-rata entitlements (cl 10.6 &amp; 10.7). While this is not expressly provided in the Proposed EA, it will apply in practice.</p>
<i>Casual Employees</i>	<p>A casual employee is an employee who is engaged and paid as such (cl 13.4).</p> <p>Employees will be paid a casual loading of 25% in lieu of the entitlements of full-time/part-time employees. The loading is added to any overtime or penalty rates under the Current EA (cl 13.4).</p> <p>A casual employee's employment can be terminated by providing one hours' notice (cl 13.5).</p> <p>Casual employees will be engaged for:</p> <ul style="list-style-type: none"> <li>Hydrocarbons Award: No less than 1 day per engagement (i.e. 7.6 hours),</li> <li>Electrical, Building and Manufacturing Awards: No less than 4 hours per engagement.</li> </ul> <p>(Undertaking 1 &amp; 2).</p>	<p>A casual employee has the meaning provided by the <a href="#">Act</a> (cl 12.4(a)).</p> <p>Employees will be paid a casual loading of 25% in lieu of the entitlements of full-time/part-time employees. The loading is added to any overtime or penalty rates under the Proposed EA (cl 12.4(b)).</p> <p>A casual employee's employment can be terminated by providing one hours' notice (cl 13.4(d)).</p> <p>Casual employees will be engaged for:</p> <ul style="list-style-type: none"> <li>Hydrocarbons Award: No less than the greater of 1 day or 7.6 hours,</li> <li>Electrical, Building and Manufacturing Awards: No less than 4 hours per engagement.</li> </ul> <p>(cl 13.3(c)).</p>	<p>While worded differently, the clauses are broadly the same, except that the definition of casual employee has been amended to reflect the definition which has been inserted into the Act since the Current Agreement commenced operation. If you are unsure about what this change means to the employment of casual employees, please contact the contact person (<b>the Contact Person</b>).</p>	<p>Consistent with the Proposed EA, casual employees are entitled to a 25% loading in lieu of the entitlements of full-time/part-time employees (cl 11.2 &amp; 11.3). However, unlike the Proposed EA, the casual loading is compounded into a casual employee's rate of pay for the purpose of overtime and penalty rates.</p> <p>Casual employees are entitled to be engaged and paid for at least 2 consecutive hours of work on each engagement (cl 11.6). This is shorter than the period provided in the Proposed EA.</p> <p>A casual employee's hours of work are the lesser than an average of 38 hours per week or the hours required by the employer (cl 11.1).</p>	<p>Consistent with the Proposed EA, casual employees are entitled to a 25% loading in lieu of the entitlements of full-time/part-time employees (cl 11.2). Also consistent with the Proposed EA, the loading is added to any overtime or penalty rates.</p> <p>Consistent with the Proposed EA, the minimum engagement for a casual employee is 1 day (cl 11.4)</p> <p>A casual employee's hours of work are the lesser of an average of 38 hours per week or an average hours the employee is required to work by the employer over a week or work cycle (cl 11.1).</p>	<p>Consistent with the Proposed EA, casual employees are entitled to a 25% loading in lieu of the entitlements of full-time/part-time employees (cl 12.1 &amp; 12.4). Also consistent with the Proposed EA, the loading is added to any overtime or penalty rates (cl 12.5 &amp; 12.6) and not compounded.</p> <p>Consistent with the Proposed EA, employees are entitled to payment for a minimum of 4 hours of work (plus some allowances) per engagement (cl 12.3).</p> <p>Unlike the Proposed EA, the Building Award provides that when engaging a casual employee, an employer must inform them in writing of their status as a casual, stating the name of the employer, the job they are performing, their classification and the relevant rate of pay (cl 12.2).</p>	<p>Consistent with the Proposed EA, casual employees are entitled to a 25% loading in lieu of the entitlements of full-time/part-time employees (cl 11.1(a)). However, unlike the Proposed EA, the casual loading is compounded into a casual employee's rate of pay and forms part of their all-purpose rate (cl 11.1(b) to (d)).</p> <p>A casual employee must be engaged and paid for at least 4 hours of work per shift. This is similar to the Proposed EA. However, unlike the Proposed EA, under the Manufacturing Award an employee can request to reduce this to 3 hours (and the employee may agree) in order to meet their personal circumstances (cl 11.2).</p> <p>Unlike the Proposed EA, the Manufacturing Award provides that when engaging a casual employee, an employer must inform them in writing of their status as a casual, stating the name of the employer, their classification and the relevant rate of pay (cl 11.3).</p>
<i>Casual Conversion</i>	<p>The Current EA provides detailed provisions regarding an employee's request for casual conversion. The provisions are largely consistent with the previous NES provisions regarding</p>	<p>Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES (cl 12.4(e)).</p>	<p>The NES requirements have <a href="#">recently changed</a> and are in a transition period. The Proposed EA has been simplified by referring to the NES to ensure that the Proposed EA reflects</p>	<p>The pathway for changing from casual employment to full-time or part-time employment is set out in the NES (cl 11.5).</p>	<p>The Hydrocarbons Award mirrors the Electrical Award in this respect (cl 11.5). See discussion with respect to the Electrical Award.</p>	<p>The Building Award mirrors the Electrical Award in this respect (cl 13). See discussion with respect to the Electrical Award.</p>	<p>The Manufacturing Award mirrors the Electrical Award in this respect (cl 11.4). See discussion with respect to the Electrical Award.</p>

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	requests for casual conversion, except that there is no requirement for the employer to make an offer of conversion in circumstances. (NB: due to the operation of the NES precedence clause, this would apply in practice).		the current provisions in the NES.  If you have any questions about these changes, please contact the Contact Person.																																		
<i>Probation</i>	New employees (other than casuals) will serve a probationary period of 3 months. Either party can terminate with one week’s notice or payment in lieu thereof (or forfeiture of the equivalent of one week’s wages in the case of the employee providing notice) (cl 14.1).	New employees (other than casuals) will serve a probationary period of 3 months. Either party can terminate with one week’s notice or payment in lieu thereof (or forfeiture of the equivalent of one week’s wages in the case of the employee providing notice) (cl 13.1).	Updated cross-references. No material change.	There is no probation period in the Electrical Award. The Act includes a ‘minimum employment period’ of 6 months in the case of businesses with 15 or more employees which is similar to a probation period and which applies as a matter of law even under the Current Agreement. During the qualifying period of employment, an employee is not able to claim unfair dismissal. Therefore, there is minimal practical difference with respect to probation generally, and the probationary clause is of limited practical effect.	See discussion with respect to the Electrical Award.	See discussion with respect to the Electrical Award.	See discussion with respect to the Electrical Award.																														
<i>Termination of employment</i>	<div>The Company can terminate the employment of a full-time or part-time employee (other than during probation and in the case of summary dismissal) by providing notice as follows:</div> <table><tr><th>Service</th><th>Period</th></tr><tr><td>&lt; 1 year</td><td>1 week</td></tr><tr><td>Between 1 – 3 years</td><td>2 weeks</td></tr><tr><td>Between 3 – 5 years</td><td>3 weeks</td></tr><tr><td>&gt; 5 years</td><td>4 weeks</td></tr></table> <div>(cl 15.1).  The Company will give an extra week of leave if the employee is over 45 years of age and has</div>	Service	Period	< 1 year	1 week	Between 1 – 3 years	2 weeks	Between 3 – 5 years	3 weeks	> 5 years	4 weeks	<div>The Company can terminate the employment of a full-time or part-time employee (other than during probation and in the case of summary dismissal) by providing notice as follows:</div> <table><tr><th>Service</th><th>Period</th></tr><tr><td>&lt; 1 year</td><td>1 week</td></tr><tr><td>Between 1 – 3 years</td><td>2 weeks</td></tr><tr><td>Between 3 – 5 years</td><td>3 weeks</td></tr><tr><td>&gt; 5 years</td><td>4 weeks</td></tr></table> <div>(cl 14.1).  The Company will give an extra week of leave if the employee is over 45 years of age and has completed at least 2 years of continuous service (cl 14.2).</div>	Service	Period	< 1 year	1 week	Between 1 – 3 years	2 weeks	Between 3 – 5 years	3 weeks	> 5 years	4 weeks	<div>Updated cross references.</div> <div>The subclause relating to unexplained absences have been removed. However, if there are breaches of employment duties, disciplinary action may still occur.</div>	<div>Notice of termination will be in accordance with the <a href="#">NES</a> being:</div> <table><tr><th>Service</th><th>Period</th></tr><tr><td>&lt; 1 year</td><td>1 week</td></tr><tr><td>Between 1 – 3 years</td><td>2 weeks</td></tr><tr><td>Between 3 – 5 years</td><td>3 weeks</td></tr><tr><td>&gt; 5 years</td><td>4 weeks</td></tr></table> <div>If the employee is over 45 years of age and has more than 2 years' continuous service at the time that notice is provided, the employer is required to provide an additional week of notice if notice is provided by the employer (cl 30). This is</div>	Service	Period	< 1 year	1 week	Between 1 – 3 years	2 weeks	Between 3 – 5 years	3 weeks	> 5 years	4 weeks	The Hydrocarbons Award mirrors the Electrical Award in this respect (cl 34). See discussion with respect to the Electrical Award.	The Building Award mirrors the Electrical Award in this respect (cl 40). See discussion with respect to the Electrical Award.	The Manufacturing Award mirrors the Electrical Award in this respect (cl 40). See discussion with respect to the Electrical Award.
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	<p>completed at least 2 years of continuous service (cl 15.2).</p> <p>An employee is required to provide the same amount of notice as the Company, however they are not required to give extra notice on account of their age (cl 15.3).</p> <p>Notice is not required when an employee engages in serious misconduct (cl 15.4).</p> <p>If an employee is absent for 3 or more consecutive working days and the entire absence is not authorised or explained or without notification, the Company will take steps to contact the employee. If the employee can't be contacted, the Company may commence disciplinary action (cl 15.5).</p>	<p>An employee is required to provide the same amount of notice as the Company, however they are not required to give extra notice on account of their age (cl 14.3).</p> <p>Notice is not required when an employee engages in serious misconduct (cl 14.4).</p>		<p>consistent with the Proposed EA.</p> <p>Notice is not required:</p> <ul style="list-style-type: none"> <li>For <a href="#">serious misconduct</a>;</li> <li>Where a term of a contract for a temporary or limited term expires;</li> <li>Where the employee is subject to a contract of training and their employment is for a specified period of time or is limited to the duration of the training contract; and</li> <li>For casual employees.</li> </ul> <p>(<a href="#">s123 of the Act</a>, cl 34.1(a)). This is consistent with the Proposed EA.</p> <p>Employees are required to provide the same amount of notice as an employer, except that employees are not required to provide any additional notice on the basis of their age (cl 30.1). This is consistent with the Proposed EA.</p> <p>If an employee does not provide the required notice on termination, the employer may deduct from the employee's wages an amount that is no more than one week's wages if the employee is at least 18 years old and the deduction is not unreasonable (cl 30.1(d)-(f)). This is not provided for under the Proposed Agreement, except with respect to probation and the Electrical Award is more restrictive in this respect.</p> <p>If the employer gives notice of termination to an employee, the employee is entitled to up to 1 day for the purpose of seeking other employment (cl 32.2). This is not provided for in the Proposed EA.</p>			

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<i>Redundancy</i>	Redundancy pay in accordance with the <a href="#">Act</a> (cl 16).	Redundancy pay in accordance with the <a href="#">Act</a> (cl 15).	No change.	<p>Like the Proposed EA, redundancy pay is as per the <a href="#">NES</a> (cl 31). However, unlike the Proposed EA or the NES, the Electrical Award provides that an employee is entitled to a prorata payment for any period of continuous service that is less than a full year (cl 31.2).</p> <p>Unlike the Proposed EA, the Electrical Award provides that:</p> <ul style="list-style-type: none"> <li>If employees are transferred to lower duties because of redundancy, they will be entitled to the same period of notice, or payment in lieu with the difference between the current rate and the lower rate (cl 31.3).</li> <li>If an employee leaves during the notice period, they are entitled to redundancy pay, but are not entitled to be paid for the period of notice remaining (cl 31.4).</li> <li>An employee is entitled to up to one day's time off each week of the notice period when the employee's employment is terminated due to redundancy. If the employee is allowed more than 1 day during the notice period, the employee must (at the employer's request) provide evidence of attendance at an interview (cl 31.5).</li> <li>Employers can utilise redundancy pay schemes (cl 31.6).</li> </ul>	<p>Like the Proposed EA, redundancy pay is as per the <a href="#">NES</a> (cl 35). This is consistent with the Proposed EA.</p> <p>The Hydrocarbons Award mirrors the Electrical Award with respect to the transfer to lower paid duties, leaving during the notice period and job search entitlement. See Electrical Award discussion in this respect.</p>	<p>The Building Award contains an industry specific redundancy scheme that differs from the NES (cl 41). In most cases, the industry specific provisions are more beneficial than the NES entitlements and includes a broader definition of redundancy, except that under the NES, employees are entitled to more redundancy pay in some circumstances (e.g. up to 16 weeks).</p> <p>The Building Award also provides for provisions relating to the use of redundancy pay schemes, employees leaving during the notice period and transfer of business which are not provided for in the Proposed EA (cl 41.4 to 41.7).</p>	<p>Like the Proposed EA, redundancy pay is as per the <a href="#">NES</a> (cl 46). This is consistent with the Proposed EA.</p> <p>The Manufacturing Award mirrors the Electrical Award with respect to the transfer to lower paid duties, leaving during the notice period and job search entitlement. See Electrical Award discussion in this respect.</p>
<i>Day Wok – Ordinary Hours of Work</i>	Ordinary hours of work will be 38 per week (averaged over a period of up to 4 weeks) to be worked on any day, Monday to Sunday between 6:00am to	Ordinary hours of work will be 38 per week (averaged over a period of up to 4 weeks) to be worked on any day, Monday to Sunday between 6:00am to	Updated cross references. The Proposed EA has been amended to clarify that the hours can only be altered at	Ordinary hours will be an average of 38 hours per week (averaged over a period not exceeding 28 days) to be worked between 6:00am to	Ordinary hours will be an average of 38 hours per week to be worked on any day, Monday to Sunday between 6:00am to 6:00pm and up to 12	Ordinary hours will be an average of 38 hours per week (averaged over a period not exceeding 28 days) to be worked between 6:00am to	Ordinary hours will be an average of 38 hours per week (averaged over a period not exceeding 28 days) to be worked between 6:00am to

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	6:00pm and up to 12 hours per day (or 10 hours per day when receiving a construction allowance). The spread of hours can be altered by up to 1 hour by agreement with an individual employee or the majority of employees concerned (cl 17.1).	6:00pm and up to 12 hours per day (or 10 hours per day when receiving a construction allowance). The spread of hours can be altered by up to 1 hour at either end by agreement with an individual employee or the majority of employees concerned (cl 16.1).	either end of the spread (as opposed to both ends).	6:00pm Monday to Friday (cl 13.2 to 13.4). 12 hour shifts can be implemented with agreement of the majority of employees concerned, otherwise work cannot exceed more than 8 ordinary hours per day (cl 13.5, 13.7), which differs substantially from the Proposed EA. Unlike the Proposed EA, there is no capacity under the Electrical Award to move the span of hours or for ordinary hours to work on weekends.	hours per day. The spread of hours can be altered by agreement with an individual employee or the majority of employees concerned, provided that no more than 12 ordinary hours are to be worked in a day (cl 13.1 & 13.2).	6:00pm Monday to Friday (cl 16.1, 16.11(a)). No more than 8 ordinary hours are to be worked in a day (cl 16.2), which differs substantially from the Proposed EA. Unlike the Proposed EA, there is no capacity under the Building Award to move the span of hours or for ordinary hours to work on weekends.	6:00pm Monday to Friday (cl 17.2(a), (c), (d)). Ordinary hours cannot exceed 8 in one day, unless there is agreement with the majority of employees concerned (where up to 12 hours can be worked) (cl 17.2(b) and 17.5(c)). Ordinary hours can be worked on weekends with agreement with an individual employee or the majority of affected employees (cl 17.2(c)). The spread of hours can be altered by up to 1 hour at either end by agreement with an individual employee or the majority of employees concerned (cl 17.2(d)).
<i>Day Work – Rostering</i>	<p>Ordinary hours will generally be worked within in established roster pattern for the site or client as determined by the Company (cl 17.2). The roster may require reasonable additional hours, which may include compressed roster cycles with rest and recreation or rostered days off (cl 17.3). The Company and an individual employee or group of employees may agree to different work arrangements which provide better use of hours (cl 17.4).</p> <p>The Company can alter an employee's rostered working hours with 48 hours' notice (or a shorter period, if the employee agrees to a shorter period) (cl 17.5).</p>	<p>Ordinary hours will generally be worked within in established roster pattern for the site or client as determined by the Company (cl 16.2). The roster may require reasonable additional hours, which may include compressed roster cycles with rest and recreation or rostered days off (cl 16.3). The Company and an individual employee or group of employees may agree to different work arrangements which provide better use of hours (cl 16.4).</p> <p>The Company can alter an employee's rostered working hours with 48 hours' notice (or a shorter period, if the employee agrees to a shorter period) (cl 16.5).</p>	Updated cross references. No material practical difference.	<p>The Electrical Award provides that a shift roster must specify starting and finishing times of ordinary hours (cl 13.12).</p> <p>The Electrical Award provides for an optional RDO system (cl 13.8). This is more detailed than the provisions in the Proposed EA.</p> <p>The Electrical Award does not provide for work cycle rosters or notice for changing roster cycles (other than shift work, discussed below).</p> <p>Reasonable additional hours are discussed below.</p>	<p>The Hydrocarbons Award does provide for arrangements for cycle work which is made up of working and non-working days (cl 13.4). The total ordinary hours in a cycle cannot exceed 38 hours x the number of working days and non-working days in the cycle divided by 7 (cl 13.4(c)). Employees may be required to work 12 ordinary hours when working on a cycle, provided that the number of days on which ordinary hours can be worked must not exceed the number of days in the cycle multiplied by 0.714 (cl 13.4(e)).</p> <p>An employer can alter an employees days of work or stating and finishing times by giving at least 48 hours' notice(or a shorter period, if the employee agrees to a shorter period) (cl 14.1(a)).</p> <p>Reasonable additional hours are discussed below.</p>	<p>The Building Award provides for a mandatory RDO system (except if there is majority agreement that it is no practicable to work an RDO system) (cl 16.2 to 16.8). This is more detailed than the provisions in the Proposed EA.</p> <p>The Building Award does not expressly provide for work cycle rosters or notice for changing roster cycles (other than shift work, discussed below).</p> <p>Reasonable additional hours are discussed below.</p>	<p>The Manufacturing Award provides that the arrangements of when work is to be performed is to be agreed between the employer and the majority of affected employees (cl 17.5). This includes matters like how hours are to be averaged, the length of a work cycle, and RDOs.</p> <p>The Manufacturing Award does not provide for notice for changing roster cycles (other than shift work, discussed below).</p> <p>Reasonable additional hours are discussed below.</p>
<i>Day Work - Breaks</i>	Employees will be provided with a 30 minute unpaid break to be taken between 3-5 hours after commencement of duty (depending on company requirements) (cl 17.6). If employees can't take this break, they will be paid at a	Employees will be provided with a 30 minute unpaid break to be taken between 3-5 hours after commencement of duty (depending on company requirements) (cl 16.6). If employees can't take this break, they will be paid at a	Updated cross references. No material practical difference.	Employees are entitled to an unpaid 30 minute meal break after each 6 hours of work. An employee will not be required to work for more than 6 hours without a meal break (cl 14.1(a), (c)). If an employee is required to work during a meal	Employees are entitled to an unpaid 30 minute meal break after every 5 hours worked (cl 15.1). An employee will not be required to work for more than 5 hours without a meal break (cl 15.3(b)). The Proposed EA only provides for one meal	Employees are entitled to an unpaid 30 minute meal break (cl 18.1(a)). An employee will not be required to work for more than 5 hours without a meal break (cl 18.1(b)). If an employee is required to work through a meal break, they will	Employees must not be required to work for more than 5 hours without an unpaid meal break of at least 20 minutes (subject to limited exceptions) (cl 18.1) If an employee is required to work during the meal break, they will be paid:

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	<p>rate of 200% until the break is taken (unless the majority of employee have agreed to take their break at another time) (cl 17.7).</p> <p>Employees are also entitled to a paid morning rest break of 15 minutes. If the employee is rostered to work for 10 or more hours, this may be extended to 30 minutes (cl 17.8). Subject to client and Company approval and also consultation with the workforce at a particular client site or location, the rest break can be taken at the crib hut or at the work location/station (in the latter case, the break will be paid at 200% for the duration of the break) (cl 17.9).</p>	<p>rate of 200% until the break is taken (unless the majority of employee have agreed to take their break at another time) (cl 16.7).</p> <p>Employees are also entitled to a paid morning rest break of 15 minutes. If the employee is rostered to work for 10 or more hours, this may be extended to 30 minutes (cl 16.8). Subject to client and Company approval and also consultation with the workforce at a particular client site or location, the rest break can be taken at the crib hut or at the work location/station (in the latter case, the break will be paid at 200% for the duration of the break) (cl 16.9).</p>		<p>break they will be paid at a rate of 150% until the break is taken, unless the employee is employed on regular maintenance work and they are working for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle (cl 14.2). This is similar to the Proposed EA, except that:</p> <ul style="list-style-type: none"> <li>Only one meal break is provided under the Proposed EA,</li> <li>The break is to be taken at an earlier time under the Proposed EA,</li> <li>The penalty rate for working through a meal break is higher under the Proposed EA, and</li> <li>There are no exceptions to the payment of penalty rates when working through a break under the Proposed EA.</li> </ul> <p>Employees are entitled to a paid 10 minute rest break to be taken between commencing work and the meal break (cl 13.9). The Electrical Award does not provide for penalty rates where this break is taken at certain locations, like the Proposed EA.</p> <p>Employees are entitled to a paid 20 minute rest break after each 4 hours of overtime worked, if the employee is required to continue work after the rest break (or agreed alternate arrangement) (cl 14.3(a)).</p>	<p>break per shift. The Hydrocarbons Award does not provide for the payments of penalty rates when working through a break.</p> <p>An employee may take a paid rest break of 20 minutes after each 4 hours of overtime worked, if the employee is required to continue work after the rest break (or agreed alternate arrangement) (cl 23.7).</p> <p>There is no provision for a morning rest break under the Hydrocarbons Award.</p>	<p>be paid at a rate of 200% until the break is taken (cl 29.6).</p> <p>Employees are entitled to a paid 10 minute rest break (cl 18.3(a)). The Building Award does not provide for penalty rates where this break is taken at certain locations, like the Proposed EA.</p> <p>An employee is entitled to a paid break of 20 minutes if they are required to work overtime of 2 hours or more immediately after finishing ordinary hours and a paid 30 minute break after each 4 hours of continuous work (cl 18.3(b)). If the employee does not take the break but works 2 hours of overtime, they will be regraded as having worked 20 minute more than they did and will be paid accordingly (cl 18.3(c)).</p>	<ul style="list-style-type: none"> <li>at the rate of pay applying immediately prior to the scheduled meal break whenever instructed to work for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle, or</li> <li>in all other circumstances: <ul style="list-style-type: none"> <li>On a Saturday or Sunday: 200%,</li> <li>On a shift when the employee is entitled to a loading of 15%: 165%,</li> <li>On a shift when the employee is entitled to a loading of 30%: 180%,</li> <li>In all other cases: 150% (cl 18.5).</li> </ul> </li> </ul> <p>Not all employees are entitled to a paid morning tea break under the Manufacturing Award. Under the Award, only Employees engaged in the technical field of work, technical workers, tracers and draughtspersons, production planners, trainee engineers and trainee scientists are entitled to a paid 10 minute break (cl 18.3).</p> <p>An employee is entitled to a paid break of 20 minutes after each 4 hours of overtime worked, if the employee is to continue to work after the rest break. If overtime is worked immediately after ordinary hours, and the period of overtime is to be more than 1.5 hours, the employee is entitled to a paid 20 minute break prior to working overtime. These breaks can be varied with agreement, so long as the</p>

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							employer is not required to make a payment in excess of or less than what is required by the Manufacturing Award (cl 32.11(b), (d) & (e)).
<i>Day Work – Weekend and Public Holidays</i>	<p>If an employee works ordinary hours on a Saturday, they will be engaged or paid for a minimum of 3 hours, to be paid at the following rates:</p> <ul style="list-style-type: none"> <li>150% for the first 2 hours and 200% thereafter,</li> <li>All time worked after 12 noon: 200%, or</li> <li>For all work performed on the Saturday following Good Friday: 250% for a minimum duty or payment of 4 hours</li> </ul> <p>(cl 17.10)</p> <p>If an employee works ordinary hours on a Sunday will be paid at a rate of 200% for a minimum of 4 hours (cl 17.11).</p> <p>Ordinary hours worked on a public holiday will be paid at 250% for a minimum of 4 hours (cl 17.12).</p>	<p>If an employee works ordinary hours on a Saturday, they will be engaged or paid for a minimum of 3 hours, to be paid at the following rates:</p> <ul style="list-style-type: none"> <li>150% for the first 2 hours and 200% thereafter,</li> <li>All time worked after 12 noon: 200%, or</li> <li>For all work performed on the Saturday following Good Friday: 250% for a minimum duty or payment of 4 hours</li> </ul> <p>(cl 16.10)</p> <p>If an employee works ordinary hours on a Sunday will be paid at a rate of 200% for a minimum of 4 hours (cl 16.11).</p> <p>Ordinary hours worked on a public holiday will be paid at 250% for a minimum of 4 hours (cl 16.12).</p>	<p>Minor grammatical changes.</p> <p>No material practical changes.</p>	<p>Ordinary hours cannot be worked on weekends under the Electrical Award.</p> <p>Work performed on a public holiday will be paid at a rate of 250% for a minimum of 4 hours (cl 20.3(a) &amp; 20.4(b)).</p>	<p>All ordinary hours worked on a Saturday will be paid at a rate of 150% for the first 2 hours and 200% thereafter (cl 24.4).</p> <p>All ordinary hours worked on a Sunday will be paid at a rate of 200% (cl 24.5).</p> <p>All ordinary hours worked on a public holiday will be paid at a rate of 250% (cl 24.6).</p> <p>Unlike the Proposed EA, there is no minimum engagement when working ordinary hours on a Saturday, Sunday or a public holiday.</p>	<p>Ordinary hours cannot be worked on weekends under the Building Award.</p> <p>All work performed on the Saturday following Good Friday must be paid at a rate of 250% for at least 4 hours (cl 30.1(c) &amp; 30.2(b)).</p> <p>All work performed on public holidays must be paid at 250% for at least 4 hours (cl 30.1(e) &amp; 30.2(d), 29.9, 29.10).</p>	<p>If there is agreement to work ordinary hours on weekends, an employee will be paid at the rate of:</p> <ul style="list-style-type: none"> <li>150% when working on a Saturday, or</li> <li>200% when working on a Sunday</li> </ul> <p>(cl 17.2(g), 33.1(a)).</p> <p>Unlike the Proposed EA, there is no minimum engagement when working ordinary hours on a Saturday and Sunday.</p> <p>All ordinary hours worked on a public holiday will be paid at a rate of 250% for at least 3 hours (cl 17.2(h), 33.1(b)(i)).</p>
<i>Shift Work – Definition</i>	<p>Afternoon Shift means any shift finishing at or after 7pm and at or before midnight (cl 18.1(a)).</p> <p>Night Shift means any shift finishing after midnight and at or before 8am (cl 18.1(b)).</p> <p>Permanent Night Shift means a shift of which the employee:</p> <ul style="list-style-type: none"> <li>Remains on night shift for a longer period than 4 consecutive weeks,</li> <li>Works night shift only, or</li> <li>Works a shift cycle that involves more than or equal to 2/3rds of working time being performed as night shift (i.e. less than 1/3rd of working time is performed as day work or</li> </ul>	<p>“Afternoon Shift” means any shift finishing at or after 7pm and at or before midnight (cl 17.1(a)).</p> <p>“Night Shift” means any shift finishing after midnight and at or before 8am (cl 17.1(b)).</p> <p>“Permanent Night Shift” means a shift of which the employee:</p> <ul style="list-style-type: none"> <li>Remains on night shift for a longer period than 4 consecutive weeks,</li> <li>Works night shift only, or</li> <li>Works a shift cycle that involves more than or equal to 2/3rds of working time being performed as night shift (i.e. less than 1/3rd of working time is</li> </ul>	<p>Minor grammatical changes.</p> <p>Confirmation that loadings will be treated in the same way as allowances and penalty rates where there are multiple which may apply.</p> <p>No material practical changes.</p>	<p>Afternoon Shift means any shift finishing after 6.00 pm and at or before midnight (cl 2.3). This is broader than the Proposed EA.</p> <p>Night Shift means any shift finishing after midnight and at or before 8.00 am (cl 2.3). This is consistent with the Proposed EA.</p> <p>An employee is on permanent night shift when the employee:</p> <ul style="list-style-type: none"> <li>Works night shift only,</li> <li>Remains on night shift longer than 4 consecutive weeks, and</li> <li>Works on a night shift which does not rotate or alternate so as to give the</li> </ul>	<p>Afternoon Shift means any shift finishing at or after 7pm and at or before midnight (cl 24.1). This is consistent with the Proposed EA.</p> <p>Night Shift means any shift finishing after midnight and at or before noon (cl 24.1). This is broader than the Proposed EA.</p> <p>Permanent night shift means an employee who:</p> <ul style="list-style-type: none"> <li>Works night shift only,</li> <li>Remains on night shift longer than 4 consecutive weeks, and</li> <li>Works on a night shift which does not rotate or alternate so as to give the employee at least 1/3<sup>rd</sup> of</li> </ul>	<p>Under the Building Award, shift work provisions are broken into to categories:</p> <p><b><u>General Building and Construction and Metal and Engineering Construction Sectors:</u></b></p> <p>Afternoon Shift means a shift starting at or after 1.00 pm and before 3.00 pm (cl 17.1(a)).</p> <p>Night Shift means a shift starting at or after 3.00 pm and before 11.00 pm (cl 17.1(a)).</p> <p>Early Morning Shift means a shift commencing at or after 11.00 pm and before 4.30 am (cl 17.1(a)).</p>	<p>Afternoon Shift means any shift finishing after 6.00 pm and at or before midnight (cl 33.2(b)(i)). This is broader than the Proposed EA.</p> <p>Night Shift means any shift finishing after midnight and at or before 8.00 am (cl 33.2(b)(iii)). This is consistent with the Proposed EA.</p> <p>Permanent night shift means an employee who:</p> <ul style="list-style-type: none"> <li>Works night shift only,</li> <li>Remains on night shift longer than 4 consecutive weeks, and</li> <li>Works on a night shift which does not rotate or alternate so as to give the</li> </ul>



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	<p>shift work that is not night shift).</p> <p>(cl 18.1(c)).</p> <p>If more than one allowance or penalty rate that applies to ordinary hours, only the highest allowance or penalty rate applies (cl 18.1(d)).</p>	<p>performed as day work or shift work that is not night shift).</p> <p>(cl 187.1(c)).</p> <p>If more than one allowance, loading or penalty rate that applies to ordinary hours, only the highest allowance, loading or penalty rate applies (cl 17.1(d)).</p>		<p>employee at least 1/3<sup>rd</sup> of their working time off night shift each cycle</p> <p>(cl 13.3(c)).</p> <p>While worded differently, this definition is consistent with the Proposed EA.</p>	<p>their working time off night shift each cycle</p> <p>(cl 24.1).</p> <p>While worded differently, this definition is consistent with the Proposed EA.</p> <p>Day Shift means any shift finishing after noon and at or before 7:00pm (cl 24.1). The Proposed EA does not contain a definition of day shift. However, in practice, day work is any work which is no shift work.</p>	<p>Morning Shift means a shift starting at or after 4.30 am and before 6.00 am (cl 17.1(a)).</p> <p>Early Afternoon Shift means a shift starting on or after 11.00 am and before 1.00 pm (cl 17.1(a)).</p> <p>These definitions differ to those in the Proposed EA as they are defined with respect to when they shifts start, as opposed to when they end, as well as there being more types of shifts defined.</p> <p>There is no equivalent to the permanent night shift definition in these sectors.</p> <p><b><u>Civil Construction Sector:</u></b></p> <p>Unlike the Proposed EA, the Building Award contains a definition of shiftwork for civil construction that narrows the application of the shift work provisions.</p> <p>Afternoon Shift means any shift starting at or after 10.00 am and before 8.00 pm (cl 17.2(a)). This differs from the Proposed EA as it defines the shift with respect to when is started, not when it finishes.</p> <p>Night Shift means any shift starting at or after 8.00 pm and before 6.00 am (cl 17.2(a)). This differs from the Proposed EA as it defines the shift with respect to when is started, not when it finishes.</p> <p>An employee is on permanent night shift when the employee:</p> <ul style="list-style-type: none"> <li>• Works night shift only,</li> <li>• Remains on night shift longer than 4 consecutive weeks, and</li> <li>• Works on a night shift which does not rotate or alternate so as to give the employee at least 1/3<sup>rd</sup> of</li> </ul>	<p>employee at least 1/3<sup>rd</sup> of their working time off night shift each cycle</p> <p>(cl 33.2(f)).</p> <p>While worded differently, this definition is consistent with the Proposed EA.</p>

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						<p>their working time off night shift each cycle</p> <p>except this does not apply where this occurs on the employee's own request (cl 17.2(n)).</p> <p>Day Shift means any shift starting on or after 6.00 am and before 10.00 am (cl 17.2(a)). The Proposed EA does not contain a definition of day shift. However, in practice, day work is any work which is no shift work.</p>	
<i>Shift Work – Ordinary Hours of Work</i>	The ordinary hours of shift workers will not exceed an average of 38 hours over up to a 4 week period, to be worked Monday to Sunday up to 12 hours per shift (or 10 hours where the employee is receiving the construction allowance) (cl 18.2).	The ordinary hours of shift workers will not exceed an average of 38 hours over up to a 4 week period, to be worked Monday to Sunday up to 12 hours per shift (or 10 hours where the employee is receiving the construction allowance) (cl 17.2).	Updated cross-references. No material practical difference.	<p>The Electrical Award divides shift worker entitlements between continuous shiftwork and non-continuous shiftwork. A continuous shiftworker is defined as an employee regularly engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 5 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts (cl 2.3).</p> <p><b><u>Continuous Shiftwork:</u></b></p> <p>The ordinary hours of continuous shiftworkers must average 38 hours per week and must not exceed 152 hours in 28 consecutive days (cl 13.10(b)). This is consistent with the Proposed EA.</p> <p>No more than 8 ordinary hours can be worked on a shift, except that up to 12 ordinary hours can be worked per shift with majority agreement (cl 13.10(c)(i)).</p> <p>Except at the regular change over of shifts, an employee must not be required to work more than one shift in each 24 hours (cl 13.10(c)(ii)). This is</p>	Shiftworkers may be required to work a shift of up to 12 consecutive ordinary hours (cl 13.3(a)). This is consistent with the Proposed EA (save and except with employees who are entitled to receive the construction allowance). Like day workers, ordinary hours of work will be an average of 38 hours per week (cl 13.1(a)).	<p><b><u>General Building and Construction and Metal and Engineering Construction Sectors:</u></b></p> <p>Each shift is 8 hours in duration (cl 17.1(e)). Otherwise, provisions of the award relating to hours of work, apply to shiftworkers (i.e an average of 38 ordinary hours per week) (cl 17.1(j)).</p> <p><b><u>Civil Construction Sector:</u></b></p> <p>The ordinary hours of work for shiftworkers will not exceed an average of 38 per week over a cycle of 2, 3 or 4 weeks (cl 17.2(c)(i)). A shift will consist of no more than 8 consecutive hours (cl 17.2(c)(ii)).</p>	<p>The Electrical Award divides shift worker entitlements between continuous shiftwork and non-continuous shiftwork. Continuous shiftwork means worked carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer (cl 17.3(b)).</p> <p><b><u>Continuous Shiftwork:</u></b></p> <p>The ordinary hours of continuous shiftworkers must average 38 hours per week and must not exceed 152 hours in 28 consecutive days (cl 17.3(c)). This is consistent with the Proposed EA. However, unlike the Proposed EA, the Manufacturing Award provides that the roster cycle can be extended to up to 12 months with majority agreement (cl 17.3(e)).</p> <p>No more than 8 ordinary hours can be worked on a shift, except that up to 12 ordinary hours can be worked per shift with majority agreement (cl 17.3(d), 17.5(c)).</p> <p>Except at the regular change over of shifts, an employee must not be required to work</p>

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				<p>not included in the Proposed EA.</p> <p><b><u>Non-Continuous Shiftwork:</u></b></p> <p>The ordinary hours of non-continuous shiftworkers must be an average 38 hours per week to be worked in one of the following patterns:</p> <ul style="list-style-type: none"> <li>38 hours within a period not exceeding 7 consecutive calendar days; or</li> <li>76 hours within a period not exceeding 14 consecutive calendar days; or</li> <li>114 hours within a period not exceeding 21 consecutive calendar days; or</li> <li>152 hours within a period not exceeding 28 consecutive day (cl 13.11(b)).</li> </ul> <p>No more than 8 ordinary hours can be worked on a shift, except that up to 12 ordinary hours can be worked per shift with majority agreement (cl 13.11(c)(i)).</p> <p>Except at the regular change over of shifts, an employee must not be required to work more than one shift in each 24 hours (cl 13.11(c)(iv)). This is not included in the Proposed EA.</p> <p>Ordinary hours must be worked continuously (cl 13.11(c)(ii)). This is not included in the Proposed EA.</p>			<p>more than one shift in each 24 hours (cl 17.3(f)). This is not included in the Proposed EA.</p> <p><b><u>Non-continuous Shiftwork:</u></b></p> <p>The ordinary hours of continuous shiftworkers must average 38 hours per week and must not exceed 152 hours in 28 consecutive days (cl 17.4(b)). This is consistent with the Proposed EA. However, unlike the Proposed EA, the Manufacturing Award provides that the roster cycle can be extended to up to 12 months with majority agreement (cl 17.4(d)).</p> <p>No more than 8 ordinary hours can be worked on a shift, except that up to 12 ordinary hours can be worked per shift with majority agreement (cl 17.4(c), 17.5(c)).</p> <p>Except at the regular change over of shifts, an employee must not be required to work more than one shift in each 24 hours (cl 17.4(f)). This is not included in the Proposed EA.</p> <p>Ordinary hours must be worked continuously (cl 17.4(e)). This is not included in the Proposed EA.</p>
<i>Shift Work – Rostering</i>	<p>A shift roster will specify the start and finishing times (cl 18.3).</p> <p>Rosters can be changed with 48 hours' notice (or a shorter period if agreed between the</p>	<p>A shift roster will specify the start and finishing times (cl 17.3).</p> <p>Rosters can be changed with 48 hours' notice (or a shorter period if agreed between the</p>	No change.	<p>The Electrical Award provides that a shift roster must specify starting and finishing times of ordinary hours (cl 13.12).</p> <p>If an employer does not provide at least 48 hours of a shift, penalty rates will be payable</p>	The Hydrocarbons Award does provide for arrangements for cycle work which is made up of working and non-working days (cl 13.4). See discussion re day workers for more information about this.	The Building Award provides for a mandatory RDO system (except if there is majority agreement that it is no practicable to work an RDO system) (cl 16.2 to 16.8, 17.2(d)). This is more detailed	The Manufacturing Award provides that the arrangements of when work is to be performed is to be agreed between the employer and the majority of affected employees (cl 17.5). This includes matters like how hours are to be

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	<p>Company and an employee) (cl 18.3).</p> <p>Different rosters may be required from time to time and subject to client, contract and logistical requirements. The number of hours worked each day will vary from client to client. This may include rosters based on a compressed cycle of worked days, followed by a cycle of non-working time or rostered days off (cl 18.4).</p> <p>The roster may require reasonable additional hours and may include rest and recreation (cl 18.5).</p>	<p>Company and an employee) (cl 17.3).</p> <p>Different rosters may be required from time to time and subject to client, contract and logistical requirements. The number of hours worked each day will vary from client to client. This may include rosters based on a compressed cycle of worked days, followed by a cycle of non-working time or rostered days off (cl 17.4).</p> <p>The roster may require reasonable additional hours and may include rest and recreation (cl 17.5).</p>		<p>under the Proposed EA (cl 2.3 &amp; 13.16).</p> <p>The Electrical Award does not provide for work cycle rosters.</p> <p>Reasonable additional hours are discussed below.</p>	<p>An employer can alter an employee's days of work or stating and finishing times by giving at least 48 hours' notice (or a shorter period, if the employee agrees to a shorter period) (cl 14.1(a)).</p> <p>Reasonable additional hours are discussed below.</p>	<p>than the provisions in the Proposed EA.</p> <p>The Building Award does not provide for work cycle rosters.</p> <p>Reasonable additional hours are discussed below.</p> <p><b><u>General Building and Construction and Metal and Engineering Construction Sectors:</u></b></p> <p>An employee must be given at least 48 hours' notice of the requirement to work shiftwork (cl 17.1(f)).</p> <p>The hours for shiftworkers, when fixed, must not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration must be given to the employee not later than the ceasing time of their previous shift (cl 17.1(g)).</p> <p><b><u>Civil Construction Sector:</u></b></p> <p>Shifts will be worked in accordance with a roster which:</p> <ul style="list-style-type: none"> <li>• provides for rotation of shifts unless all the employees concerned agree otherwise,</li> <li>• provides for not more than 8 shifts to be worked in any 9 consecutive days, and</li> <li>• specifies the starting and finishing times of each shift.</li> </ul> <p>(cl 17.2(b)).</p> <p>If an employer does not provide at least 48 hours of a shift, penalty rates would be payable.</p>	<p>averaged, the length of a workcycle, and RDOs.</p> <p>An employer can alter an employee's days of work or stating and finishing times by giving at least 48 hours' notice (or a shorter period, if the employee agrees to a shorter period) (cl 2 &amp; 33.2(g)).</p> <p>Reasonable additional hours are discussed below.</p>
<i>Shift Work – Breaks</i>	Employees are entitled to a paid break of 30 minutes to be taken no later than 5 hours after commencement (or at another time by agreement between the Company and the	Employees are entitled to a paid break of 30 minutes to be taken no later than 5 hours after commencement (or at another time by agreement between the Company and the	No change.	<p>All shiftworkers are entitled to a paid meal break of 20 minutes per shift (cl 14.1(b)).</p> <p>Continuous shiftworkers are entitled to a 20 minute break to be counted as time worked (cl 13.10(c)(iii)). They must not be</p>	A shiftworker working 10 hours or less will be entitled to a paid meal break of 20 minutes per shift. A shiftworker working for longer than 10 hours will be entitled to paid meal breaks totalling 40 minutes per shift (cl	Shiftworkers are entitled to a paid 30 minute break no later than 5 hours after the start of each shift (cl 18.2).	Continuous shiftworkers are entitled to a 20 minute paid meal break (cl 17.3(c), 18.2).
					The morning rest break and rest break during overtime provisions is the same for		Other than that, the breaks are the same for shiftworkers as

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	majority of relevant employees) (cl 18.6).	majority of relevant employees) (cl 17.6).		<p>required to work for more than 5 hours without a meal break (cl 13.10(c)(iv)).</p> <p>The timing of crib time for non-continuous shift workers is at the discretion of the employer, provided that an employee must not be required to work for more than 5 hours without a meal break (cl 13.11(c)(iii)).</p> <p>The morning rest break and rest break during overtime provisions is the same for shiftworkers as day workers (see discussion above).</p>	<p>15.2). An employee will not be required to work for more than 5 hours without a meal break (cl 15.3(b)).</p> <p>The rest break during overtime provisions is the same for shiftworkers as day workers (see discussion above).</p> <p>There is no provision for a morning rest break under the Hydrocarbons Award.</p>	<p>shiftworkers as day workers (except as set out below) (see discussion above).</p> <p>For the General Building and Construction and Metal and Engineering Construction Sectors, if shiftwork comprises 3 continuous and consecutive shifts of 8 hours each per day 20 minutes paid crib time will be provided each shift, instead of any other rest period or cessation of work provided in the Building Award (cl 17.1(e)).</p>	day workers (see discussion above).
<i>Shift Work – Shift Loadings</i>	<p>When working ordinary hours on shift work, employees will be paid as follows:</p> <ul style="list-style-type: none"> <li>If the employee works at least 5 successive shifts, Monday to Friday: 115% (cl 18.8),</li> <li>If the employee works less than 5 successive shifts, Monday to Friday: 150% for the first 2 hours and 200% thereafter (cl 18.9 &amp; Undertaking 4).,</li> <li>Permanent night shift: 130% (cl 18.10).</li> <li>Saturday shift (i.e. a shift where the majority of hours are worked between midnight on Friday and midnight on Saturday): 150% (cl 18.11(a), 18.12(a)),</li> <li>Sunday Shift (i.e. a shift where the majority of hours are worked between midnight on Saturday and midnight on Sunday): 200% (cl 18.11(b), 18.12(b)), and</li> <li>Public holiday shift (i.e. a shift where the majority of hours are worked on a Public Holiday): 250% (cl 18.11(c), 18.12(c)).</li> </ul>	<p>When working ordinary hours on shift work, employees will be paid as follows:</p> <ul style="list-style-type: none"> <li>If the employee works at least 5 successive shifts, Monday to Friday: 115% (cl 17.8),</li> <li>If the employee works less than 5 successive shifts, Monday to Friday: 150% for the first 2 hours and 200% thereafter (cl 17.9),</li> <li>Permanent night shift: 130% (cl 17.10).</li> <li>Saturday shift (i.e. a shift where the majority of hours are worked between midnight on Friday and midnight on Saturday): 150% (cl 17.11(a), 17.12(a)),</li> <li>Sunday Shift (i.e. a shift where the majority of hours are worked between midnight on Saturday and midnight on Sunday): 200% (cl 17.11(b), 17.12(b)), and</li> <li>Public holiday shift (i.e. a shift where the majority of hours are worked on a Public Holiday): 250% (cl 17.11(c), 17.12(c)).</li> </ul>	Updated cross references. No material practical difference.	<p>When working ordinary hours on shift work, employees will be paid as follows:</p> <ul style="list-style-type: none"> <li>If the employee works at least 5 successive shifts, Monday to Friday: 115% (cl 13.13(a)),</li> <li>If the employee works less than 5 successive shifts, Monday to Friday: 150% for the first 2 hours and 200% thereafter (cl 13.13(b)),</li> <li>Permanent night shift: 130% (cl 13.13(d)).</li> <li>The time worked on a Saturday: 150% (cl 13.14),</li> <li>The time worked on a Sunday: <ul style="list-style-type: none"> <li>Continuous shiftworkers: 200% (cl 13.15(a)), and</li> <li>Non-continuous shiftworkers: 200% (cl 13.15(b)),</li> </ul> </li> <li>The time worked on a public holiday: <ul style="list-style-type: none"> <li>Continuous shiftworkers: 200% (cl 13.15(a)), and</li> </ul> </li> </ul>	<p>When working ordinary hours on shift work, employees will be paid as follows:</p> <ul style="list-style-type: none"> <li>For permanent night shifts: 130% (cl 24.3(b)),</li> <li>For other shifts, Monday to Friday (cl 24.3(a)).</li> </ul> <p>There are no non-successive shift work rates under the Hydrocarbons Award.</p> <p>The Saturday, Sunday and public holiday rates above apply to shiftworkers.</p>	<p><b><u>General Building and Construction and Metal and Engineering Construction Sectors:</u></b></p> <p>When working ordinary hours on shift work, employees will be paid as follows:</p> <ul style="list-style-type: none"> <li>If the employee works at least 5 successive shifts, Monday to Friday: <ul style="list-style-type: none"> <li>Afternoon, night and early morning shift: 150% (cl 17.1(b)(i)),</li> <li>Morning and early afternoon shifts: 125% (cl 17.1(b)(ii))</li> </ul> </li> <li>Broken shifts (i.e. less than 38 ordinary hours worked over 5 consecutive shifts Monday to Friday): 150% for the first 2 hours and 20% thereafter (cl 17.1(d)).</li> </ul> <p>The Saturday and Sunday rates above apply to shiftworkers. However, an ordinary night shift starting before and extending beyond midnight on Friday will be regarded as a Friday shift (cl 17.1(h)).</p> <p>There is no permanent night shift rate.</p> <p><b><u>Civil Construction Sector:</u></b></p>	<p>When working ordinary hours on shift work, employees will be paid as follows:</p> <ul style="list-style-type: none"> <li>If the employee works at least 5 successive shifts, Monday to Friday: 115% (cl 33.2(d)),</li> <li>If the employee works a pattern of shift work which does not continue: <ul style="list-style-type: none"> <li>for at least 5 successive afternoon or night shifts or 6 successive afternoon or night shifts in a 6 day workshop (where no more than 8 ordinary hours are worked on each shift), or</li> <li>for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift, 150% for the first 3 hours and 200% for the remaining hours (cl 33.2(e)),</li> </ul> </li> <li>Permanent night shift: 130% (cl 33.2(f)),</li> <li>All work performed on a Saturday: 150% (cl 33.2(i)),</li> </ul>



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				<ul style="list-style-type: none"> <li>Non-continuous shiftworkers: 250% (cl 13.15(b)).</li> </ul> <p>If a shift commences between 11.00 pm and midnight on a Sunday or public holiday, it will not be considered to be a Sunday or public holiday shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday (cl 13.15(c)).</p> <p>Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift (cl 13.15(d)).</p>		<p>When working ordinary hours on shift work, employees will be paid as follows:</p> <ul style="list-style-type: none"> <li>If the employee works at least 5 successive shifts, Monday to Friday: 115% (cl 17.2(j)),</li> <li>If the employee works less than 5 successive shifts: 150% (cl 17.2(m)),</li> <li>Permanent night shift: 130% (cl 17.2(n)),</li> <li>Work on a Saturday: 150% (cl 17.2(k)),</li> <li>Work on Sunday or public holidays as per other provisions of the Award (cl 17.1(l)(i)).</li> </ul> <p>If a shift commences between 11.00 pm and midnight on a Sunday or public holiday, it will not be considered to be a Sunday or public holiday shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday (cl 17.1(l)(ii)).</p> <p>Where shifts fall partly on a Sunday or public holiday, the shift that has the major portion falling on the Sunday or a public holiday will be regarded as the Sunday / holiday shift (cl 17.1(l)(iii)).</p>	<ul style="list-style-type: none"> <li>Sunday: <ul style="list-style-type: none"> <li>Continuous shiftworker – where the major portion of the shift falls on a Sunday: 200% (cl 33.2(j)(i))</li> <li>Non-continuous shiftworker – all time worked on a Sunday: 200% (cl 33.2(j)(ii))</li> </ul> </li> <li>Public holiday: <ul style="list-style-type: none"> <li>Continuous shiftworker – where the major portion of the shift falls on a public holiday: 200% (cl 33.2(j)(i))</li> <li>Non-continuous shiftworker – all time worked on a public holiday: 250% (cl 33.2(j)(iii))</li> </ul> </li> </ul> <p>If a shift commences between 11.00 pm and midnight on a Sunday or public holiday, it will not be considered to be a Sunday or public holiday shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday will be regarded as time worked on the Sunday or public holiday (cl 33.2(j)(iv)).</p> <p>Where shifts fall partly on a public holiday, the shift that has the major portion falling on the public holiday will be regarded as the holiday shift (cl 33.2(j)(v)).</p>
<i>Overtime – Obligation to Work</i>	<p>All hours worked in excess of their ordinary hours on any day or roster cycle or outside of their spread of hours will be treated as overtime (cl 19.1).</p> <p>Employees agree to work reasonable overtime as required (cl 19.2). All overtime must be approved prior to commencement. Unapproved</p>	<p>All hours worked in excess of their ordinary hours on any day or roster cycle or outside of their spread of hours will be treated as overtime (cl 18.1).</p> <p>Employees agree to work reasonable overtime as required (cl 18.2). All overtime must be approved prior to commencement. Unapproved</p>	<p>Confirmation that loadings will be treated in the same way as allowances and penalty rates where an employee may on its face be eligible for more than one (highest of them applies). Also clarification that the allowances/penalty rates apply to time worked (other than ordinary time rate).</p>	<p>All work done outside of ordinary hours is paid at overtime rates (cl 20.1).</p> <p>Employees may be required to work reasonable overtime hours (cl 20.2(a)). An employee can refuse to work unreasonable overtime hours (cl 20.2(b)). The Electrical Award contains criteria for</p>	<p>Any time worked in addition or in excess of ordinary hours is treated as overtime (cl 23.1).</p>	<p>All time worked beyond an employee's ordinary hours will be treated as overtime (cl 29.4).</p> <p>Employees may be required to work reasonable overtime hours (cl 29.1(a)). An employee can refuse to work unreasonable overtime hours (cl 29.1(b)). The Building</p>	<p>Any work performed outside of ordinary hours is treated as overtime (cl 32.1(a), (b), (c)).</p> <p>Employees may be required to work reasonable overtime hours (cl 32.9(a)). An employee can refuse to work unreasonable overtime hours (cl 32.9(b)). The Electrical Award contains criteria for</p>

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	overtime will not be paid (cl 19.3).  If more than one allowance or penalty rate that applies to the ordinary time rate, only the highest allowance or penalty rate applies (cl 19.4).	overtime will not be paid (cl 18.3).  If more than one allowance, loading or penalty rate that applies to a particular time worked, only the highest allowance, loading or penalty rate applies (cl 18.4).	No material practical difference,	working out whether additional hours are reasonable (cl 20.2(c)). This is not included in the Proposed EA, however substantially the same as the <a href="#">NES</a> and, therefore, due to the operation of the NES precedence clause, any difference in relation to reasonable additional hours is of limited practical effect.		Award contains criteria for working out whether additional hours are reasonable (cl 29.1(c)). This is not included in the Proposed EA, however is substantially the same as the <a href="#">NES</a> and therefore, due to the operation of the NES precedence clause, any difference in relation to reasonable additional hours is of limited practical effect.	working out whether additional hours are reasonable (cl 32.9(c)). This is not included in the Proposed EA, however is substantially the same as the <a href="#">NES</a> and therefore, due to the operation of the NES precedence clause, any difference in relation to reasonable additional hours is of limited practical effect.
<i>Overtime – Overtime Penalties</i>	<p>Overtime will be paid as follows:</p> <ul style="list-style-type: none"> <li>Monday to Friday: 150% for the first 2 hours and 200% thereafter (cl 19.5),</li> <li>Saturday: 150% for the first 2 hours and 200% thereafter. Any overtime worked over 12 noon will be paid at 200% (cl 19.6).</li> <li>Sunday: 200%% (cl 19.7).</li> <li>Public holiday: 250% (cl 19.8)</li> </ul> <p>The minimum engagement when working overtime on a weekend/public holiday as follows:</p> <ul style="list-style-type: none"> <li>Saturday (which is not continuous with ordinary hours): 3 hours (cl 19.6).</li> <li>Saturday after Good Friday (which is not continuous with ordinary hours): 4 hours (cl 19.6).</li> <li>Sunday: 4 hours (cl 19.7).</li> <li>Public Holiday: 4 hours (cl 19.8).</li> </ul>	<p>Overtime will be paid as follows:</p> <ul style="list-style-type: none"> <li>Monday to Friday: 150% for the first 2 hours and 200% thereafter (cl 18.5),</li> <li>Saturday: 150% for the first 2 hours and 200% thereafter. Any overtime worked over 12 noon will be paid at 200% (cl 18.6).</li> <li>Sunday: 200%% (cl 18.7).</li> <li>Public holiday: 250% (cl 18.8)</li> </ul> <p>The minimum engagement when working overtime on a weekend/public holiday as follows:</p> <ul style="list-style-type: none"> <li>Saturday (which is not continuous with ordinary hours): 3 hours (cl 18.6).</li> <li>Saturday after Good Friday (which is not continuous with ordinary hours): 4 hours (cl 18.6).</li> <li>Sunday: 4 hours (cl 18.7).</li> <li>Public Holiday: 4 hours (cl 18.8).</li> </ul>	No change.	<p>Overtime will be paid as follows:</p> <ul style="list-style-type: none"> <li>Monday to Saturday: 150% for the first 2 hours and 200% thereafter (cl 20.1(a), (b)).</li> <li>Sunday: 200% (cl 20.4(a)).</li> <li>Public Holiday: 250% (cl 20.4(b)).</li> </ul> <p>This differs from the Proposed EA in that there is no specific entitlement for work performed after 12 noon on Saturday. Otherwise, it is consistent.</p> <p>Employees who work on a Saturday, Sunday, rostered day off or public holiday must be paid a minimum of 4 hours (cl 20.3). This is consistent with the Proposed EA, except with respect to Saturdays.</p>	<p>Overtime will be paid as follows:</p> <ul style="list-style-type: none"> <li>Monday to Saturday: 150% for the first 2 hours and 200% thereafter (cl 23.2(a), 23.2(a)).</li> <li>Sunday: 200% (cl 23.2(b), 23.3(b)).</li> <li>Public Holiday: 250% (cl 23.2(c), 23.3(c)).</li> </ul> <p>This differs from the Proposed EA in that there is no specific entitlement for work performed after 12 noon on Saturday. Otherwise, it is consistent.</p> <p>Continuous shiftworkers are entitled to overtime rates of 200% (cl 23.4). There is no similar entitlement under the Proposed EA.</p> <p>There is no minimum engagement under the Hydrocarbons Award.</p>	<p>Overtime will be paid as follows:</p> <ul style="list-style-type: none"> <li>Monday to Friday: 150% for the first 2 hours and 200% thereafter (cl 29.4),</li> <li>Saturday: 150% for the first 2 hours and 200% thereafter. Any overtime worked over 12 noon will be paid at 200% (cl 30.1(a), (b)).</li> <li>Saturday after Good Friday: 250% (cl 30.1(d)).</li> <li>Sunday: 200%% (cl 30.1(d)).</li> <li>Public holiday: 250% (cl 30.1(d))</li> </ul> <p>This differs from the Proposed EA in that under the Proposed EA there is no specific overtime rate for the Saturday after Good Friday, unless it is a declared public holiday. Otherwise, it is consistent.</p> <p>The minimum engagement when working overtime on a weekend/public holiday as follows:</p> <ul style="list-style-type: none"> <li>Saturday: 3 hours (cl 30.2(a)).</li> <li>Saturday after Good Friday: 4 hours (cl 30.2(b)).</li> <li>Sunday: 4 hours (cl 30.2(c)).</li> <li>Public Holiday: 4 hours (cl 30.2(d)).</li> </ul>	<p>Overtime will be paid as follows:</p> <ul style="list-style-type: none"> <li>Monday to Saturday: 150% for the first 3 hours and 200% thereafter (cl 32.2, 32.5).</li> <li>Sunday: 200% (cl 32.6)</li> <li>Public holiday: 250% (cl 32.7(a), (c)).</li> </ul> <p>Continuous shiftworkers are entitled to overtime rates of 200% (cl 32.4(a), 32.7(b)). There is no similar entitlement under the Proposed EA.</p> <p>The minimum engagement when working overtime on a weekend/public holiday as follows:</p> <ul style="list-style-type: none"> <li>Saturday (which is not continuous with overtime commenced on the previous day): 4 hours (cl 32.5).</li> <li>Sunday: 3 hours (cl 32.6).</li> <li>Public holiday: 3 hours (cl 32.7).</li> </ul> <p>These minimum engagements differ to those under the Proposed EA.</p>

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						This is consistent with the Proposed EA.	
<i>Overtime – Rest after Overtime</i>	<p>Employees are entitled to 10 hours off duty between workdays and shifts. If an employee works overtime such that there is less than 10 hours off duty, they are entitled to be absent without loss of pay for ordinary time occurring during the absence until they have had 10 hours off (cl 19.9).</p> <p>If employees are working afternoon or night shift, the break will be 8 hours (as opposed to 10 hours) when overtime is worked for the purpose of changing shift rosters or where a night or afternoon shift work does not report for duty and a day worker is required to replace them (cl 19.10).</p>	<p>Employees are entitled to 10 hours off duty between workdays and shifts. If an employee works overtime such that there is less than 10 hours off duty, they are entitled to be absent without loss of pay for ordinary time occurring during the absence until they have had 10 hours off (cl 18.9).</p> <p>If employees are working afternoon or night shift, the break will be 8 hours (as opposed to 10 hours) when overtime is worked for the purpose of changing shift rosters or where a night or afternoon shift work does not report for duty and a day worker is required to replace them (cl 18.10).</p>	No change.	<p>When an employee works overtime, they will be entitled to a 10 hour break between work on successive working days (cl 14.4(a)(i)). If an employee works overtime such that there is less than 10 hours off duty, they are entitled to be absent without loss of pay for ordinary time occurring during the absence until they have had 10 hours off (cl 14.4(a)(ii)). If an employee resumes work without 10 hours off duty, the employees will be paid overtime rates until they are released from duty for 10 hours (cl 14.4(a)(iii)). For shiftworkers, the break is 8 hours (cl 14.4(b)).</p> <p>A shiftworker, when going on shift, changing shift or returning to day work is entitled to a 10 hour break and will not suffer a loss of ordinary pay because of the break (cl 13.17(a)). If the employee is required to work without the break, they will be paid at a rate of 200% until they are released from duty for 10 hours (cl 13.17(b)).</p> <p>This is similar to the Proposed EA, except:</p> <ul style="list-style-type: none"> <li>The provisions in the Electrical Award only apply to days where the employee works overtime and in certain circumstances with respect to shiftwork.</li> <li>There are no penalty rates payable under the Proposed EA if they are required to work without the break.</li> <li>The circumstances where shiftworkers are only entitled to an 8 hour break are narrower under the</li> </ul>	<p>When an employee works overtime, they will be entitled to a 10 hour break between work on successive working days (cl 15.4(a)(i)). If an employee works overtime such that there is less than 10 hours off duty, they are entitled to be absent without loss of pay for ordinary time occurring during the absence until they have had 10 hours off (cl 15.4(a)(ii)). If an employee resumes work without 10 hours off duty, the employees will be paid overtime rates until they are released from duty for 10 hours (cl 14.5(a)(iii)). For shiftworkers, the break is 8 hours (cl 15.4(b)).</p> <p>This is similar to the Proposed EA, except:</p> <ul style="list-style-type: none"> <li>The provisions in the Hydrocarbons Award only apply to days where the employee works overtime.</li> <li>There are no penalty rates payable under the Proposed EA if they are required to work without the break.</li> <li>The circumstances where shiftworkers are only entitled to an 8 hour break are narrower under the Proposed EA than the Hydrocarbons Award.</li> </ul>	<p>When an employee works overtime, they will be entitled to a 10 hour break between work on successive working days. If an employee works overtime such that there is less than 10 hours off duty, they are entitled to be absent without loss of pay for ordinary time occurring during the absence until they have had 10 hours off (cl 29.8(a)). If an employee resumes work without 10 hours off duty, the employees will be paid at a rate of 200% until they are released from duty for 10 hours (cl 29.8(d)). For shiftworkers, the break is 8 hours when overtime is worked:</p> <ul style="list-style-type: none"> <li>For the purpose of changing shift rosters; or</li> <li>Where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or</li> <li>Where a shift is worked by arrangement between the employees themselves (cl 29.8(e)).</li> </ul> <p>This is similar to the Proposed EA, except:</p> <ul style="list-style-type: none"> <li>The provisions in the Building Award only apply to days where the employee works overtime.</li> <li>There are no penalty rates payable under the Proposed EA if they are required to work without the break.</li> </ul>	<p>When an employee works overtime, they will be entitled to a 10 hour break between work on successive working days (cl 32.12(b)). If an employee, other than a casual, works overtime such that there is less than 10 hours off duty, they are entitled to be absent without loss of pay for ordinary time occurring during the absence until they have had 10 hours off (cl 32.12(c)). If an employee resumes work without 10 hours off duty, the employees will be paid at a rate of 200% until they are released from duty for 10 hours (cl 32.12(d)). For shiftworkers, the break is 8 hours when overtime is worked:</p> <ul style="list-style-type: none"> <li>For the purpose of changing shift rosters; or</li> <li>Where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace such shiftworker; or</li> <li>Where a shift is worked by arrangement between the employees themselves (cl 32.12(f)).</li> </ul> <p>If an employee and employer agrees, they can reduce the break from 10 hours to 8 hours (cl 32.12(e)).</p> <p>This is similar to the Proposed EA, except:</p> <ul style="list-style-type: none"> <li>The provisions in the Manufacturing Award only apply to days where the employee works overtime.</li> <li>There are no penalty rates payable under the Proposed EA if they are required to work without the break.</li> </ul>

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				Proposed EA than the Electrical Award.			<ul style="list-style-type: none"> <li>The Proposed EA does not contain capacity for the employer and employee agree to a shorter break period.</li> </ul>
<i>Overtime – Call Back</i>	If an employee is called back to work overtime after leading the workplace, they will be paid for a minimum of 4 hours work at 200%. Any subsequent recalls during the same 24 hour period will be paid on the basis of time worked (cl 19.11).	If an employee is called back to work overtime after leading the workplace, they will be paid for a minimum of 4 hours work at 200%. Any subsequent recalls during the same 24 hour period will be paid on the basis of time worked. Overtime worked in this cause will not be regarded as overtime for the purposes of the rest break in clause 18.10, if the time worked is less than 3 hours on the call back (cl 18.11).	Additional confirmation as to how the call back impacts the break between shifts, and particularly confirming that where an employee is called back, that time will not be counted as overtime for the purpose of the 10 hour break between shifts except where the employee actually works three or more hours.	<p>If an employee is called back to work overtime after leading the workplace, they will be paid for a minimum of 4 hours work at the appropriate rate (which may be less than 200%) (cl 20.5(a)). This does not apply where it is customary for an employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time (cl 20.5(b)). This limitation is not included in the Proposed EA.</p> <p>The Electrical Award does not specify how recalls work with the break after overtime.</p>	<p>If an employee is called back to work overtime after leading the workplace, they will be paid for a minimum of 4 hours work at the appropriate overtime rate (which may be less than 200%) (cl 23.2(d), 23.3(d)).</p> <p>The Hydrocarbons Award does not specify how recalls work with the break after overtime.</p>	<p>If an employee is called back to work overtime after leading the workplace, they will be paid for a minimum of 3 hours work at the appropriate rate (which may be less than 200%) (cl 29.5(a), (b)). This minimum engagement is less than the Proposed EA.</p> <p>This does not apply where it is customary for an employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time (cl 29.5(c)). This limitation is not included in the Proposed EA.</p> <p>There are special call out provisions for call outs for shiftworkers in the civil construction sector. In particular, a shiftworker called out to work after finishing their normal working time and after they have left work for the shift, or called out to work on a day on which they are rostered off, must be paid for a minimum of 3 hours' work calculated at 200% of the ordinary hourly rate for each occasion the shiftworker is called out (cl 17.2(o)).</p>	<p>If an employee is called back to work overtime after leading the workplace, they will be paid for:</p> <ul style="list-style-type: none"> <li>For a minimum of 4 hours at 150% for the first 3 hours and 200% thereafter; or</li> <li>If the employee is a continuous shiftworker, at 200% for the full period (cl 32.13(b)).</li> </ul> <p>If an employee is required to regularly hold themselves in readiness for a call back they must be paid for a minimum of 3 hours work at the appropriate overtime rate (cl 32.13). There is no similar reduction in the Proposed EA.</p> <p>If an employee is recalled more than once between ordinary hours one day and the commencement of ordinary hours on the next working day, they are entitled to the minimum payment for each call back. However, only the time worked is counted towards working out the overtime rate applicable (cl 32.13(d)). This differs from the Award.</p> <p>This does not apply where it is customary for an employee to return to work to perform a specific job outside normal working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time (cl 32.13(f)).</p> <p>Consistent with the Proposed EA, overtime worked in this cause will not be regarded as overtime for the purposes of the rest break in clause 18.10, if</p>

**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

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							the time worked is less than 3 hours on the call back (cl 32.13(g)).																																																																		
<i>Classifications</i>	<p>Employees will be classified based on whether management have determined the employees have the necessary certification, qualifications and skills so as to adequately perform the tasks required to satisfactorily complete the job (cl 20.1).</p> <p>The Proposed EA contains the following classifications with corresponding definitions:</p> <ul style="list-style-type: none"><li>Level 1a</li><li>Level 1</li><li>Level 2</li><li>Level 3 – Semi Skilled</li><li>Level 4 – Base Trade</li><li>Level 5 – Special Class</li><li>Level 6 – Advance Trade (cl 20.1).</li></ul>	<p>Employees will be classified based on whether management have determined the employees have the necessary certification, qualifications and skills so as to adequately perform the tasks required to satisfactorily complete the job (cl 19.1).</p> <p>The Proposed EA contains the following classifications with corresponding definitions:</p> <ul style="list-style-type: none"><li>Level 1a</li><li>Level 1</li><li>Level 2</li><li>Level 3 – Semi Skilled</li><li>Level 4 – Base Trade</li><li>Level 5 – Special Class</li><li>Level 6 – Advance Trade (cl 19.1).</li></ul>	No change.	<p>The Electrical Award contains the following classification with corresponding definitions:</p> <ul style="list-style-type: none"><li>Electrical Worker Grade 1</li><li>Electrical Worker Grade 2</li><li>Electrical Worker Grade 3</li><li>Electrical Worker Grade 4</li><li>Electrical Worker Grade 5</li><li>Electrical Worker Grade 6</li><li>Electrical Worker Grade 7</li><li>Electrical Worker Grade 8</li><li>Electrical Worker Grade 9</li><li>Electrical Worker Grade 10 (Sch A).</li></ul> <p>The classification structure in the Proposed EA is different from the Awards. You should carefully check the classification structure as it is different from the Awards. Contact the Contact Person if you do not understand what classification you are engaged in or otherwise require assistance understanding how the classification structure operates or may apply to you, or any other employee who is or may be covered by the Proposed EA.</p>	<p>The Hydrocarbons Award contains the following classification with corresponding definitions:</p> <ul style="list-style-type: none"><li>Entry Level—Introductory</li><li>Level 1—Basic</li><li>Level 2—Intermediate</li><li>Level 3—Competent</li><li>Level 4—Advanced</li><li>Level 5—Advanced Specialist</li><li>Level 6—Dual Trade</li><li>Level 7—Dual Trade Instrument Technician (Sch A).</li></ul> <p>See discussion in the Electrical Award re difference in classification structure.</p>	<p>The Building Award contains the following classification with corresponding definitions:</p> <ul style="list-style-type: none"><li>Level 9 (ECW 9)</li><li>Level 8 (CW/ECW 8)</li><li>Level 7 (CW/ECW 7)</li><li>Level 6 (CW/ECW 6)</li><li>Level 5 (CW/ECW 5)</li><li>Level 4 (CW/ECW 4)</li><li>Level 3 (CW/ECW 3)</li><li>Level 2 (CW/ECW 2)</li><li>Level 1 (CW/ECW 1)—CW/ECW 1 (level d)</li><li>Level 1 (CW/ECW 1)—CW/ECW 1 (level c)</li><li>Level 1 (CW/ECW 1)—CW/ECW 1 (level b)</li><li>Level 1 (CW/ECW 1)—CW/ECW1 (level a) (Sch A).</li></ul> <p>See discussion in the Electrical Award re difference in classification structure.</p>	<p>The Manufacturing Award contains the following classification with corresponding definitions:</p> <ul style="list-style-type: none"><li>C14</li><li>C13</li><li>C12</li><li>C11</li><li>C10</li><li>C9</li><li>C8</li><li>C7</li><li>C6</li><li>C5</li><li>C4</li><li>C3</li><li>C2(a)</li><li>C2(b) (Sch A).</li></ul> <p>See discussion in the Electrical Award re difference in classification structure.</p>																																																																		
<i>Wage Rates</i>	<table><tr><th>Classification</th><th>Rate</th></tr><tr><td>Level 1a</td><td>\$22.21</td></tr><tr><td>Level 1</td><td>\$23.04</td></tr><tr><td>Level 2</td><td>\$24.91</td></tr><tr><td>Level 3 – Semi Skilled</td><td>\$25.95</td></tr><tr><td>Level 4 – Base Trade</td><td>\$28.03</td></tr></table>	Classification	Rate	Level 1a	\$22.21	Level 1	\$23.04	Level 2	\$24.91	Level 3 – Semi Skilled	\$25.95	Level 4 – Base Trade	\$28.03	<table><tr><th>Classification</th><th>Rate</th></tr><tr><td>Level 1a</td><td>\$25.72</td></tr><tr><td>Level 1</td><td>\$26.68</td></tr><tr><td>Level 2</td><td>\$28.85</td></tr><tr><td>Level 3 – Semi Skilled</td><td>\$30.06</td></tr><tr><td>Level 4 – Base Trade</td><td>\$32.46</td></tr></table>	Classification	Rate	Level 1a	\$25.72	Level 1	\$26.68	Level 2	\$28.85	Level 3 – Semi Skilled	\$30.06	Level 4 – Base Trade	\$32.46	The rates payable under the Proposed EA are significantly above those in the Current EA.	<table><tr><th>Classification</th><th>Rate</th></tr><tr><td>Electrical worker grade 1</td><td>\$23.79</td></tr><tr><td>Electrical worker grade 2</td><td>\$24.59</td></tr><tr><td>Electrical worker grade 3</td><td>\$25.41</td></tr><tr><td>Electrical worker grade 4</td><td>\$26.23</td></tr></table>	Classification	Rate	Electrical worker grade 1	\$23.79	Electrical worker grade 2	\$24.59	Electrical worker grade 3	\$25.41	Electrical worker grade 4	\$26.23	<table><tr><th>Classification</th><th>Rate</th></tr><tr><td>Entry Level—Introductory</td><td>\$24.28</td></tr><tr><td>Level 1—Basic</td><td>\$25.42</td></tr><tr><td>Level 2—Intermediate</td><td>\$26.36</td></tr><tr><td>Level 3—Competent</td><td>\$27.17</td></tr></table>	Classification	Rate	Entry Level—Introductory	\$24.28	Level 1—Basic	\$25.42	Level 2—Intermediate	\$26.36	Level 3—Competent	\$27.17	<table><tr><th>Classification</th><th>Rate</th></tr><tr><td>Level 9 (ECW 9)</td><td>\$31.78</td></tr><tr><td>Level 8 (CW/ECW 8)</td><td>\$31.23</td></tr><tr><td>Level 7 (CW/ECW 7)</td><td>\$30.49</td></tr><tr><td>Level 6 (CW/ECW 6)</td><td>\$29.64</td></tr></table>	Classification	Rate	Level 9 (ECW 9)	\$31.78	Level 8 (CW/ECW 8)	\$31.23	Level 7 (CW/ECW 7)	\$30.49	Level 6 (CW/ECW 6)	\$29.64	<table><tr><th>Classification</th><th>Rate</th></tr><tr><td>C14</td><td>\$23.46</td></tr><tr><td>C13</td><td>\$24.10</td></tr><tr><td>C12</td><td>\$24.98</td></tr><tr><td>C11</td><td>\$25.80</td></tr><tr><td>C10</td><td>\$27.17</td></tr></table>	Classification	Rate	C14	\$23.46	C13	\$24.10	C12	\$24.98	C11	\$25.80	C10	\$27.17
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**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

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	<table><tr><td>Level 5 - Special class trade</td><td>\$30.10</td></tr><tr><td>Level 6 - Advance trade</td><td>\$32.18</td></tr></table>	Level 5 - Special class trade	\$30.10	Level 6 - Advance trade	\$32.18		<table><tr><td>Level 5 - Special class trade</td><td>\$34.86</td></tr><tr><td>Level 6 - Advance trade</td><td>\$37.27</td></tr></table>	Level 5 - Special class trade	\$34.86	Level 6 - Advance trade	\$37.27			<table><tr><td>Electrical worker grade 5</td><td>\$27.17</td></tr><tr><td>Electrical worker grade 6</td><td>\$28.02</td></tr><tr><td>Electrical worker grade 7</td><td>\$29.64</td></tr><tr><td>Electrical worker grade 8</td><td>\$31.14</td></tr><tr><td>Electrical worker grade 9</td><td>\$31.78</td></tr><tr><td>Electrical worker grade 10</td><td>\$34.34</td></tr></table>	Electrical worker grade 5	\$27.17	Electrical worker grade 6	\$28.02	Electrical worker grade 7	\$29.64	Electrical worker grade 8	\$31.14	Electrical worker grade 9	\$31.78	Electrical worker grade 10	\$34.34		<table><tr><td>Level 4—Advanced</td><td>\$28.98</td></tr><tr><td>Level 5—Advanced Specialist</td><td>\$30.87</td></tr><tr><td>Level 6—Dual Trade</td><td>\$32.38</td></tr><tr><td>Level 7—Dual Trade Instrument Technician</td><td>\$33.69</td></tr></table>	Level 4—Advanced	\$28.98	Level 5—Advanced Specialist	\$30.87	Level 6—Dual Trade	\$32.38	Level 7—Dual Trade Instrument Technician	\$33.69		<table><tr><td>Level 5 (CW/ECW 5)</td><td>\$28.88</td></tr><tr><td>Level 4 (CW/ECW 4)</td><td>\$28.02</td></tr><tr><td>Level 3 (CW/ECW 3)</td><td>\$27.17</td></tr><tr><td>Level 2 (CW/ECW 2)</td><td>\$26.4</td></tr><tr><td>Level 1 (CW/ECW 1)—CW/ECW 1 (level d)</td><td>\$25.88</td></tr><tr><td>Level 1 (CW/ECW 1)—CW/ECW 1 (level c)</td><td>\$25.42</td></tr><tr><td>Level 1 (CW/ECW 1)—CW/ECW 1 (level b)</td><td>\$25.08</td></tr><tr><td>Level 1 (CW/ECW 1)—CW/ECW1 (level a)</td><td>\$24.6</td></tr></table>	Level 5 (CW/ECW 5)	\$28.88	Level 4 (CW/ECW 4)	\$28.02	Level 3 (CW/ECW 3)	\$27.17	Level 2 (CW/ECW 2)	\$26.4	Level 1 (CW/ECW 1)—CW/ECW 1 (level d)	\$25.88	Level 1 (CW/ECW 1)—CW/ECW 1 (level c)	\$25.42	Level 1 (CW/ECW 1)—CW/ECW 1 (level b)	\$25.08	Level 1 (CW/ECW 1)—CW/ECW1 (level a)	\$24.6		<table><tr><td>C9</td><td>\$28.02</td></tr><tr><td>C8</td><td>\$28.87</td></tr><tr><td>C7</td><td>\$29.64</td></tr><tr><td>C6</td><td>\$31.14</td></tr><tr><td>C5</td><td>\$31.78</td></tr><tr><td>C4</td><td>\$32.63</td></tr><tr><td>C3</td><td>\$34.34</td></tr><tr><td>C2(a)</td><td>\$35.20</td></tr><tr><td>C2(b)</td><td>\$36.74</td></tr></table>	C9	\$28.02	C8	\$28.87	C7	\$29.64	C6	\$31.14	C5	\$31.78	C4	\$32.63	C3	\$34.34	C2(a)	\$35.20	C2(b)	\$36.74	
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<i>Apprentices – Wage Rates</i>	Apprentices are paid the following percentages of the Level 4 rate:		Apprentices are paid the following percentages of the Level 4 rate:		Updated cross-references. Minor grammatical changes. No material practical changes.	<b><u>Junior Apprentices:</u></b>  Junior apprentices who commence their apprenticeships on or after 1 January 2014. will be paid the	<b><u>Junior Apprentices:</u></b>  Junior apprentices who commence their apprenticeships on or after 1 January 2014. will be paid the	<b><u>Junior Apprentices:</u></b>  Junior apprentices who commence their apprenticeships on or after 1 January 2014. will be paid the	<b><u>Junior Apprentices:</u></b>  Junior apprentices who commence their apprenticeships on or after 1 January 2014. will be paid the	Apprentices who commence their apprenticeships on or after 1 January 2014, will be paid the following rates:																																																																	

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	<table><tr><th>Year of Apprenticeship</th><th>Other than Adult Apprentice</th><th>Adult (aged 21+)</th></tr><tr><td>Stage 1</td><td>55%</td><td>80%</td></tr><tr><td>Stage 2</td><td>65%</td><td>82%</td></tr><tr><td>Stage 3</td><td>75%</td><td>85%</td></tr><tr><td>Stage 4</td><td>90%</td><td>90%</td></tr></table> <p>(cl 20.2)</p> <p>Where employees commence as an adult apprentice (someone aged over 21 years) shall be paid no less than the Level 1 rate (cl 20.2).</p>	Year of Apprenticeship	Other than Adult Apprentice	Adult (aged 21+)	Stage 1	55%	80%	Stage 2	65%	82%	Stage 3	75%	85%	Stage 4	90%	90%			<table><tr><th>Year of Apprenticeship</th><th>Other than Adult Apprentice</th><th>Adult (aged 21+)</th></tr><tr><td>Stage 1</td><td>55%</td><td>80%</td></tr><tr><td>Stage 2</td><td>65%</td><td>82%</td></tr><tr><td>Stage 3</td><td>75%</td><td>85%</td></tr><tr><td>Stage 4</td><td>90%</td><td>90%</td></tr></table> <p>(cl 20.2)</p> <p>Where employees commence as an adult apprentice (someone aged over 21 years) shall be paid no less than the Level 1 rate (cl 20.2).</p>	Year of Apprenticeship	Other than Adult Apprentice	Adult (aged 21+)	Stage 1	55%	80%	Stage 2	65%	82%	Stage 3	75%	85%	Stage 4	90%	90%		<p>following percentages of the Electrical Worker Grade 5 rate:</p> <table><tr><th>Year</th><th>Not completed Year 12</th><th>Completed Year 12</th></tr><tr><td>1st year</td><td>50%</td><td>55%</td></tr><tr><td>2nd year</td><td>60%</td><td>65%</td></tr><tr><td>3rd year</td><td>70%</td><td>70%</td></tr><tr><td>4th year</td><td>82%</td><td>82%</td></tr></table> <p>(cl 16.4(a)(ii))</p> <p>NB: Junior apprentices who commenced their apprenticeships before 1 January 2014 are paid different percentages, however practically, it is unlikely that the Company will employ any such employees. If you have questions about this, please contact the Contact Person.</p> <p>Junior apprentices are also entitled to various allowances, some at the full rate and others at the percentages above (cl 16.4(a)(iii), (iv)). Under the Proposed EA, apprentices are entitled to the allowances at their full amount when the entitlement arises.</p> <p><b><u>Adult Apprentices:</u></b></p> <p>An adult apprentice is a person who is 21 years of age or over at the time of entering into a training contract for an apprenticeship (cl 2.3).</p> <p>Adult apprentices who commence their apprenticeships on or after 1 January 2014, will be paid the following rates:</p> <ul style="list-style-type: none"><li>1<sup>st</sup> year: 80% of the Electrical Worker Grade 5,</li></ul>	Year	Not completed Year 12	Completed Year 12	1st year	50%	55%	2nd year	60%	65%	3rd year	70%	70%	4th year	82%	82%	<p>following percentages of the Level 3 rate:</p> <table><tr><th>Year</th><th>Not completed Year 12</th><th>Completed Year 12</th></tr><tr><td>1st year</td><td>50%</td><td>55%</td></tr><tr><td>2nd year</td><td>60%</td><td>65%</td></tr><tr><td>3rd year</td><td>70%</td><td>75%</td></tr><tr><td>4th year</td><td>88%</td><td>88%</td></tr></table> <p>(cl 16.3(b))</p> <p>NB: Junior apprentices who commenced their apprenticeships before 1 January 2014 are paid different percentages, however practically, it is unlikely that the Company will employ any such employees. If you have questions about this, please contact the Contact Person.</p> <p><b><u>Adult Apprentices:</u></b></p> <p>An adult apprentice is an apprentice who is 21 years of age or over at the commencement of their apprenticeship (cl 2).</p> <p>Adult apprentices who commence their apprenticeships on or after 1 January 2014, will be paid the following rates:</p> <ul style="list-style-type: none"><li>1<sup>st</sup> year: the greater of 80% of the Level 3 rate or the rate they would receive as a junior apprentice,</li><li>All other years: the greater of the Entry Level – Introductory rate or the rate they would receive as a junior apprentice (cl 16.33(c)(i), (ii)).</li></ul>	Year	Not completed Year 12	Completed Year 12	1st year	50%	55%	2nd year	60%	65%	3rd year	70%	75%	4th year	88%	88%	<p>following percentages of the CW/ECW3 rate:</p> <p><u>4 year apprenticeship:</u></p> <table><tr><th>Stage</th><th>Not completed Year 12</th><th>Completed Year 12</th></tr><tr><td>Stage 1</td><td>50%</td><td>55%</td></tr><tr><td>Stage 2</td><td>60%</td><td>65%</td></tr><tr><td>Stage 3</td><td>75%</td><td>75%</td></tr><tr><td>Stage 4</td><td>90%</td><td>90%</td></tr></table> <p><u>3 year apprenticeship:</u></p> <table><tr><th>Stage</th><th>Percentage</th></tr><tr><td>Stage 1</td><td>55%</td></tr><tr><td>Stage 2</td><td>75%</td></tr><tr><td>Stage 3</td><td>90%</td></tr></table> <p>(cl 19.7(b)(i)).</p> <p>NB: Junior apprentices who commenced their apprenticeships before 1 January 2014 are paid different percentages, however practically, it is unlikely that the Company will employ any such employees. If you have questions about this, please contact the Contact Person.</p> <p><b><u>Adult Apprentices:</u></b></p> <p>An adult apprentice is an employee who is 21 years of age or over at the time of signing the contract of training (cl 14.1(a)).</p> <p>Adult apprentices will be paid the greater of the CW/ECW1(a) rate or the rate they would receive as a junior apprentice</p> <p>If a person was employed by an employer immediately prior</p>	Stage	Not completed Year 12	Completed Year 12	Stage 1	50%	55%	Stage 2	60%	65%	Stage 3	75%	75%	Stage 4	90%	90%	Stage	Percentage	Stage 1	55%	Stage 2	75%	Stage 3	90%	<table><tr><td></td><td>Not completed year 12</td><td>Completed year 12</td></tr><tr><td>Stage</td><td>% of C10</td><td>% of C10 or classification</td></tr><tr><td>1</td><td>50%</td><td>55%</td></tr><tr><td>2</td><td>60%</td><td>65%</td></tr><tr><td>3</td><td>75%</td><td>75%</td></tr><tr><td>4</td><td>88%</td><td>C12</td></tr></table> <table><tr><td>Stage</td><td>Adult Apprentice  % of C10 or classification</td></tr><tr><td>1</td><td>80%</td></tr><tr><td>2</td><td>C14</td></tr><tr><td>3</td><td>C13</td></tr><tr><td>4</td><td>C12</td></tr></table> <p>(cl 21.6, 22.2).</p> <p>NB: Apprentices who commenced their apprenticeships before 1 January 2014 are paid different percentages, however practically, it is unlikely that the Company will employ any such employees. If you have questions about this, please contact the Contact Person.</p> <p>A person employed by an employer under the Manufacturing Award immediately prior to entering into a training contract as an adult apprentice with that employer must not suffer a reduction in their minimum rate by virtue of entering into the apprenticeship (cl 22.1).</p> <p>Adult apprentices means a person of 21 years of age or</p>		Not completed year 12	Completed year 12	Stage	% of C10	% of C10 or classification	1	50%	55%	2	60%	65%	3	75%	75%	4	88%	C12	Stage	Adult Apprentice  % of C10 or classification	1	80%	2	C14	3	C13	4	C12
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Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments

Topic	Skout Solutions Industrial Enterprise Agreement 2019 (Current EA)	Skout Solutions Industrial Enterprise Agreement 2024 (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)														
				<ul style="list-style-type: none"><li>All other years: EW1 rate. (cl 16.4(b)(v))</li></ul> <p>NB: Adult apprentices who commenced their apprenticeships before 1 January 2014 are paid different percentages, however practically, it is unlikely that the Company will employ any such employees. If you have questions about this, please contact the Contact Person.</p> <p>Adult apprentices are also entitled to various allowances, some at the full rate and others at percentages of the full amount (cl 16.4(b)(vi), (vii)). Under the Proposed EA, apprentices are entitled to the allowances at their full amount when the entitlement arises.</p> <p>If an adult apprentice has been employed by the employer under the Electrical Award immediately before commencing their apprenticeship for at least 6 months as a full-time employee, or 12 months as a part-time or regular casual employee, they must not suffer a reduction in their minimum wage by entering into their adult apprenticeship (cl 16.4(b)(i)). There is no similar entitlement under the Proposed EA.</p>	If an adult apprentice has been employed by the employer under the Hydrocarbons Award immediately before commencing their apprenticeship for at least 6 months as a full-time employee, or 12 months as a part-time or regular casual employee, they must not suffer a reduction in their minimum wage by entering into their adult apprenticeship (cl 16.3(c)(iii)). There is no similar entitlement under the Proposed EA.	to becoming an adult apprentice with that employer, the person will not suffer a reduction in the ordinary hourly rate of pay by virtue of entering into the apprenticeship (cl 19.8(a)). For employees in the general building and construction, and civil construction sectors, this will only apply if the employee has been employed for at least 6 months as a full-time employee or 12 months as a part-time or regular casual employee (cl 19.8(b)). There is no similar entitlement under the Proposed EA.	over at the time of entering into a training contract (cl 2).														
<i>Leading Hand Allowance</i>	An employee specifically appointed in writing by the Company and performing the duties of a leading hand will be paid a flat per hour rate of \$1.03 per hour. The appointment for an employee as a leading hand (i.e. to supervise, direct or be in charge of employees) is at the employer's discretion. If the Company no longer requires an employee to be a leading hand the employee will be advised in writing and the	An employee specifically appointed in writing by the Company and performing the duties of a leading hand will be paid a flat per hour rate of \$1.25 per hour. The appointment for an employee as a leading hand (i.e. to supervise, direct or be in charge of employees) is at the employer's discretion. If the Company no longer requires an employee to be a leading hand the employee will be advised in writing and the leading hand	Increase to the monetary value of the allowance, otherwise no change.	A leading hand is any electrical worker (other than a supervisor or foreperson) who is placed in charge of work on which 3 or more employees, in addition to the electrical worker, are engaged (cl 2.3). There is no minimum number of people the leading hand is entitled to be in charge of under the Proposed EA.  A person specifically appointed as a leading hand will be paid the rates below above the rates of the highest classification	Leading hands must be paid a weekly allowance of: <table><tr><th>In charge of:</th><th>\$ per week</th></tr><tr><td>3 to 10 employees</td><td>29.32</td></tr><tr><td>11 to 20 employees</td><td>46.35</td></tr><tr><td>More than 20 employees</td><td>58.63</td></tr></table>	In charge of:	\$ per week	3 to 10 employees	29.32	11 to 20 employees	46.35	More than 20 employees	58.63	A leading hand is an employee who is required to supervise or direct or be in charge of another employee or other employees (cl 2). This is substantially similar to the Proposed EA.  A person specifically appointed as a leading hand must be paid at the rate of the following percentages of the weekly rates of the highest classification supervised, or the	An employee who is appointed by the employer to be a leading hand must be paid an allowance each week as follows: <table><tr><th>In charge of:</th><th>\$ per week</th></tr><tr><td>3 to 10 employees</td><td>45.18</td></tr><tr><td>11 to 20 employees</td><td>67.49</td></tr></table>	In charge of:	\$ per week	3 to 10 employees	45.18	11 to 20 employees	67.49
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**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	Skout Solutions Industrial Enterprise Agreement 2019 (Current EA)	Skout Solutions Industrial Enterprise Agreement 2024 (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on Electrical, Electronic and Communications Contracting Award 2020 (Electrical Award)	Comments on Hydrocarbons Industry (Upstream) Award 2020 (Hydrocarbons Award)	Comments on Building and Construction General On-site Award 2020 (Building Award)	Comments on Manufacturing and Associated Industries and Occupations Award 2020 (Manufacturing Award)																				
	leading hand allowance will no longer be payable (cl 21.1).	allowance will no longer be payable (cl 21.1).		<div>supervised, or their own rate, whichever is the highest:</div> <table><tr><th>In charge of:</th><th>\$ per week</th></tr><tr><td>3 to 10 employees</td><td>44.39</td></tr><tr><td>11 to 20 employees</td><td>61.94</td></tr><tr><td>More than 20 employees</td><td>83.62</td></tr></table> <div>(cl 18.3(c)) This differs from the Proposed EA which provides for a flat hourly allowance regardless of how many people are supervised and is always added to the employee’s rate.  The leading hand allowance is paid for all purposes of the Electrical Award (cl 18.3). The allowance under the Proposed EA is not an all purpose allowance.</div>	In charge of:	\$ per week	3 to 10 employees	44.39	11 to 20 employees	61.94	More than 20 employees	83.62	<div>(cl 20.2(d)).</div> <div>This differs from the Proposed EA which provides for a flat hourly allowance regardless of how many people are supervised.</div> <div>There is no definition of a leading hand under the Hydrocarbons Award.</div>	<div>employee’s own rate, whichever is the higher:</div> <table><tr><th>In charge of:</th><th>% of the appropriate weekly rate per week</th></tr><tr><td>1 person</td><td>2.4</td></tr><tr><td>2 - 5 persons</td><td>5.3</td></tr><tr><td>6 - 10 persons</td><td>6.7</td></tr><tr><td>More than 10 persons</td><td>9.0</td></tr></table> <div>(cl 19.2) This differs from the Proposed EA which provides for a flat hourly allowance regardless of how many people are supervised and is always added to the employee’s rate.</div>	In charge of:	% of the appropriate weekly rate per week	1 person	2.4	2 - 5 persons	5.3	6 - 10 persons	6.7	More than 10 persons	9.0	<table><tr><td>More than 20 employees</td><td>85.91</td></tr></table> <div>(cl 30.2(a)(i)).</div> <div>This differs from the Proposed EA which provides for a flat hourly allowance regardless of how many people are supervised.</div> <div>The leading hand allowance is paid for all purposes of the Electrical Award (cl 30.2(a)(ii)). The allowance under the Proposed EA is not an all purpose allowance.</div> <div>There is no definition of a leading hand under the Manufacturing Award.</div>	More than 20 employees	85.91
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Meal Allowance	<div>Where an employee is required to work for more than 2 hours of overtime before or after ordinary hours and the employee was not notified by the Company prior to the end of their last shift of the requirement to work overtime, the Company will either:</div> <div><ul style="list-style-type: none"><li>Provide the employee with a meal, or</li><li>Pay the employee a meal allowance of \$15.38.</li></ul>(cl 21.2).</div>	<div>Where an employee is required to work for more than 2 hours of overtime before or after ordinary hours and the employee was not notified by the Company prior to the end of their last shift of the requirement to work overtime, the Company will either:</div> <div><ul style="list-style-type: none"><li>Provide the employee with a meal, or</li><li>Pay the employee a meal allowance of \$21.00.</li></ul>(cl 20.2).</div>	<div>Increase to the monetary value of the allowance, otherwise no change.</div>	<div>Where an employee is required to work for 2 or more hours of overtime without being notified by the employer on the previous day or earlier of the requirement to work overtime, the employer will either:</div> <div><ul style="list-style-type: none"><li>Provide the employee with a meal, or</li><li>Pay the employee a meal allowance of \$19.29.</li></ul>(cl 18.5(a)(i)).</div> <div>This does not apply if the employee lives in the same locality as work and can reasonably return home for meals (cl 18.5(a)(ii)).</div> <div>Further meal allowances/meals will be required if the amount of overtime requires second/subsequent meals,</div>	<div>An employee is entitled to a meal allowance of \$20.63 after each four (4) hours of overtime work, if the employee is to continue working after those hours. The allowance is not payable if the employer:</div> <div><ul style="list-style-type: none"><li>Provides a meal or meal-making facilities;</li><li>Notified the employee no later than the previous day or shift that the employee would be required to work the overtime; or</li><li>The employee is entitled to receive a living away from home allowance.</li></ul>(cl 20.3, 23.7).</div> <div>This differs from the Proposed EA in that:</div>	<div>An employee required to work overtime for at least 1.5 hours after working ordinary hours must be paid a meal allowance of \$18.51 (cl 21.2(a)). This is not payable where an employee is provided with reasonable board and lodging or who is receiving a distant job allowance and is provided with a suitable meal (cl 21.2(b)).</div> <div>Operators are entitled to an allowance of \$18.51 for each meal after the completion of each 4 hours from the commencement of overtime (cl 21.2(c)).</div> <div>This differs from the Proposed EA in that:</div> <div><ul style="list-style-type: none"><li>The allowance is only payable if the employee works more than 2 hours under the Proposed EA,</li></ul></div>	<div>An employee will be paid a meal allowance of \$17.92 on each occasion the employee is entitled to a rest break when working overtime (see above) except if:</div> <div><ul style="list-style-type: none"><li>The employee is notified no later than the previous day/shift of the obligation to work overtime,</li><li>The employee lives in the same locality as work and can reasonably return home for meals, or</li><li>The employee is provided with a meal.</li></ul>(cl 30.3(c)(ii)).</div> <div>This differs from the Proposed EA in that:</div> <div><ul style="list-style-type: none"><li>The allowance is only payable if the employee</li></ul></div>																				



**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
				<p>unless notification has been required (cl18.5(1)(iii)).</p> <p>This differs from the Proposed EA in that:</p> <ul style="list-style-type: none"> <li>The allowance is only payable if the employee works more than 2 hours under the Proposed EA,</li> <li>The allowance payable is higher under the Proposed EA,</li> <li>The Proposed EA only provides for one (1) allowance/meal per day/shift,</li> <li>The Proposed EA does not contain an exclusion when the employee can return home for a meal.</li> </ul>	<ul style="list-style-type: none"> <li>The allowance is payable sooner under the Proposed EA,</li> <li>The allowance payable is higher under the Proposed EA,</li> <li>The Proposed EA only provides for one (1) allowance/meal per day/shift,</li> <li>The Proposed EA does not include exclusions for meal-making facilities and living away from home allowances.</li> </ul>	<ul style="list-style-type: none"> <li>The allowance payable is higher under the Proposed EA,</li> <li>The Proposed EA does not provide for separate allowances for operators,</li> <li>The Proposed EA does not include an exclusion from the allowance for board and lodging and when receiving the distant work allowance,</li> <li>The Proposed EA provides an option to provide a meal as opposed to paying the allowance.</li> </ul>	<p>works more than 2 hours under the Proposed EA,</p> <ul style="list-style-type: none"> <li>The allowance payable is higher under the Proposed EA,</li> <li>The Proposed EA does not include an exclusion when the employee can return home for a meal.</li> </ul>
<i>Construction Allowance</i>	Employees who are engaged to perform construction work (i.e. the Building Award would have applied to their employment) they will be paid an all purpose allowance of \$3.08 per hour. If an employee is engaged to perform general building and construction and metal and engineering construction and the shift commences before 6am or at or after 11am on a weekday, the allowance will be \$5.13 per hour (cl 21.3).	Employees who are engaged to perform construction work (i.e. the Building Award would have applied to their employment) they will be paid an all purpose allowance of \$3.40 per hour. If an employee is engaged to perform general building and construction and metal and engineering construction and the shift commences before 6am or at or after 11am on a weekday, the allowance will be \$5.60 per hour (cl 20.3).	Increase the monetary value of the allowance. Update the reference to the Building Award to the current version. Minor grammatical changes.	No equivalent provision	No equivalent provision	[This allowance is designed to compensate employees for the additional entitlements (including more beneficial shift loading) if they were otherwise employed under the Building Award. This include allowances such as industry allowances which are applied for all purposes of the Building Award (cl 22). The industry allowance is less than the Construction Allowance under the Proposed EA.	No equivalent provision
<i>Electrical Allowance</i>	An Employee engaged to perform electrical services work (i.e. the Electrical Award would have applied to their employment) or who is required by the Company to hold an electrical license (or equivalent) will receive an allowance of \$1.13 paid for all purposes (cl 21.4).	An Employee engaged to perform electrical services work (i.e. the Electrical Award would have applied to their employment) or who is required by the Company to hold an electrical license (or equivalent) will receive an allowance of \$1.30 paid for all purposes (cl 20.4).	Increase to the monetary value of the allowance. Update the reference to the Electrical Award to the current version.	<p>This allowance is designed to compensate employees for the additional entitlements if they were otherwise employed under the Electrical Award.</p> <p>This includes an electrician's licence allowance which provides that an electrical worker who is an electrical mechanic who holds and is required to use an unrestricted licence is paid an all purpose allowance of \$37.16 per week (or \$0.98 per hour) (cl 18.3(b)). This is less than the Electrical Allowance under the Award.</p>	No equivalent provision	No equivalent provision	No equivalent provision



**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
				The Electrical Award also provides for an industry allowance which is applied for all purposes (cl 18.3(a)). The industry allowance is less than the Electrical Allowance under the Proposed EA.			
<i>First Aid Allowance</i>	An Employee who holds a current Senior First Aid Certificate or Occupational First Aid Certificate and is appointed in writing by the Company to undertake first aid duties will be paid a flat rate allowance of \$3.11 per day (cl 21.5).	An Employee who holds a current Senior First Aid Certificate or Occupational First Aid Certificate and is appointed in writing by the Company to undertake first aid duties will be paid a flat rate allowance of \$3.20 per day (cl 20.5).	Increase to the monetary value of the allowance, otherwise no change.	An employee who has been trained to perform first aid and who holds current appropriate first aid qualifications and who is appointed to perform first aid is paid an allowance of \$21.68 per week (cl 18.4(c)). This is greater than the allowance in the Proposed EA.	No equivalent provision.	<p>If an employee:</p> <ul style="list-style-type: none"> <li>Is appointed to be responsible for carrying out first aid duties,</li> <li>Is required to and holds a recognised first aid qualification,</li> <li>Is required hold a qualification at that level,</li> <li>Is required to perform first aid duties are in addition to the employee's normal duties,</li> </ul> <p>The employee is entitled to an allowance of:</p> <ul style="list-style-type: none"> <li>\$3.72 per day for minimum qualifications, and</li> <li>\$5.88 per day for advanced qualifications.</li> </ul> <p>(cl 23.6(b)).</p> <p>These allowances are higher than those in the Proposed EA.</p>	An employee who has been trained to perform first aid and who holds current appropriate first aid qualifications and who is appointed to perform first aid is paid an allowance of \$20.54 per week (cl 30.3(b)). This is greater than the allowance in the Proposed EA.
<i>Underground Allowance</i>	An employee who is required to work underground will be paid an allowance of \$17.10 per week. If the employee is required to work underground for no more than 4 days or shifts, they will be paid an additional \$2.98 per day or shift (cl 21.6).	An employee who is required to work underground will be paid an allowance of \$28.59 per week. If the employee is required to work underground for no more than 4 days or shifts, they will be paid an additional \$3.72 per day or shift (cl 20.6).	Increase to the monetary value of the allowance, otherwise no change.	No equivalent provision.	No equivalent provision.	An employee (other than an operator) who is required to work underground will be paid an allowance of \$18.58 per week which will be paid for all purposes. If the employee is required to work underground for no more than 4 days or shifts, they will be paid an additional \$4.13 per day or shift (cl 23.2(a), (b)). If a shaft is sunk to a depth greater than 6m, the underground allowance will commence from the surface (cl 23.2(c)). The allowance is not payable to employee engaged on pot and drive work at a depth of 3.5m or less 9cl 23.2(d)).	There is no similar allowance, except for an electrician working in an underground mine. In such cases, employees will be paid an additional 12% of the minimum rate for the time spent working underground (cl 30.4(n)).

**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
						<p>This is broadly similar to the Proposed EA except:</p> <ul style="list-style-type: none"> <li>The allowances are higher under the Proposed EA,</li> <li>Operators are not excluded, and</li> <li>There are no restrictions on the depth when the allowance is payable.</li> </ul>	
<i>Confined Space Allowance</i>	An employee who is required to work in a confined space (i.e. a place the dimensions or nature of which necessitate working in a cramped position or without ventilation or as otherwise defined by the Company) must be paid an all-purpose allowance of \$0.91 per hour (cl 21.7).	An employee who is required to work in a confined space (i.e. a place the dimensions or nature of which necessitate working in a cramped position or without ventilation or as otherwise defined by the Company) must be paid an all-purpose allowance of \$1.03 per hour (cl 20.7).	Increase to the monetary value of the allowance, otherwise no change.	No equivalent provision.	The industry allowance is designed to compensate an employee for aspects of the work in the industry including confined space (amongst other things). The industry allowance is \$61.53 per week and paid for all purposes (cl 20.2(b)). However, there is no specific confined space allowance.	No equivalent provision.	<p>A confined spaces allowance of \$1.03 per hour must be paid to an employee working in a confined space (cl 30.4(f)). This is consistent with the Proposed EA, except that the allowance is not all purpose under the Proposed EA.</p> <p>The Manufacturing Award defines confined space as a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation and includes</p> <ul style="list-style-type: none"> <li>in the case of a ship, inside complete tanks, chain lockers and peaks, under engine beds, under engine room and stockhold floors, or under or inside boilers,</li> <li>in other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers, and</li> <li>work on the inside of tanker type vehicles but not other work on vehicles.</li> </ul> <p>(cl 2).</p>
<i>Fumes Allowance</i>	An employee required to work in a place where fumes of sulphur, other acid or other offensive fumes are present must be paid an allowance	An Employee required to work in a place where fumes of sulphur, other acid or other offensive fumes are present must be paid an allowance	No change.	No equivalent provision.	The industry allowance is designed to compensate an employee for aspects of the work in the industry including fumes (amongst other things).	No equivalent provision.	No equivalent provision.

**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
	agreed between the employee or the majority of employees and the Company (cl 21.8).	agreed between the employee or the majority of employees and the Company (cl 20.8).			The industry allowance is \$61.53 per week and paid for all purposes (cl 20.2(b)). However, there is no specific fumes allowance.		
<i>Furnace Work Allowance</i>	An employee engaged in the construction of, or alteration or repairs to, boilers, flues, furnaces, retorts, kilns, ovens, ladles, and similar refractory work must be paid an allowance of \$1.93 per hour for all purposes (cl 21.9).	An employee engaged in the construction of, or alteration or repairs to, boilers, flues, furnaces, retorts, kilns, ovens, ladles, and similar refractory work must be paid an allowance of \$2.05 per hour for all purposes (cl 20.9).	Increase to the monetary value of the allowance. Minor grammatical changes.	No equivalent provision.	No equivalent provision.	No equivalent provision.	<p>The Manufacturing Award contains various furnace allowances:</p> <ul style="list-style-type: none"> <li>An allowance of \$18.86 per day must be paid to an employee engaged on the work of building, rebuilding, or packing glass furnace regenerators (cl 30.4(dd),</li> <li>An employee directly engaged in the removal of molten tin from the float glass bath while the float glass furnace is undergoing repair must be paid an additional 100% of the minimum rate (cl 30.4(ee),</li> <li>An employee working on repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers must be paid an allowance of \$0.57 per hour (cl 30.4(m)(i)).</li> <li>An employee engaged on repairs to oil fired boilers, including the castings, uptakes and funnels, or flues and smoke stacks must be paid an allowance of \$2.01 per hour while working inside such a boiler (cl 30.4(m)(ii)).</li> </ul>
<i>Acid Work</i>	Employee required to work on the construction of or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork must be paid an allowance of \$1.93 per hour as an all- purpose allowance (cl 21.10).	Employee required to work on the construction of or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork must be paid an allowance of \$2.05 per hour as an all- purpose allowance (cl 20.10).	Increase to the monetary value of the allowance, otherwise no change.	No equivalent provision.	No equivalent provision.	No equivalent provision.	The Manufacturing Award provides that an employee who performs work in respect of artificial fertilizers, chemicals, alkalis and all processes involving chemical synthesis, other than an employee engaged at the C1–C10 level, must be paid an industry allowance of \$10.90 per week extra if the work is in relation to fertilizers and \$14.32 otherwise. This is paid for all purposes (cl 30.2(g)).

**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
<i>Travel (other than remote work)</i>	<p>Where an employee is directed to commence work at a site other than their normal place of work, which is less than 50 radial km from the depot, the employee will be entitled to an allowance of at least \$11.28 per day (cl 21.11).</p> <p>If an employee is directed to commence work at a site other than the depot which is greater than 50 radial km from the depot, the employee will be entitled to an allowance of at least \$22.55 per day (cl 21.12).</p> <p>The allowances are not payable if the Company provides free transport or the travel distance from the employee's residence to the alternate location is less than the distance between the Employee's residence and their usual place of work (cl 21.13).</p>	<p>Where an employee is directed to commence work at a site other than their normal place of work, which is less than 50 radial km from the depot, the employee will be entitled to an allowance of at least \$12.83 per day (cl 20.11).</p> <p>If an employee is directed to commence work at a site other than the depot which is greater than 50 radial km from the depot, the employee will be entitled to an allowance of at least \$25.65 per day (cl 20.12).</p> <p>The allowances are not payable if the Company provides free transport or the travel distance from the employee's residence to the alternate location is less than the distance between the Employee's residence and their usual place of work (cl 20.13).</p>	Increase to the monetary value of the allowances. Updated cross references. No other changes.	<p>Where an employee is required to start and/or cease on a job site, the employee will be entitled to:</p> <ul style="list-style-type: none"> <li>Where the job site is situated up to 50 kilometres from the employer's registered office or depot(s) an amount of \$27.52 per day,</li> <li>Where the job site is situated more than 50 kilometres from the employer's registered office or depot(s), \$27.52 plus a payment for travelling time for each occasion the distance in excess of 50 kilometres (with a minimum payment of 15 minutes) plus incidental expenses (other than motor vehicle expenses if they are paid in accordance with the allowance),</li> <li>Where the employer offers to provide transport free of charge, an amount of \$4.94 per day instead of the allowance in the first point above. (cl 18.6(d)).</li> </ul> <p>This differs from the Proposed EA in that:</p> <ul style="list-style-type: none"> <li>The allowance under the Proposed EA is less than the Electrical Award,</li> <li>The Proposed EA does not provide for travel time, and</li> <li>The allowances under the Proposed EA are not payable if the Company provides transport.</li> </ul>	No equivalent provision.	<p>An employee is paid an allowance of \$21.94 per day for each day worked when the employee starts and finishes work on a construction site, or is required to perform prefabricated work in an open yard and is then required to erect or fix on-site (cl 26.1(a)). This is not payable on any day the employer provides free transport or a fully maintained vehicle (cl 26.1(b)). This allowance is more than the allowance in the Proposed EA.</p> <p>The method of reimbursing employees for travel beyond a 50km radius is different under the Building Award. The Building Award provides that if an employee is required to travel to a site:</p> <ul style="list-style-type: none"> <li>Not located in a 50km area of the GPO or principal post office in the area in which the employee's usual place of residence is located, and</li> <li>More than 50kms by road from their usual residence, instead of the daily fares allowance, an employee is entitled to</li> <li>Payment for time spent travelling, and</li> <li>\$0.59 per km travelled if the employee uses their own vehicle, unless the employee's residence at the time of the commencement of their employment was more than 50km away from the construction site on which they were initially engaged. (cl 26.4)</li> </ul>	<p>An employee who is required to start and/or finish work at a job away from the employer's usual workplace must be paid:</p> <ul style="list-style-type: none"> <li>For reasonable excess travel time, and</li> <li>Any excess fares reasonably incurred, except that where an employee uses their own means of transport the excess fares need not be paid where the employee has a regular allowance (cl 30.5(a)).</li> </ul> <p>Unlike the Proposed EA, the Manufacturing Award does not contain a set allowance and there is no distinction based on how far the location is from the employer's depot.</p>
<i>Board and Lodging</i>	At the Company's sole discretion it may provide an employee who is directed to live at a location that is not	At the Company's sole discretion it may provide an employee who is directed to live at a location that is not their	Increase to the monetary value of the allowances.	When an employee is engaged on distant work, an employer must provide reasonable board and lodging or pay an	Where an employee is undertaking remote work and is required to live away from home, they are paid an	Where an employee is living away from home, the employer will either:	If an employee is required to remain temporarily away from their usual home due to work, they will be paid travelling time

**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

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	<p>their usual place of residence with either:</p> <ul style="list-style-type: none"> <li>Company or Client provided accommodation and messing, or if that is unavailable, reasonable board and lodgings, or</li> <li>A Living Away From Home Allowance (LAFHA) of no less than \$503.40 per complete week of work. (cl 21.15).</li> </ul> <p>The LAFHA will be paid in accordance with ATO guidelines (cl 21.16).</p>	<p>usual place of residence with either:</p> <ul style="list-style-type: none"> <li>Company or Client provided accommodation and messing, or if that is unavailable, reasonable board and lodgings, or</li> <li>A Living Away From Home Allowance (LAFHA) of no less than \$558.35 per complete week of work. (cl 20.15).</li> </ul> <p>The LAFHA will be paid in accordance with ATO guidelines (cl 20.16).</p> <p>Casual employees who are performing offshore work and who would otherwise be covered by the Hydrocarbons Award would be paid a LAFHA of \$71.91 per day (instead of the allowance above). The provision of board and lodging will not be in lieu of the LAFHA for these employees (cl 20.17).</p>	<p>Specific provisions relating to casuals under the Hydrocarbons Award have been added to the Proposed EA.</p> <p>No other changes.</p>	<p>allowance of \$701.21 per week. If there is a broken week, the allowance will be all living expenses, actually and reasonably incurred, but not exceeding \$701.21 per week (cl 18.7(a)(i)). This allowance is more than what is provided for in the Award.</p> <p>Unlike the Proposed EA, the Electrical Award also provides for the following details associated with living away from home:</p> <ul style="list-style-type: none"> <li>The standard of board and lodging (cl 18.7((a)(ii)), and</li> <li>Meals not included in fares or accommodation provided by an employer (cl 18.7(a)(iii)).</li> </ul>	<p>allowance of \$61.94 per day (cl 20.2(e)). This is less than the LAFHA under the Proposed EA. Unlike the Proposed EA, there is no option to provide board and lodging instead.</p>	<ul style="list-style-type: none"> <li>Pay the employee the greater of \$100.22 per day or an amount which fully reimburses the employee for all reasonable accommodation and meal expenses incurred,</li> <li>Provide the employee with accommodation and 3 adequate meals each day; or</li> <li>Provide the worker with accommodation and reimburse the employee for all reasonable meal expenses; or</li> <li>Where employees are required to live in camp, provide all board and accommodation free of charge. (cl 25.3)</li> </ul> <p>The LAFHA under the Proposed EA is less than the Building Award.</p> <p>Unlike the Proposed EA, the Building Award also provides for the following details associated with remote work:</p> <ul style="list-style-type: none"> <li>Provisions for weekend returns home (cl 25.6(f)), and</li> <li>Detailed rest and recreation provisions (cl 25.6(f)).</li> </ul>	<p>for necessary travel and expenses (cl 30.5(c)(i)). Traveling time is paid at ordinary time, Monday to Friday, or 150% on a Sunday (cl 30.5(e)(i)). The maximum travel time is 12 hours out of every 24 hours or when a sleeping berth is provided by the employer for all-night travel, 8 hours out of every 24 hours (cl 30.5(e)(ii)). Expenses means:</p> <ul style="list-style-type: none"> <li>All fares reasonably incurred,</li> <li>Reasonable expenses included while travelling including \$17.92 for each meal taken, and</li> <li>A reasonable allowance to cover the cost incurred for board and lodging. (cl 30.5(f)).</li> </ul> <p>There is no specific dollar amount allowance payable like the Proposed EA.</p> <p>After each 4 weeks, the employee is entitled to be paid for a return fare home, unless distant work is an inherent part of their normal work (cl 20.5(c)(ii)).</p>
<i>Wage Increases</i>	The wages and allowances in the Current EA were increased by 2% from the first full pay period on or after 1 December 2020, 2021 and 2022 (cl 22).	[insert once finalised]	[insert once finalised]. Updated cross references.	The rates in the Electrical Award generally increase on a yearly basis, although whether and to what extent this occurs is subject to decision of the Fair Work Commission. The rate at which the rates will increase differs from year to year.	See Electrical Award.	See Electrical Award.	See Electrical Award.
<i>Above Agreement Payments</i>	The Company may provide for additional payments as specified in in writing as part of their individual contract of employment (cl 23.1). These payments are in full satisfaction	The Company may provide for additional payments as specified in in writing as part of their individual contract of employment (cl 22.1). These payments are in full satisfaction	No change.	Under common law, employees can be engaged under common law contracts which have entitlements above and beyond those in the underlying Award. Therefore, there is no	See discussion regarding the Electrical Award.	See discussion regarding the Electrical Award.	See discussion regarding the Electrical Award.

## Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
	of and in compensation for any obligation under the Agreement, provided that the employee earns at least what they would be entitled to under the Current EA (cl 23.2).	of and in compensation for any obligation under the Agreement, provided that the employee earns at least what they would be entitled to under the Current EA (cl 22.2).		material practical difference with the clause in the Proposed EA.			
<i>Payment of Wages</i>	Employees will be paid weekly of fortnightly via EFT (cl 23.1). Where the pay frequency changes between weekly and fortnightly, the employees must be consulted (cl 23.2). The Company has the right to deduct any amount owing in the case off incorrect or overpayment of wages or allowances (cl 23.3).	Employees will be paid weekly of fortnightly via EFT (cl 22.1). Where the pay frequency changes between weekly and fortnightly, the employees must be consulted (cl 22.2). The Company has the right to deduct any amount owing in the case off incorrect or overpayment of wages or allowances (cl 22.3).	No change.  NB: The Company must comply with <a href="#">s324</a> of the Act with respect to deductions.	Employees must be paid weekly, except where there is agreement with the majority of employees (or an individual employee) for fortnightly payments (cl 17.1, 17.2). Payment can be made by cash, cheque or EFT (cl 17.3). This means that the method of payment under the Proposed EA is permissible under the Electrical Award.  The Electrical Award provides for a specific method for the payment of wages on termination (cl 17.6). The Proposed EA does not provide for the timing of payments on termination and employees will be paid in accordance with the normal pay cycle.  The Electrical Award does not provide for deductions generally. However, deductions are permitted so long as <a href="#">s324</a> of the Act is complied with.	Wages must be paid at least monthly by EFT (cl 17.1). This means that the method of payment under the Proposed EA is permissible under the Hydrocarbons Award.  The Hydrocarbons Award provides for a specific method for the payment of wages on termination (cl 17.6). The Proposed EA does not provide for the timing of payments on termination and employees will be paid in accordance with the normal pay cycle.  An employer can deduct any overpayments from any amounts required to be paid to an employee (cl 17.2). This is similar to the Proposed EA.	Employees must be paid weekly, in cash, or by cheque, bank cheque, EFT or similar transfer or any combination (cl 20.1, 20.3). Unlike the Proposed EA, fortnightly payments are not permissible.  The Building Award provides for a specific method for the payment of wages on termination (cl 20.6). The Proposed EA does not provide for the timing of payments on termination and employees will be paid in accordance with the normal pay cycle.  The Building Award does not provide for deductions generally. However, deductions are permitted so long as <a href="#">s324</a> of the Act is complied with.	Employees must be paid weekly or fortnightly (or 3 or 4 weekly or monthly if there is agreement with the majority of employees (or an individual employee)) (cl 27.1). Wages must be paid in cash, cheque or by EFT (cl 27.2). This means that the method of payment under the Proposed EA is permissible under the Manufacturing Award.  The Manufacturing Award provides for a specific method for the payment of wages on termination (cl 27.6). The Proposed EA does not provide for the timing of payments on termination and employees will be paid in accordance with the normal pay cycle.  The Manufacturing Award does not provide for deductions generally. However, deductions are permitted so long as <a href="#">s324</a> of the Act is complied with.
<i>Remote Work</i>	The Company will provide an employee with economy air transport from the on-hire point to the work site at the commencement of employment/mobilisation and at the conclusion of employment/demobilisation (cl 25.1).  If the site is within driving distance, the employee may be provided with driving transport, or the employee may elect to drive instead. If the employee elects to drive, they must obtain prior written permission from the Company (cl 25.2).  During mobilisation and demobilisation, employees will	The Company will provide an employee with economy air transport from the on-hire point to the work site at the commencement of employment/mobilisation and at the conclusion of employment/demobilisation (cl 24.1).  If the site is within driving distance, the employee may be provided with driving transport, or the employee may elect to drive instead. If the employee elects to drive, they must obtain prior written permission from the Company (cl 24.2).  During mobilisation and demobilisation, employees will	No change.	An employee on distant work will, where practicable, be allowed to return home for the weekend at least once a month. All reasonable travelling expenses incurred will be reimbursed, provided that the employee presents for work at the site at the normal starting time on the next working day (cl 18.7(b)). However, the Electrical Award does not provide for travel time when mobilising and demobilising.	If an employee is required to undertake remote work, the employer will nominate an assembly point and either provide transport and reimburse the employee for the cost of transport, between the assembly point and the workplace (and return) (cl 20.4(a)). Unlike the Proposed EA, there is no distinction made between air transport or driving.  The rates of pay under the Award include compensation for up to 4 hours of travel time at the beginning and end of each work cycle (cl 20.4(b)). If travel time exceeds, the employer will pay travelling time at the ordinary rate of pay for	On the forward journey, an employee will be: <ul style="list-style-type: none"> <li>• Provided with appropriate transport or be paid the amount of a fare on the most appropriate method of public transport to the job,</li> <li>• Paid for the time spent in travelling, at ordinary rates up to a maximum of 8 hours per day, and</li> <li>• \$18.51 per meal incurred while travelling. (cl 25.6(a)).</li> </ul>	See board and lodging above. This is interlinked in the Manufacturing Award.



**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
	<p>be paid for the time travelled (up to 8 hours) paid at the employee's ordinary rate of pay (cl 25.3).</p> <p>If the employee is required to organise air travel from their usual residence to the on-hire point, the employee will be required to pay for this at their own expense. However, if the Company does not provide 1 week's notice of changes to mobilisation/demobilisation and this conflicts with the travel already purchased by the employee, the employee can apply to be reimbursed from the costs associated with the fees of changing the ticket or a new flight (whichever is cheaper) (cl 25.5).</p>	<p>be paid for the time travelled (up to 8 hours) paid at the employee's ordinary rate of pay (cl 24.3).</p> <p>If the employee is required to organise air travel from their usual residence to the on-hire point, the employee will be required to pay for this at their own expense. However, if the Company does not provide 1 week's notice of changes to mobilisation/demobilisation and this conflicts with the travel already purchased by the employee, the employee can apply to be reimbursed from the costs associated with the fees of changing the ticket or a new flight (whichever is cheaper) (cl 24.5).</p>			<p>the period in excess of 4 hours, up to 12 hours in any one journey (cl 20.4(c)). This method of payment differs from the Proposed EA.</p> <p>Unlike the Proposed EA, the Hydrocarbons Award provides for circumstances where an employee is dismissed from work while on remote work (cl 20.4(d)).</p>	<p>The Proposed EA does not provide for meals while travelling.</p> <p>On the return journey, an employee will be provided with the same payments, except that daily hire employees will be entitled to an allowance to cover the cost of transport and transporting tools (cl 25.6(b)). This allowance is not included in the Proposed EA.</p> <p>Unlike the Proposed EA, the Building Award does provide for circumstances when employees who leave their employment in close proximity to their mobilisation / demobilisation (cl 25.6(a)(ii), (b)(ii)).</p>	
<i>Stand Down</i>	<p>Employees may be stood down with pay if they cannot be usefully employed due to:</p> <ul style="list-style-type: none"> <li>Shortage of work caused by any strike, ban, limitation, or restriction on the performance of work by any employee or any union, association, or organisation,</li> <li>Breakdown or failure of the Company's machinery which the Company could not reasonably have prevented,</li> <li>Stoppage of work by any cause for which the Company cannot be held responsible,</li> <li>failure by an employee to attend for work without appropriate safety equipment, or where an employee is found to be working without appropriate safety equipment</li> </ul> <p>(cl 26.1).</p>	<p>Employees may be stood down with pay if they cannot be usefully employed due to:</p> <ul style="list-style-type: none"> <li>Shortage of work caused by any strike, ban, limitation, or restriction on the performance of work by any employee or any union, association, or organisation,</li> <li>Breakdown or failure of the Company's machinery which the Company could not reasonably have prevented,</li> <li>Stoppage of work by any cause for which the Company cannot be held responsible,</li> <li>failure by an employee to attend for work without appropriate safety equipment, or where an employee is found to be working without appropriate safety equipment</li> </ul> <p>(cl 25.1).</p>	Updated cross references. No material practical difference.	<p>There is no stand down clause in the Electrical Award. However, the Act permits an employer to stand down employees who cannot be usefully employed due to industrial action, breakdown of machinery for which the employer cannot reasonably be held responsible or a stoppage of work for which the employer cannot be reasonably held responsible (<a href="#">s524(1) of the Act</a>). The Act permits enterprise agreements to contain stand down clauses (<a href="#">s524(2) of the Act</a>).</p>	<p>See Electrical Award.</p> <p>The Award does contain provisions about storms, cyclones and other conditions which prevent the safe performance of work on a drilling rig platform or at a facility. In such circumstances, the employer may demobilise, reassign or stand down affected employees. However, in the event of a stand down, employees must be paid their minimum rate of pay for the ordinary hours of work for up to 5 working days (cl 16.8). No payment is contemplated under the Proposed EA during a stand down.</p>	See Electrical Award.	See Electrical Award.

**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
<i>Inclement Weather</i>	<p>The Company will, at its discretion, declare a period of inclement weather (cl 27.2). Work will continue unless the Company's nominee determines it is not safe to do so (cl 27.3).</p> <p>If an employee is operating machinery with a weatherproof cab, they will be deemed not to be affected by inclement weather (subject to safe access to the machine and safe working conditions) (cl 27.4).</p> <p>If a concrete pour has already commenced, employees may be required to complete a concrete pour if it is safe to do so. If there is wet weather, wet weather gear will be provided (cl 27.5). The pour should be completed to a point at which the company determines that work may cease without impacting the quality of the finished product or creating re-work (cl 27.6). If an employee is required to complete a concrete pour during inclement weather, they will be paid at a rate of 200%, calculated to the next hour (cl 27.6).</p> <p>Employees not affected by inclement weather will continue working, regardless of the fact that some employees may be transferred to non-working activities (cl 27.7).</p> <p>The Company will advise when conditions are no longer inclement and productive work will resume as soon as possible (cl 27.8).</p> <p>An employee will be paid for up to 32 ordinary hours in any four week period for lost time during inclement weather. For casual employees, the Company may terminate the engagement where the casual has not been productively engaged for a</p>	<p>The Company will, at its discretion, declare a period of inclement weather (cl 26.2). Work will continue unless the Company's nominee determines it is not safe to do so (cl 26.3).</p> <p>If an employee is operating machinery with a weatherproof cab, they will be deemed not to be affected by inclement weather (subject to safe access to the machine and safe working conditions) (cl 26.4).</p> <p>If a concrete pour has already commenced, employees may be required to complete a concrete pour if it is safe to do so. If there is wet weather, wet weather gear will be provided (cl 26.5). The pour should be completed to a point at which the company determines that work may cease without impacting the quality of the finished product or creating re-work (cl 26.6). If an employee is required to complete a concrete pour during inclement weather, they will be paid at a rate of 200%, calculated to the next hour (cl 26.6).</p> <p>Employees not affected by inclement weather will continue working, regardless of the fact that some employees may be transferred to non-working activities (cl 26.7).</p> <p>The Company will advise when conditions are no longer inclement and productive work will resume as soon as possible (cl 26.8).</p> <p>An employee will be paid for up to 32 ordinary hours in any four week period for lost time during inclement weather. For casual employees, the Company may terminate the engagement where the casual has not been productively engaged for a period of 4 hours during the</p>	No change.	<p>Inclement weather means the existence of abnormal and extreme climatic conditions by virtue of which it is either not reasonable or not safe for employees exposed to continue working for the duration of such conditions (cl 15.1). The Proposed EA does not define inclement weather.</p> <p>Unlike the Proposed EA, employees (or their representatives) can request the employer to confer within a reasonable time (no more than 60 minutes) for the purpose of determining whether the conditions are inclement (cl 15.2).</p> <p>If there is inclement weather, employees may be transferred to another part of the site or to a different site (cl 15.3(a)). If employees are transferred to another site, the employer must provide transport (cl 15.3(b)).</p> <p>Employees will be paid for the ordinary time lost due to inclement weather (cl 15.4). Unlike the Proposed EA, there is no limit on this payment.</p> <p>The Electrical Award does not provide for concrete pours and does not specify about employees operating machines with waterproof cabs.</p>	No equivalent provision (except for storms, cyclones and other conditions which prevent the safe performance of work on a drilling rig platform or at a facility – see Stand Down discussion).	<p>Inclement weather means the existence of rain or abnormal climatic conditions (whether 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 (cl 24.2). The Proposed EA does not define inclement weather.</p> <p>Unlike the Proposed EA, employees (or their representatives) can request the employer to confer within a reasonable time (no more than 60 minutes) for the purpose of determining whether the conditions are inclement (cl 24.3).</p> <p>If emergency work is required or it is necessary to complete a concrete pour already commenced, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety (cl 24.5). This is broader than the Proposed EA as it applies to emergency work as well as concrete pours. Where a concrete pour is completed, they will be paid at a rate of 200%, calculated to the next hour and if there is wet weather, wet weather gear will be provided (cl 24.6). This is consistent with the Award. If an employee's clothes become wet as a result of working in the rain during a concrete pour the employee will, unless the employee has a change of dry working clothes available, be allowed to go home for the remainder of the day without loss of pay (cl 24.6).</p> <p>An employee will be paid for up to 32 ordinary hours in any four</p>	No equivalent provision

**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
	period of 4 hours during the engagement (cl 27.9). The employee will not be entitled to payment for any stoppages occurring outside of ordinary hours (cl 27.10).	engagement (cl 26.9). The employee will not be entitled to payment for any stoppages occurring outside of ordinary hours (cl 26.10).				<p>week period for lost time during inclement weather (cl 24.7). The employee will not be entitled to payment for any stoppages occurring outside of ordinary hours (cl 24.11).</p> <p>If there is inclement weather, employees may be transferred to another part of the site or to a different site. If employees are transferred to another site, the employer must provide transport (where necessary) (cl 24.13).</p> <p>The Building Award provides for wet weather procedure which is not provided for in the Proposed EA (cl 24.14).</p>	
<i>Annual Leave</i>	<p>Full-time and part-time employees are entitled to 4 weeks (up to 152 hours) of annual leave for each year of service in accordance with <a href="#">NES</a>. Part-time employees accrue annual leave on a pro-rata basis (cl 28.1).</p> <p>Except as provided for in the Act, annual leave accrues pro rata on a weekly basis, but does not accrue during unpaid or unauthorised leave (cl 28.2).</p> <p>Annual leave can be taken:</p> <ul style="list-style-type: none"> <li>By agreed between the Company and the employee, or</li> <li>By the Company directing the employee to take accrued annual leave with at least 2 weeks' notice. (cl 28.3).</li> </ul> <p>Annual leave accumulates from year to year and untaken annual leave is paid out on termination (cl 28.4).</p> <p>Employees are not entitled to annual leave loading (cl 28.5).</p> <p>Where the Company shuts down all or any part of the business employees may be</p>	<p>Full-time and part-time employees are entitled to 4 weeks of annual leave for each year of service in accordance with <a href="#">NES</a>. Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work (cl 27.1).</p> <p>Except as provided for in the Act, annual leave does not accrue during unpaid or unauthorised leave (cl 27.2).</p> <p>Annual leave can be taken:</p> <ul style="list-style-type: none"> <li>By agreed between the Company and the employee, or</li> <li>By the Company directing the employee to take accrued annual leave with at least 2 weeks' notice. (cl 27.3).</li> </ul> <p>Annual leave accumulates from year to year and untaken annual leave is paid out on termination (cl 27.4).</p> <p>Employees are not entitled to annual leave loading (cl 27.5).</p> <p>Where the Company shuts down all or any part of the business employees may be</p>	<p>While the language between the Current EA and the Proposed EA has changed, many of the changes are designed to bring the Proposed EA into line with the NES. Due to the operation of the NES precedence clause, there is limited practical effect.</p> <p>The references to the Awards have been updated to ensure they reflect the current versions of the Award.</p> <p>Minor grammatical changes.</p>	<p>Employees are entitled to annual leave in accordance with the <a href="#">NES</a> (cl 21.1(a)). This means that full-time and part-time employees are entitled to 4 weeks of annual leave calculated pro-rata and which accrues progressively and accumulates from year to year. Annual leave is paid out on termination.</p> <p>Like the Proposed EA, a shiftworker is entitled to an additional week of leave (cl 21.1(b)). However, the Electrical Award defines a shiftworker differently to the Proposed EA being a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays (cl 21.1(b)). This means that a different group of employees would be entitled to the extra week of leave under the Proposed EA, than under the Electrical Award.</p> <p>Unlike the Proposed EA, the Electrical Award provides for the payment of annual leave loading being either 17.5% or the appropriate shift loading (for shiftworkers) (cl 21.4). Annual leave loading will not be</p>	<p>Employees are entitled to annual leave in accordance with the <a href="#">NES</a> (cl 25.1). This means that full-time and part-time employees are entitled to 4 weeks of annual leave calculated pro-rata and which accrues progressively and accumulates from year to year. Annual leave is paid out on termination.</p> <p>Like the Proposed EA, a shiftworker is entitled to an additional week of leave (cl 25.3). A shiftworker for this purpose is a continuous shiftworker being an employee engaged in an enterprise in which shifts are continuously rostered 24 hours per day, 7 days per week and who is rostered regularly to work those shifts and works regularly on Sundays and public holidays (cl 2). This is consistent with the Proposed EA.</p> <p>Unlike the Proposed EA, the Hydrocarbons Award provides for the payment of annual leave loading being the greater of 17.5% or what the employee would have been paid for working ordinary hours during the period of annual leave,</p>	<p>Employees are entitled to annual leave in accordance with the <a href="#">NES</a> (cl 31.1(a)). This means that full-time and part-time employees are entitled to 4 weeks of annual leave calculated pro-rata and which accrues progressively and accumulates from year to year. Annual leave is paid out on termination.</p> <p>Like the Proposed EA, a shiftworker is entitled to an additional week of leave (cl 31.1(b)). A shiftworker for this purpose is a continuous shiftworker being an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts (cl 2). This is consistent with the Proposed EA.</p> <p>Unlike the Proposed EA, the Building Award provides for the payment of annual leave loading being the greater of</p>	<p>Employees are entitled to annual leave in accordance with the <a href="#">NES</a> (cl 34.1). This means that full-time and part-time employees are entitled to 4 weeks of annual leave calculated pro-rata and which accrues progressively and accumulates from year to year. Annual leave is paid out on termination.</p> <p>Like the Proposed EA, a shiftworker is entitled to an additional week of leave (cl 34.2). A shiftworker for this purpose is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays (cl 34.2). This is consistent with the Proposed EA.</p> <p>Unlike the Proposed EA, the Manufacturing Award provides for the payment of annual leave loading being the greater of 17.5% or the shift loading (cl 34.4).</p> <p>The Manufacturing Award also provides that the employee must be paid, in advance, the amount which they would have received for working ordinary</p>

**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

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	<p>required to take accrued annual leave (or leave without pay, if the employee does not have sufficient leave) (cl 28.6).</p> <p>By written agreement, an employee and the Company may agree to allow the employee cash out their annual leave, provided that:</p> <ul style="list-style-type: none"> <li>The employee maintains an annual leave balance of at least 4 weeks,</li> <li>The employee and the Company signs a separate written agreement on each occasion that the employee cashes out an amount of annual leave;</li> <li>The employee is paid at least the amount that would have been paid to the employee had the employee taken the annual leave.</li> </ul> <p>(cl 28.7).</p> <p>Shiftworkers are entitled to an additional week of leave. A shift worker is defined as:</p> <ul style="list-style-type: none"> <li>For employees who are otherwise covered by the Building Award, an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts;</li> <li>For employees who are otherwise covered by the Electrical Award, an employee regularly engaged to work in a system of consecutive shifts throughout the 24</li> </ul>	<p>required to take accrued annual leave (or leave without pay, if the employee does not have sufficient leave) (cl 27.6).</p> <p>By written agreement, an employee and the Company may agree to allow the employee cash out their annual leave, provided that:</p> <ul style="list-style-type: none"> <li>The employee maintains an annual leave balance of at least 4 weeks,</li> <li>The employee and the Company signs a separate written agreement on each occasion that the employee cashes out an amount of annual leave;</li> <li>The employee is paid at least the amount that would have been paid to the employee had the employee taken the annual leave.</li> </ul> <p>(cl 27.7).</p> <p>Shiftworkers are entitled to an additional week of leave. A shift worker is defined as:</p> <ul style="list-style-type: none"> <li>For employees who are otherwise covered by the Building Award, an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts;</li> <li>For employees who are otherwise covered by the Electrical Award, an employee regularly engaged to work in a system of consecutive shifts throughout the 24</li> </ul>		<p>paid on termination if an employee is dismissed by the employer for reasons of malingering, inefficiency, neglect of duty, misconduct or refusing duty (cl 21.4(c)).</p> <p>The Electrical Award also provides that instead of being paid the base rate of pay while on annual leave, employees will be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period, exclusive of payments in respect of overtime, shift loading, weekend penalty rates, special rates, travel and fares or any other payment which might have been payable to the employee as a reimbursement for expenses incurred (cl 21.2).</p> <p>Unlike the Proposed EA, the employer can only direct an employee to take annual leave if there is a shutdown (and is more prescriptive than the Proposed EA) and if the employee has excessive annual leave (following a consultation process) (cl 21.5 to 21.8).</p> <p>The Proposed EA does not provide for annual leave in advance or the taking of annual leave over an extended period of leave. This is permitted under the Electrical Award (cl 21.9 to 21.10).</p> <p>Employees are entitled to cash out annual leave under the Electrical Award in a similar manner to the Proposed EA, except that the Electrical Award provides that no more than 2 weeks can be cashed out in a 12 month period (cl 21.11).</p>	<p>including loadings, penalties and allowances paid for all purposes (but excluding payments in respect of overtime, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred) (cl 25.5).</p> <p>Unlike the Proposed EA, the employer can only direct an employee to take annual leave if there is a shutdown or layup (and is more prescriptive than the Proposed EA) and if the employee has excessive annual leave (following a consultation process) (cl 25.7 to 25.10).</p> <p>The Proposed EA does not provide for annual leave in advance or the taking of annual leave over an extended period of leave. This is permitted under the Hydrocarbons Award (cl 25.11 to 25.12).</p> <p>Employees are entitled to cash out annual leave under the Hydrocarbons Award in a similar manner to the Proposed EA, except that the Hydrocarbons Award provides that no more than 2 weeks can be cashed out in a 12 month period (cl 25.13).</p> <p>The Hydrocarbons Award provides that if an employee works in a remote location or on cycle work, a period of paid annual leave includes working and non-working days during the period. An employer may reasonably require that:</p> <ul style="list-style-type: none"> <li>any period or periods of annual leave taken by the employee must be a multiple of the on-duty period under the employee's work cycle roster; or</li> </ul>	<p>17.5% or the shift loading (cl 31.2).</p> <p>The Building Award also provides that the employee must be paid, in advance, the amount which they would have received for working ordinary time hours if they had not been on leave (cl 31.2(a)).</p> <p>Unlike the Proposed EA, the employer can only direct an employee to take annual leave if there is a shutdown (and is more prescriptive than the Proposed EA) and if the employee has excessive annual leave (following a consultation process) (cl 31.3, 31.6 to 31.8).</p> <p>The Proposed EA does not provide for annual leave in advance. This is permitted under the Building Award (cl 31.4).</p> <p>Employees are entitled to cash out annual leave under the Building Award in a similar manner to the Proposed EA, except that the Building Award provides that no more than 2 weeks can be cashed out in a 12 month period (cl 31.5).</p>	<p>time hours if they had not been on leave (cl 34.3).</p> <p>Unlike the Proposed EA, the employer can only direct an employee to take annual leave if there is a shutdown (and is more prescriptive than the Proposed EA) and if the employee has excessive annual leave (following a consultation process) (cl 34.7, 34.9 to 34.11).</p> <p>The Proposed EA does not provide for annual leave in advance. This is permitted under the Manufacturing Award (cl 34.12).</p> <p>Employees are entitled to cash out annual leave under the Manufacturing Award in a similar manner to the Proposed EA, except that the Building Award provides that no more than 2 weeks can be cashed out in a 12 month period (cl 34.13).</p>



**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

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	<p>hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts;</p> <ul style="list-style-type: none"> <li>For employees who would otherwise be covered by the Manufacturing Award a seven day shift-worker who is regularly rostered to work on Sundays and public holidays;</li> <li>For employees who otherwise would have been covered by the Hydrocarbons Award, an employee engaged in an enterprise in which shifts are continuously rostered 24 hours per day, seven days per week and who is rostered regularly to work those shifts and works regularly on Sundays and public holidays.</li> </ul> <p>(cl 28.8)</p>	<p>hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts;</p> <ul style="list-style-type: none"> <li>For employees who would otherwise be covered by the Manufacturing Award a seven day shift-worker who is regularly rostered to work on Sundays and public holidays;</li> <li>For employees who otherwise would have been covered by the Hydrocarbons Award, an employee engaged in an enterprise in which shifts are continuously rostered 24 hours per day, seven days per week and who is rostered regularly to work those shifts and works regularly on Sundays and public holidays.</li> </ul> <p>(cl 27.8)</p>			<ul style="list-style-type: none"> <li>the employee takes annual leave as provided in the roster (cl 25.4).</li> </ul> <p>These restrictions are not provided for in the Proposed EA.</p>		
<i>Personal / Carer's Leave</i>	<p>Employees (other than casuals) are entitled to 10 days paid personal / carer's leave per year (cl 29.1).</p> <p>Personal / carer's leave can be taken:</p> <ul style="list-style-type: none"> <li>on account of personal illness or injury; or</li> <li>because the employee is required to provide care or support to a member of the employee's immediate family or household who requires care or support as they are sick or injured or has an unexpected emergency.</li> </ul> <p>(cl 29.2).</p>	<p>Employees (other than casuals) are entitled to 10 days paid personal / carer's leave per year (cl 28.1).</p> <p>Personal / carer's leave can be taken:</p> <ul style="list-style-type: none"> <li>on account of personal illness or injury; or</li> <li>because the employee is required to provide care or support to a member of the employee's immediate family or household who requires care or support as they are sick or injured or has an unexpected emergency.</li> </ul> <p>(cl 28.2).</p>	Updated cross references. No practical differences.	The Electrical Award reflects the <a href="#">NES</a> in this respect (i.e. employees (other than casuals) are entitled to 10 days personal/carers leave of per year to be paid at the employee's ordinary hourly rate) (cl 22.1, 22.2). The Proposed EA is more specific in the NES in specifying the types of evidence required.	The Hydrocarbons Award reflects the <a href="#">NES</a> in this respect (cl 26). See discussion in the Electrical Award column.	The Building Award reflects the <a href="#">NES</a> in this respect (cl 32.1). See discussion in the Electrical Award column.  Unlike the Proposed EA, the Building Award provides that employees who are terminated, but then subsequently re-employed within 6 months would be entitled to have their unused sick leave at the time of the earlier termination reccredited (cl 32.2).	The Manufacturing Award reflects the <a href="#">NES</a> in this respect (cl 35.1). See discussion in the Electrical Award column.  Unlike the Proposed EA, the Building Award provides that employees who are terminated, but then subsequently re-employed within 6 months would be entitled to their unclaimed leave at the time of termination (cl 35.2).

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Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
	<p>To be entitled to paid personal leave, the employee must provide a medical certificate if it is reasonably practicable to do so. If it is not practicable, a statutory declaration may be provided. This is not required if an employee cannot comply due to circumstances beyond the employee's control (cl 29.3).</p> <p>The employee must, as soon as practicable, inform the Company of the inability to attend for duty and state the duties for which the employee is unfit and the estimated duration of the absence (cl 29.4).</p> <p>Personal/carer's leave accrues from year to year, but is not paid out on termination (cl 29.5).</p> <p>Casual employees are entitled to 2 days of unpaid carer's leave on each occasion, so long as the notice and evidence requirements are complied with (cl 29.6).</p>	<p>To be entitled to paid personal leave, the employee must provide a medical certificate if it is reasonably practicable to do so. If it is not practicable, a statutory declaration may be provided. This is not required if an employee cannot comply due to circumstances beyond the employee's control (cl 28.3).</p> <p>The employee must, as soon as practicable, inform the Company of the inability to attend for duty and state the duties for which the employee is unfit and the estimated duration of the absence (cl 28.4).</p> <p>Personal/carer's leave accrues from year to year, but is not paid out on termination (cl 28.5).</p> <p>Casual employees are entitled to 2 days of unpaid carer's leave on each occasion, so long as the notice and evidence requirements are complied with (cl 28.6).</p>					
<i>Compassionate Leave</i>	Employees are entitled to compassionate leave in accordance with the NES, being 2 days of compassionate leave for each occasion when 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; sustains a personal injury that poses a serious threat to his or her life; or, dies (cl 30).	Employees are entitled to compassionate leave in accordance with the NES, being 2 days of compassionate leave for each occasion when 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; sustains a personal injury that poses a serious threat to his or her life; or, dies (cl 29).	No change.	The Electrical Award reflects the <a href="#">NES</a> in this respect (cl 22). No material practical difference.	The Hydrocarbons Award reflects the <a href="#">NES</a> in this respect (cl 26). No material practical difference.	The Building Award reflects the <a href="#">NES</a> in this respect (cl 32.1). No material practical difference.	The Manufacturing Award reflects the <a href="#">NES</a> in this respect (cl 35.1). No material practical difference.
<i>Public Holidays</i>	Public holidays are provided for in accordance with the <a href="#">NES</a> (cl 31).	Public holidays are provided for in accordance with the <a href="#">NES</a> (cl 30).	No change.	<p>Employees are entitled to public holidays in accordance with the <a href="#">NES</a>, except that the rate of pay will be the ordinary hourly rate (cl 26.1).</p> <p>Unlike the Proposed EA, the Electrical Award provides for substitution of public holidays</p>	<p>Employees are entitled to public holidays in accordance with the <a href="#">NES</a> (cl 30.1).</p> <p>Unlike the Proposed EA, the Electrical Award provides for substitution of public holidays are agreed with an individual employee (cl 30.3, 30.4).</p>	<p>Employees are entitled to public holidays in accordance with the <a href="#">NES</a> (cl 36.1).</p> <p>Unlike the Proposed EA, the Electrical Award provides for substitution of public holidays are agreed with an individual employee (cl 36.2, 36.3).</p>	<p>Employees are entitled to public holidays in accordance with the <a href="#">NES</a> (cl 40.1).</p> <p>Unlike the Proposed EA, the Electrical Award provides for substitution of public holidays are agreed with an individual employee (cl 40.4).</p>



**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
				are agreed with an individual employee (cl 26.1).			
<i>Community Service Leave</i>	Community service leave is provided for in accordance with the <a href="#">NES</a> (cl 32).	Community service leave is provided for in accordance with the <a href="#">NES</a> (cl 31).	No change.	Community service leave is provided for in accordance with the <a href="#">NES</a> (cl 23). No material difference.	Community service leave is provided for in accordance with the <a href="#">NES</a> (cl 28). No material difference.	Community service leave is provided for in accordance with the <a href="#">NES</a> (cl 34). No material difference.	Community service leave is provided for in accordance with the <a href="#">NES</a> (cl 37.1).  However, unlike the NES, the Manufacturing Award does not cap jury service at 10 days (cl 37.2).
<i>Parental Leave</i>	Parental leave is provided for in accordance with the <a href="#">NES</a> (cl 33).	Parental leave is provided for in accordance with the <a href="#">NES</a> (cl 32).	No change.	Parental leave is provided for in accordance with the <a href="#">NES</a> (cl 23). No material difference.	Parental leave is provided for in accordance with the <a href="#">NES</a> (cl 27). No material difference.	Parental leave is provided for in accordance with the <a href="#">NES</a> (cl 33). No material difference.	Parental leave is provided for in accordance with the <a href="#">NES</a> (cl 36). No material difference.
<i>Long Service Leave</i>	Employees are entitled to long service leave in accordance with the applicable legislation (cl 34).	Employees are entitled to long service leave in accordance with the applicable legislation (cl 33).	No change.	While there is no provision for long service leave under the Electrical Award, the Proposed EA is consistent with the legal position. No material practical difference.	See discussion regarding the Electrical Award.	See discussion regarding the Electrical Award.	See discussion regarding the Electrical Award.
<i>Domestic Violence Leave</i>	Domestic violence leave is provided in accordance with the <a href="#">NES</a> (cl 35).	Domestic violence leave is provided in accordance with the <a href="#">NES</a> (cl 34).	No change.	Domestic violence leave is provided in accordance with the <a href="#">NES</a> (cl 25). No material difference.	Domestic violence leave is provided in accordance with the <a href="#">NES</a> (cl 29). No material difference.	Domestic violence leave is provided in accordance with the <a href="#">NES</a> (cl 35). No material difference.	Domestic violence leave is provided in accordance with the <a href="#">NES</a> (cl 38). No material difference.
<i>Superannuation</i>	Superannuation will be paid in accordance with legislation (cl 36.1). The ordinary time earnings base will be the ordinary rate of pay (up to 38 hours per week) (cl 36.2).  Contributions will be paid into an eligible fund agreed nominated by the employee. If the Company cannot pay into that fund, contributions will be paid into a fund nominated by the Company that offers a MySuper product (cl 36.3).	Superannuation will be paid in accordance with legislation (cl 35.1). The ordinary time earnings base will be the ordinary rate of pay (up to 38 hours per week) (cl 35.2).  Contributions will be paid into an eligible fund nominated by the employee. If the Company cannot pay into that fund, contributions will be paid into the employee's stapled super fund. If the employee does not nominate a fund and does not have a stapled super fund, contributions will be paid into the Company's default superannuation fund (cl 35.3).	The changes made to this clause bring the Proposed EA more aligned to the position under the superannuation legislation and reflect changes to the legislation.	Superannuation will be paid in accordance with legislation (cl 19.1).  Unlike the Proposed EA, the Electrical Award provides for employee voluntary contributions (cl 19.3).	Superannuation is payable as per legislation, but the Hydrocarbons express provision that payments can be made to a superannuation fund or scheme in relation to a default fund employee who is a defined benefit member of the fund or scheme (cl 22). There is no material practical difference between the Hydrocarbons Award and the Proposed EA.	Superannuation will be paid in accordance with legislation (cl 28.1).  Unlike the Proposed EA, the Building Award provides for employee voluntary contributions (cl 28.3).  Unlike the Proposed EA, the Building Award provides for the payment of superannuation on absences for work related injury or illness (cl 28.5).	Superannuation will be paid in accordance with legislation (cl 31.1).  Unlike the Proposed EA, the Manufacturing Award provides for employee voluntary contributions (cl 31.3).  Unlike the Proposed EA, the Building Award provides for the payment of superannuation on absences for work related injury or illness (cl 31.5).
<i>Clauses not included in the Proposed EA</i>	In addition to those identified above, the Proposed EA does not contain a clause about the Building Code (cl 7). The Building Code is no longer in operation and therefore, there is no material practical effect.			In addition to those identified above, the following clauses/entitlements in the Electrical Award are not included in the Proposed EA:	In addition to those identified above, the following clauses/entitlements in the Hydrocarbons Award are not included in the Proposed EA:	In addition to those identified above, the following clauses/entitlements in the Building Award are not included in the Proposed EA:	In addition to those identified above, the following clauses/entitlements in the Manufacturing Award are not included in the Proposed EA:

**Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments**

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
	This is a detailed although not necessarily exhaustive list of all of differences between the Proposed EA and the Current EA. You should carefully review the Current EA and contact the Contact Person if there is anything you do not understand.			<ul style="list-style-type: none"> <li>Requests for flexible working arrangements (cl 6),*</li> <li>Apprentice conditions (cl 12),</li> <li>Late comers (cl 13.6),</li> <li>Special overtime rates for shiftworkers (cl 13.16),</li> <li>Right to disconnect (cl 13A),</li> <li>Various allowances (cl 18),</li> <li>Availability for duty allowance (cl 20.6),</li> <li>Time off instead of payment for overtime (cl 20.7), and</li> <li>Workplace delegates' rights (cl 26A).</li> </ul> <p>This is a detailed although not necessarily exhaustive list of all of differences between the Proposed EA and the Electrical Award. You should carefully review the Electrical Award and contact the Contact Person if there is anything you do not understand.</p> <p>The Company is of the opinion that the employee is significantly better off under the Proposed EA to make up for any disadvantage in this respect.</p> <p>* While these clauses are not in the Proposed EA, they are in the NES. Accordingly, due to the operation of the NES precedence clause in the Proposed EA, the NES clauses will apply during the operation of the Proposed EA.</p>	<ul style="list-style-type: none"> <li>Requests for flexible working arrangements (cl 6),*</li> <li>Notice for changing between day and shiftwork (cl 13.3(c)),</li> <li>Right to disconnect (cl 13A),</li> <li>Working on non-working days (cl 14.1(d),</li> <li>Apprentice conditions (cl 16.3(c)(e) to (l)),</li> <li>Higher duties (cl 16.5),</li> <li>Annualised wage arrangements (cl 18),</li> <li>Composite rates (cl 19),</li> <li>Various allowances (cl 20),</li> <li>Accident pay (cl 21),</li> <li>Time off instead of payment for overtime (cl 23.5), and</li> <li>Workplace delegates' rights (cl 30A).</li> </ul> <p>This is a detailed although not necessarily exhaustive list of all of differences between the Proposed EA and the Hydrocarbons Award. You should carefully review the Hydrocarbons Award and contact the Contact Person if there is anything you do not understand.</p> <p>The Company is of the opinion that the employee is significantly better off under the Proposed EA to make up for any disadvantage in this respect.</p> <p>* While these clauses are not in the Proposed EA, they are in the NES. Accordingly, due to the operation of the NES precedence clause in the Proposed EA, the NES clauses will apply during the operation of the Proposed EA.</p>	<ul style="list-style-type: none"> <li>Requests for flexible working arrangements (cl 6),*</li> <li>Apprentice conditions (cl 14),</li> <li>Washing time (cl 16.11(b)),</li> <li>Work in compressed air and underground (cl 16.11(c)),</li> <li>Right to disconnect (cl 16A),</li> <li>Special overtime rates for shiftworkers (cl 17.1(i)), 17.2(ii)),</li> <li>Transport after overtime (cl 17.2(p), 29.7),</li> <li>Working with toxic materials (cl 18.4),</li> <li>Shaft or trench sinkers (cl 18.5),</li> <li>Hot work (cl 18.6),</li> <li>Cold work (cl 18.7),</li> <li>Presenting for work but not required (cl 19.4),</li> <li>Piece rates (cl 19.6),</li> <li>Higher duties (cl 19.10),</li> <li>Various allowances (cl 21, 22, 23, 26)</li> <li>Accident pay (cl 27),</li> <li>Overtime and shiftwork for employees under the age of 18 (cl 29.2),</li> <li>Break when working for 20 hours (cl 29.8(c)),</li> <li>Time off instead of payment for overtime (cl 29.13),</li> <li>Weekend rest breaks (cl 30.3, 30.4), and</li> <li>Workplace delegates' rights (cl 36A).</li> </ul> <p>This is a detailed although not necessarily exhaustive list of all</p>	<ul style="list-style-type: none"> <li>Requests for flexible working arrangements (cl 6),*</li> <li>Apprentice conditions (cl 12),</li> <li>Cadet provisions (NB: cadets are not covered by the Proposed EA) (cl 14, 23),</li> <li>Trainee conditions (NB: trainees are not covered by the Proposed EA) (cl 15 ,24),</li> <li>Make up time (cl 17.7),</li> <li>Right to disconnect (cl 17A),</li> <li>Higher duties (cl 20.2),</li> <li>Annualised wage arrangements (cl 28),</li> <li>Various allowances (cl 30),</li> <li>Time off instead of payment for overtime (cl 32.8),</li> <li>Standing by (cl 32.13),</li> <li>Transport after overtime (cl 32.14),</li> <li>Work on other than rostered shifts (cl 33.2(g)), and</li> <li>Workplace delegates' rights (cl 40A).</li> </ul> <p>This is a detailed although not necessarily exhaustive list of all of differences between the Proposed EA and the Building Award. You should carefully review the Manufacturing Award and contact the Contact Person if there is anything you do not understand.</p> <p>The Company is of the opinion that the employee is significantly better off under the Proposed EA to make up for any disadvantage in this respect.</p>

Comparison between *Skout Solutions Industrial Enterprise Agreement 2024* and existing industrial instruments

Topic	<i>Skout Solutions Industrial Enterprise Agreement 2019</i> (Current EA)	<i>Skout Solutions Industrial Enterprise Agreement 2024</i> (Proposed EA)	Comments on changes from Current EA to Proposed EA	Comments on <i>Electrical, Electronic and Communications Contracting Award 2020</i> (Electrical Award)	Comments on <i>Hydrocarbons Industry (Upstream) Award 2020</i> (Hydrocarbons Award)	Comments on <i>Building and Construction General On-site Award 2020</i> (Building Award)	Comments on <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (Manufacturing Award)
						<p>of differences between the Proposed EA and the Building Award. You should carefully review the Building Award and contact the Contact Person if there is anything you do not understand.</p> <p>The Company is of the opinion that the employee is significantly better off under the Proposed EA to make up for any disadvantage in this respect.</p> <p>* While these clauses are not in the Proposed EA, they are in the NES. Accordingly, due to the operation of the NES precedence clause in the Proposed EA, the NES clauses will apply during the operation of the Proposed EA.</p>	<p>* While these clauses are not in the Proposed EA, they are in the NES. Accordingly, due to the operation of the NES precedence clause in the Proposed EA, the NES clauses will apply during the operation of the Proposed EA.</p>