

NOJA POWER®

ENGINEERING CADETSHIP TERMS AND CONDITIONS

91. Purpose. NOJA Power Switchgear (“NOJA Power”) wishes to encourage meritorious students to achieve a Bachelor of Engineering degree by providing those students the opportunity to participate in a cadetship with NOJA Power. The selected Cadet will study full-time at the university of their choice and NOJA Power will provide paid practical work experience and on-the-job training at NOJA Power during the academic year and academic year breaks. Upon the Cadet’s successful completion of the cadetship and degree, NOJA Power will offer the Cadet employment with NOJA Power as an Engineer.

2. Eligibility. An applicant is eligible for the cadetship if the applicant:

- a. Is a citizen of Australia;
- b. Is a resident of Brisbane, QLD (or can show evidence of residency in Brisbane at the time the NOJA Power Engineering Cadetship Agreement is signed);
- c. Achieved senior high school results which will allow applicant to apply for a Bachelor of Engineering degree; and
- d. Either:
 - (i) Graduated from senior high school in 2020; or
 - (ii) Is currently enrolled in a Bachelor of Engineering degree program and has a GPA of 5.5 or higher.

3. Selection of Cadet. The cadetship will be awarded to the applicant showing greatest merit as demonstrated by:

- a. Academic achievement;
- b. Strength of interest in a field of engineering applicable to NOJA Power, as demonstrated in the application essay;
- c. Personal qualities, including ability to work well with others; and
- d. Any other matter NOJA Power’s selection committee considers relevant to the applicant’s future success in the Engineering profession.

4. Employment with NOJA during Cadetship. During the cadetship, the Cadet will be employed by NOJA Power on an ongoing, part-time basis as a “Cadet” (as defined by Fair Work Australia and in the Manufacturing and Associated Industries and Occupations Award 2020). Like other NOJA Power employees, the Cadet is expected to comply and adhere to all NOJA Power policies and guidelines during the cadetship. Upon execution of an Engineering Cadetship Agreement, NOJA Power shall issue Cadet an Offer of Employment, which shall contain: 1) Offer Letter; 2) Position Description; 3) NOJA’s Employment Policies; 4) Sexual Harassment Policy; 5) Anti-Discrimination Policy; 6) Rules for use of E-mail, Voice Mail and Internet Policy; and 7) Deed of Restraint.

5. Employment with NOJA Power Following Cadetship. Upon the Cadet’s successful completion of the Bachelor of Engineering degree and cadetship, NOJA Power will offer the Cadet full-time, permanent employment as an Engineer. Cadet will be offered the wage and all rights and entitlements associated with that advanced position.

6. Graduation Bonus. During the three-year period following the Cadet’s successful completion of the cadetship and the degree (“Post-Graduation Period”), for each complete

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year that Cadet is employed by NOJA Power as an Engineer, NOJA Power will award the Cadet a Graduation Bonus of no less than \$11,500 each year. (The Graduation Bonus may be increased at NOJA Power's sole discretion.) In addition to maintaining employment with NOJA Power as an Engineer, in order to be eligible to receive the Graduation Bonuses, Cadet must satisfactorily fulfill all obligations and adhere to all applicable standards provided in this Agreement, terms of employment and as otherwise required by NOJA Power.

- a. The Cadet will forfeit her/his eligibility to receive Graduation Bonuses if:
 - (i) The Cadet does not successfully attain a Bachelor of Engineering degree or successfully complete the cadetship;
 - (ii) The Cadet terminates the cadetship prior to the end of the cadetship;
 - (iii) NOJA Power terminates the cadetship prior to the end of the cadetship;
 - (iv) The Cadet violates any term or condition of this Agreement; any NOJA Power policy, term of employment or directive; any university policy; or any law during the cadetship; or
 - (v) The Cadet fails to fulfill any term of employment or obligation provided in the Engineering Cadetship Agreement during the cadetship.
- b. The annual Graduation Bonus will be awarded in the final paycheck of each year of the Post-Graduation Period that the Cadet is employed by NOJA Power as an Engineer. Cadet shall not be awarded a Graduation Bonus for a particular year if any of the events listed in Section 6.a occurred during that year.

7. Cadetship Coordinator. NOJA Power will assign the Cadet a Cadetship Coordinator who shall be a senior NOJA Power Engineer. The Cadetship Coordinator will assign and oversee the Cadet's work and will provide general mentoring and advice. The Cadet is strongly encouraged to regularly discuss the Cadet's studies and work with the NOJA Cadetship Coordinator. Discussions could include the following:

- The Cadet's progress at university
- Challenges the Cadet is encountering at university or work
- Elective courses of study
- Final year/thesis project ideas

8. Practical Work Experience.

a. *Commencement date*. The work experience portion of the cadetship shall commence on 11 January 2021, or on a proximal date mutually agreed to by NOJA Power and the Cadet.

b. *Work Requirements and Schedule*.

- (i) **Prior to First Semester of First Academic Year**. Beginning on the Work Commencement Date and continuing through the week preceding the first day of the Cadet's first semester, the Cadet will be required to work at NOJA Power each work day for eight hours per day (8:30 a.m. to 5:00 p.m.

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with a 30 min lunch break), public holidays and university orientation days excluded.

(ii) **During Academic Years.** The Cadet will be required to work at NOJA Power for eight hours per week during each term (semester) of each academic year of the degree. The Cadet and NOJA Power will review the Cadet's academic schedule to determine work times that are most convenient and appropriate.

(iii) **Mid-Year, Mid-Semester and Academic Year Breaks.** During 1) breaks in between the academic terms (semesters) of each year; 2) mid-semester breaks; and 3) breaks between each academic year, Cadet shall work at NOJA Power each work day for eight hours per day (8:30 a.m. to 5:00 p.m.), public holidays and annual leave excluded.

c. *Wages.* The Cadet will be paid on a weekly basis and the Cadet's wages will be governed by the Manufacturing and Associated Industries and Occupations Award 2020, clause 23.2. Based on that Award, the Cadet's hourly wages over the course of the cadetship will be the following, subject to any Award updates or adjustments:

	Completed year 12 three or more years ago (\$ / hr)	Completed year 12 less than 3 years ago (\$ / hr)
Year 1	\$16.39	\$12.41
Year 2	\$18.03	\$13.81
Year 3	\$19.43	\$16.39
Year 4	\$21.07	\$19.43

d. *Leave.* The Cadet's leave entitlements shall accrue according to the National Employment Standards. As a part-time employee, the Cadet will receive a pro-rata entitlement to all categories of leave (annual, sick, and personal, carer's & compassionate leave) based on the number of hours the Cadet works. The Cadet may take annual leave during mid-semester and end of semester breaks. Leave will be granted according to the business/operational needs of NOJA Power.

9. Conditions for Cadetship and Bonuses. To maintain eligibility for participation in the cadetship, post-graduation employment with NOJA Power, and the Graduation and Semester Bonuses, Cadet must comply with the following in addition to all other terms and conditions contained in the NOJA Power Engineering Cadetship Agreement:

- a. Sign the "NOJA Power Engineering Cadetship Agreement".
- b. Enroll and/or continue in a Bachelor of Engineering degree at a university of Cadet's choosing (located in the Brisbane metropolitan area) and maintain continuous enrolment at that university until the completion of the degree.
- c. Accept NOJA Power's Offer of Employment by signing the Offer Letter and

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the Deed of Restraint.

- c. Maintain a GPA of 5.5 or greater during each academic year.
- d. Complete the Bachelor of Engineering degree in no more than four academic years.
- e. Attend all lectures, tutorials and seminars.
- f. Diligently and efficiently undertake the course of study and practical training.
- g. Duly observe and comply with any statutes, regulations, rules, policies and by-laws of the university, the State of Queensland, and NOJA Power during the Term of this Agreement, including but not limited to NOJA Power's Employment Policies, Sexual Harassment Policy, Anti-Discrimination Policy and Rules for use of E-mail, Voice Mail and Internet.
- h. Perform at a satisfactory level and behave in an appropriate manner for the duration of the cadetship.
- i. Keep the NOJA Cadetship Coordinator informed of all subjects undertaken and provide the Cadetship Coordinator with a certified photocopy of results achieved in each subject as soon as possible following the publication of those results.
- j. Undertake a final year thesis that involves a project with NOJA Power.

10. Probation and Cadetship Reviews. The Cadet will be subject to a probation period, which will begin on the Work Commencement Date and will end two weeks after the Cadet's first semester grades have been published, at which point NOJA Power shall conduct an initial performance review. NOJA Power may revoke the cadetship and the Cadet's employment with NOJA Power at any time for any reason during the probationary period. Following the initial performance review, continuation of the cadetship will be reviewed twice a year, two weeks following the publication of the Cadet's first and second semester grades, respectively. Review outcomes will be based on academic progress results and work performance and conduct.

11. Semester Bonuses. Following each successful Cadetship Review, NOJA Power will award the Cadet a Semester Bonus of up to \$500. The first such Semester Bonus may be granted in July 2021 and, if so granted, will be based on the Cadet's work performance to that date.

12. Honours. If the Cadet is accepted into an honours program, the Cadet will be required to request an extension of the cadetship in writing. In making a determination in regard to the extension request, NOJA Power will consider the following:

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- Performance of the Cadet for the duration of the cadetship;
- Relevance of the honours to NOJA Power business;
- Development of the Cadet's skills, knowledge and abilities;
- Financial considerations; and
- Operational requirements.

13. Termination by NOJA Power. Termination of the cadetship by NOJA Power means that the employment of the Cadet will also be terminated. The applicable employment termination procedures and causes are set forth in the NOJA Power Employee Handbook and in the employment Offer Letter.

14. Equipment and Uniforms. NOJA Power will supply the Cadet with all equipment necessary to perform all work safely, including but not limited to safety boots and protective eyewear. The Cadet will be issued a uniform following the Cadet's successful completion of the probationary period.

15. Confidentiality. The Cadet must treat all commercial, technical or intellectual property details which are not public knowledge, as well as NOJA Power's affairs and those of its customers, as confidential ("Confidential Information"). The Cadet is required to undertake to preserve this confidentiality at all times, whether or not Cadet is employed by NOJA Power. NOJA Power will place considerable trust in the Cadet and expects to give the Cadet access to confidential information and knowledge of how NOJA Power builds and sustains its business. The Cadet must agree to respect NOJA Power's competitive advantages and NOJA Power's right to protect its customer base. The Cadet will not disclose confidential information to any third party for any reason (including but not limited to university personnel for graded assignments) without first obtaining the written consent of NOJA Power.